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

I. PUBLIC INTEREST COMMENTS

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

II. RECOMMENDATION OF APPROVAL OF MINUTES OF MAY 10, 2019

III. DISCUSSION ITEMS

(All Items for Possible Recommendation) Page

A. Review and Acceptance of the District’s Financial Statement of Operations for March 31, 2019 (Item V.A.) 1
B. Authorize the Renewal of the District’s Line of Credit with Nevada State Bank for One Million Dollars for Purposes of Cash Flow Management for District Operations (Item V.B.) 15
C. Award a Contract to Wood Rodgers, Inc. for Engineering and Design Services Related to the US 50/South Shore Community Revitalization Project, Including the Rocky Point Neighborhood Amenities Plan, Main Street Elements, and the Realignment of US 50; and Authorize the District Manager to Initiate Phase 1 (60 Percent Completion) in the Amount of $3,797,042.82, Plus an Additional Ten Percent for Potential Change Orders (Item VI.B.) 77

IV. PUBLIC INTEREST COMMENTS

V. ADJOURNMENT
TAHOE TRANSPORTATION DISTRICT (TTD)

Meeting Agenda

Tahoe City Public Utility District
Board Room
221 Fairway Drive
Tahoe City, CA

June 14, 2019

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
   B. Approval of Agenda for June 14, 2019
   C. Approval of Minutes of May 10, 2019

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. BUDGET FINANCE COMMITTEE REPORT

IV. TAHOE REGIONAL PLANNING AGENCY ADVISORY PLANNING COMMISSION APPOINTEE REPORT

V. TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS
   (All items for possible action)
   A. Review and Acceptance of the District’s Financial Statement of Operations for March 31, 2019
   B. Authorize the Renewal of the District’s Line of Credit with Nevada State Bank for One Million Dollars for Purposes of Cash Flow Management for District Operations
   C. Adopt Resolution 2019-007 Establishing a Parking System Checking Account and Resolution 2019-008 Establishing a Parking System Savings Account with Nevada State Bank
   E. Adopt Resolution of Intention to Terminate the Contract Between the Board of Administration California Public Employees’ Retirement System and the Board of Directors of the Tahoe Transportation District

VI. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS
    A. For Possible Action: Authorize Issuance of a Request for Interest for Microtransit Services in South Lake Tahoe
B. **For Possible Action:** Award a Contract to Wood Rodgers, Inc. for Engineering and Design Services Related to the US 50/South Shore Community Revitalization Project, Including the Rocky Point Neighborhood Amenities Plan, Main Street Elements, and the Realignment of US 50; and Authorize the District Manager to Initiate Phase 1 (60 Percent Completion) in the Amount of $3,797,042.82, Plus an Additional Ten Percent for Potential Change Orders

C. **For Possible Action:** Discussion on Process to Review TTD’s Authority, Role, and Responsibility Under the Tahoe Regional Planning Compact Relevant to Potential Board Member Additions and Agency Mission

D. **Informational only:** Informational Update on SR 89/Fanny Bridge Community Revitalization Project and the SR 28 Corridor Projects

VII. **DISTRICT MANAGER REPORT**

VIII. **BOARD, COMMISSION MEMBER AND STAFF COMMENTS**

IX. **PUBLIC INTEREST COMMENTS**

X. **ADJOURNMENT**

**COMPLIANCE WITH PUBLIC NOTICE REQUIREMENTS**

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

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

**Nevada Open Meeting Law Compliance**

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

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

Supporting materials were provided to any person requesting such materials and were made available to the requester at the time the material was provided to the members of the Board or, if provided to the members of the Board at the meeting, were made available to the requester at the meeting and are available on the TTD website: www.tahoetransportation.org. Please send requests for copies of supporting materials to Judi Allen at (775) 589-5502 or jallen@tahoetransportation.org.
Committee Members in Attendance:
Steve Teshara, SS-TMA
Jaime Wright, TNT-TMA

Committee Members Absent:
Will Garner, Placer County, Chair
Marsha Berkbigler, Washoe County, Alternate

Others in Attendance:
Carl Hasty, Tahoe Transportation District
Joanie Schmitt, Tahoe Transportation District
George Fink, Tahoe Transportation District
Danielle Hughes, Tahoe Transportation District
Judi Allen, Tahoe Transportation District

I. PUBLIC INTEREST COMMENTS
No public interest comments were made.

II. RECOMMENDATION OF APPROVAL OF MINUTES OF APRIL 12, 2019
The Committee had no changes to the minutes; however, no recommendation was made.

III. DISCUSSION ITEMS
(All Items for Possible Recommendation)

Ms. Schmitt reviewed this item.
No recommendation was made.

B. Adopt Resolutions 2019-005 and 2019-006 Authorizing the District Manager to Execute Claims for California Transportation Development Act Funds for the El Dorado County Portion of Lake Tahoe, Including the City of South Lake Tahoe for Transit Operations for Fiscal Year 2019-2020
Ms. Schmitt reviewed this item.
No recommendation was made.

C. Authorize Issuance of a Contract Award to Swiftly, Inc. for Computer Aided Dispatching and Automatic Vehicle Locator Software
Ms. Styer reviