

TAHOE TRANSPORTATION DISTRICT (TTD)

BUDGET FINANCE COMMITTEE

Meeting Agenda

**Inn by the Lake
3300 Lake Tahoe Blvd.
S. Lake Tahoe, CA 96150**

**March 9, 2012
8:30 a.m.**

<u>Item</u>	<u>Action Requested</u>	<u>Page</u>
A. Review and Acceptance of the District's Financial Statement of Operations for July 1, 2011 Through January 31, 2012 (Item VII.A.)	Recommend Acceptance	1
B. Approval of Creation of Additional Support Staff Positions and Approval of Immediate Temporary Staff Assistance for District Operations (Item VIII.A.)	Recommend Approval	47
C. Approval of Purchase Orders, Task Orders, Task Order Amendments, and Contract Amendments related to Transit, Nevada Stateline to Stateline Bikeway Projects, State Route 89/Fanny Bridge Community Revitalization Project, California Phase 2 Bus Shelter Project, State Route 28 Corridor Management Plan, and Capital Improvement Program Support (Item VIII.C.)	Recommend Approval	51

TRANSIT OPERATIONS COMMITTEE

Meeting Agenda

**Inn by the Lake
3300 Lake Tahoe Blvd.
S. Lake Tahoe, CA 96150**

**March 9, 2012
8:30 a.m.**

<u>Item</u>	<u>Action Requested</u>	<u>Page</u>
A. Review and Acceptance of BlueGO's Monthly January 2012 Operations Report (Item VII.B.)	Recommend Acceptance	13
B. Approval of Purchase Orders, Task Orders, Task Order Amendments, and Contract Amendments related to Transit, Nevada Stateline to Stateline Bikeway Projects, State Route 89/Fanny Bridge Community Revitalization Project, California Phase 2 Bus Shelter Project, State Route 28 Corridor Management Plan, and Capital Improvement Program Support (Item VIII.C.)	Recommend Approval	51
C. Review and Approval of Reduced-Fare I.D. Card Application for Transit Services (Item VIII.E.)	Recommend Approval	80

**TAHOE TRANSPORTATION DISTRICT (TTD)
TAHOE TRANSPORTATION COMMISSION (TTC)
Meeting Agenda**

**Inn by the Lake
3300 Lake Tahoe Blvd.
S. Lake Tahoe, CA 96150**

**March 9, 2012
9:30 a.m.**

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

I. CALL TO ORDER AND GENERAL MATTERS

- A. Roll Call and Determination of Quorum of TTD/TTC (No TTC Items this month)
- B. Approval of Agenda for March 9, 2012
- C. Approval of Minutes of February 10, 2012

II. PUBLIC INTEREST COMMENTS

At this time, members of the public shall have the opportunity to directly address the Board. All comments are to be limited to no more than five minutes per person. The Board is prohibited by law from taking immediate action on or discussing issues raised by the public that are not listed on this agenda. In addition, members of the public shall have the opportunity to directly address the Board after each item on which action may be taken is discussed by the public body, but before the public body takes action on the item.

III. BLUEGO EMPLOYEE RECOGNITION

December, January, and February

IV. BUDGET FINANCE COMMITTEE REPORT

V. TRANSIT OPERATIONS COMMITTEE REPORT

VI. TAHOE REGIONAL PLANNING AGENCY ADVISORY PLANNING COMMISSION APPOINTEE REPORT

VII. TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS

<u>Items for Possible Action</u>	<u>Action Requested</u>	<u>Page</u>
A. Review and Acceptance of the District's Financial Statement of Operations for July 1, 2011 Through January 31, 2012	Acceptance	1
B. Review and Acceptance of BlueGO's Monthly January 2012 Operations Report	Acceptance	13
C. Approval of Resolution Authorizing the District Manager to Execute California Department of Transportation's Master Agreement for State Funded Transit Projects	Approval	16
D. Approval to Extend the Existing North Lake Tahoe Express Operating Contract One Additional Month through May 15, 2012	Approval	46

VIII. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS

<u>Items for Possible Action</u>	<u>Action Requested</u>	<u>Page</u>
A. Approval of Creation of Additional Support Staff Positions and Approval of Immediate Temporary Staff Assistance for District Operations	Approval	47
B. Informational Update and Progress Report on TTD's Capital Improvement Program Projects	Informational Only	49
C. Approval of Purchase Orders, Task Orders, Task Order Amendments, and Contract Amendments related to Transit, Nevada Stateline to Stateline Bikeway Projects, State Route 89/Fanny Bridge Community Revitalization Project, California Phase 2 Bus Shelter Project, State Route 28 Corridor Management Plan, and Capital Improvement Program Support	Approval	51
D. Approval of Request for Proposal for Implementation of Possible Pilot Public North Shore Water Transit Service for 2012 Summer Season	Approval	59
E. Review and Approval of Reduced-Fare I.D. Card Application for BlueGoTransit Services	Approval	80
F. Discussion Regarding SB 271 and Other Related Transportation Legislative Issues	Discussion and Possible Direction	89

IX. DISTRICT MANAGER REPORT

X. BOARD, COMMISSION MEMBER AND STAFF COMMENTS

XI. LEGAL BRIEFING - CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.

MV Transportation, Inc. v. STATA, et al. Case No. 10-CV-0240. 9th Judicial District Court.

XII. ADJOURNMENT

COMPLIANCE WITH PUBLIC NOTICE REQUIREMENTS

This notice and agenda has been posted at the TTD office and the following post offices: Stateline, Nevada and Tahoe Valley, California. The notice and agenda has also been posted at the North Tahoe Conference Center in Kings Beach, the Incline Village GID office and the North Tahoe Chamber of Commerce and on the TTD website: www.tahoetransportation.org.

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

California Open Meeting Law Compliance

Notice of this meeting was posted at least 72 hours prior to the meeting in a location that is freely accessible to members of the public.

In addition, the Board has caused this agenda and all documents constituting the agenda packet to be mailed to all persons requesting such materials, and such mailing occurred at the time the agenda was posted or upon distribution to all, or a majority of all, of the members of the Board, which occurred first.

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.

**TAHOE TRANSPORTATION DISTRICT / COMMISSION
BOARD MEETING MINUTES
February 10, 2012**

TTD/C Board Members in Attendance:

Andrew Strain, Member at Large, Chair
Will Garner, Placer County, Vice Chair
John Breternitz, Washoe County
Steve Teshara, SS-TMA
Ron Treabess, TNT-TMA
Norma Santiago, El Dorado County
Nancy McDermid, Douglas County
Angela Swanson, City of South Lake Tahoe
Ken Smithson, Carson City
Heather Manzo, NDOT

TTD/C Board Members Absent:

Marlo Tinney, Caltrans
Alan Tolhurst, APC Appointed Representative
Anjanette Hoefler, U.S. Forest Service
Wanda Batchelor, Washoe Tribe

Others in Attendance:

Carl Hasty, Tahoe Transportation District
Joanie Schmitt, Tahoe Transportation District
Derek Kirkland, Tahoe Transportation District
Curtis Garner, Tahoe Transportation District
Nick Haven, Tahoe Regional Planning Agency
Karen Fink, Tahoe Regional Planning Agency
Judi White, Tahoe Transportation District and Tahoe Regional Planning Agency
Paul Taggart, Esq., Legal Counsel

I. TAHOE TRANSPORTATION DISTRICT AND TAHOE TRANSPORTATION COMMISSION CALL TO ORDER AND ROLL

A. Roll Call and Determination of Quorum

The meeting of the Tahoe Transportation District and Tahoe Transportation Commission was called to order by Vice Chair Garner at 9:31 a.m., at the Tahoe Center for Environmental Sciences, Sierra Nevada College. Roll call was taken and it was determined a quorum was in attendance for the TTD/TTC.

B. Approval of TTD/TTC Agenda of February 10, 2012

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

- C. Approval of TTD/TTC Meeting Minutes for January 13, 2012
Motion/Second by Mr. Teshara/Ms. McDermid to approve the TTD and TTC minutes, as amended by Mr. Teshara. The motion passed unanimously.

II. PUBLIC INTEREST COMMENTS

No public interest comments were made.

III. FINANCE COMMITTEE REPORT

Mr. Garner reported the Committee recommended approval of the items discussed.

IV. TRANSIT OPERATIONS COMMITTEE REPORT

Ms. Swanson reported the Committee reviewed their items and recommended approval of the items.

V. TAHOE REGIONAL PLANNING AGENCY ADVISORY PLANNING COMMITTEE APPOINTEE REPORT

Mr. Teshara had nothing to report as there was no APC meeting in February.

VI. TAHOE TRANSPORTATION COMMISSION (TTC) BUSINESS ITEMS

- A. Administrative Draft Regional Transportation Plan Available for Review
Ms. Fink reviewed this item.

Action Requested: Informational Only

VII. ADJOURN AS TTC AND RECONVENE AS TTD

VIII. TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS

- A. Review and Acceptance of the District's Financial Statement of Operations for July 1, 2011 Through December 31, 2011
- B. Authorization for the Chair and District Manager to Sign the Notice of Acceptance with Thomas Haen Company, Inc. for the California Transit Shelter Project Phase 1 (CIP No. 300-0008.2) in the City of South Lake Tahoe; and Authorize the District Manager to Release the Payment and Performance Bonds
- C. Adoption of the Disadvantaged Business Enterprise Program Plan, the Environmental Justice Guidance, the FHWA Title VI Program Plan and Approval of Small Business/ Disadvantaged Business Enterprise Policy Statement
- D. Approval of Task Order for HDR to Draft the US 50/South Shore Community Revitalization Project's Transportation Investment Generating Economic Recovery IV Grant Application

Mr. Teshara requested Item C be pulled for discussion and made the motion to approve Items A, B, and D, Mr. Breternitz seconded the motion. The motion passed unanimously.

Mr. Teshara asked if Ms. White had received training for the Coordinator and Liaison Officer roles. Ms. White confirmed she has received training from Padilla & Associates and the FTA and will continue to attend trainings.

Ms. Swanson made the motion to approve Item C, Ms. Santiago seconded the motion. The motion passed unanimously.

Chair Strain arrived at 9:45 a.m.

IX. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS

A. Review and Acceptance of BlueGO's Monthly December 2011 Operations Report and Meet John Busskohl, Keolis Transit Chief Operating Officer

Mr. C. Garner introduced Mr. Busskohl of Keolis. Mr. Busskohl explained Keolis' purchase of Tectrans. Mr. C. Garner reviewed the transit performance report and reviewed a preliminary fleet replacement schedule.

Mr. Treabess arrived at 9:56 a.m.

Action Requested: Acceptance

Ms. Swanson made the motion to approve BlueGO's December operations report. Ms. McDermid seconded the motion. The motion passed unanimously.

B. Informational Presentation on Zimride Program to Provide a Car-Sharing Service from the Bay Area to Lake Tahoe

Mr. Teshara introduced Zac Matthews of Zimride. Mr. Matthews gave a presentation on the Zimride on-line ride-sharing program.

Action Requested: Informational Only

C. Request to Appoint Replacement of Ron McIntyre to the District's Finance Committee

Mr. Hasty reviewed this item.

Action Requested: Appoint

Ms. McDermid made the motion to appoint Mr. Teshara as Mr. McIntyre's replacement to the Finance Committee and Mr. Treabess as the alternate to the Finance Committee. Mr. Garner seconded the motion. The motion passed unanimously.

D. Informational Item on Status of the Lake Tahoe Waterborne Shuttle Service Project and Future Steps

Mr. Hasty reviewed this item. Mr. Treabess reviewed a schedule of project tasks for the shuttle service.

Action Requested: Informational Only

E. Introduction to and Presentation on the Nevada State Route 28 Corridor Management Plan, Crystal Bay to US 50 Junction/Spooner Summit, America's Most Beautiful Drive National Scenic Corridor

Mr. Kirkland reviewed this item and gave a presentation. He introduced the team: Stephanie Grigsby of Design Workshop, Karen Mullen, and Gordon Shaw. Ms. Grigsby reviewed the process of developing the Corridor Management Plan. Ms. Mullen reviewed the Bikeway Plan.

Action Requested: Informational Only

F. Discussion Regarding SB 271 and Other Related Transportation Legislative Issues

Mr. Hasty reviewed this item. He noted staff met with the RPU committee regarding transportation, and presentations were given to the APC, Governing Board and NV Oversight Committee. He attended a California Council of Governments (Calcog) meeting. He is continuing to meet with various entities regarding the Trans Sierra Coalition. He updated the Board on the Reauthorization bill.

Action Requested: Discussion and Possible Direction

X. DISTRICT MANAGER REPORT

Mr. Hasty had nothing further to report.

XI. BOARD, COMMISSION MEMBER AND STAFF COMMENTS

Mr. Treabess apologized for being late.

Mr. Taggart noted there will be a hearing on March 6 to make a decision to remand the MV lawsuit case out of Federal Bankruptcy Court and back to Nevada State Court in Douglas County. No need for a closed session.

Ms. Santiago updated the Board on OneGlobe partnership. She will not be attending the March Board meeting, as she will be in Washington D.C.

Mr. Teshara thanked Ms. Santiago for her work with OneGlobe.

Ms. Swanson noted California state entities have been working hard on Map 21 issues.

Mr. Haven noted TRPA is applying for the Strategic Growth Council Round II grant, the 2013 FTIP program update has started and requested

partners to update their project schedules by Feb 27, and call for projects has been requested for Congestion Mitigation Air Quality in El Dorado County and the City.

Chair Strain noted he, Mr. Garner, and Mr. Hasty would be meeting to review the Work Program and see if any mid-year adjustments need to be made.

XII. LEGAL BRIEFING - CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. MV Transportation, Inc. v. STATA, et al. Case No. 10-CV-0240. 9th Judicial District Court.

This item was continued.

XIII. ADJOURNMENT

Respectfully Submitted:

Judi White
Executive Assistant
Tahoe Transportation District

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



MEMORANDUM

Date: March 5, 2012
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Review and Acceptance of the District's Financial Statement of Operations for July 1, 2011 Through January 31, 2012

Action Requested:

It is requested the Board accept the Financial Statement of Operations for July 1, 2011 through January 31, 2012.

Background:

Staff has completed analyzing financial information for the seven months in fiscal year 2012 (Attachments A through D).

Discussion:

General – (Attachment B)

Overall, the District ended with a decrease of \$9,530 for the month of January 2012. The decrease was expected as CNG revenue for January was unavailable at time of financial statement preparation. Pinnacle, the former manager of the District's CNG fueling station, was purchased by Integrity's Group in December 2011. When staff requested January revenues along with transit operations fueling costs, the amount quoted was grossly over previous revenues and expenses. Staff is working with Integrity's in providing past information that will help them correct pricing and provide staff with monthly reporting. The District's management agreement with Pinnacle that carried over to Integrity's will expire on December 12, 2012. Staff is estimating revenue to come in at \$10,000.

The January activity decreased the District's overall cash fund balance for the year to \$71,762, which is approximately \$2,474 more than at the start of the fiscal year.

CIP - (Attachment C)

The District continues to break even in the Capital Improvement Program. This is expected as the Federal Lands and Highways (FLH) Half Percent grant is a 100% reimbursement grant. January activity for FLH totaled \$209,906.

The District entered into a sub-recipient agreement with the TMPO for a Federal Highways Scenic Byways grant totaling \$223,000 (Grant 79% / Match 29%). Match of \$91,085 will be provided from Nevada Question 1 (Q1) state bond sales agreement that the TMPO has with Washoe County. This funding opportunity enables the District to be reimbursed for preliminary design and environmental costs originally programmed in the FLH Half Percent grant for the North Demo Bikeway project. January costs totaled \$939.

JS/jw

AGENDA ITEM: VII.A.

The District incurred \$15,000 for AVL / Electronic Farebox costs in January that were 100% reimbursed by a FTA 5311 ARRA grant the District has with NDOT.

The District incurred expenses of \$2,105 for the Nevada Transit Shelter program during January. NDOT was invoiced \$1,993 from the FTA 5311 ARRA grant and \$112 was recognized from the Douglas County contribution that was deferred for this program.

The District incurred expenses of \$9,986 for the FTA 5309 grant (Grant 80% / Match 20%) in January. FTA reimbursed the District \$11,990. The 20% match was provided by Prop 1B funds of \$1,823 for the California shelters and \$793 for transit equipment. Transit Operations contributed \$174 and an additional \$230 was recognized from the Classic Car Sales. The District transferred the new equipment (two copiers for the bus facilities) and the maintenance parts to the Transit Fund.

Transit Fund- (Attachment D)

The District ended with a net loss of \$65,897 for the month of January 2012. The decrease to the fund balance was expected, as the District recognizes that there will be a winter dip due to increased costs from our winter seasonal schedule, coupled with equal monthly revenue recognition from both TDA funding and contributions. Staff anticipates an additional \$15,000 in CNG fueling costs for January upon completion of Integrity's reconciled activity.

The loss decreased Transit's overall fund balance for the year to \$4,398,511, which is approximately \$170,058 more than at the start of the fiscal year. Staff cautions that \$79,270 of FY 12's gain is from the transfer of fixed assets from the governmental fund to the transit fund (Shelters & Equipment). Operations net gain, including depreciation, totals \$90,758.

Balance Sheet

The table below reflects the balances on January 31, 2012 between CIP and General Funds, and Transit Fund balance sheet items:

Tahoe Transportation District		
January 31, 2012		
	<u>CIP / General</u>	<u>Transit</u>
Cash	\$ -	\$ 367,189
Accounts Receivable	\$ 361,426	\$ 1,345,057
Prepaid Expenses	\$ 2,808	\$ 35,955
Inventory	\$ -	\$ 10,453
Fixed Assets net Depreciation*	\$ -	\$ 3,984,312
Accounts Payable	\$ 231,821	\$ 459,228
EE Compensated Absences	\$ -	\$ 16,715
Deferred Revenue	\$ 60,652	\$ 868,511
Beginning Year Fund Balance	\$ 69,287	\$ 4,228,453

The District has a governmental fund accrued compensated absence balance of \$41,424 and a fixed asset balance, net of depreciation*, of \$1,013,432 as of January 31, 2012.

* Fixed asset balances, net of depreciation, includes \$3,099,314 in transit fund and \$811,365 in general fund of federalized obligations. Should the District choose to liquidate a federalized asset, permission from the governmental agency is required and their obligation takes priority.

JS/jw

AGENDA ITEM: VII.A.

Fiscal Analysis:

District staff has begun a concentrated effort to collect contributions for District operations. Staff is working on a lease agreement for the two transit centers with the City of South Lake Tahoe. Exact terms are still to be determined, but funding will be provided from the TDA revenue inside the Transit operations budget. Staff will take a conservative approach by assessing the financial impacts to transit operations, based on reduced revenue hours of the winter seasonal shuttles and adjustments may be made accordingly.

Additional Information:

If you have any questions or comments regarding this item, please contact Joanie Schmitt at (775) 589-5227 or jschmitt@tahoetransportation.org.

Attachments:

- A. January Financials – Revenue and Expenditure Comparisons
- B. January Financials – General Fund
- C. January Financials – Capital Improvement Programs
- D. January Financials – Transit Fund

**District Revenue and Expenditure Comparisons
For the Period Ending January 31, 2012
FY 2012**

ATTACHMENT A

Fund	Actual January	Approved Budget	YTD Actuals	Variance
Capital Improvement Program				
FLH 1/2 Percent Revenues - Rd 1	0	518,386	235,248	283,138
FLH 1/2 Percent Expenditures - Rd 1	0	(518,386)	(235,248)	(283,138)
Net (+ / -)	0	0	0	0
FLH 1/2 Percent Revenues - Rd 2	209,906	2,404,955	1,240,489	1,164,466
FLH 1/2 Percent Expenditures - Rd 2	(209,906)	(2,404,955)	(1,230,119)	(1,174,836)
FLH 1/2 Percent Other Funding Source - Rd 2	0	0	(10,369)	10,369
Net (+ / -)	(0)	0	0	(0)
FLH 1/2 Percent Revenues - Rd 3	0	3,639,375	0	3,639,375
FLH 1/2 Percent Expenditures - Rd 3	0	(3,639,375)	0	(3,639,375)
Net (+ / -)	0	0	0	0
FHWA NV - Scenic Byways Revenues	939	0	82,796	(82,796)
FHWA NV - Scenic Byways Expenditures	(939)	0	(82,796)	82,796
Net (+ / -)	0	0	0	0
ARRA - AVL / Elec FareBox Revenues	15,000	250,000	60,000	190,000
ARRA - AVL / Elec FareBox Expenditures	(15,000)	(250,000)	(60,000)	(190,000)
Net (+ / -)	0	0	0	0
ARRA - Bus Purchases Revenues	0	579,603	0	579,603
ARRA - Bus Purchases Expenditures	0	(579,603)	0	(579,603)
Net (+ / -)	0	0	0	0
ARRA - NV Shelters Revenues	2,105	168,000	8,171	159,829
ARRA - NV Shelters Expenditures	(2,105)	(168,000)	(8,171)	(159,829)
Net (+ / -)	0	0	0	0
FTA 5309 - CA Shelters/Transit Equip & PM Revenues	14,988	593,750	202,997	390,753
FTA 5309 - CA Shelters/Transit Equip & PM Expenditures	(9,986)	(593,750)	(49,159)	(544,591)
FTA 5309 - CA Shelters/Transit Equip & PM Other Funds	0	0	(153,838)	153,838
Net (+ / -)	5,002	0	0	0
FTA 5308 - Buses & Trolley / Placer Cty Bus Revenues	0	1,250,000	0	1,250,000
FTA 5308 - Buses & Trolley / Placer Cty Bus Expenditures	0	(1,250,000)	0	(1,250,000)
Net (+ / -)	0	0	0	0
FTA 5311 - NDOT Elec FareBoxes Revenues	0	420,950	0	420,950
FTA 5311 - NDOT Elec FareBoxes Expenditures	0	(420,950)	0	(420,950)
Net (+ / -)	0	0	0	0
FTA 5311 - NDOT Trolley Revenues	0	236,906	0	236,906
FTA 5311 - NDOT Trolley Expenditures	0	(236,906)	0	(236,906)
Net (+ / -)	0	0	0	0
CIP Fund Recap				
CIP Fund Revenues	242,937	10,061,925	1,829,701	8,232,224
CIP Fund Expenditures	(237,935)	(10,061,925)	(1,665,494)	(8,396,431)
CIP Fund Other Fund Sources	(5,002)	0	(164,207)	164,207
Net (+ / -)	(0)	0	0	(0)
CIP Unrestricted Fund Balance	0			
FY 2012 (+ / -)	0			
Fund Balance @ 1/31/12	0			

**District Revenue and Expenditure Comparisons
For the Period Ending January 31, 2012
FY 2012**

ATTACHMENT A

Fund	Actual January	Approved Budget	YTD Actuals	Variance
General				
USFS SNPLMA Revenues	0	148,153	142,424	5,729
USFS SNPLMA Expenditures	0	(148,153)	(35,160)	(112,993)
USFS SNPLMA Other Fund Source	0	0	(107,264)	107,264
Net (+ / -)	0	0	0	0
CNG Fueling Facility Revenues	0	132,765	55,470	77,296
CNG Fueling Facility Expenditures	(9,822)	(132,765)	(63,734)	(69,031)
Net (+ / -)	(9,822)	0	(8,264)	8,264
Rental Car Mitigation Revenues	2,217	75,000	46,448	28,553
Rental Car Mitigation Expenditures	575	(73,650)	(7,900)	(65,750)
Net (+ / -)	2,791	1,350	38,547	(37,197)
District Operations Revenues	8,974	368,575	82,748	285,827
District Operations Expenditures	(11,472)	(365,673)	(120,926)	(244,747)
District Operations Other Fund Source	0	0	10,369	(10,369)
Net (+ / -)	(2,499)	2,902	(27,809)	30,711
General Fund Recap				
General Fund Revenues	11,190	724,493	327,089	397,404
General Fund Expenditures	(20,720)	(720,241)	(227,720)	(492,521)
General Fund Other Fund Source	0	0	(96,894)	96,894
Net (+ / -)	(9,530)	4,252	2,474	1,778
General Fund Balance	69,287			
FY 2012 (+ / -)	2,474			
Fund Balance @ 1/31/12	71,762			

Transit Operations				
Transit Ops Revenues	425,523	4,488,931	2,734,675	1,754,256
Transit Ops Expenditures	(496,421)	(4,714,277)	(2,825,718)	(1,888,559)
Transit Ops Other Funding Sources	5,002	225,346	261,101	(35,755)
Net (+ / -)	(65,897)	0	170,058	(170,058)
Transit Invested In Capital, Net	4,200,467			
Transit Unrestricted Funds	27,986			
FY 2012 (+ / -)	170,058			
Fund Balance @ 1/31/12	4,398,511			

**TAHOE TRANSPORTATION DISTRICT
GENERAL FUND**

ATTACHMENT B

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

YEAR TO DATE AS OF JANUARY 31, 2012

	Actual January	Budget YTD	Actual YTD	Variance
REVENUES				
General Fund Revenues				
USFS - SNPLMA Rd 9		148,153	142,424	5,729
CNG Fuel Sales		132,765	55,470	77,296
Rental Car Mitigation Revenues	2,217	75,000	46,448	28,553
Contributions		165,000	20,000	145,000
Admin Support	8,974	203,575	62,748	140,827
Total Revenues	11,190	724,493	327,089	397,404
EXPENDITURES				
General Fund Expenditures				
USFS-SNPLMA Expenditures				
Professional Services		148,153	35,160	112,993
Sub Total	0	148,153	35,160	112,993
CNG Expenditures				
Facility Rent		7,350	2,471	4,879
Insurance	312	3,848	2,184	1,664
Permits		350		350
Professional Fees		0		0
Utilities	9,510	121,217	59,078	62,139
Sub Total	9,822	132,765	63,734	69,031
Rental Car Mitigation Expenditures				
Professional Legal		30,000	8,106	21,894
Transit Ops: South Shore		20,000		20,000
Transit Ops: North Shore		20,000		20,000
Advertising		1,000		1,000
Travel & Per Diem	-407	1,650	-38	1,688
Auto Misc	-168	1,000	-168	1,168
Sub Total	-575	73,650	7,900	65,750
District Operations				
Salaries and Wages	1,261	41,815	12,262	29,553
Medicare	18	606	172	434
FICA		0	3	-3
DAC Pension Plan	101	3,345	976	2,369
Health Insurance	123	3,913	1,307	2,606
Dental Insurance	11	374	114	260
Life Insurance	4	49	41	8
Vision Care Insurance	2	66	21	45
Worker's Compensation	14	191	24	167
Supplies	497	5,724	3,615	2,109
Reproduction & Printing		0	670	-670
Professional Legal		34,200	5,956	28,244
Training		0	219	-219
Facility Rent	2,197	26,358	15,379	10,979
Facility Utilities	173	2,081	1,211	870
Auto Misc	500	6,000	3,514	2,486
Subscriptions & Publications		400		400
Postage		225	220	5
Dues		1,500		1,500
Professional Services	5,923	137,376	41,461	95,915
Auditing	648	5,450	2,890	2,560
Equipment		0	10,369	-10,369
Legislative Outreach		66,000	20,500	45,500
Financing Fees (Interest)		30,000		30,000
Sub Total	11,472	365,673	120,926	244,747

JS/jw

**TAHOE TRANSPORTATION DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**

ATTACHMENT B

YEAR TO DATE AS OF JANUARY 31, 2012

	Actual January	Budget YTD	Actual YTD	Variance
Total Expenditures	20,720	720,241	227,720	492,521
Excess of Revenues over Expenditures	-9,530	4,252	99,368	
Other Funding Sources (Uses)				
USFS SNPLMA				
Transit Ops Rte 30		0	-107,264	107,264
District Operations				
Capital Outlay - Computer Equipment		0	10,369	-10,369
Total Other Funding Sources (Uses)	0	0	-96,894	96,894
Net Change in Fund Balance	-9,530	4,252	2,474	
Revenue Total	11,190	724,493	327,089	
Expenditure Total	-20,720	-720,241	-227,720	
Other Funding Sources Total	0	0	-96,894	
Net + / (Loss)	-9,530	4,252	2,474	

Fund Balance - General Fund	69,287
FY 2012 (+ / -)	2,474
Fund Balance @ 1/31/12	71,762

**TAHOE TRANSPORTATION DISTRICT
CAPITAL IMPROVEMENT PROGRAM**

ATTACHMENT C

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

YEAR TO DATE AS OF JANUARY 31, 2012

	Actual January	Budget YTD	Actual YTD	Variance
REVENUES				
Capital Improvement Program Fund Revenues				
FLH 1/2 Percent Rd 1		518,386	235,248	283,138
FLH 1/2 Percent Rd 2	209,906	2,404,955	1,240,489	1,164,466
FLH 1/2 Percent Rd 3		3,639,375		3,639,375
FHWA NV - Scenic Byways	939	0	82,796	-82,796
ARRA - AVL/Electronic Fareboxes	15,000	250,000	60,000	190,000
ARRA - Bus Purchases		579,603		579,603
ARRA - NV Shelters	1,993	160,000	7,850	152,150
ARRA - NV Shelters Match - Douglas Cty	112	8,000	321	7,679
FTA - 5309 CA Shelters / Transit Equip & PM	11,990	475,000	162,397	312,603
FTA - 5309 CA Shelters Match - CalTrans	174	18,000	1,395	16,605
FTA - 5309 CA Shelters / Transit Equip Match - Prop 1B	2,616	78,113	29,883	48,230
FTA - 5309 Transit PM Match - Transit	208	22,637	9,322	13,315
FTA - 5308 Bus & Trolley / Placer Bus Purchase		1,000,000		1,000,000
FTA - 5308 Bus & Trolley / Bus Match - Placer Cty		31,250		31,250
FTA - 5308 Bus & Trolley / Bus Match Prop 1B		218,750		218,750
FTA - 5311 NDOT - Elec Fareboxes		336,760		336,760
FTA - 5311 Elec Farebox Match- Prop 1B		84,190		84,190
FTA - 5311 NDOT - Trolley		189,525		189,525
FTA - 5311 Trolley Match - Prop 1B		47,381		47,381
Total Revenues	242,937	10,061,925	1,829,701	8,232,224
EXPENDITURES				
Capital Improvement Program Fund Expenditures				
FLH 1/2 Percent Expenditures - Rd 1				
FLH Capital Projects		275,000	51,392	223,608
FLH Planning & Environmental Doc		218,974	124,706	94,268
Salaries and Wages		14,418	37,825	-23,407
Medicare		198	528	-330
Fica		229	350	-121
DAC Pension Plan		924	2,547	-1,623
Health Insurance		2,450	5,883	-3,433
Dental Insurance		240	541	-301
Life Insurance		27	167	-140
Vision Care Insurance		41	93	-52
Worker's Compensation		72	135	-63
Admin Support		5,813	11,080	-5,267
Sub Total	0	518,386	235,248	283,138
FLH 1/2 Percent Expenditures - Rd 2				
FLH Capital Projects	104,887	500,000	681,684	-181,684
FLH Planning & Environmental Doc	70,200	1,734,275	358,117	1,376,158
Salaries and Wages	23,248	105,731	131,991	-26,260
Medicare	314	1,533	1,811	-278
Fica		229	0	229
DAC Pension Plan	1,860	8,230	10,559	-2,329
Health Insurance	3,086	12,248	15,129	-2,881
Dental Insurance	283	1,198	1,385	-187
Life Insurance	87	138	429	-291
Vision Care Insurance	49	203	238	-35
Worker's Compensation	255	528	262	266
Admin Support	5,636	40,642	28,513	12,129
Sub Total	209,906	2,404,955	1,230,119	1,174,836

**TAHOE TRANSPORTATION DISTRICT
CAPITAL IMPROVEMENT PROGRAM
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**

ATTACHMENT C

YEAR TO DATE AS OF JANUARY 31, 2012

	Actual January	Budget YTD	Actual YTD	Variance
FLH 1/2 Percent Expenditures - Rd 3				
FLH Capital Projects		2,024,400		2,024,400
FLH Planning & Environmental Doc		1,405,998		1,405,998
Salaries and Wages		129,761		129,761
Medicare		1,882		1,882
DAC Pension Plan		10,381		10,381
Health Insurance		14,698		14,698
Dental Insurance		1,438		1,438
Life Insurance		165		165
Vision Care Insurance		243		243
Worker's Compensation		648		648
Admin Support		49,761		49,761
Sub Total	0	3,639,375	0	3,639,375
FHWA NV - Scenic Byways				
Contracts	939	0	82,796	-82,796
Sub Total	939	0	82,796	-82,796
ARRA - AVL / Elec. FareBoxes				
Equipment over \$5,000	15,000	250,000	60,000	190,000
Sub Total	15,000	250,000	60,000	190,000
ARRA - Bus Purchase				
Equipment over \$5,000		552,203		552,203
Professional Services		24,694		24,694
License & Permits		1,000		1,000
Salaries and Wages		1,078		1,078
Medicare		16		16
DAC Pension Plan		86		86
Health Insurance		101		101
Dental Insurance		10		10
Life Insurance		2		2
Vision Care Insurance		2		2
Worker's Compensation		5		5
Admin Support		406		406
Sub Total	0	579,603	0	579,603
ARRA - NV Shelters				
Contract Services	1,050	48,000	3,337	44,663
Printing & Reproduction		0	40	-40
Professional - Legal		0	1,388	-1,388
Legal Notices	364	0	968	-968
CIP over \$5,000		120,000		120,000
Salaries and Wages	450	0	1,746	-1,746
Medicare	6	0	24	-24
DAC Pension Plan	36	0	140	-140
Health Insurance	72	0	179	-179
Dental Insurance	6	0	16	-16
Life Insurance	2	0	5	-5
Vision Care Insurance	1	0	3	-3
Worker's Compensation	5	0	5	-5
Admin Support	112	0	321	-321
Sub Total	2,105	168,000	8,171	159,829
FTA 5309 - CA Shelters / Transit Equip & PM				
Contract Services	4,118	48,000	19,238	28,763
CIP over \$5,000	5,000	188,750	73,301	115,449
Reimb Shelters		0	-75,890	75,890
Reproduction & Printing		0	270	-270
Legal Ads		0	355	-355

**TAHOE TRANSPORTATION DISTRICT
CAPITAL IMPROVEMENT PROGRAM
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**

ATTACHMENT C

YEAR TO DATE AS OF JANUARY 31, 2012

	Actual January	Budget YTD	Actual YTD	Variance
FTA 5309 - CA Shelters / Transit Equip & PM (Continued)				
Preventive Maintenance	1,039	113,193	46,612	66,581
Reimb PM	-1,039		-46,612	46,612
Equipment	3,963	226,651	56,877	169,774
Reimb Equip	-3,963		-31,336	31,336
Professional Services		0		0
Professional - Legal		0	75	-75
Salaries and Wages	579	10,591	4,145	6,446
Medicare	8	154	55	99
Fica		0	3	-3
DAC Pension Plan	46	847	327	520
Health Insurance	78	1,273	655	618
Dental Insurance	7	123	57	66
Life Insurance	2	13	19	-6
Vision Care Insurance	1	20	10	10
Worker's Compensation	6	50	7	43
Admin Support	141	4,085	992	3,093
Sub Total	9,986	593,750	49,159	544,591
FTA - 5308 Bus & Trolley / Placer Bus Purchase				
Equip over \$5,000		156,250		156,250
CIP over \$5,000		1,093,750		1,093,750
Sub Total	0	1,250,000	0	1,250,000
FTA - 5311 NDOT - Elec Fareboxes				
Equip over \$5,000		420,950		420,950
Sub Total	0	420,950	0	420,950
FTA - 5311 NDOT - Trolley				
License & Permits		250		250
Professional Services		3,656		3,656
Equip over \$5,000		233,000		233,000
Sub Total	0	236,906	0	236,906
Total Expenditures	237,935	10,061,925	1,665,494	8,396,431
Excess of Revenues over Expenditures	5,002	0	164,207	
Other Funding Sources (Uses)				
FLH 1/2 Percent Expenditures - Rd 2				
Capital Outlay - Computer Equipment		0	-10,369	10,369
FTA 5309 - CA Shelters / Transit Equip & PM				
Capital Outlay - CA Shelters			-75,890	75,890
Capital Outlay - Equipment	-3,963		-31,336	31,336
Preventative Maint Outlay	-1,039		-46,612	46,612
Total Other Funding Sources (Uses)	-5,002	0	-164,207	164,207
Net Change In Fund Balance	0	0	0	
Revenue Total	242,937	10,061,925	1,829,701	
Expenditure Total	-237,935	-10,061,925	-1,665,494	
Other Funding Sources Total	-5,002	0	-164,207	
Net + / (Loss)	0	0	0	

Unrestricted Funds - CIP	0
FY 2012 (+ / -)	0
Fund Balance @ 1/31/12	0

JS/jw

TAHOE TRANSPORTATION DISTRICT
TRANSIT FUND

ATTACHMENT D

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES TO FUND BALANCES

YEAR TO DATE AS OF JANUARY 31, 2012

	Actual January	Budget YTD	Actual YTD	Variance
REVENUES				
Transit Operations Revenues				
Private Contributions	83,745	1,406,546	635,519	771,027
Local Governments	4,167	87,552	29,167	58,386
TDA Funds	101,764	955,982	773,347	182,635
Farebox Revenue	62,040	545,819	357,676	188,143
FTA 5311 NDOT	151,661	1,200,040	628,738	571,302
FTA 5311 CalTrans	22,146	92,992	92,992	0
FTA 5311 CMAQ		200,000	200,000	0
RTAP CalTrans		0	1,411	-1,411
Insurance Claim		0	15,826	-15,826
Total Revenues	425,523	4,488,931	2,734,675	1,754,256
EXPENDITURES				
Transit Operations Expenditures				
Contract Services	345,946	2,902,633	1,613,786	1,288,847
Vehicle Fuel	51,407	785,000	298,056	486,944
Insurance	11,985	170,000	208,605	-38,605
Repairs & Maintenance	5,144	113,193	116,640	-3,447
Facility Utilities	3,878	52,260	20,066	32,194
Professional Services	370	46,000	11,503	34,497
Facility Rent	4,160	43,200	25,280	17,920
Reproduction & Printing	360	31,000	10,569	20,431
Telephone	318	30,000	12,562	17,438
Grant Match - FTA 5309 PM	208	25,001	9,322	15,679
Professional Legal	1,315	18,000	15,923	2,077
Audit Services	1,404	14,900	5,720	9,180
Training & Travel		10,630	1,864	8,766
Advertising		7,500		7,500
Vehicle Fuel Tax		1,591	902	689
Legal Notices		1,500		1,500
Subscriptions & Publications	369	1,638	1,459	179
License & Permits		225	1,359	-1,134
Bank Fees	2,838	3,000	4,130	-1,130
Financing Fees (Interest)		25,000	221	24,779
Equipment under \$5,000	4,306	0	28,299	-28,299
Depreciation	42,526	0	295,424	-295,424
Salaries and Wages	13,892	260,196	102,708	157,488
Medicare	188	3,771	1,348	2,423
Social Security		11,625	2,098	9,527
DAC Pension Plan	1,045	9,190	4,813	4,377
Health Insurance	1,302	37,531	9,126	28,405
Dental Insurance	150	4,089	1,050	3,039
Life/STD Insurance	52	433	364	69
Vision Care Insurance	27	671	188	483
Worker's Compensation	143	1,632	492	1,140
Admin Support	3,085	102,868	21,841	81,027
Total Expenditures	496,421	4,714,277	2,825,718	1,888,559
Excess of Revenues over Expenditures	-70,898	-225,346	-91,043	
Other Funding Sources (Uses)				
SNPLMA Transfer		112,153	107,264	4,889
FTA 5309 Preventative Maint Outlay	1,039	113,193	46,612	66,581
FTA 5309 Capital Outlay	3,963	0	107,226	-107,226
Total Other Funding Sources	5,002	225,346	261,101	-35,755
Net Change in Fund Balance	-65,897	0	170,058	

**TAHOE TRANSPORTATION DISTRICT
TRANSIT FUND**

ATTACHMENT D

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES TO FUND BALANCES

YEAR TO DATE AS OF JANUARY 31, 2012

	Actual January	Budget YTD	Actual YTD	Variance
Revenue Total	425,523	4,488,931	2,734,675	
Expenditure Total	-496,421	-4,714,277	-2,825,718	
Other Funding Sources	5,002	225,346	261,101	
Net + / (Loss)	<u>(65,897)</u>	<u>0</u>	<u>170,058</u>	

Invested In Capital, Net	4,200,467
Unrestricted Funds - Transit	27,986
FY 2012 (+ / -)	<u>170,058</u>
Fund Balance @ 1/31/12	4,398,511



MEMORANDUM

Date: March 5, 2012
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Review and Acceptance of BlueGO's Monthly January 2012 Operations Report

Action Requested:

It is requested the Board review and accept BlueGO's monthly operations report for January 2012.

Background:

To inform the Board of the performance of the BlueGO transit system, staff will submit a monthly summary of key operational information. Staff will also preview February's system performance, as well as address January's and other related matters cited below.

Discussion:

Seasonal shuttle ridership was surprisingly strong, increasing more than 5% in January 2012 versus the previous year. Keolis staff worked hard to ensure excellent customer service, and consistently high guest-satisfaction scores received from the Vail Corporation demonstrated the effectiveness of their programs. There were zero complaints related to bus cleanliness, as more than 560 bus washings were completed in January. Keolis also received positive feedback from the community regarding snow removal from bus stops following the storms in January.

Accident and injury investigation training was conducted with an eye toward identifying trends and preventing accidents. Keolis began requiring all visitors and employees at the Shop Street facility to wear a yellow safety vest, and lighting improvements have helped to create a safer work environment. Shoe traction-devices were also made available to all staff to improve footing on slippery surfaces.

There were three driver related complaints in January; two complaints of driver rudeness and one complaint of a driver missing a bus stop. There was an actual compliment registered about the quality of the routes.

Timothy Quigg and Jeff Jenkins both received the Safety Award in January. Each of these gentlemen has driven a public transit bus in South Lake Tahoe for over nine years and has never been determined to be at-fault in an accident or incident.

There were two minor accidents and one incident in January. One driver made contact with a fixed-object resulting in the displacement of the bumper cover. Another accident was caused by a motorist sliding through a snowy intersection and making contact with the side of our bus. Neither accident resulted in damage to the TTD buses.

A holiday reveler started 2012 off with a bang by punching out the window of a bus at approximately 1:40 a.m., New Year's Day. There were eight road calls in January, one of which resulted in more than a 10 minute delay in service.

Overall, ridership on revenue routes remained relatively stable, down 5.24% versus January 2011 and off 2.2% from the previous month. Revenue appears to be radically reduced from January 2011, but this is a result of having had a significant amount of the December 2010 fare revenue shifted to January 2011. The Transit Manager and Transit Accountant plan to revisit all fare revenue allocations dating back to November 2010, with results to be presented to the Board at the April 2012 meeting.

Additional Information:

If you have any questions or comments regarding this item, please contact Curtis Garner at (775) 589-5505 or cgarner@tahoetransportation.org.

Attachment:

- A. BlueGO statistical data for January 2012

Tahoe Transportation District
Ridership, VSH & VSM by Route
For the Month January 2012

Route	Current Year						FY 10/11						Year-over-Year Change						Year-over-Year % Change					
	Riders	VSH	NSH	VSM	NSM	Farebox	Riders	VSH	NSH	VSM	NSM	Farebox	Riders	VSH	NSH	VSM	NSM	Farebox	Riders	VSH	NSH	VSM	NSM	Farebox
Winter 10	4,397	377	48	3,496	291	-	4,247	388	12	2,835	406	0	150	-11	37	661	-115	0	3.5%	-2.8%	317.9%	23.3%	-28.3%	0.0%
11	37,536	1,194	122	11,345	887	-	29,260	1,363	46	13,993	1,125	0	8,276	-169	77	-2,648	-238	0	28.3%	-12.4%	167.0%	-18.9%	-21.2%	0.0%
12	3,709	318	26	2,032	237	-	4,199	334	10	2,724	181	0	-490	-16	16	-692	56	0	-11.7%	-4.9%	150.0%	-25.4%	31.2%	0.0%
13	2,990	311	28	3,116	318	-	5,877	361	11	3,183	194	0	-2,887	-50	17	-67	124	0						
14	8,558	356	53	3,152	699	-	9,935	589	14	3,103	368	0	-1,377	-233	39	50	332	0						
15	14,022	797	79	9,208	768	-	12,438	879	24	9,052	774	0	1,584	-82	55	156	-6	0						
16							1,641	130	8	759	134	0	-1,641	-130	-8	-759	-134	0						
17	1,389	104	32	747	504	-	1,453	70	1	432	3	0	-64	34	32	315	501	0	-4.4%	49.0%	3580.7%	72.9%	19587.5%	0.0%
Winter Subtotal	72,601	3,456	389	33,096	3,704	-	69,050	4,114	125	36,080	3,184	0	3,551	-658	264	-2,984	520	0	5.1%	-16.0%	210.3%	-8.3%	16.3%	0.0%
Fixed 19X	404	240	53	4,972	1,430	488	2,096	382	199	8,519	8,897	3,017	404	240	53	4,972	1,430	488	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
20X	1,682	322	79	7,440	1,400	2,030	2,096	382	199	8,519	8,897	3,017	-414	-60	-120	-1,079	-7,497	-987	-19.8%	-15.8%	-60.4%	-12.7%	-84.3%	-32.7%
21X	1,720	365	89	10,266	1,410	2,076	1,989	476	62	13,780	1,426	2,863	-269	-112	27	-3,514	-16	-787	-13.5%	-23.4%	42.7%	-25.5%	-1.1%	-27.5%
23	6,584	540	17	7,269	372	7,947	6,505	536	17	7,281	372	9,363	79	4	0	-12	0	-1,416	1.2%	0.8%	0.0%	-0.2%	0.0%	-15.1%
24	393	30	24	900	810	474	612	27	33	900	1,000	881	-219	3	-9	0	-190	-407	-35.8%	12.3%	-27.9%	0.0%	-19.0%	-46.1%
30																								
50	16,803	558	3	6,250	62	20,282	17,995	558	3	6,250	62	25,901	-1,192	0	0	0	0	-5,619	-6.6%	0.0%	0.0%	0.0%	0.0%	-21.7%
53	12,441	558	4	8,593	403	15,017	13,045	558	4	8,593	403	18,776	-604	0	0	0	0	-3,759	-4.6%	0.0%	0.0%	0.0%	0.0%	-20.0%
Fixed Subtotal	40,027	2,612	269	45,690	5,887	48,314	42,242	2,537	318	45,323	12,160	60,800	-2,215	76	-50	367	-6,273	-12,486	-5.2%	3.0%	-15.5%	0.8%	-51.6%	-20.5%
OnCall	1,531	608	117	7,916	380	1,848	2,758	856	119	12,859	1,020	3,970	-1,227	-249	-3	-4,943	-640	-2,122	-44.5%	-29.0%	-2.1%	-38.4%	-62.7%	-53.4%
Total	114,159	6,676	775	86,702	9,971	50,162	114,050	7,506	563	94,262	16,364	64,770	109	-831	212	-7,560	-6,393	-14,608	0.1%	-11.1%	37.6%	-8.0%	-39.1%	-22.6%

Non-Seasonal Riders 41,558
Farebox Revenue 50,162

Route	Weekday		Saturday		Sunday		Route	Prior Month						Month-over-Month Change						Month-over-Month % Change						
	VSH	NSH	VSH	NSH	VSH	NSH		Riders	VSH	NSH	VSM	NSM	Farebox	Riders	VSH	NSH	VSM	NSM	Farebox	Riders	VSH	NSH	VSM	NSM	Farebox	
10	267.59	38.06	49	5	60	5	10	2,824	258	31	2,413	324	0	1573	\$ 119	\$ 17	\$ 1,083	\$ (33)	\$ -	55.7%	46.2%	55.0%	44.9%	-10.0%	0.0%	
11	755.04	76.29	209	23	230	23	11	31,028	1,082	134	10,116	1,031	0	6508	\$ 112	\$ (11)	\$ 1,229	\$ (144)	\$ -	21.0%	10.4%	-8.4%	12.1%	-14.0%	0.0%	
12	218.36	18.72	43	3	57	4	12	2,581	243	23	1,685	232	0	1128	\$ 75	\$ 3	\$ 347	\$ 5	\$ -	43.7%	30.9%	12.6%	20.6%	2.2%	0.0%	
13	220.26	19.93	40	4	50	4	13	1,077	161	15	1,574	181	0	1913	\$ 150	\$ 13	\$ 1,542	\$ 137	\$ -							
14	213.93	33.48	70	9	72	10	14	4,844	244	34	2,113	346	0	3714	\$ 112	\$ 19	\$ 1,039	\$ 353	\$ -							
15	551.65	54.11	101	11	144	14	15	8,483	489	50	5,749	449	0	5539	\$ 308	\$ 30	\$ 3,459	\$ 319	\$ -							
17	76.00	22.97	12	4	16	5	17	1,301	64	46	590	156	0	88	\$ 40	\$ (13)	\$ 157	\$ 349	\$ -							
19X	240.02	53.46						52,138	2,540	332	24,240	2,718	0	20463	\$ 916	\$ 57	\$ 8,856	\$ 986	\$ -	39.2%	36.1%	17.3%	36.5%	36.3%	0.0%	
20X	228.60	56.32	41	10	52	13																				
21X	277.20	66.00	39	10	49	13	19X	298	240	53	5,258	1,430	328	106	\$ -	\$ -	\$ (286)	\$ -	\$ 159	35.6%	0.0%	0.0%	-5.4%	0.0%	48.5%	
23	381.74	12.32	73	2	86	3	20X	1,700	316	79	7,347	1,364	1,874	-18	\$ 6	\$ -	\$ 93	\$ 36	\$ 156	-1.1%	1.8%	0.0%	1.3%	2.6%	8.3%	
24	29.88	23.94					21X	1,882	365	89	9,784	1,165	2,075	-162	\$ -	\$ -	\$ 482	\$ 245	\$ 2	-8.6%	0.0%	0.0%	4.9%	21.0%	0.1%	
30							23	8,008	542	17	7,295	372	8,827	-1424	\$ (2)	\$ -	\$ (26)	\$ -	\$ (880)	-17.8%	-0.4%	0.0%	-0.4%	0.0%	-10.0%	
50	396.00	2.20	72	0	90	1	24	192	17	13	500	450	212	201	\$ 13	\$ 11	\$ 400	\$ 360	\$ 263	104.7%	80.0%	80.0%	80.0%	80.0%	124.1%	
53	396.00	2.64	72	0	90	1	30																			
	4,252.27	480.44	821	83	995	95	50	16,671	586	7	6,618	80	18,377	132	\$ (28)	\$ (3)	\$ (368)	\$ (18)	\$ 1,905	0.8%	-4.8%	-52.6%	-5.6%	-22.5%	10.4%	
OnCall	474.16	89.12	64	10	70	18	53	12,177	558	4	8,593	403	13,423	264	\$ -	\$ -	\$ -	\$ -	\$ 1,594	2.2%	0.0%	0.0%	0.0%	0.0%	11.9%	
								40,928	2,623	262	45,395	5,264	45,116													
Totals	4,726.43	569.56	885	93	1,065	112	OnCall	1,421	606	141	7,652	442	1,566	110	\$ 1	\$ (24)	\$ 264	\$ (62)	\$ 282	7.7%	0.2%	-16.9%	3.5%	-14.0%	18.0%	
								94,487	5,769	734	77,287	8,424	46,682		19672	\$ 907	\$ 41	\$ 9,415	\$ 1,547	\$ 3,480	20.8%	15.7%	5.6%	12.2%	18.4%	7.5%



MEMORANDUM

Date: March 5, 2012
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Approval of Resolution Authorizing the District Manager to Execute California Department of Transportation's Master Agreement for State Funded Transit Projects

Action Requested:

It is requested the Board approve the resolution authorizing the District Manager to enter into the Master Agreement for Transit Funding from the State of California.

Background:

In April 2002, the District executed a California State Master Agreement with Caltrans which will expire on April 3, 2012. This ten-year agreement is a blanket agreement for transportation operations and projects that get allocated and awarded State funding from the General Fund, State Highway Account, Public Transportation Account, Transportation Investment Fund, Traffic Congestion Relief Fund, Clean Air and Transportation Improvement Act of 1990, and other State funding sources. Specific grant agreements correlate with this Master Agreement and are specific to any particular grant project request. This agreement is required to be in place in order to submit any request for transit projects, including operations.

Discussion:

Similar to the District's Blanket Contract and Task Order concept, the Master Agreement and specific Grant Agreements work the same. By entering into the Master Agreement, the District is accepting the State's requirements for the application and use of State funding for transportation related projects and operations.

Fiscal Analysis:

The costs associated with the administration and compliance of the funding requirements will need to be considered and included in the budget as they are for the current fiscal year.

Work Program Analysis:

All work associated with the administration and compliance of the funding requirements will need to be captured under respective elements of the Work Program as it is this fiscal year.

Additional Information:

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

Attachments:

- A. Resolution
- B. Master Agreement

CH/jw

AGENDA ITEM: VII.C.

**TAHOE TRANSPORTATION DISTRICT
RESOLUTION NO. 2012-003**

**A RESOLUTION AUTHORIZING THE DISTRICT MANAGER TO EXECUTE A
CALIFORNIA DEPARTMENT OF TRANSPORTATION MASTER AGREEMENT AND
PROGRAM SUPPLEMENTS FOR STATE-FUNDED TRANSIT PROJECTS**

WHEREAS, the Tahoe Transportation District (TTD) may receive state funding from the California Department of Transportation (Department) now or sometime in the future for transit projects; and

WHEREAS, substantial revisions were made to the programming and funding process for the transportation projects programmed in the State Transportation Improvement Program, by Chapter 622 (SB 45) of the Statutes of 1997; and

WHEREAS, the Traffic Congestion Relief Act of 2000 (the Act) was established by Chapters 91 (AB 2928) and 92 (SB 496), as amended by SB 1662, of the statutes of 2000, creating the Traffic Congestion Relief Program (TCRP); and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to execute an agreement with the Department before it can be reimbursed for project expenditures; and

WHEREAS, the Department utilizes Master Agreements for State-Funded Transit Projects, along with associated Program Supplements, for the purpose of administering and reimbursing state transit funds to local agencies; and

WHEREAS, the TTD wishes to delegate authorization to execute these agreements and any amendments thereto to the District Manager;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Tahoe Transportation District that the fund recipient agrees to comply with all conditions and requirements set forth in this agreement and applicable statutes, regulations and guidelines for all state-funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the District Manager be authorized to execute the Master Agreement and all Program Supplements for State-Funded Transit Projects and any Amendments thereto with the California Department of Transportation.

PASSED AND ADOPTED by the Board of Directors of the Tahoe Transportation District at its regular meeting held on March 9, 2012, by the following vote:

Ayes:

Nays:

Abstain:

Absent:

Andrew Strain, Chair
Tahoe Transportation District

CH/jw

AGENDA ITEM: VII.C.

Master Agreement State Funded Transit Projects



California Department of Transportation

DIVISION OF MASS TRANSPORTATION
1120 N STREET, ROOM 3300
P. O. BOX 942874, MS-39
SACRAMENTO, CA 94274-0001
PHONE (916) 657-3876

**STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF MASS TRANSPORTATION**

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**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF MASS TRANSPORTATION**

**MASTER AGREEMENT
STATE FUNDED TRANSIT PROJECTS**

Effective Date of this Agreement: Month Date, Year

Termination Date of this Agreement: Month Date, Year

Recipient: Recipient Name

**APPLICABLE FUNDING SOURCES COVERED BY THIS AGREEMENT WILL BE
IDENTIFIED IN EACH SPECIFIC PROGRAM SUPPLEMENT
ADOPTING THE TERMS OF THIS AGREEMENT**

- ◆ **General Fund**
 - ◆ **State Highway Account**
 - ◆ **Public Transportation Account**
 - ◆ **Transportation Investment Fund**
 - ◆ **Traffic Congestion Relief Fund (TCR), GC 14556.40**
 - ◆ **Clean Air and Transportation Improvement Act of 1990 (PROP. 116) Bond Fund**
 - ◆ **Other State Funding Sources**
-

This AGREEMENT, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, hereinafter referred to as **RECIPIENT**, and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter referred to as **STATE**.

ARTICLE I - PROJECT ADMINISTRATION

Section 1. Program Supplement

A. General

- (1) This AGREEMENT shall have no force and effect with respect to any PROJECT unless and until a separate PROJECT specific “PROGRAM SUPPLEMENT – STATE FUNDED TRANSIT PROJECT(S),” hereinafter referred to as “PROGRAM SUPPLEMENT,” adopting all of the terms and conditions of this AGREEMENT has been fully executed by both **STATE** and **RECIPIENT**.
- (2) **RECIPIENT** agrees to complete each defined PROJECT, or the identified PROJECT Phase/Component thereof, described in the PROGRAM SUPPLEMENT adopting all of the terms and conditions of this AGREEMENT.

- (3) A financial commitment of actual PROJECT funds will only occur in each detailed and separate PROGRAM SUPPLEMENT. No funds are obligated by the prior execution of this AGREEMENT alone.
- (4) **RECIPIENT** further agrees, as a condition to the release and payment of the funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants and Conditions attached to or made a part of the PROGRAM SUPPLEMENT identifying and defining the nature of that specific PROJECT.
- (5) The PROGRAM SUPPLEMENT shall include: a detailed Scope of Work conforming to the included Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required by the applicable Program Guidelines.
 - a. The Scope of Work shall include a detailed description of the PROJECT and will itemize the major tasks and their estimated costs.
 - b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.
 - c. The Overall Funding Plan shall itemize the various PROJECT Components, the committed funding program(s) or source(s), and the matching funds to be provided by **RECIPIENT** and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].
 - d. The Project Financial Plan shall identify estimated expenditures for each PROJECT Component by funding source.
- (6) Adoption and execution of the PROGRAM SUPPLEMENT by **RECIPIENT** and **STATE**, incorporating the terms and conditions of this AGREEMENT into the PROGRAM SUPPLEMENT as though fully set forth therein, shall be sufficient to bind **RECIPIENT** to these terms and conditions when performing the PROJECT. Unless otherwise expressly delegated to a third-party in a resolution by **RECIPIENT**'s governing body, which delegation must be expressly assented to and concurred in by **STATE**, the PROGRAM SUPPLEMENT shall be managed by **RECIPIENT**.
- (7) The estimated cost and scope of each PROJECT will be as described in the applicable PROGRAM SUPPLEMENT. **STATE** funding participation for each PROJECT is limited to those amounts actually encumbered by **STATE** as evidenced in that applicable PROGRAM SUPPLEMENT. A contract awarded by **RECIPIENT** for PROJECT work in an amount in excess of said approved estimate or the PROGRAM SUPPLEMENT funding limit may exceed any said PROGRAM SUPPLEMENT cost estimate and the limits of **STATE**'s participation provided:
 - a. **RECIPIENT** provides the necessary additional funding, or
 - b. A cost increase in **STATE**'s share of PROJECT funding is first requested by **RECIPIENT** (before the cost overrun occurs) and that increase is approved by

STATE in the form of an Allocation Letter comprising the encumbrance document for that increased **STATE** funding level.

- (8) State programmed fund amounts may be increased to cover **PROJECT** cost increases only if:
 - a. Such funds are available;
 - b. **STATE** concurs with that proposed increase; and
 - c. **STATE** issues an approved Allocation Letter, Fund Shift Letter, or a Time Extension Letter with additional funding as stated in an executed amendment to that **PROGRAM SUPPLEMENT**.
- (9) When additional State programmed funds are not available, **RECIPIENT** agrees that reimbursements of invoiced **PROJECT** costs paid to **RECIPIENT** will be limited to, and shall not exceed, the amounts already approved in the **PROGRAM SUPPLEMENT** containing the **STATE** approved encumbrance documents and that any increases in **PROJECT** costs above that **STATE** supported funding level must be defrayed by **RECIPIENT** with non-State funds.
- (10) For each approved **PROGRAM SUPPLEMENT**, **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of appropriate matching funds (other than State funds) if any matching funds are specified within the **PROGRAM SUPPLEMENT**, or any attachment thereto, toward the actual cost of the **PROJECT** or the amount, if any, specified in an executed SB 2800 (Streets and Highways Code section 164.53) Agreement for local match fund credit, whichever is greater. **RECIPIENT** shall contribute not less than the required match amount toward the cost of the **PROJECT** in accordance with a schedule of payments as shown in a Project Financial Plan prepared by **RECIPIENT** as part of a **PROGRAM SUPPLEMENT**.
- (11) Upon the stated expiration date of this **AGREEMENT**, any **PROGRAM SUPPLEMENTS** executed under this **AGREEMENT** for a **PROJECT** with work yet to be completed pursuant to the approved Project Schedule shall be deemed to extend the term of this **AGREEMENT** only to conform to the specific **PROJECT** termination or completion date contemplated by the applicable **PROGRAM SUPPLEMENT** to allow that uncompleted **PROJECT** to be administered under the extended terms and conditions of this **AGREEMENT**.

B. Project Overrun

- (1) If **RECIPIENT** and **STATE** determine, at any time during the performance of a **PROJECT**, that the **PROJECT** budget may be exceeded, **RECIPIENT** shall take the following steps:
 - a. Notify the designated **STATE** representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify

potential cost savings or other measures which **RECIPIENT** will institute to bring the Project Budget into balance; and

- b. Schedule the projected overrun for discussion at the next Quarterly Review meeting; and
- c. Identify the source of additional **RECIPIENT** or other third party funds that can be made available to complete PROJECT.

C. *Scope of Work*

- (1) **RECIPIENT** shall be responsible for complete performance of the work described in the approved PROGRAM SUPPLEMENT for the PROJECT related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.
- (2) **RECIPIENT** acknowledges and agrees that **RECIPIENT** is the sole control and manager of each PROJECT and its subsequent employment, operation, repair and maintenance for the benefit of the public. **RECIPIENT** shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which these funds are derived, (b) the California Transportation Commission (CTC), (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable PROGRAM SUPPLEMENT, and (f) this AGREEMENT.

D. *Program Supplement Amendments*

PROGRAM SUPPLEMENT amendments will be required whenever there are CTC-approved changes to the cost, scope of work, or delivery schedule of a PROJECT from those specified in the original PROJECT Application and the original PROGRAM SUPPLEMENT. Those changes shall be mutually binding upon the Parties only following the execution of a PROGRAM SUPPLEMENT amendment.

Section 2. Allowable Costs and Payments

A. *Allowable Costs and Progress Payment Vouchers*

- (1) Not more frequently than once a month, but at least quarterly, **RECIPIENT** will prepare and submit to **STATE** (directed to the attention of the appropriate State District Transit Representative) signed Progress Payment Vouchers for actual PROJECT costs incurred and paid for by **RECIPIENT** consistent with the Scope of Work document in the PROGRAM SUPPLEMENT and **STATE** shall pay those uncontested allowable costs once the voucher is approved. If no costs were incurred during any given quarter, **RECIPIENT** is exempt from submitting a signed Progress Payment Voucher; but is still required to present a progress report at each Quarterly Review.

- (2) **STATE** shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the PROJECT Financial Plan. However, accelerated reimbursement of PROJECT funds in excess of the amounts indicated in the Project Financial Plan, cumulatively by fiscal year, may be allowed at the sole discretion of **STATE** if such funds are available for encumbrance to fulfill that need.
- (3) Each such voucher will report the total of PROJECT expenditures from all sources (including those of **RECIPIENT** and third parties) and will specify the percent of State reimbursement requested and the fund source. The voucher should also summarize State money requested by PROJECT component (environmental and permits, plans specifications, and estimates (PS&E); right of way; construction; rolling stock; or--if bond funded--private activity usage) and phase, and shall be accompanied by a report describing the overall work status and progress on PROJECT tasks. If applicable, the first voucher shall also be accompanied by a report describing any tasks specified in the PROGRAM SUPPLEMENT which were accomplished prior to the Effective Date of this AGREEMENT or the PROGRAM SUPPLEMENT with costs to be credited toward any required local contribution described in Article II, Section 1 of this Agreement (but only if expended pursuant to any applicable prior executed Agreement for Local Match Fund Credit between **RECIPIENT** and **STATE**).
- (4) An Indirect Cost Rate Proposal and/or Central Service Cost Allocation plan and related documentation approved under cognizant agency regulations are to be provided to **STATE** (Caltrans Audits & Investigations) annually for their review, and approval and filing prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for reimbursement.

B. Advance Payments (TCR Projects Only)

- (1) Advance reimbursements or payments by **STATE** are not allowed except in the case of TCR funded Projects, and only then when expressly authorized by the CTC.
- (2) In order to receive a CTC approved TCR payment advance, **RECIPIENT** must provide duplicate signed invoices to **STATE** requesting payment of that authorized advance.
- (3) For TCR Projects approved for advanced payment allocation by the CTC, said advance payment shall be deposited by **RECIPIENT** in an interest bearing account held by institutions with long-term credit ratings of "AA" or better from at least two nationally recognized credit rating agencies, or in instruments issued by and secured by the full faith and credit of the U.S. Government or by an agency of the U.S. Government. No TCR interest earnings may be spent on the PROJECT. Interest earned shall be recorded and documented from the time the TCR funds are first deposited in **RECIPIENT**'s account until all the approved TCR advance funds have been expended or returned to **STATE** together with all accrued interest. Interest earned shall be reported to **STATE**'s Project Coordinator on an annual basis and upon the final PROJECT

payment when interest earnings, overpayments, and unexpended advanced TCR funds shall be returned to **STATE** no later than thirty (30) days after **PROJECT** completion or termination of the **PROGRAM SUPPLEMENT**, whichever is first in time.

- (4) Advanced funds are to be expended only as indicated in the approved TCR Application. **RECIPIENT** must be able to document the expenditures/disbursement of funds advanced to only pay for actual allowable **PROJECT** costs incurred.
- (5) Except as expressly allowed hereinbelow, non-TCR funds and TCR project funds not authorized for advance payment can only be released by **STATE** as reimbursement of actual allowable **PROJECT** costs already incurred and paid for by **RECIPIENT** no earlier than the effective date of this **AGREEMENT** and not incurred beyond the **AGREEMENT/PROGRAM SUPPLEMENT** Termination Date.
- (6) Where advance payments are authorized in a **PROGRAM SUPPLEMENT**, **RECIPIENT** must report and document the expenditure/disbursement of funds advanced to pay for actual eligible **PROJECT** costs incurred, at least quarterly, using a Progress Payment Voucher to be approved by **STATE**'s District Project Administrator.

C. Expedited Payments

Should **RECIPIENT** have a valid Memorandum of Understanding (MOU) for "Expedited Payment" on file with **STATE**'s Accounting Service Center, **RECIPIENT** will, not more frequently than as authorized by that MOU, prepare and submit to **STATE** an Expedited Payment Invoice for reimbursements that are consistent with that MOU, this **AGREEMENT**, and the applicable **PROGRAM SUPPLEMENT**. Expedited Payments are subject to policies established in the Caltrans Accounting Manual. One time payments and final payments eligible for expedited pay pursuant to this Section will have ten percent (10%) of each invoice amount withheld until **PROJECT** completion and **STATE** has evaluated **RECIPIENT**'s performance and made a determination that all requirements assumed under this **AGREEMENT** and the relevant **PROGRAM SUPPLEMENT** have been satisfactorily fulfilled by **RECIPIENT**.

D. Advance Expenditure of Local Funds

Government Code section 14529.17 (AB 872) allows public agencies to expend their own funds on certain programmed projects prior to the CTC's allocation of funds, and, upon receipt of CTC approval, to then seek reimbursement for those allowable prior expenditures following execution of a **PROGRAM SUPPLEMENT** wherein **STATE** acknowledges and accepts those statutorily authorized prior expenditures as a credit towards a required **RECIPIENT** match, (if any) or as eligible **PROJECT** expenditures for reimbursement.

E. Travel Reimbursement

Payments to **RECIPIENT** for **PROJECT** related travel and subsistence expenses of **RECIPIENT** forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid rank and file State employees under current

State Department of Personnel Administration (DPA) rules. If the rates invoiced by **RECIPIENT** are in excess of those authorized DPA rates, then **RECIPIENT** is responsible for the cost difference, and any overpayments inadvertently paid by **STATE** shall be reimbursed to **STATE** by **RECIPIENT** on demand.

F. *Final Invoice*

The PROGRAM SUPPLEMENT Termination Date refers to the last date for **RECIPIENT** to incur valid PROJECT costs or credits and is the date that the PROGRAM SUPPLEMENT expires. **RECIPIENT** has one hundred and eighty (180) days after that Termination Date to make already incurred final allowable payments to PROJECT contractors or vendors, prepare the PROJECT Closeout Report, and submit the final invoice to **STATE** for reimbursement of allowable PROJECT costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any PROJECT costs. **RECIPIENT** expressly waives any right to allowable reimbursements from **STATE** pursuant to this AGREEMENT for costs incurred after that termination date and for costs invoiced to **RECIPIENT** for payment after that one hundred and eightieth (180th) day following the PROJECT Termination Date.

ARTICLE II – GENERAL PROVISIONS

Section 1. Funding

A. *Local Match Funds*

Subparagraphs “(1) and (2)” within this Section 1.A. apply only to those PROJECTS where the PROJECT funding is programmed to require a local match. (See individual Program Guidelines for specific funding requirements).

- (1) Except where specifically allowed by the applicable PROGRAM SUPPLEMENT, reimbursement of and credits for local matching funds will be made or allowed only for work performed after the Effective Date of a PROGRAM SUPPLEMENT and prior to the Termination Date unless permitted as local match PROJECT expenditures made prior to the effective date of the PROGRAM SUPPLEMENT pursuant to Government Code section 14529.17 or by an executed SB 2800 Agreement for Local Match Fund Credit.
- (2) **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the PROGRAM SUPPLEMENT or any attachment thereto, toward the actual cost of the PROJECT or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater. **RECIPIENT** shall contribute not less than its required match amount toward the PROJECT cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by **RECIPIENT** and approved by **STATE** as part of a PROGRAM SUPPLEMENT.

B. *Funding Contingencies*

Delivery by **STATE** of all funds encumbered to reimburse allowable **PROJECT** costs pursuant to this **AGREEMENT** is contingent upon prior budget action by the Legislature, fund allocation by the CTC or the United States Department of Transportation, and submittal by **RECIPIENT** and approval by **STATE** of all **PROJECT** documentation, including, without limitation, that required by Government Code section 14085. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, **RECIPIENT** shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the **PROGRAM SUPPLEMENT** will be amended to reflect the resultant necessary changes in **PROJECT** funding, scope, or scheduling.

C. *Funds Movement*

RECIPIENT shall not make any proposed changes in any of the four **PROJECT** expenditure Components (Environmental and Permits, PS&E, Right-of-Way and Construction (including major equipment acquisitions) without prior written **STATE** approval. **STATE** will also determine whether those proposed changes are significant enough to warrant CTC review. Specific rules and guidelines regarding this process may be detailed in the applicable CTC Resolutions, including, but not limited to, numbers G-06-04 and G-06-20 or their successors.

Section 2. Audits and Reports

A. *Cost Principles*

- (1) **RECIPIENT** agrees to comply with Title 2 Code of Federal Regulations 225 (2 CFR 225) Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (2) **RECIPIENT** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving **PROJECT** funds as a contractor or sub-contractor under this **AGREEMENT** shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- (3) Any **PROJECT** costs for which **RECIPIENT** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 225, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by **RECIPIENT** to **STATE**. Should

RECIPIENT fail to reimburse moneys due **STATE** within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, **STATE** is authorized to intercept and withhold future payments due **RECIPIENT** from **STATE** or any third-party source, including but not limited to, the State Treasurer, the State Controller and the CTC.

B. *Record Retention*

- (1) **RECIPIENT** agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of **RECIPIENT**, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **RECIPIENT**, its contractors and subcontractors connected with PROJECT performance under this AGREEMENT and each PROGRAM SUPPLEMENT shall be maintained for a minimum of three (3) years from the date of final payment to **RECIPIENT** under a PROGRAM SUPPLEMENT and shall be held open to inspection, copying, and audit by representatives of **STATE**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **RECIPIENT**, its contractors, and subcontractors upon receipt of any request made by **STATE** or its agents. In conducting an audit of the costs and match credits claimed under this AGREEMENT, **STATE** will rely to the maximum extent possible on any prior audit of **RECIPIENT** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **RECIPIENT**'s external and internal auditors may be relied upon and used by **STATE** when planning and conducting additional audits.
- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of **RECIPIENT**'s contracts with third parties pursuant to Government Code section 8546.7, **RECIPIENT**, **RECIPIENT**'s contractors and subcontractors and **STATE** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to **RECIPIENT** under any PROGRAM SUPPLEMENT. **STATE**, the California State Auditor, or any duly authorized representative of **STATE** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions, and **RECIPIENT** shall furnish copies thereof if requested.

- (3) **RECIPIENT**, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **STATE**, for the purpose of any investigation to ascertain compliance with this AGREEMENT.

C. *Quarterly Review*

- (1) Subject to the discretion of **STATE**, **RECIPIENT** and **STATE** agree to conduct, on a quarterly basis, on-site reviews of all aspects of the progress of each PROJECT. **RECIPIENT** agrees, during each quarterly progress review, to inform **STATE** regarding:
 - a. Whether the PROJECT is proceeding on schedule and within budget;
 - b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in a PROGRAM SUPPLEMENT;
 - c. Major construction accomplishments during the quarter;
 - d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;
 - e. The status of the PROJECT budget; and
 - f. The status of critical elements of PROJECT.
- (2) Quarterly reviews of **RECIPIENT** progress will include consideration of whether reported implementation activities are within the scope of the PROJECT PROGRAM SUPPLEMENT and in compliance with State laws, regulations, and administrative requirements.

Section 3. Special Requirements

A. *California Transportation Commission (CTC) Resolutions*

- (1) **RECIPIENT** shall adhere to applicable CTC policies on “Timely Use of Funds” as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of TCR funds; and Resolution G-09-11, adopted October 14, 2009, to provide guidance for the use of Proposition 116 and STIP funds. These resolutions, and/or successor resolutions in place at the time a PROGRAM SUPPLEMENT is executed, shall be applicable to all Prop 116, STIP and TCR funds, respectively.
- (2) **RECIPIENT** shall be bound to the terms and conditions of this AGREEMENT; the PROJECT application contained in the PROGRAM SUPPLEMENT (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the PROGRAM SUPPLEMENT is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of **STATE** and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary

enforcement action by CTC or **STATE**. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the PROGRAM SUPPLEMENT is signed (if applicable) shall also be considered to be binding provisions of this AGREEMENT.

- (3) **RECIPIENT** shall conform to any and all permit and mitigation duties associated with PROJECT as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a PROGRAM SUPPLEMENT is signed, as applicable, at the expense of **RECIPIENT** and/or the responsible party and without any further financial contributions or obligations on the part of **STATE** unless a separate PROGRAM SUPPLEMENT expressly provides funding for the specific purpose of hazardous materials remediation.

B. RECIPIENT Resolution

- (1) **RECIPIENT** has executed this AGREEMENT pursuant to the authorizing **RECIPIENT** resolution, attached as Attachment II to this AGREEMENT, which empowers **RECIPIENT** to enter into this AGREEMENT and which may also empower **RECIPIENT** to enter into all subsequent PROGRAM SUPPLEMENTS adopting the provisions of this AGREEMENT.
- (2) If **RECIPIENT** or **STATE** determines that a separate Resolution is needed for each PROGRAM SUPPLEMENT, **RECIPIENT** will provide information as to who the authorized designee is to act on behalf of the **RECIPIENT** to bind **RECIPIENT** with regard to the terms and conditions of any said PROGRAM SUPPLEMENT or amendment and will provide a copy of that additional Resolution to **STATE** with the PROGRAM SUPPLEMENT or any amendment to that document.

C. Termination

- (1) **STATE** reserves the right to terminate funding for any PROGRAM SUPPLEMENT upon written notice to **RECIPIENT** in the event that **RECIPIENT** fails to proceed with PROJECT work in accordance with the PROGRAM SUPPLEMENT, the bonding requirements, if applicable, or otherwise violates the conditions of this AGREEMENT and/or the PROGRAM SUPPLEMENT or the funding allocation such that substantial performance is significantly endangered.
- (2) No such termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, **RECIPIENT** either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, **RECIPIENT** proceeds thereafter to complete the cure in a manner and time line acceptable to **STATE**. Any such termination shall be accomplished by delivery to **RECIPIENT** of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the

period before the effective termination date, **RECIPIENT** and **STATE** shall meet to attempt to resolve any dispute.

- (3) Following a fund encumbrance made pursuant to a PROGRAM SUPPLEMENT, if **RECIPIENT** fails to expend TCR/GENERAL FUND monies by June 30 of any applicable Fiscal Year that those funds would revert, those funds will be deemed withdrawn and will no longer be available to reimburse PROJECT work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to **RECIPIENT** by **STATE**.
- (4) In the event **STATE** terminates a PROGRAM SUPPLEMENT for convenience and not for a default on the part of **RECIPIENT** as is contemplated in C (1) and (2) above of this Section 3, **RECIPIENT** shall be reimbursed its authorized costs up to **STATE**'s proportionate and maximum share of allowable PROJECT costs incurred to the date of **RECIPIENT**'s receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination date by **RECIPIENT** to effect such termination following receipt of that termination notice.

D. Third Party Contracting

- (1) **RECIPIENT** shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of **STATE**. Contracts awarded by **RECIPIENT**, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.
- (2) Any subcontract entered into by **RECIPIENT** as a result of this AGREEMENT shall contain the provisions of ARTICLE II – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.
- (3) To be eligible for local match credit, **RECIPIENT** must ensure that local match funds used for the PROJECT meet the General Provisions requirements outlined in this ARTICLE II in the same manner as required of all other PROJECT expenditures.
- (4) In addition to the above, the preaward requirements of third party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

E. *Change in Funds and Terms/Amendments*

This AGREEMENT and the resultant PROGRAM SUPPLEMENTS may be modified, altered, or revised only with the joint written consent of **RECIPIENT** and **STATE**.

F. *Project Ownership*

- (1) Unless expressly provided to the contrary in a PROGRAM SUPPLEMENT, subject to the terms and provisions of this AGREEMENT, **RECIPIENT**, or a designated subrecipient acceptable to **STATE**, as applicable, shall be the sole owner of all improvements and property included in the PROJECT constructed, installed or acquired by **RECIPIENT** or subrecipient with funding provided to **RECIPIENT** under this AGREEMENT. **RECIPIENT**, or subrecipient, as applicable, is obligated to continue operation and maintenance of the physical aspects of the PROJECT dedicated to the public transportation purposes for which PROJECT was initially approved unless **RECIPIENT**, or subrecipient, as applicable, ceases ownership of such PROJECT property; ceases to utilize the PROJECT property for the intended public transportation purposes; or sells or transfers title to or control over PROJECT and **STATE** is refunded the Credits due **STATE** as provided in paragraph (4) herein below.
- (2) Should State bond funds be encumbered to fund any part of a PROJECT under this AGREEMENT, then, at **STATE**'s option, before **RECIPIENT** will be permitted to make any proposed change in use, **RECIPIENT** shall be required to first obtain a determination by Bond Counsel acceptable to the State Treasurer's Office and **STATE** that a change in the operation, proportion, or scope of PROJECT as originally proposed by **RECIPIENT** will not adversely affect the tax exempt status of those bonds.
- (3) PROJECT right-of-way, PROJECT facilities constructed or reconstructed on a PROJECT site and/or PROJECT property (including vehicles and vessels) purchased by **RECIPIENT** (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this AGREEMENT) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the PROGRAM SUPPLEMENT and related Bond Fund Certification documents, if applicable, unless **STATE** agrees otherwise in writing. Vehicles acquired as part of PROJECT, including, but not limited to, buses, vans, rail passenger equipment and ferry vessels, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this AGREEMENT, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements.
- (4) (a) Except as otherwise set forth in this Section 4, **STATE**, or any other **STATE**-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at **STATE**'s sole option, equivalent to the proportionate PROJECT funding participation received by **RECIPIENT** from

STATE if **RECIPIENT**, or a sub-recipient, as applicable, (i) ceases to utilize **PROJECT** for the original intended public transportation purposes or (ii) sells or transfers title to or control over **PROJECT**. If federal funds (meaning only those federal funds received directly by **RECIPIENT** and not federal funds derived through or from the State) have contributed to the **PROJECT**, **RECIPIENT** shall notify both **STATE** and the original federal source of those funds of the disposition of the **PROJECT** assets or the intended use of those sale or transfer receipts.

- (b) **STATE** shall also be entitled to an acquisition Credit for any future purchase or condemnation of all or portions of **PROJECT** by **STATE** or a designated representative or agent of **STATE**.
- (c) The Credit due **STATE** will be determined by the ratio of **STATE**'s funding when measured against the **RECIPIENT**'s funding participation (the Ratio). For purposes of this Section 4, the State's funding participation includes federal funds derived through or from **STATE**. That Ratio is to be applied to the then present fair market value of **PROJECT** property acquired or constructed as provided in (d) and (e) below.
- (d) For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by **STATE**, of the **PROJECT** property acquired or improved under this AGREEMENT.
- (e) Such Credit due **STATE** as a refund shall not be required if **RECIPIENT** dedicates the proceeds of such sale or transfer exclusively to a new or replacement **STATE** approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due **STATE** should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.
 - (1) In determining the present fair market value of property for purposes of calculating **STATE**'s Credit under this AGREEMENT, any real property portions of a **PROJECT** site contributed by **RECIPIENT** shall not be included. In determining **STATE**'s proportionate funding participation, **STATE**'s contributions to third parties (other than **RECIPIENT**) shall be included if those contributions are incorporated into the **PROJECT**.
 - (2) Once **STATE** has received the Credit as provided for above because **RECIPIENT**, or a sub-recipient, as applicable, has (a) ceased to utilize the **PROJECT** for the described intended public transportation purpose(s) for which **STATE** funding was provided and **STATE** has not consented to that cessation of services or (b) sold or transferred title to or control over **PROJECT** to another

party (absent **STATE** approval for the continued transit operation of the **PROJECT** by that successor party under an assignment of **RECIPIENT**'s duties and obligations), neither **RECIPIENT**, subrecipient, nor any party to whom **RECIPIENT** or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this **AGREEMENT** to continue operation of **PROJECT** and/or **PROJECT** facilities for those described public transportation purposes, but may then use **PROJECT** and/or any of its facilities for any lawful purpose.

- (3) To the extent that **RECIPIENT** operates and maintains Intermodal Transfer Stations as any integral part of **PROJECT**, **RECIPIENT** shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of **STATE**, **RECIPIENT** shall also authorize State-funded bus services to use those stations and appurtenances without any charge to **STATE** or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).
- (4) Special conditions apply to any proposed sale or transfer or change of use as respects **PROJECT** property, facilities or equipment acquired with tax free State bond funds and **RECIPIENT** shall conform to those restrictions as set forth herein and in said bonds.

G. Disputes

STATE and **RECIPIENT** shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, **RECIPIENT** shall submit to the **STATE**'s District Contract Manager or designee a written demand for a decision regarding the disposition of any dispute arising under this agreement. The District Contract Manager shall make a written decision regarding the dispute and will provide it to the fund **RECIPIENT**. The fund **RECIPIENT** shall have an opportunity to challenge the District Contract Manager's determination but must make that challenge in writing within ten (10) working days to the Mass Transportation Program Manager or his/her designee. [If the fund **RECIPIENT** challenge is not made within the ten (10) day period, the District Contract Manager's decision shall become the final decision of the **STATE**.] **STATE** and **RECIPIENT** shall submit written, factual information and supporting data in support their respective positions. The decision of the Mass Transportation Program Manager or his/her designee shall be final, conclusive and binding regarding the dispute, unless **RECIPIENT** commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

H. Hold Harmless and Indemnification

- (1) Neither **STATE** nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by **RECIPIENT**, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this AGREEMENT or any PROGRAM SUPPLEMENT or as respects environmental clean up obligations or duties of **RECIPIENT** relative to PROJECT. It is also understood and agreed that, **RECIPIENT** shall fully defend, indemnify and hold the CTC and **STATE** and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by **RECIPIENT** under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this AGREEMENT and all PROGRAM SUPPLEMENTS.
- (2) **RECIPIENT** shall indemnify, defend and hold harmless **STATE**, the CTC and the State Treasurer relative to any misuse by **RECIPIENT** of State funds, PROJECT property, PROJECT generated income or other fiscal acts or omissions of **RECIPIENT**.

I. *Labor Code Compliance*

RECIPIENT shall include in all subcontracts awarded using PROJECT funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the **RECIPIENT**.

J. *Non-Discrimination*

- (1) In the performance of work under this AGREEMENT, **RECIPIENT**, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, family and medical care leave, pregnancy leave, and disability leave. **RECIPIENT**, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **RECIPIENT**, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of **RECIPIENT**'s contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

- (2) Should federal funds be constituted as part of PROJECT funding or compensation received by **RECIPIENT** under a separate Contract during the performance of this AGREEMENT, **RECIPIENT** shall comply with this AGREEMENT and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.
- (3) **RECIPIENT** shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

K. State Fire Marshal Building Standards Code

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, **RECIPIENT** shall request that the State Fire Marshal review PROJECT PS&E to ensure PROJECT consistency with State fire protection standards.

L. Americans with Disabilities Act

By signing this Master Agreement, **RECIPIENT** assures **STATE** that **RECIPIENT** shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

M. Access for Persons with Disabilities

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. **RECIPIENT** will award no construction contract unless **RECIPIENT**'s plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

N. Disabled Veterans Program Requirements

- (1) Should Military and Veterans Code sections 999 et seq. be applicable to **RECIPIENT**, **RECIPIENT** will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or **RECIPIENT**'s applicable higher goals) in the award of every contract for PROJECT work to be performed under these this AGREEMENT.
- (2) **RECIPIENT** shall have the sole duty and authority under this AGREEMENT and each PROGRAM SUPPLEMENT to determine whether these referenced code sections are applicable to **RECIPIENT** and, if so, whether good faith efforts asserted by those contractors of **RECIPIENT** were sufficient as outlined in Military and Veterans Code sections 999 et seq.

O. *Environmental Process*

Completion of the PROJECT environmental process (“clearance”) by **RECIPIENT** (and/or **STATE** if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting PROJECT funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any PROJECT effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

ARTICLE III – SPECIAL PROVISIONS

Section 1. Bond Provisions (Applicable only to State Bond Funding encumbered against a specific Program Supplement).

A. *General Bond Provisions*

- (1) If **RECIPIENT** enters into a management contract with a private party (including AMTRAK) for operation of rail, ferry or other transportation services in connection with PROJECT, **RECIPIENT** will obtain prior approval from Bond Counsel acceptable to **STATE** that the terms of that management contract meet the requirements of Internal Revenue Service Revenue Procedure 97-13 (as supplemented or amended) or any successor thereto (dealing generally with guidelines for when management contracts may be deemed not to create a "private use" of bond-financed property) or are otherwise acceptable. **RECIPIENT** must also be prepared to certify, upon request of **STATE**, that the revenues which **RECIPIENT** (or its manager) will receive directly from the operation of transportation services in connection with PROJECT (but not including any subsidy of the transportation operation from taxes or other outside fund sources) are, for any fiscal year, less than the ordinary and necessary expenses directly attributable to the operation and maintenance of the transportation system (excluding any overhead or administrative costs of **RECIPIENT**).
- (2) Except as provided in this Article III, A (1), **STATE** and **RECIPIENT** agree that any costs of PROJECT acquired or constructed by **RECIPIENT** allocable to portions of PROJECT which are subject to any property interests held by a non-governmental person(s) in connection with business activities, such as easements, leases, or fee interests, not generally enjoyed by the public (hereinafter referred to as “Non-Governmentally Used Property” or “NUP”) shall require the prior approval of **STATE** and the State Treasurer, as applicable. If **RECIPIENT** receives any revenues or profits

from any NUP activities allowed pursuant to this Article (whether approved at this time or hereafter approved by **STATE**), **RECIPIENT** agrees that such revenues or profits shall be used exclusively for the public transportation services for which **PROJECT** was initially approved, either for capital improvements or operating costs. If **RECIPIENT** does not so dedicate those revenues or profits, a proportionate share shall (unless disapproved by Bond Counsel) be paid to **STATE** equivalent to the Ratio of **STATE**'s percentage of participation in **PROJECT**.

- (3) Notwithstanding the foregoing, **RECIPIENT** may be authorized to receive an allocation of bond proceeds for NUP activity, in an amount not to exceed the amount specified in the **PROGRAM SUPPLEMENT**, if **RECIPIENT** submits a certified bond certification questionnaire to the **STATE**, and both the **STATE** and the State Treasurer approve the private activities contained therein.
- (4) **RECIPIENT** shall not loan any portion of bond proceeds funding **PROJECT** to any private (including nonprofit) person or business. For this purpose, a "loan" includes any arrangement that is the economic equivalent of a loan, regardless of how it is named.
- (5) Delivery by **STATE** of any bond funds is contingent on the sale of bonds by the State Treasurer. **STATE** shall not be held liable for any resulting damage or penalty to **RECIPIENT** in the event bond sales are delayed, canceled, or downsized or other **AGREEMENT** funds are restricted, limited or otherwise conditioned by acts of Congress, the Internal Revenue Service, the United States Department of Transportation, the Legislature, or the CTC.
- (6) **RECIPIENT** shall, for the purposes of any State bond funded right of way acquisition which will become a permanent part of **PROJECT** (such acquisitions exclude temporary construction easements, property allocated to matching funds, and excess property purchased with State funds whose resale proceeds are returned or credited to **STATE**), maintain ownership of such **PROJECT** property for a minimum of twenty years or until the bonds have matured, whichever occurs first, before transferring or selling such property (subject to all refunds or Credits due **STATE** as provided hereinabove).
- (7) Where **RECIPIENT**'s **PROJECT** includes a commuter rail **PROJECT** within the meaning of Proposition 116, **RECIPIENT** shall coordinate and share with other public transit operators any rail rights-of-way, common maintenance services and station facilities used for intercity and commuter rail. Intercity and commuter rail services shall be coordinated with each other, with other providers and with freight traffic to provide integrated rail passenger and freight services with minimal conflict.
- (8) **RECIPIENT** agrees that all passenger vehicles, rail, and water borne ferry equipment, and all facilities acquired or constructed with Proposition 116 bond funds shall be accessible to persons with physical disabilities, including wheelchair users, at all stops, stations and terminals, whether or not staffed.

- (9) NUP shall, for accounting and bookkeeping purposes, first be allocated to funding sources other than the State bond funds. For purposes of making such allocations, the costs attributable to NUP involving a sale, easement, lease or similar arrangement shall be determined on the basis of a fair allocation of value, which may include determinations based upon square meters/feet of the area encumbered by the NUP lease or easement relative to the total area acquired or constructed if all such area is of approximately equal value.
- (10) NUP will include, but is not limited to, property which is sold (including sales of air and subsurface rights), and property subject to easements, leases or similar rights. A rail right of way will not be treated as NUP solely as a result of a Freight Use Easement retained by the seller of the right of way to **RECIPIENT**, provided that the sales agreement appropriately excludes the Freight Use Easement from the property or rights being acquired. Further, notwithstanding anything in this Article III to the contrary, **RECIPIENT** may allocate grant funds to the cost of any NUP if (a) neither **RECIPIENT** nor any other governmental entity will receive, directly or indirectly, any payments from or on behalf of the non-governmental user of the NUP, or (b) the payment from such user does not exceed the operation and maintenance costs fairly attributable or allocable to the non-governmental use of the NUP.
- (11) **RECIPIENT** shall request, in writing, **STATE**'s advance approval if **PROJECT** funds are to be allocated to any NUP except "incidental use" property described below. If property, the costs of which have previously been allocated to **PROJECT** funds, is to become NUP before the State bond funds are fully paid or redeemed, then **RECIPIENT** may allocate the costs of such property to another funding source as provided or obtain **STATE**'s approval that the allocation of the costs of such property to the bond funds may remain. It is anticipated that **STATE**'s approval will be granted if, taking into account the existing and expected uses of the proceeds of the State bonds, **STATE** determines that the continued tax-exempt status of the State bonds will not be adversely affected and that the use of the property is consistent with **PROJECT** and its described purpose.
- (12) For purposes of these fund source allocations, **RECIPIENT** does not have to consider NUP as including those "incidental uses" of **PROJECT** (for example, advertising billboards, vending machines, telephones, etc.) which meet the applicable requirements of federal tax regulations (IRS Notice 87-69 or any successor thereto). In general, such Notice requires that the incidental use not be physically separated from the rest of **PROJECT** and not comprise, in the aggregate, more than 2-1/2% of the total costs of **PROJECT**.

Section 2. TCRP PROJECTS

The TRAFFIC CONGESTION RELIEF (TCR) ACT OF 2000 (the "ACT"), was added (in Chapter 4.5, commencing with section 14556) to part 5.3 of Division 3 of Title 2 of the Government Code by AB 2928 and SB 406, as amended by SB 1662 and AB 1705. As directed

by the ACT and the CTC established Guidelines (as set out in CTC Resolution G-06-04), and as those Guidelines may be amended prior to the execution of a future PROGRAM SUPPLEMENT, said Guidelines shall apply to each TCRP funded PROJECT. By this reference, those Guidelines are made an express part of this AGREEMENT and shall apply to each TCRP funded PROJECT. **RECIPIENT** will cause its specific TCRP mandated Resolution to be attached as part of any TCRP funded PROGRAM SUPPLEMENT as a condition precedent to the acceptance of TCR ACT funds for that PROJECT.

Section 3. PROJECT MANAGEMENT

- (1) **STATE's** PROJECT administrator for this AGREEMENT shall be the chief of the State Transit Grants Branch of the Division of Mass Transportation. **RECIPIENT's** General Manager, Executive Director or a Designee as named in writing to **STATE** following execution of this AGREEMENT shall be the administrator acting for **RECIPIENT**.
- (2) PROGRAM SUPPLEMENT administrators for **STATE** shall be the applicable District Division Chief for Planning and for **RECIPIENT**, the designee named in the applicable PROGRAM SUPPLEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized officers.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DIVISION OF MASS TRANSPORTATION**

RECIPIENT NAME

BY: _____
TERRY FARRIS, Chief
State Transit Grants Branch

BY: _____
EXECUTIVE NAME
Title

APPROVED AS TO FORM AND PROCEDURE

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

BY: _____
TODD VAN SANTEN
Attorney

ATTACHMENT I

CTC RESOLUTION G-91-2

Passed by the CTC on February 21, 1991

**CALIFORNIA TRANSPORTATION COMMISSION
RESOLUTION G-91-2**

**Commission Policy Resolution for Hazardous Waste Identification
and Cleanup for Rail Right-of-Way**

WHEREAS, the Commission has programmed funding for rail right-of-way acquisition in the 1990 State Transportation Improvement Program and may allocate funds for rail right-of-way acquisition from the Clean Air and Transportation Improvement Act; and

WHEREAS, hazardous wastes, based upon federal and state statutes and regulations, include but are not limited to such categories as heavy metals, (e.g., lead), inorganic (e.g., excessive mineral levels) and organic compounds (e.g., petroleum products), and can occur on a property's surface and subsurface; and

WHEREAS, rail properties often have hazardous wastes exceeding State of California and federal hazardous waste standards; and

WHEREAS, such properties contaminated with hazardous wastes require mitigation prior to using them for rail purposes; and

WHEREAS, hazardous wastes discovered on rail property may significantly impact property value, project scheduling and future liability for the grant applicant; and

WHEREAS, the Commission must be assured that acquisition of rail properties have been fully reviewed by the grant applicant, and if warranted, the grant applicant has tested for hazardous wastes; and

WHEREAS, if hazardous wastes exist, the Commission must be assured that the hazardous wastes identified has either been cleaned up, or financial responsibility for the cleanup has been determined prior to title transfer to the grant applicant, or easement has been secured in lieu of purchasing the property, and the subsurface rights and liability for hazardous wastes remain with the property seller; and

WHEREAS, hazardous wastes identified subsequent to title transfer to the grant applicant will be cleaned up by the seller or a mechanism to recover clean-up-costs is established and executed as a condition prior to title transfer; and

WHEREAS, full due diligence is necessary in discovering hazardous waste and is an essential element in acquiring rail right-of-way properties by the grant applicant; and

NOW THEREFORE BE IT RESOLVED, that acquisition of all rail right-of-way properties will be fully investigated by the grant applicant to determine the absence/presence of hazardous wastes. Investigations shall be conducted in accordance to the standards and practices of the local, state and/or federal regulatory agencies having jurisdiction and by personnel adequately trained in hazardous waste investigation; and

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BE IT FURTHER RESOLVED, that all properties, discovered with hazardous wastes, which exceed the federal/state standards, will be cleaned up to the satisfaction of the responsible local, state and/or federal regulatory agency. The appropriate regulatory agency shall certify to grant applicant that the cleanup has been completed; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution to the Commission that all reasonable steps have been completed to assure full due diligence in the discovery of hazardous waste has been achieved during the acquisition of rail right-of-way and the state is held harmless from cleanup liability or damages, both present and future; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution that it will not seek further state funding, for cleanup, damages, or liability cost associated with hazardous wastes on or below acquired property's surface; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission:

- that all rail right-of-way acquisition properties have been investigated and have been found clean;
- or that the cleanup of discovered hazardous waste has been completed prior to acquisition of the property;
- or that the grant applicant has obtained permanent easement and the subsurface rights and liability and full responsibility to pay for and remove such hazardous waste remains with the seller in conformance with applicable State and Federal law;
- or if hazardous wastes are known to exist prior to acquisition and if the applicant determines that time is of the essence for acquisition, then and in that event, an enforceable agreement will be entered into requiring the responsible party(ies) to clean all hazardous wastes by a date certain, with the option of funds sufficient for the clean-up costs deposited in escrow by the seller.

In the event of failure to clean up by the date determined, the recipient of the grant will make full restitution to the **STATE** for its participation. This resolve does not preclude the recipient from requesting re-allocation not to exceed the refunded amount after the hazardous waste(s) have been fully removed from the subject site; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission that the seller from whom properties have been acquired retain liability for any hazardous waste investigation and/or cleanup, and damages discovered subsequent to the transfer of title; and

BE IT FURTHER RESOLVED, the Commission declares all future liability resulting from hazardous wastes remain with the seller or the grant applicant, not the state, and the grant applicant has been indemnified by the seller for any costs resulting from failure to eliminate hazardous wastes; and

BE IT FURTHER RESOLVED, no state funds will be made available for any future costs associated with cleanup; damages, or liability costs associated with hazardous wastes on or below the acquired property's surface.

ATTACHMENT II

(INSERT AGENCY BOARD RESOLUTION)

See Sample at

http://www.dot.ca.gov/hq/MassTrans/state_grants.html

under Transit Forms



MEMORANDUM

Date: March 5, 2012
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Approval to Extend the Existing North Lake Tahoe Express Operating Contract One Additional Month through May 15, 2012

Action Requested:

It is requested the Board approve extending the existing operating contract one additional month period from April 15, 2012 to March 15, 2012.

Background:

At the December 2011 Board meeting, the Board approved concluding the request for proposal (RFP) process for a new operating contract for the North Lake Tahoe Express with no successful contract awarded. Staff had recommended continuing the existing contract until a new RFP or procurement solution could be determined and brought back to the Board. The Board approved continuation through March 15, 2012.

Discussion:

Staff workload has affected the calendar for resolving apparent problems with understanding the RFP and a successful bid process. Staff has not met yet with the North Lake Tahoe Express partners to fulfill the tasks as presented in December. Staff recommends extending the original operating contract one more month through May 15, 2012 to allow the appropriate time to bring the matter back to the Board.

Fiscal Analysis:

There is minor budget impact to the District for this service in the form of legal costs for the request for proposal and contract development, but not for the service. The revenue for this service is provided by a combination of fares, NLTRA contributions, and other Visitor Authority contributions. Insurance, indemnification, and other liability protection are provided for the District by the contractor.

Work Program Analysis:

This project falls under the Work Element for liaison with other transit provider services and is not expected to require a significant amount of District staff time. The TMA is staffed for this role, has been the project manager, and District staff is confident in the TMA's ability and partner oversight.

Additional Information:

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



MEMORANDUM

Date: March 5, 2012
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Approval of Creation of Additional Support Staff Positions and Approval of Immediate Temporary Staff Assistance for District Operations

Action Requested:

It is requested the Board approve the creation of one temporary support staff position, to be filled for the remainder of the current fiscal year, and in concept, the approval of one and a half full time positions for next fiscal year for District operations.

Background:

Over the last three years, the District has moved from a relative start-up operation to a full service transportation District, that is, planning and developing projects, providing transit services, and constructing projects. Secondly, the District is involved in transportation planning. Three years ago, the District began with one employee, the District Manager, and now has a Staff of six and half full time equivalent positions handling the work load with the balance of staff positions being provided through contract services for a variety of needs. The District has been very successful in securing a variety of funding sources, the majority being grants which carry considerable compliance and reporting requirements. The complexity of the funding stream demands a high level of attention and resources to comply and track. Staff is quite capable and familiar with the use and handling of a budget like this, but the District Manager has determined the Staff resources available for operations support are too few for the job. In addition, it was determined the District's software tools were inadequate. The later has been addressed by the Board as described below.

The Board has previously approved the District to purchase and develop financial and project management software that will provide tools for managing budgets, projects, funding sources, funding shortages, fixed asset management and real time cost reporting, along with gaining independence from the Tahoe Regional Planning Agency. Staff purchased CIPAce (Project Management) and Microsoft NAV (Financial) and began developing the basic design that will provide both simplicity and flexibility for project and financial management and at the same time, program them to work seamlessly with each other.

This software package will provide an efficient method of understanding and managing the budget and the District's funding sources and it minimizes the need for additional staff resources, but does not negate it.

The District's Executive Assistant/Clerk to the Board is a half time position, the other half time dedicated to the Tahoe Metropolitan Planning Organization and the Tahoe Transportation

Commission matters. This has worked well up to now, but as the District's workload has grown, the District Manager has found the need for a full time Executive Assistant position for District operations alone.

Discussion:

The District Manager is proposing to fill the District needs by beginning with a temporary service position for the balance of the current fiscal year to assist with concluding the software programming as described below. A full time position description for a similar role will be developed, along with next year's budget proposal. In addition, the District Manager is recommending approval in concept of another one half full time equivalent position to assist him with the management of overall District operations, consistent with the duties of the current Executive Assistant/Clerk of the Board duties. This half time position will also be intended for implementation at the beginning of the new fiscal year.

The District is ready to begin the implementation of the software programs. Staff has scheduled the complete the conversion by July 1, 2012. To accomplish this project, staff has accessed the need for a temporary staff position for the remainder of the fiscal year. The position would assist both the finance and project management departments, thereby allowing current staff to focus their attention to converting, testing and going live within the next three months.

Staff recommends approval of filling the temporary position through the end of this fiscal year, and the creation of permanent one and half full time equivalent positions to begin next fiscal year for District operations support.

Fiscal Analysis:

The District is looking to hire the temporary position at \$22.00/hour, not to exceed \$12,500. The majority of the costs will be charged to various grants that the District has in place, along with a small portion being charged to District operations.

The one and half full time positions beginning in July will be incorporated into next year's budget with more detail to the grant funding sources to be used explained at that time.

Additional Information:

If you have any questions or comments regarding this item, please contact Carl Hasty at (775) 589-5500 or chasty@tahoetransportation.org.



MEMORANDUM

Date: March 5, 2012
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Informational Update and Progress Report on TTD's Capital Improvement Program Projects

Action Requested:

This is an informational item. No action is requested at this time.

Background:

Staff provides periodic progress updates for the priority projects that have been identified by the Board as part of the District's tracking and accountability efforts. The subject projects are:

- US 50 Stateline Corridor/Loop Road Project (WE 3.1)
- Lake Tahoe Waterborne Transit (WE 3.2)
- Nevada Stateline to Stateline Bikeway Facility Project (WE 3.3)
- California State Route 89 Realignment/Fanny Bridge Project (WE 3.4)
- Nevada State Route 28/431 Operational/Safety Improvements (WE 3.5)
- El Dorado East (WE 3.7)
- Transit Shelter Projects (WE 3.8.1-NV, WE 3.8.2-CA, WE 3.11.1-CA)
- Sugar Pine Point to Meeks Bay Bike Trail (WE 3.9)
- Nevada State Route 28 Corridor Management Plan (WE 3.10)

Discussion:

Staff has been working diligently to move all the projects identified in the Capital Improvement Program (CIP) (Work Element 3) above further along and closer to construction for upcoming fiscal years. Staff has been successful in implementing a handful of projects, including construction of transit shelters this past field season, and construction of Phase 1B and possibly 1C of the South Demo project this upcoming field season. Staff has also initiated the environmental and design phases of several other projects, including the programmatic environmental document for TTD's overall CIP, which will allow the projects to progress further into the design phase once complete.

Staff will provide a handout at the Board meeting with detailed information on the progress of each project listed above.

Fiscal Analysis:

There is no specified cost for this action that is not captured within general project development costs associated with each project.

AK/jw

AGENDA ITEM: VIII.B.

Work Program Analysis:

All work associated with preparing this report is captured within existing TTD Work Program and associated project level work plans. Therefore, there is no need to amend the fiscal year 2011/2012 Work Program.

Additional Information:

If you have any questions or comments regarding this item, please contact Alfred Knotts at (775) 589-5503 or aknotts@tahoetransportation.org.



MEMORANDUM

Date: March 5, 2012

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Approval of Purchase Orders, Task Orders, Task Order Amendments, and Contract Amendments related to Transit, Nevada Stateline to Stateline Bikeway Projects, State Route 89/Fanny Bridge Community Revitalization Project, California Phase 2 Bus Shelter Project, State Route 28 Corridor Management Plan, and Capital Improvement Program Support

Action Requested:

It is requested the Board approve Transit Purchase Orders; a Contract Amendment for Matzoll Development Consultants, Design Workshop, and Karen Mullen-Ehly, Inc. (KME, Inc.); a Task Order Amendment for Wood Rodgers, and KME, Inc.; and Task Orders for Matzoll Development Consultants, Lumos & Associates, Wood Rodgers, Design Workshop, and Collins Engineers as recommended by staff in the table below.

Background and Discussion:

Transit

Background: The TTD was awarded a FTA 5309 grant for transit-related equipment and preventative maintenance. The 20% local required match for the capital items is from California Prop 1B funds, which are expected to be available within 90 days. The local match for the preventative maintenance portion of this grant will be drawn from transit operations, which is now fiscally stable enough to complete this project.

Discussion: The agreement between Keolis Transit and the TTD specifies that the District provide all fuels and lubricants. The majority of the oil, transmission fluid and coolant changes for the year will be performed by the Contractor during the next 90 days. Nearly all stocks will be depleted and need to be replaced at least once as the peak winter season comes to a close. The requested \$22,000 purchase order authority should cover all motor oil, transmission fluids, coolants and other lubricants through the end of this fiscal year.

With the arrival of the Prop 1B matching funds, the TTD will be able to purchase capital equipment for the maintenance facility identified in 2011. These items include a new platform lift; industrial vacuums; a laptop computer for vehicle diagnostics; a fire-proof cabinet; locking tool cabinets; a security camera system for the facility; and two snow-blowers. The estimated total for these items is \$47,400.

Nevada State Parks has agreed to provide the 20% match to install an electric gate at the southern entrance to Sand Harbor for the State Route (SR) 28 park and ride shuttle. The total project cost is not to exceed \$25,000. The total project cost for capital equipment will not exceed \$72,400.

The TTD will also be able to purchase computer-aided dispatching software and NABI diagnostic software. The cost of the software will not exceed \$15,000.

The existing computers used by the dispatchers and supervisory staff are outdated and require replacement in order to make use of the computer-aided dispatching program. The radio base station and antenna were the property of MV Transit and left when MV did. New components are needed to improve 2-way radio communications. The cost of these items is estimated at \$12,250.

The budget for the preventative maintenance program is \$113,193, of which \$59,249 in PO authority has been granted by the Board. Staff requests authorization to expense the remaining \$53,944. The funds will be used to rehabilitate and refurbish all of the trolleys, repair automatic chain systems on the buses, and any leftover funds will be used to perform cosmetic repairs.

There are currently four vehicles held by the STATA trustee that would be useful to the TTD. A 2002 Toyota Tacoma for use as a support vehicle, a 1993 BlueBird 40' bus for use as a spare in the winter, a 1996 BlueBird 40' for use as a parts/salvage vehicle, and a 2005 Ford Aerotech 25' cutaway to accommodate peak winter demand. Staff recommends offering the trustee a total of \$11,000 for all four vehicles.

Nevada Stateline to Stateline Bikeway Projects

South Demo Phase 1B (Kahle to Elks Point Rd. – WE 3.3.1B)

Background: Currently, the Nevada Stateline to Stateline Project – Phase 1B plans, specifications, and estimate (PS&E) are at 90%, with construction scheduled for 2012, pending available funding. In anticipation of this schedule, the TTD will require the services of a Resident Engineer (RE) independent from the design firm, Lumos Engineering. Therefore, Staff proposes a Task Order with Matzoll Development Consultants to assist TTD with construction contract administration and oversight; providing recommendations to staff on any change orders, or design issues that may arise during construction of the Project; enforcement and oversight of permit conditions and mitigation measures; and drafting of daily engineering records.

Discussion: During the construction phase of a project, it is a permit and contract requirement for TTD to have a licensed Professional Engineer (P.E.) to act as TTD's full time RE. The RE can assist staff with the technical engineering review necessary during the final design, bid award and throughout the construction phases ensuring staff is well advised and prepared to resolve any possible issues. TTD does not have a licensed P.E. on staff to act as the RE, so staff proposes to utilize Karl Matzoll, P.E. with Matzoll Development Consultants from the current Short List to provide these services to TTD on the Nevada Stateline to Stateline Bikeway – Phase 1B.

Central Corridor (Sand Harbor south to Spooner Summit/US 50 Junction – WE 3.3.3)

Background: In January 2012, staff was contacted by Incline Village General Improvement District (IVGID) regarding the possibility of coordinating the construction of the Nevada Stateline to Stateline Bikeway – Phase 3A (Sand Harbor to Spooner Summit/US 50) with the IVGID

Segment 4 export line currently under design by IVGID. Currently the IVGID Segment 4 export line is proposed to be placed within the existing State Route 28 right of way (ROW). However, IVGID would prefer to locate this outside the SR 28 ROW to avoid conflicts that exist in the travel way, as it relates to both construction and operations and maintenance. IVGID's preference to locate the export line out of the SR 28 provides a potential opportunity to share an alignment with Phase 3A of Nevada Stateline to Stateline Bikeway Project, which would allow for considerable savings in construction cost, maintenance costs, and the overall implementation of this Segment.

Discussion: In order to determine if the IVGID export line and Phase 3 of the Nevada Stateline to Stateline Bikeway can be fully designed and constructed as a joint Project, an alignment from the previously developed Nevada Stateline to Stateline Bikeway Feasibility Report must be further developed and analyzed as it relates to both facility's design criteria and standards, such as grade, elevation change, and curve radii. To determine this, staff is proposing to enlist the assistance of Lumos Engineering to complete a fatal flaw analysis for design and construction of both the Phase 3 bikeway and export line, as Lumos has the project history and the field information obtained during the development of the Feasibility Report.

Time is of the essence as IVGID is willing to momentarily delay their design schedule while this fatal flaw analysis is developed. Should this analysis not be completed by TTD, IVGID will pursue the construction of the export line in the proposed alignment which is currently proposed to be placed in SR 28 ROW which will eliminate any chance to achieve economies of scale for either Project in regards to cost, schedule, and operations and maintenance. Staff will continue to use Karen Mullen of Karen Mullen-Ehly, Inc. for project management activities related to this Project. Karen has been a huge asset to TTD in assisting TTD Staff with moving the NV Bikeway projects closer to construction.

SR89/Fanny Bridge Community Revitalization Project (WE 3.4)

Background: Staff is in the process of developing the public draft Environmental Impact Statement/ Environmental Impact Statement/Environmental Impact Report and associated technical and special studies required to comply with the National Environmental Policy Act (NEPA), Tahoe Regional Planning Agency Code of Ordinances and Rules of Procedure, and the California Environmental Quality Act, respectively. One such study required by NEPA is the Community Impact Assessment which typically includes addressing the following should they apply:

Social Impacts:

- Relocation of Housing
- Population Characteristics
- Community Institutions
- Community Stability and Cohesion

Economic Impacts:

- Change in Employment
- Income Gains or Loss
- Tax Base Changes

Land Use and Growth

- Consistency of Projects with Local Plans
- Shift in Location Where Growth Will Occur
- Development Opportunities Enhanced

Public Services Impacts:

- Schools and Health Systems
- Police and Fire Protection
- Accessibility and Parking
- Utilities

Discussion: During public meetings, specifically public scoping meetings, several residents and business owners requested the inclusion of a more focused economic analysis that would be more geographically specific to Tahoe City and the North Shore and include comparisons to other peer resort communities. Staff has evaluated the project budget and schedule and determined that developing a more robust economic assessment would be in the best interest of the Project and the Tahoe City community and proposes to utilize the services of Strategic Marketing Group (SMG) to develop that assessment under Wood Rodgers, as SMG will require direct coordination with Wood Rodgers in regards to design and right of way.

California Shelter Project - Phase 2 (WE 3.11.1)

Background: The TTD Board recently approved the Notice of Completion/Notice of Acceptance for the California Shelter Project Phase 1 which formalized the close-out of the construction contract with Thomas Haen Company, Inc. Additionally, the TTD just recently purchased eight (8) additional shelters from the City of South Lake Tahoe for installation by the TTD to serve BlueGo transit system. Staff plans to construct these shelters during the 2012 construction season, therefore appropriate sites need to be evaluated and selected with subsequent design and associated plans, specifications, and estimate shortly thereafter.

Discussion: Now that the California Transit Shelter Project Phase 1 has been completed and the contract closed out, Staff has reconciled the budget and has developed a budget and schedule for completion of Phase 2, utilizing the eight shelters purchased from the City of South Lake Tahoe. In order to construct the Project during the 2012 construction season, Staff needs to initiate the development of preliminary and final plans, specifications and estimate for bid. To accomplish this, Staff is proposing to utilize the services of Wood Rodgers who provided similar services for the Phase 1 project.

SR 28 Corridor Management Plan (WE 3.10)

Background: At the February 10, 2012 Board meeting, Staff gave a presentation on the development of the SR 28 Corridor Management Plan (28 CMP), including the draft outline. TTD held a Project Development Team meeting on February 23, 2012 and presented the 28 CMP outline and presentation, which was well received by the group. TTD plans to start the development of the 28 CMP in March, which will include public involvement throughout the process. It is anticipated that the draft 28 CMP should be completed by October 2012.

Discussion: Design Workshop utilized the 28 CMP outline presented to the Board at the February 10, 2012 meeting to develop a scope of work and timeline for the Project, which TTD will use as the Task Order. The 28 CMP process will include an analysis of existing plans/projects; public involvement process, including various presentations to stakeholders and other agencies; preparing the document, mapping and design, and other various tasks. Staff will bring the draft plan back to the Board once completed. Staff plans to have Karen Mullen of Karen Mullen-Ehly, Inc. continue to assist with Project Management activities for the 28 CMP. Karen has been assisting staff with project scoping activities and has been tremendous in coordination and public outreach and will be important to the success of the 28 CMP.

TTD Capital Improvement Program Support (WE 2.2)

Background: At the January 13, 2012 Board meeting, the Board approved Staff to update the Capital Improvement Program (CIP) Contract and Project Delivery Method policies and procedures. Since the January Board meeting, Staff has reviewed the current policies and procedures, which were last approved in 2001, and found that they are geared more towards design consultants and not specific to the most current project delivery methods. As TTD is preparing to move into construction of the Projects in TTD’s CIP, Staff feels that the policy and procedures need to be updated to reflect current industry project delivery methods that also meet new state and federal requirements. Staff has selected a consultant to assist with this task, Collins Engineers, who is very familiar with the new policies, procedures, and project delivery methods for projects, as well as what works best within the Tahoe Basin.

Discussion: Staff has successfully expanded TTD from planning and environmental studies for transportation projects into the design phase of several projects throughout the Tahoe Basin. Due to the nature of the projects and geographic reach across multiple agency borders, the decision was made to have the TTD lead the delivery process and implementation of these projects. Therefore, it is necessary to update and further develop existing policies and procedures in order to implement transportation improvements for Tahoe Basin residents and visitors. Over the next couple of months, Staff plans to work with Collins Engineers and Taggart and Taggart in order to review innovative project delivery processes that work for Tahoe Basin transportation projects and meet all current state and federal regulations. Once completed, Staff will bring the draft policies and procedures back to the Board for review and adoption.

Below are the descriptions and budgets for the proposed purchase orders, contract amendments, task order amendments, and task orders:

Firm	Work Element	Type of Agreement	Phase	Work to be Performed/Deliverable	Cost
Various	4.3	Purchase Order	Transit	Bulk Fluids (Oil, transmission fluid, etc.)	\$22,000
Various	4.3	Purchase Order	Transit	Shop Equipment	\$72,400
Various	4.3	Purchase Order	Transit	Preventative Maintenance	\$53,944
Motorola / TBD	4.3	Purchase Order	Transit	Electronic / Computer Equipment	\$12,250
NABI / TBD	4.3	Purchase Order	Transit	Software	\$15,000
Trustee	4.3	Purchase Order	Transit	STATA Equipment	\$11,000
Matzoll Development Consultants	Varies	Contract Amendment	Varies	Amend Contract by increasing the not-to-exceed amount from \$100,000 to \$300,000 to include task order capacity for this upcoming construction season	\$200,000
Matzoll Development Consultants	3.3.1B	Task Order	Bid & Award/ Construction Engineering & Inspection	Assist TTD with Bid and Award activities and Provide Resident Engineer services and oversight of construction activities on behalf of TTD for Phase 1B of the South Demonstration Project	\$200,000

Firm	Work Element	Type of Agreement	Phase	Work to be Performed/Deliverable	Cost
Lumos & Associates	3.3.3	Task Order	Preliminary Engineering & Design	Provide preliminary engineering and design services for the Central Corridor (Sand Harbor to Spooner) of the Nevada Stateline to Stateline Bikeway in coordination with IVGID's sewer replacement Project	\$96,000
Wood Rodgers	3.4	Task Order Amendment	Planning	Amend existing SR89/Fanny Bridge Task Order by increasing the not-to-exceed amount by \$16,000 for the Economic Impact Assessment	\$16,000
Wood Rodgers	3.11.1	Task Order	Preliminary Engineering & Design	Provide Preliminary Engineering and Design services for improving up to ten existing BlueGo bus stops within California with shelters TTD recently purchased from CSLT	\$70,500
Design Workshop	Varies	Contract Amendment	Varies	Amend Contract by increasing the not-to-exceed amount from \$150,000 to \$350,000 to include task order capacity for the upcoming SR 28 CMP	\$200,000
Design Workshop	3.10	Task Order	Planning	Develop the SR 28 CMP, including detailed mapping, conceptual drawings, and an interactive public involvement process using new technologies for crowd sourcing	\$238,000
Karen Mullen-Ehly, Inc (KME, Inc.)	Varies	Contract Amendment	Varies	Amend Contract by increasing the not-to-exceed amount from \$100,000 to \$150,000 to include task order capacity for the upcoming SR 28 CMP and NV Bikeway Projects	\$50,000
KME, Inc.	3.10/3.3	Task Order Amendment	Planning	Amend existing SR 28 CMP/NV Bikeway Task Order by increasing the not-to-exceed amount by \$13,900 for the additional work required to assist staff with project management task related to the 28 CMP and Central Corridor of the NV Bikeway	\$13,900
Collins Engineers	2.2	Task Order	CIP Program Support	Update and further develop TTD's Capital Improvement Program Project Delivery Method Procedures and Contract policies	\$57,000

Fiscal Analysis:

Program	Description	Total	Grantor	Grant Amount	Match	Match Amount
Transit	Bulk Fluids	\$ 22,000	NDOT 5311	\$ 13,200	Contributions	\$ 8,800
Transit	Equipment	\$ 72,400	FTA 5309	\$ 57,920	Prop 1B	\$14,480
Transit	Software	\$ 15,000	FTA 5309	\$ 12,000	Prop 1B	\$ 3,000
Transit	Electronic Equipment	\$ 12,250	FTA 5309	\$ 9,800	Prop 1B	\$ 2,450
Transit	Preventive Maintenance	\$ 53,944	FTA 5309	\$ 43,155	Prop 1B	\$10,789
Transit	STATA Equipment	\$ 11,000	FTA 5309	\$ 5,600	Prop 1B Contributions	\$ 1,400 \$ 4,000

CIP	Matzoll Development - Provide Construction Services	\$ 200,000	NV State Question 1	\$ 200,000	N/A	\$ -
CIP	Lumos-Prelim Engineering	\$ 96,000	FLH 1/2%	\$ 96,000	N/A	\$ -
CIP	Wood Rodgers - Planning	\$ 16,000	FLH 1/2%	\$ 16,000	N/A	\$ -
CIP	Wood Rodgers - Prelim Engineering	\$ 70,500	FLH 1/2%	\$ 70,500	N/A	\$ -
CIP	Design Workshop - SR 28 CMP	\$ 238,000	FLH 1/2%	\$ 238,000	N/A	\$ -
CIP	KME - Planning, Project Coordination	\$ 13,900	FLH 1/2%	\$ 13,900	N/A	\$ -
CIP	Collins Engineers - CIP Support	\$ 57,000	FLH 1/2%	\$ 57,000	N/A	\$ -

RECAP:		
Transit	Grant Funding	\$ 141,675
	Prop 1B	\$ 32,119
	Contributions	\$ 12,800
CIP	Grant Funding	\$ 691,400

Work Program Impact:

All work associated with this effort is captured under respective elements of the existing FY 2012 Work Program and corresponding allotted staff time.

Additional Information:

If you have any questions or comments regarding this item, please contact Curtis Garner at (775) 589-5505 or cgarner@tahoetransportation.org (Transit) or Derek Kirkland at (775) 589-5504 or dkirkland@tahoetransportation.org (Capital Projects).



MEMORANDUM

Date: March 5, 2012
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Approval of Request for Proposal for Implementation of Possible Pilot Public North Shore Water Transit Service for 2012 Summer Season

Action Requested:

It is requested the Board hear the item and approve the release of the Request for Proposal (RFP) for operation of a pilot public water transit service at the north shore area of Lake Tahoe beginning this summer season of 2012.

Background:

At the November 2010 Board meeting, Staff and Gordon Shaw of LSC Consultants presented the Lake Tahoe Waterborne Shuttle Service Conceptual Development/Feasibility Study prepared by LSC in October. Discussion between the Board and Staff concluded that while the idea of a public water shuttle between destinations at the north shore looked feasible, a business plan would be needed to further address operational needs and costs. The District was interested, but did not have the appropriate type of funding to go further and its work program demand also did not allow additional work until a later time.

The Board had approved the preparation of the report in response to interests from the north shore, including the Truckee North Tahoe Transit Management Association (TNT-TMA) and the North Lake Tahoe Resort Association (NLTRA). The shuttle has been proposed as a pilot in advance of implementing a cross-lake passenger ferry system now being evaluated by TTD via the Federal Transit Administration (FTA) Small Starts Program.

The Board heard an update on this effort last month and learned of the assertive efforts the TMA and NLTRA are making to address the operational needs of such a pilot service and the aggressive schedule that is in place to make the field season a possibility. Staff recommended that the District's role can be parallel to the one it plays with the North Lake Tahoe Express (NLTE) serving that area and the Reno-Tahoe International Airport.

Discussion:

TTD Director Ron Treabess and Staff will present an update of efforts to implement a public transit water shuttle. In addition, as part of synchronizing with the project calendar, Staff has prepared a request for proposal for an operator of the potential service for Board approval. Like the NLTE, the District will be the contractor and the TMA will be the project manager for the service. The NLTRA is a project supporter and potential funding source for the operation. This RFP will help us determine if there are interested operators, a key element to the successful launch of the pilot. Provision 7.2 in the RFP clearly states that the successful conclusion of the

CH/jw

AGENDA ITEM: VIII.D.

RFP resulting in a contract is predicated on the successful completion of all project logistics needed to operate including funding and the securing of land and lakeside facilities, etc.

The District then reserves the option to determine if all necessary elements are in place to move forward on a contract should a successful candidate be found to operate the proposed pilot, and if not, can cancel the RFP and any further action. As noted above, finding a successful candidate is in itself a determining factor. Staff recommends approval of the RFP as part of this project development process. Any further action will come back to the Board for approval.

Fiscal Analysis:

There are small TTD expenditures at this time relevant to legal review and Staff time.

Work Program Analysis:

There has been minor staff time associated with this project this fiscal year to date and it is in association to the passenger ferry project which is in the work program.

Additional Information:

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

Attachment:

- A. Request for Proposal

Request for Proposals

Procurement Officer
Tahoe Transportation District
128 Market Street, Suite 3F
Stateline, Nevada 89449

PO Box 499
Zephyr Cove, Nevada 89448

(775) 589-5500
(775) 588-0917 (fax)

The Tahoe Transportation District (hereinafter “TTD”) is requesting proposals for provision of a vessel and operation of scheduled water shuttle service in the northwest portion of Lake Tahoe. The successful firm shall provide a vessel, equipment, and personnel as described in the RFP.

Proposal Data	
Title:	North Lake Tahoe Water Shuttle Service
Issue Date:	March 16, 2012
Pre-Proposal Conference	
Day/Date:	To Be Determined – Issue Date Plus 1 Week
Time:	9:00 a.m.
Location/Address:	North Lake Tahoe Resort Association 100 North Lake Blvd. Tahoe City, California 96145
Directions:	In the southeast corner of the State Route 28 / State Route 89 “Wye” intersection in Tahoe City (above Porter’s Sports Outlet)
Proposal Due Date	
Day/Date:	To Be Determined – Issue Date Plus 2-3 weeks
Time:	4:00 p.m.
Location/Address:	Tahoe Transportation District 128 Market Street, Suite 3F Stateline, Nevada 89449 PO Box 499, Zephyr Cove, Nevada 89448

Sealed written replies to this invitation must be received by TTD at the location indicated, and no later than the date and time indicated. Submittal by fax or email is not acceptable.

This Request for Proposal does not constitute an order for the goods or services specified.

GENERAL CONDITIONS

All responders must familiarize themselves with the General Conditions, Technical Specifications, and Appendices that are included with this procurement package.

1. PROPOSAL DELIVERY, TIME AND DATE

- 1.1. TTD will receive written and sealed competitive proposals for North Lake Tahoe Water Shuttle Service until 4:00 p.m. PST, **To Be Determined**, at the office listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the offeror. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: **TTD #XXXX, North Lake Tahoe Water Shuttle Service.** Offerors must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:

Mail: Procurement Officer
Tahoe Transportation District
PO Box 499
Zephyr Cove, Nevada 89448

Hand Deliver: 128 Market Street, Suite 3F
Stateline, Nevada 89449

- 1.2. Offerors are responsible for making certain proposals are delivered to the Procurement Department. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If offeror does not hand deliver proposal, we suggest that offeror use some sort of delivery service that provides a receipt.
- 1.3. Proposals will be accepted in person, by United States Mail, or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission.
- 1.4. Proposals may be withdrawn in writing prior to the above scheduled time set for closing. Alteration made before the closing date and time must be initiated by offeror, guaranteeing authenticity.
- 1.5. TTD reserves the right to postpone the date and time for accepting proposals through an addendum.

2. PRE-PROPOSAL CONFERENCE

- 2.1. A pre-proposal conference will be held at 9 a.m. on **To Be Determined** at the North Lake Tahoe Resort Association office at 100 North Lake Tahoe Blvd, Tahoe City, California 96145.

3. CLARIFICATION OF REQUIREMENTS

- 3.1. It is the intent and purpose of TTD that this RFP permit competitive proposals. It shall be the offeror's responsibility to advise TTD if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the TTD Procurement Officer no later than five (5) business days prior to the proposal closing date. A review of such notifications will be made.
- 3.2. **ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS INVITATION TO PROPOSAL MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO:**

TTD RFP – North Lake Tahoe Water Shuttle Service
Page 3

Hand Deliver: Procurement Officer
 Tahoe Transportation District
 128 Market Street, Suite 3F
 Stateline, Nevada 89449

Mail: Procurement Officer
 Tahoe Transportation District
 PO Box 499
 Zephyr Cove, Nevada 89448

Fax: (775) 588-0917

Email: jwhite@tahoetransportation.org

4. ADDENDA AND MODIFICATIONS

- 4.1. Any changes, additions, or clarifications to the RFP are made by amendments (addenda).
- 4.2. Any offeror in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation thereof from the Procurement Department. At the request of the offeror, or in the event the Procurement Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Procurement Department. Such addendum issued by the Purchasing Department will be sent to all offerors receiving the original RFP and will become part of the proposal package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and should be received by the TTD Procurement Department no later than five (5) business days prior to the proposal closing date.
- 4.3. All addenda, amendments, and interpretations of this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind TTD. Only information supplied by TTD in writing or in this RFP should be used in preparing proposal responses. All contacts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of TTD and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should be disregarded in preparing responses.
- 4.4. TTD does not assume responsibility for the receipt of any addendum sent to offerors.

5. EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 5.1. Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 5.2. Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the offeror from obligation to comply, in every detail, with all provisions and requirements of the RFP.

6. PROPOSAL COPIES

- 6.1. Offeror must submit two (2) original hard copies of its proposal. In addition, offeror must submit five (5) CDs of the original proposal.
- 6.2. The original proposal must include this RFP and any subsequent addenda.

- 6.3. All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by offeror shall become the property of TTD when received.

7. PROPOSAL PREPARATION COSTS

- 7.1. Issuance of this RFP does not commit TTD, in any way, to pay any costs incurred in the preparation and submission of a proposal.
- 7.2. The issuance of this RFP does not obligate TTD to enter into a contract for any services or equipment. The award and execution of any contract pursuant to this RFP is subject to TTD's available funding and operating agreements. TTD may withdraw the RFP and decline to award any contract pursuant to the RFP at any time and for any reason.
- 7.3. All costs related to the preparation and submission of a proposal shall be paid by the proposer.

8. RFP REQUIREMENTS

- 8.1. Proposals shall contain the following information:

- 8.1.1. Cover letter on company letterhead signed by an officer of the responding firm, which states that the information contained within the proposal is accurate and complete.
- 8.1.2. Brief description of the major business functions, history and organizational structure of the firm.
- 8.1.3. Resume/work history of key personnel to be assigned to this project, including the on-site manager and any corporate or other technical assistance staff (internal or external).
- 8.1.4. At least three (3) reference contacts regarding water passenger services, and a list of all such services provided in the last five (5) years.
- 8.1.5. Copy of the most recently completed financial audit, and identify the legal status of the firm.
- 8.1.6. A statement about whether the organization has ever defaulted on a contract and if there are any legal actions currently against, or anticipated to be against, the firm.
- 8.1.7. Past three (3) years of accident claims paid out as part of any passenger water transportation service operated by the firm.
- 8.1.8. A statement of the firm's understanding of and ability to:
- 8.1.8.1. Meet requirements associated with U.S. Coast Guard, California Department of Boating and Waterways, California Public Utility Commission, Americans with Disabilities Act, and any other applicable federal, state, or local law.
- 8.1.8.2. Provide, operate and maintain an efficient and high quality public transportation service.
- 8.1.8.3. Address ability to respond to changes in passenger demand, weather events, mechanical breakdowns, scheduled vessel maintenance, and other events.
- 8.1.8.4. Establish and maintain excellent working relationship with client agency.
- 8.1.9. A full description of the vessel(s) proposed to be used in the service, including plans and specifications, and a description of all modifications that would be made to meet the requirements of the water shuttle service.

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Page 5

- 8.1.10. Discussion regarding how vessel maintenance (both scheduled and unscheduled) will be provided in order to minimize interruption of scheduled service.
- 8.1.11. Proposed annual fixed and marginal cost per vessel-hour, for each year of the three-year contract period. Proposers are encouraged to consider the marginal cost as those costs directly related to each hour of service (captain wages, fuel, maintenance, etc.), while annual fixed costs encompass other costs not directly related to provision of an hour of service (storage, insurance, management, etc.). These costs may change by contract year. Proposed costs shall be provided in the following table format:

	Year 1	Year 2	Year 3
OPTION 1: 1-Boat Service			
Annual Fixed Cost	\$	\$	\$
Marginal Cost per In-Service Vessel-Hour	\$	\$	\$
OPTION 2: 2-Boat Service			
Annual Fixed Cost	\$	\$	\$
Marginal Cost per In-Service Vessel-Hour	\$	\$	\$

Proposers are invited to submit bids for a 1-Boat Service (one boat in operation), a 2-Boat Service, or both.

- 8.1.12. Copies of each of the following:
- 8.1.12.1. Personnel policies and procedures
 - 8.1.12.2. Drug and alcohol testing policies and procedures
 - 8.1.12.3. Training programs, including schedule, hours of training, and subject matters covered
 - 8.1.12.4. Risk management policy and safety plan
 - 8.1.12.5. Comment/complaint procedures
 - 8.1.12.6. Maintenance plan for the vessel
 - 8.1.12.7. Vessel inspection procedure and checklist form
 - 8.1.12.8. Vessel cleaning procedures and checklist form
 - 8.1.12.9. Proposal Form (see Exhibit B) – including an indication of all addenda issued and received – in a separate, sealed envelope

9. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE NEVADA OPEN RECORDS ACT

- 9.1. If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- 9.2. Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.
- 9.3. TTD will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Nevada Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Nevada Attorney General pursuant to NRS 239. In the event that it is determined by opinion or order of the Nevada Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under NRS 239, then such information will be made available to the requester.
- 9.4. Marking your entire proposal CONFIDENTIAL/PROPRIETARY **is not** in conformance with the Nevada Open Records Act.

10. LICENSES, PERMITS, TAXES

- 10.1. Offeror shall bear the costs for all taxes, permit fees, etc. that Offeror is or may be required to pay.

11. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 11.1. TTD hereby notifies all offerors that, in regard to any contract entered into pursuant to this RFP. Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.
- 11.2. A DBE is defined as a small business concern which is at least 51 percent owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged individuals include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

12. EQUAL EMPLOYMENT OPPORTUNITY

- 12.1. Offeror agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VI of the 1964 Civil Rights Act and amendments, except as permitted by said laws.

13. CONFLICT OF INTEREST

- 13.1. The offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of TTD or member of the TTD Board of Directors.
- 13.2. By signing its proposal, the offeror certifies and represents to TTD the offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for

the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

14. AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

14.1. Proposals must show vendor name and address of offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Failure to manually sign proposal will disqualify it.

15. SELECTION

15.1. TTD shall consider only responsible offerors. Responsible offerors are those that have, in the sole judgment of TTD, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract.

15.2. TTD may consider responsiveness to the requirements of the RFP, as well as references and financial stability, in determining a responsible offeror.

15.3. No individual has the authority to legally and/or financially commit TTD to any contract, agreement or purchase order for goods or services, unless specifically sanctioned by the requirements of this RFP.

16. AWARD PROCEDURE AND CONTRACT

16.1. Any contract made, or purchase order issued, as a result of this RFP, shall be entered in the State of Nevada and under the laws of the State of Nevada. In connection with the performance of work, the offeror agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

16.2. Service is planned for implementation starting May 26, 2012. The schedule for selection, award, and new contract is anticipated to be complete by March 30, 2012.

17. EVALUATION OF PROPOSALS

17.1. Proposals submitted will be evaluated by a Review and Selection Committee assembled at the discretion of TTD.

17.2. The Committee has the prerogative to call for oral interviews, if such would be desirable or beneficial to the evaluation process. TTD reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not said proposal is selected.

17.3. The following categories will be evaluated in the selection process:

- Understanding: Proposer demonstrates thorough understanding of the scope of the project and its role and responsibilities.
- Experience: Proposer demonstrates experience with similar services, including consistent and timely services, accommodating passengers, and reporting.
- Technical capacity: Proposer demonstrates that the knowledge, skills and abilities to perform the specifications of the RFP exist within its organization.
- Presentation: Proposal is organized and responsive to all requirements of the RFP. Proposer exhibits confidence and knowledge regarding the proposed operating service.
- Budget: Proposed budget appears to be complete, realistic and cost effective.
- Vessel: Proposed vessel(s) meet the technical criteria, is aesthetically attractive and in keeping with the service area.

17.4. The final contract is subject to the approval of the TTD Board of Directors.

18. RIGHT TO REJECT PROPOSALS

18.1. TTD reserves the right to reject any or all proposals, reject any particular item in a proposal, and to waive immaterial formalities. No proposal will be considered from any firm that has failed to perform acceptably on any other contract with TTD.

TECHNICAL SPECIFICATIONS

1. BACKGROUND INFORMATION

1.1. Introduction

The TTD is seeking a private operator to operate and manage a high quality scheduled water shuttle service on the North and West Shores of Lake Tahoe, wholly within Placer County,- California. The following stops will be served:

- Tahoe Vista – Tahoe Vista Recreation Area
- Carnelian Bay – Garwood’s Restaurant
- Tahoe City – Tahoe City Marina
- Sunnyside – Sunnyside Resort
- Homewood – West Shore Café

Service will be provided daily from May 26 to September 3 (Labor Day) and on September 8, 9, 15, 16, 22, 23, 29 and 30. While specific days will vary in future years depending on the calendar, the total days of service will be approximately 110. Service will be operated in accordance with a schedule provided by the TTD, extending approximately from 8:00 a.m. to 8:30 p.m. from May 26 to July 15, from 8:00 a.m. to 7:30 p.m. from July 16 to September 3, and from 8:00 a.m. to 6:30 p.m. from September 8 to 30. This reduction in evening hours is to avoid in-service operations after sundown.

The contractor will act as an independent contractor to provide the service described above. TTD will provide its contracting and operating authority for the service. Day-to-day contract management, oversight of the service as well as marketing services will be provided by the Truckee – North Tahoe Transportation Management Association (TNT-TMA), using funds provided by a variety of public and private sources, including the North Lake Tahoe Resort Association.

1.2. Project Duration

The contract starts on May 23, 2012 and ends on September 30, 2015, over a total of three (3) years. The term is subject to adequate performance and continued funding. This is a fixed unit price contract, based on an annual fixed administrative cost (pro-rated by month based on the proportion of total season days in each month), plus the marginal cost per in-service vessel-hour to operate the service.

1.3. Description of Service

A. Route maps and schedules for the first year of service is provided as Attachment A, for both Option 1 and Option 2. Schedules may change depending on the specific operating parameters of the vessel(s) used in service. However, annual service hours will remain as close to 1,350 (Option 1) or 2,580 (Option 2) as feasible. Scheduled service will be provided to the following stops:

- Tahoe Vista – Tahoe Vista Recreation Area
- Carnelian Bay – Garwood’s Restaurant
- Tahoe City – Tahoe City Marina
- Sunnyside – Sunnyside Resort
- Homewood – West Shore Café

B. Each stop will be served a minimum of five (5) times per day (Option 1) or nine (9) times per day (Option 2).

2. SCOPE OF WORK

2.1. Overview

The contractor shall provide the vessel(s) (including all equipment on the vessel) and will be fully responsible for insurance, operation, fueling, storage and maintenance of the vessel(s). The contractor will be responsible for collection of tickets, tracking of ridership by run and stop, and preparation of weekly ridership reports. The contractor will not be responsible for selling of tickets or the marketing program.

All land-side facilities will be provided by the pier owner/operators. Pier owner/operators and the TNT/TMA will be responsible for maintenance of signs, benches and other land-side improvements.

2.2. Vessel

The contractor must provide a vessel or vessels acceptable to TTD or its agent, meeting the following criteria:

- Seated minimum passenger capacity of nine (9), of which at least half are sheltered from spray/wind
- A minimum of one (1) wheelchair tie-down position, as well as a means of transferring a wheelchair user between the vessel and a pier at customary height near water level
- All US Coast Guard requirements, including a current Certificate of Inspection and any other applicable federal, state, or local requirements.
- Provided with all necessary equipment for safe operation of the vessel
- A minimum operating speed (at an elevation of 6,330') of 18 knots
- A maximum draft, when fully loaded, of 38 inches
- Radios
- The vessel would also accommodate a minimum of two (2) bicycles
- Is aesthetically attractive
- Meets the TRPA noise standard of 82.0 dBA measured at 50 feet with the engines running at 3,000 RPM
- Minimum CE Mark Category B, Offshore Power Yacht, or Equivalent Certification
- Vessel propulsion system must meet or exceed CA and EPA Tier 2 standards. Preference shall be given to vessels meeting or exceeding Tier 3 standards.
- Preference shall be given to vessels using solar and/or wind as sources of auxiliary power where beneficial to the overall environmental footprint of the vessel

Storage of the vessel, both overnight and between summer operating seasons, shall be the responsibility of the Contractor.

Provision of an additional vessel (to serve as backup in case of breakdown or scheduled maintenance that cannot be provided without interruption of service) is not required. Instead, passengers will be provided the ability to use the parallel public transit service (or be provided a refund of their fare by the TNT-TMA).

2.3. Vessel Branding

The contractor shall operate, and promote the service using the name, logo and marketing materials consistent with direction and marketing support provided by the TNT-TMA. The vessel must be marked in a way consistent with the marketing program.

2.4. **Facilities**

The Contractor is not responsible for securing, improving or cleaning any docks. The Contractor shall coordinate with dock owners/operators to minimize any impact of Water Shuttle operations on other activities. Provision of passenger waiting areas and dock loading areas shall be the responsibility of the TNT/TMA and the dock owner/operators.

2.5. **Operation of Service**

The Contractor shall be responsible for the following as part of the operation of the service:

- Obtaining and maintaining all necessary permits associated with the operation of the vessels (but not the operation of shorezone facilities)
- Operating the vessel consistent with the published schedule
- Collection of tickets from passengers upon boarding
- Assisting passengers in boarding and debarking
- Ensuring that all staff is adequately trained, including training in assisting passengers with disabilities, and provision of evidence to the TTD regarding training prior to the start of service
- Recording passenger boardings and debarkings by trip and stop, actual departure time by trip, and any accidents/incidents affecting service, and passenger complaints, using a form provided by the TNT/TMA
- Providing the public with information regarding the program, as well as public transit services, bicycle trails and tourist activities along the North Shore and West Shore
- Preparing and providing a weekly report on services, including but not limited to information regarding:
 - Total ridership by run and day
 - Wheelchair users by day
 - Bicycles carried by day, and bicycles not accommodated by day due to capacity constraints
 - Daily hours of operation
 - Accidents/incidents affecting service
 - Other comments/requests of passengers
- Provision of cell phones to Captains for timely communication with TNT/TMA staff
- Ongoing coordination with TNT/TMA and pier owner/operator staffs to ensure successful operation off the service

2.6. **Performance Security**

The contractor must provide such performance security as TTD may require in a final contract.

2.7. **Fare Revenue Collection**

All passenger fare revenues shall be the property of the TTD. Tickets will be purchased prior to boarding, and the Contractor shall not collect fare revenue from the passengers.

2.8. **Minimum Requirements for Employees**

Contractor shall ensure that all employees successfully complete a DOT physical, national criminal background investigation and pre-employment drug test per 49 CFR Part 655 before employees are allowed to start working. The contractor shall maintain documentation of employee requirements, and make it available for review by TTD or its agent on request.

2.9. **Operator Training Required**

All staff shall be trained to proficiency by Contractor before being allowed to operate service. Training shall include, but not be limited to: Captain's certification of the appropriate class, vessel orientation, vessel inspection, vessel operations, defensive

driving, customer relations (including dealing with difficult passengers), sensitivity to the elderly and persons with disabilities, radio protocol, safety and security, accident and incident procedures, emergency management, and use of the wheelchair lifts and securement. The contractor shall maintain documentation of operator training and make it available for review by TTD or its agent on request.

2.10. Other Training Required

The Contractor shall make all employees available for up to four (4) hours per year for training/familiarization by TNT/TMA regarding the goals of the service, the visitor activities available near the landing sites, bus services along the North and West Shores and bicycle trails. The contractor shall maintain documentation of staff training, and make it available for review by TTD or its agent on request.

2.11. Communication System

Contractor shall be responsible for providing a communication system connecting the Captains with the US Coast Guard, Placer County Sheriff, and TNT/TMA staff.

2.12. Drug and Alcohol Program

Contractor shall establish and maintain a drug and alcohol testing program for its safety-sensitive employees that complies with all applicable Federal and State of California laws. Contractor shall be responsible for all costs associated with the program. The contractor shall maintain documentation of the drug and alcohol program, and make it available for review by TTD or its agent on request.

2.13. Fuels and Materials

Contractor will provide fuel and other vessel-related materials and supplies at no additional cost to the service.

2.14. Vessel Maintenance

Contractor will be responsible for all vessel maintenance functions. Contractor is responsible for maintaining all records related to vessel maintenance, by establishing a separate file for each vessel by unit number. TTD or its agent may inspect vessel maintenance records at any time. Vessel maintenance should be scheduled to avoid interruptions in service, as much as possible.

2.15. Vessel Cleaning

Contractor shall be responsible for cleaning the vessel interiors and exteriors on a daily basis. TTD and its partners expect the vessels to be clean at all times (weather permitting) for the sake of public image and customer satisfaction. TTD or its agent may inspect for vessel cleanliness at any time.

2.16. Customer Service

Contractor shall be responsible for the day-to-day customer service aspect of the service, including but not limited to: disseminating information, answering questions, responding to requests, operating the vessel safely and smoothly, and keeping the vessel clean. Contractor shall be responsible for providing outstanding customer service in keeping with the expectations of the TTD.

2.17. Complaint Procedures

Contractor shall be responsible for handling customer complaints regarding the service, and shall develop and maintain a system for taking, recording and resolving such complaints in a timely manner. Contractor shall have a standardized form on which staff will collect information, and ensure that a supervisor or manager responds to all customer complaints within 24 hours, if at all possible. Contractor shall report on all complaints regularly and all serious problems to TTD or its agent as soon as practical. The contractor shall maintain documentation of the complaint process and make it available for review by TTD or its agent upon request.

2.18. Risk Management

Contractor is responsible to secure and maintain, at its own expense, the following types of insurance, naming TTD and its operating partners as an additional insured:

- General Liability - \$5,000,000 each occurrence
- Workers Compensation – at statutory limits, including Employers Liability at \$1,000,000 each accident, \$1,000,000 each disease (employee), and \$1,000,000 each disease (aggregate)

Contractor shall indemnify TTD and TNT/TMA and their respective agents, employees, officers, and directors from all claims, judgments, and costs resulting from any negligent act or omission of Contractor, its agents, or employees.

2.19. Marketing/Public Relations/Media Relations

TNT-TMA shall provide all marketing, public relations and media relations for the transit system, although the Contractor is expected to cooperate with and support these efforts. Contractor shall direct all media inquiries to designated TNT-TMA management staff.

2.20. Performance Requirements

Contractor shall strive to maximize on-time performance, passenger safety and overall quality of service, while minimizing accidents and complaints. This shall be accomplished by initial and ongoing employee training, service monitoring, corrective personnel actions, and standards that may be established by TTD.

2.21. Monitoring and Reporting

Contractor shall be entirely responsible for the operation of the service, although designated TTD and TNT-TMA staff shall provide general oversight and support. TTD reserves the right to monitor system operations at any time and to make appropriate recommendations for adjustments, which Contractor shall implement in an efficient and timely manner. TTD shall establish certain reporting requirements on a weekly basis, and may request reports on transit system performance at any time.

2.22. Flexibility to Increase/Decrease Service

TTD shall have the ability to increase or decrease the scheduled number of daily runs by 20 percent without having to amend the contract resulting from this RFP.

2.23. Licenses and Permits

Contractor and all personnel engaged in performing the services shall have and maintain Federal, State, and local licenses, permits, qualifications, and approvals of whatever nature which are required to provide the services.

3. PAYMENT FOR SERVICES

3.1. Payment Procedure

Payment for services shall be made monthly, based on the following equation:

$$\text{Annual Fixed Costs} \times \left(\frac{\text{Operating Days in Month}}{\text{Total Annual Operating Days}} \right) + \left(\text{Hourly Variable Cost} \times \text{Hours of In-Service Vessel-Hours in Month} \right)$$

In-Service Vessel-Hours shall include all vessel-hours from the first passenger stop served to the final scheduled stop operating each day, excluding scheduled breaks of 30 minutes or more. Any runs not operated due to weather/wave conditions shall be considered as In-Service Vessel-Hours.

3.2. Invoicing Schedule and Requirements

Contractor shall be responsible for submitting an invoice by the seventh (7th) of the month for services provided in the previous calendar month. By day, this invoice shall

document the in-service vessel-hours operated and passenger-trips served. It shall also list any interruptions in service, delays in service exceeding 15 minutes, scheduled runs that were not operated, and other incidents significantly impacting the quality of service. Invoice procedures shall be based on mutually accepted accounting principles and systems to ensure timely tracking and accounting and facilitate the preparation of required financial reports.

EXHIBIT A

Water Shuttle Maps and Schedules

Table A-1 and A-2

TABLE A-1: Example 1-Boat Schedule						
	Homewood -- Dep	8:00 AM	10:34 AM	1:18 PM	4:03 PM	6:37 PM
N	Sunnyside -- Arr	8:12 AM	10:46 AM	1:30 PM	--	--
/	Sunnyside -- Dep	8:22 AM	10:56 AM	1:40 PM	--	--
E	Tahoe City -- Arr	8:30 AM	11:04 AM	1:48 PM	4:22 PM	6:56 PM
	Tahoe City -- Dep	8:40 AM	11:14 AM	1:58 PM	4:32 PM	7:06 PM
B	Carnelian Bay -- Arr	--	--	2:14 PM	4:48 PM	7:22 PM
D	Carnelian Bay -- Dep	--	--	2:24 PM	4:58 PM	7:32 PM
	Tahoe Vista -- Arr	9:01 AM	11:35 AM	2:32 PM	5:06 PM	7:40 PM
	Tahoe Vista -- Dep	9:11 AM	11:45 AM	2:52 PM	5:16 PM	7:50 PM
S	Carnelian Bay -- Arr	9:19 AM	11:53 AM	--	--	--
/	Carnelian Bay -- Dep	9:29 AM	12:03 PM	--	--	--
W	Tahoe City -- Arr	9:45 AM	12:19 PM	3:13 PM	5:37 PM	8:11 PM
	Tahoe City -- Dep	9:55 AM	12:29 PM	3:23 PM	5:47 PM	8:21 PM
B	Sunnyside -- Arr	--	--	3:31 PM	5:55 PM	8:29 PM
D	Sunnyside -- Dep	--	--	3:41 PM	6:05 PM	8:39 PM
	Homewood -- Arr	10:14 AM	12:48 PM	3:53 PM	6:17 PM	8:51 PM
Breaks						
Shift Change						

TABLE A-2: Example 2-Boat Schedule										
West Shore Route										
	Homewood -- Dep	8:00 AM	9:15 AM	10:40 AM	11:55 AM	1:40 PM	3:06 PM	4:21 PM	5:36 PM	7:01 PM
N	Sunnyside -- Arr	8:12 AM	9:27 AM	10:52 AM	12:07 PM	1:52 PM	--	--	--	--
B	Sunnyside -- Dep	8:22 AM	9:37 AM	11:02 AM	12:17 PM	2:02 PM	--	--	--	--
	Tahoe City -- Arr	8:30 AM	9:45 AM	11:10 AM	12:25 PM	2:10 PM	3:25 PM	4:40 PM	5:55 PM	7:20 PM
	Tahoe City -- Dep	8:40 AM	9:55 AM	11:20 AM	12:35 PM	2:20 PM	3:35 PM	4:50 PM	6:05 PM	7:30 PM
S	Sunnyside -- Arr	--	--	--	--	2:28 PM	3:43 PM	4:58 PM	6:13 PM	7:38 PM
B	Sunnyside -- Dep	--	--	--	--	2:38 PM	3:53 PM	5:08 PM	6:23 PM	7:48 PM
	Homewood -- Arr	8:59 AM	10:14 AM	11:39 AM	12:54 PM	2:50 PM	4:05 PM	5:20 PM	6:35 PM	8:00 PM
North Shore Route										
	Tahoe Vista -- Dep	8:06 AM	9:21 AM	10:46 AM	12:01 PM	1:46 PM	3:14 PM	4:29 PM	5:44 PM	7:09 PM
W	Carnelian Bay -- Arr	8:14 AM	9:29 AM	10:54 AM	12:09 PM	1:54 PM	--	--	--	--
B	Carnelian Bay -- Dep	8:24 AM	9:39 AM	11:04 AM	12:19 PM	2:04 PM	--	--	--	--
	Tahoe City -- Arr	8:40 AM	9:55 AM	11:20 AM	12:35 PM	2:20 PM	3:35 PM	4:50 PM	6:05 PM	7:30 PM
	Tahoe City -- Dep	8:50 AM	10:05 AM	11:30 AM	12:45 PM	2:30 PM	3:45 PM	5:00 PM	6:15 PM	7:40 PM
E	Carnelian Bay -- Arr	--	--	--	--	2:46 PM	4:01 PM	5:16 PM	6:31 PM	7:56 PM
B	Carnelian Bay -- Dep	--	--	--	--	2:56 PM	4:11 PM	5:26 PM	6:41 PM	8:06 PM
	Tahoe Vista -- Arr	9:11 AM	10:26 AM	11:51 AM	1:06 PM	3:04 PM	4:19 PM	5:34 PM	6:49 PM	8:14 PM
Breaks										
Shift Change										

Fig A-1



Fig A-2

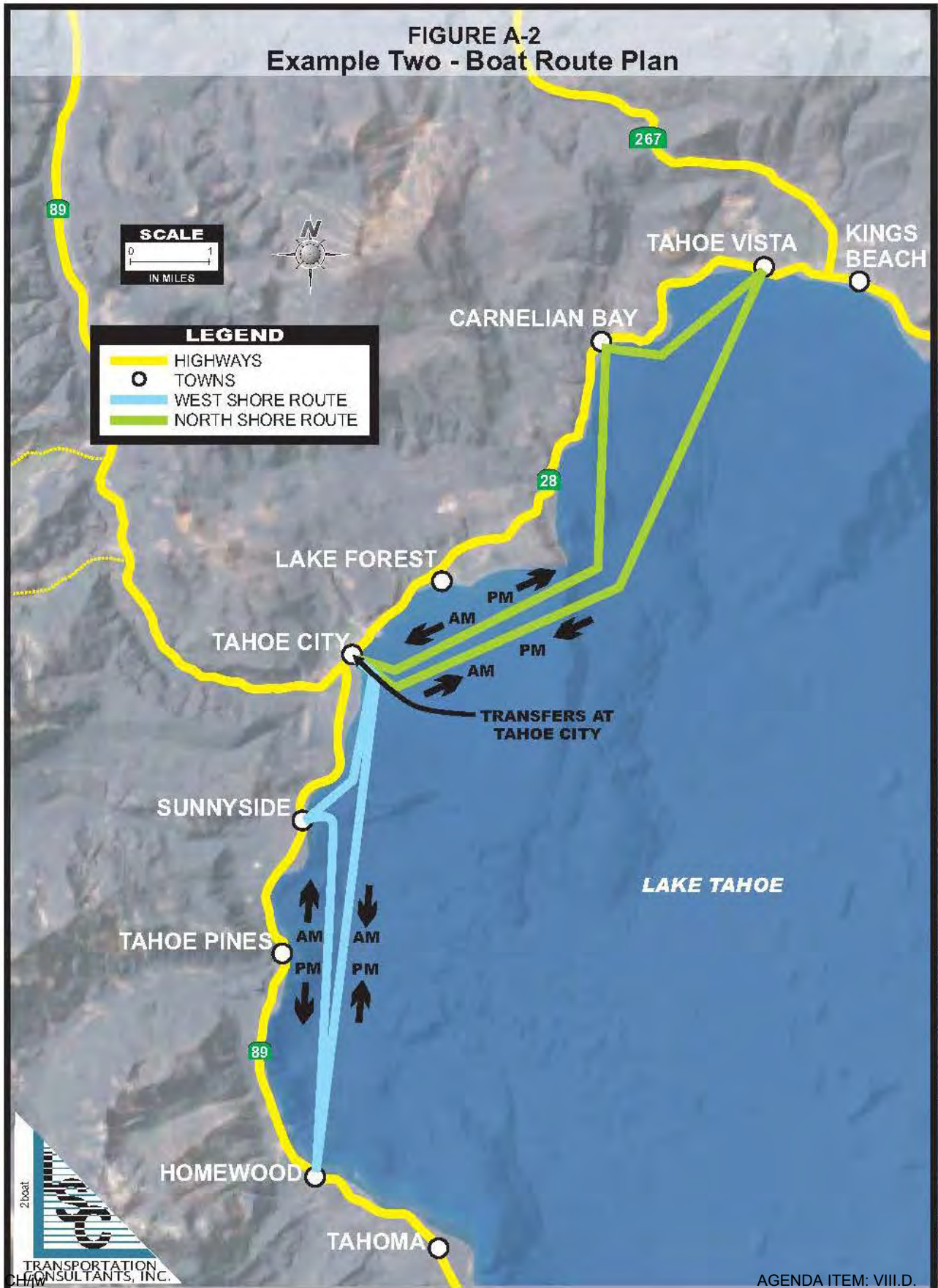


EXHIBIT B

Proposal Form

Instructions: Complete a cost proposal, below, for the service identified in the Scope of Service, for each year of the contract period. Cost proposal shall be stated in annual fixed costs plus dollars per in-service vessel hour.

Place this cost proposal page in a separate, sealed envelope. Proposals will be reviewed to determine if all requirements have been met. If all requirements have not been met, the separate cost proposals will not be opened.

Note: All proposals, including the unit rate of cost, become public information when the award is made. However, TTD will keep the supporting financial information of each proposal confidential.

Addendum Received:

____ #1 ____ #2 ____ #3 ____ #4

SERVICE	YEAR 1	YEAR 2	YEAR 3
Option 1: 1 Vessel			
Annual Fixed Cost	\$ _____	\$ _____	\$ _____
Marginal Cost per In-Service Vessel Hour	\$ _____	\$ _____	\$ _____

SERVICE	YEAR 1	YEAR 2	YEAR 3
Option 2: 2 Vessels			
Annual Fixed Cost	\$ _____	\$ _____	\$ _____
Marginal Cost per In-Service Vessel Hour	\$ _____	\$ _____	\$ _____



MEMORANDUM

Date: March 5, 2012
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Review and Approval of Reduced-Fare I.D. Card Application for BlueGo Transit Services

Action Requested:

It is requested the Board review and approve the new application for the reduced-fare identification card.

Background:

The TTD Board approved the continuance of a half-fare for eligible persons with the adoption of the new fare structure and policies on August 12, 2011. In the past, El Dorado County Health and Human Services in cooperation with STATA screened and certified all applicants for the "Special Needs" identification card. I.D. Cards issued by STATA and EDCHSA in 2008 are expiring. With the TTD assuming oversight of the transit system and the changes to the fare policies, it is now necessary to review the eligibility criteria and revise the application process.

Discussion:

As the TTD does not receive 5307 operating assistance, the District is not legally obligated to offer a half-fare during off-peak service hours. It has, however, been the local custom for seniors, youth and disabled persons to pay half-fare. It is the staff's recommendation that the half-fare program be brought into compliance with current FTA guidelines in anticipation of eventually receiving 5307 funding.

The Federal guidelines for 5307 recipients state that the "elderly, persons with disabilities and Medicare cardholders" are all eligible to pay half-fare during off-peak times. The TTD has not placed any restrictions on when eligible persons may pay a reduced fare, and our inclusion of persons aged 18 and younger, those aged 60 and older, as well as Medicare recipients are more liberal than the Federal policies and therefore already compliant.

The definition of a "person with disabilities" as it relates to reduced-fare eligibility does not employ the same criteria used to establish paratransit eligibility under the Americans with Disabilities Act. Staff recommends that the criteria employed when determining disability be guided by 49 CFR 609.3 which provides that:

"Handicapped persons means those individuals who, by reason of illness, injury, age, congenital malfunction, or other permanent or temporary incapacity or disability, including those who are non-ambulatory wheelchair-bound and those with semi-ambulatory capabilities, are unable without special facilities or special planning or design

to utilize mass transportation facilities and services as effectively as persons who are not so affected.”

The application form (Attachment A) requires a physician or certified agency to establish that the applicant is in fact disabled using the above definition. Similarly, the FTA allows agencies to limit the definition of “handicap” to exclude conditions such as pregnancy, obesity, drug or alcohol addiction, and certain conditions which do not fall under the statutory definition (e.g., loss of a finger, some chronic heart or lung conditions, controlled epilepsy, etc.). Individuals may also be excluded whose handicap involves a contagious disease or poses a danger to the individual or other passengers. Other exceptions can be reviewed on a case-by-case basis.

The application was developed in cooperation with Paula Lambdin of EDCHHSA and David Kelly of the TACCD. Comments submitted by Wendy McCray of Alta California and Ken Smithson of Carson City were also incorporated into the document.

Fiscal Analysis:

There is no fiscal impact associated with the new application and screening process. El Dorado County Health and Human Services has graciously agreed to continue providing the photo I.D. card and the Transit Manager will review the applications as part of his approved work program.

Additional Information:

If you have any questions or comments regarding this item, please contact Curtis Garner at (775) 589-5505 or cgarner@tahoetransportation.org.

Attachment:

- A. Reduced Fare Application

EFFECTIVE: *Pending Board Approval*

Tahoe Transportation District Reduced Fare Identification Card Application Form

GENERAL ELIGIBILITY

If you have a disability, you may be eligible for a reduced transit fare identification card. If you think you qualify, please fill out Section A of the application and sign it. Individuals wishing to become eligible for the Reduced-Fare Identification (I.D.) Card must file an application, along with certification of disability from either a physician or qualified agency. Eligibility is determined by the Tahoe Transportation District.

VISITORS

Qualified individuals who do not reside within the Tahoe Transportation District service area shall be permitted to ride the Transit System for the reduced fare by showing a current ADA certified identification card from any other agency.

SECTION A - TO BE COMPLETED BY APPLICANT

The application is not complete until either your physician or a representative from a qualified certifying agency completes Section B. After you have completed Section A, give, fax or mail the entire application to your doctor or agency. Ask them to mail the completed application to the TTD. The Tahoe Transportation District will determine whether or not you are eligible for the reduced transit fare identification card.

NAME: _____

MAILING ADDRESS: _____ CITY: _____ ZIP: _____

STREET ADDRESS (if different): _____

HOME PHONE NUMBER: _____ WORK PHONE: _____

DATE OF BIRTH: _____ CURRENT AGE: _____

In case of an emergency, please give us the name and phone number of someone we might contact.

NAME: _____ PHONE: _____

I AUTHORIZE _____
(PHYSICIAN OR AGENCY NAME)

To release medical information concerning my medical condition to the Tahoe Transportation District.

SIGNATURE: _____ DATE: _____

Did someone assist you in completing this form? Yes _____ No _____

Should this person be contacted if additional information is needed?
(Please check): Yes _____ No _____

If yes, Name: _____ Phone (____) _____
Relationship: _____

Failure to complete all information will delay certification and the form will be returned to applicant for completion.

SECTION B - TO BE FILLED OUT BY PHYSICIAN OR AGENCY

VERIFICATION OF DISABILITY

Dear Professional:

Your patient or client has completed **Section A** of this form to apply for a reduced transit fare identification card from the Tahoe Transportation District. Your patient or client is requesting that you complete **Section B** on their behalf and return it directly to the Tahoe Transportation District. The District will make the final determination as to whether or not the person is eligible for the reduced transit fare identification card.

Determine if your patient meets the disability criteria described in the ELIGIBILITY CRITERIA section of this application.

Please note that only pages 1 – 3 (Sections A and B) need be returned to the Tahoe Transportation District. It is not necessary to return pages 4 – 8 (Eligibility Criteria).

1. Does the applicant's condition preclude them from using public transportation to conduct daily activities as effectively as persons who are not so affected? _____ YES _____ NO

2. What is the disability of your patient? (DESIGNATE BY THE SECTION NUMBER OF THE ELIGIBILITY CRITERIA) _____

3. This condition is _____ permanent _____ temporary; for how long? _____

4. Applicant:

_____ Uses Wheelchair _____ Is Mentally Disabled

_____ Uses Cane _____ Is Legally Blind

_____ Uses Walker _____ Is Deaf

_____ Uses Crutches

_____ Other (Specify)

_____ Uses Other Walking Aid

5. Applicant requires a Personal Care Attendant when using public transit due to the disability described. _____ YES _____ NO

A. If you answered "YES" above, describe why the assistance of a Personal Care Attendant is required.

The certification form will remain on file with the program office as a medical record, not subject to public view.

Physician or Agent Printed Name _____

Physician or Agent Phone Number _____

Signature _____ Date _____

Failure to complete all information will result in the return of this form to the applicant and no reduced transit fare identification card will be authorized until completed form is received by the Tahoe Transportation District and approved. We thank you for helping your patient with this application.

Please return this form directly to:

Tahoe Transportation District
Attn: I.D. Card Applications
PO Box 499
Zephyr Cove, NV 89448

Reviewer: _____ Denied: _____ Accepted: _____

Date Sent: _____ Card No: _____

ELIGIBILITY CRITERIA

There are two categories of persons who meet the criteria: permanent (chronic condition) and temporary (acute). Any person who has a physical, mental, or psychological disability or incapacity of less than six months' duration that is covered in the eligibility criteria is considered in the temporary category, and his or her eligibility is limited to the duration of meeting the criteria. All other persons meeting eligibility criteria have chronic conditions.

EXCLUSIONS

Persons whose sole incapacity is: 1) pregnancy, 2) obesity, 3) acute or chronic alcoholism or drug addiction, or 4) contagious diseases are specifically excluded from eligibility.

PHYSICAL DISABILITIES

SECTION 1

Non-ambulatory Disabilities; Wheelchair: Impairments that, regardless of cause, confine individuals permanently to wheelchairs.

SECTION 2

Semi-ambulatory Disabilities; Mobility Aid: Impairments that require individuals to use a long leg brace, a walker, or crutches to achieve mobility.

SECTION 3

Semi-ambulatory Disabilities; Arthritis: Persons who, due to any cause, suffer arthritis which causes a functional motor deficit in any two major limbs (arms and/or legs).

American Rheumatism Association criteria may be used as a guideline for the determination of arthritic handicap. Therapeutic Grade III or worse and Functional Class III or worse and Anatomical State III or worse are evidence of arthritic handicap.

SECTION 4

Semi-ambulatory Disabilities; Loss of Limb: Persons who suffer amputation, or anatomical deformity, of one hand or one foot (i.e., loss of major function due to degenerative changes associated with vascular or neurological deficits, traumatic loss of muscle mass or tendons and X-ray evidence of bony or fibrous ankylosis [a stiffness or "fixation" of a joint caused by fibrous or bony tissue accumulating in a joint space] at an unfavorable angle, or joint subluxation [incomplete or partial dislocation of a joint or instability]); persons who suffer amputation of lower extremity at or above the tarsal region -- one or both legs.

SECTION 5

Semi-ambulatory Disabilities; Stroke: Cerebrovascular accident with one of the following occurring post-CVA:

- a. Pseudobulbar palsy (spastic weakness of the muscles enervated by the cranial nerves);
- b. Functional motor deficit in the arms or legs;
- c. Ataxia affecting extremities substantiated by appropriate cerebellar signs or proprioceptive loss.

SECTION 6

Semi-ambulatory Disabilities; Pulmonary Ills: Persons suffering respiratory impairment as defined by **The Journal of the American Medical Association**, "Guides to the Evaluation of Permanent Impairment, The Respiratory System."

CLASSES OF RESPIRATORY IMPAIRMENT

Class III: Dyspnea does not occur at rest, but does occur during the usual activities of daily living. However, the patient can walk a mile at his own pace without dyspnea, although he cannot keep pace on the level with others of the same age and body build. Percent disability: 40-50.

Class IV: Dyspnea occurs during such activities as climbing one flight of stairs or walking 100 yards on the level.

Class VI: Dyspnea present on slightest exertion, such as dressing, talking, at rest.

SECTION 7

Semi-ambulatory Disabilities; Cardiac Ills: Persons suffering functional classifications of cardiac disease, Classes III and IV and therapeutic classification Classes C, D, and E as defined by Diseases of the Heart and Blood Vessels -- Nomenclature and Criteria for Diagnosis.

FUNCTIONAL CLASSIFICATION

CLASS III: Patients with cardiac disease resulting in marked limitation of physical activity. They are comfortable at rest. Less than ordinary physical activity causes fatigue, palpitation, dyspnea, or anginal pain. For instance, inability to walk one or more level blocks or climb a flight of ordinary stairs.

CLASS IV: Patients with cardiac disease resulting in inability to carry on any physical activity without discomfort. Symptoms of cardiac insufficiency or of the anginal syndrome may be present even at rest. If any physical activity is undertaken, discomfort is increased.

THERAPEUTIC CLASSIFICATION

CLASS C: Patients with cardiac disease whose ordinary physical activity should be moderately restricted and whose more strenuous efforts should be discontinued.

CLASS D: Patients with cardiac disease whose ordinary physical activity should be markedly restricted.

CLASS E: Patients with cardiac disease who should be at complete rest, confined to bed or chair.

SECTION 8

Semi-ambulatory Disabilities; Dialysis: Persons who in order to live must use a kidney dialysis machine.

SECTION 9

Visual Disabilities: This section includes only the legally blind.

- a. Those persons whose vision in the better eye after best correction is 20/200 or less; and
- b. Those persons whose visual field is contracted (commonly known as tunnel vision):
 1. to 10 degrees or less from a point of fixation; or
 2. the widest diameter subtends an angle no greater than 20 degrees.

SECTION 10

Hearing Disabilities: Deafness or hearing incapacity that may make an individual insecure in public areas because the individual is unable to communicate or hear warning signals. This section includes only those persons whose hearing loss is 90dba or greater in the 500, 1000, 2000 Hz. ranges.

SECTION 11

Disabilities of Incoordination: This section includes those persons suffering faulty coordination or palsy from brain, spinal, or peripheral nerve injury and persons with a functional motor deficit in any two limbs or who suffer manifestations which significantly reduce mobility, coordination, and perceptiveness not accounted for in previous categories.

DEVELOPMENTAL DISABILITIES

Those persons, not psychotic, who are so developmentally disadvantaged from infancy or before reaching maturity that they are incapable of managing themselves and their affairs independently, with ordinary prudence, or of being taught to do so, and who require supervision, control, and care for their own welfare, or for the welfare of others, or for the welfare of the community; and any person who is unable, or likely to be unable, to physically or mentally respond to an oral instruction relating to danger and, unassisted, take appropriate action relating to such danger. This section includes only those persons with the following disorders who are participating in a state or federally funded or state-recognized program.

SECTION 12

Mental Retardation: Refers to sub-average general intellectual functioning which originates during the developmental period and is associated with impairment in adaptive behavior (a general guideline is IQ which is two or more standard deviations below the norm). This section also applies to adults who by reason of illness or accident suffer mental retardation.

SECTION 13

Cerebral Palsy: A non-progressive disorder dating from birth or early infancy. However, if it is not treated, there is marked regression in functioning characterized by examples of aberrations of motor functions (paralysis, weakness, incoordination) and often other manifestations of organic brain damage such as sensory disorders, seizures, mental retardation, learning difficulty, and behavioral disorders.

SECTION 14

Epilepsy (Convulsive Disorder): Clinical disorder involving impairment of consciousness, characterized by major motor seizures (grand mal or psychomotor) substantiated by electroencephalogram (EEG), occurring more frequently than once a month in spite of prescribed treatment with:

- a. Diurnal episodes (loss of consciousness and convulsive seizure) or
- b. Nocturnal episodes which show residuals interfering with activity during the day.

SECTION 15

Autism: (1) A syndrome described as consisting of withdrawal, very inadequate social relationships, exceptional object relationships, language disturbances, and monotonously repetitive motor behavior; many children with autism will also be seriously impaired in general intellectual function; (2) this syndrome usually appears before the age of six and is characterized by severe withdrawal and inappropriate response to external stimuli.

SECTION 16

Neurological Handicap: A syndrome characterized by learning, perceptual and/or behavioral disorders of an individual whose IQ is two or more standard deviations below the norm. These characteristics exist as a result of brain dysfunction (any disorder in learning or using the senses), neurological disorder, or any damage to the central nervous system, whether due to genetic, hereditary, accident or illness factors. This section includes persons with severe gait problems who are restricted in mobility.

VETERANS ADMINISTRATION DISABILITY

Any veteran who holds a Veteran's Identification Card with the "Service Connected" or "SC" designation is immediately eligible to pay a reduced fare.

All other veterans are subject to the above eligibility criteria.



MEMORANDUM

Date: March 5, 2012
To: Tahoe Transportation District (TTD) Board of Directors
From: TTD Staff
Subject: Discussion Regarding SB 271 and Other Related Transportation Legislative Issues

Action Requested:

It is requested the Board participate in an update of legislative and political matters related to District interest and discuss ideas, actions, or direction.

Background:

A Board decision from the December 2011 meeting was to include a standing item on each subsequent agenda where legislative and political matters potentially affecting the District's programs could be heard and discussed.

Discussion:

Staff will facilitate an update of legislative and other events related to the success of the District's objectives for discussion. Staff requests this item be used to deliberate, coordinate, and update various actions and considerations for related Staff and Board activities.

Additional Information:

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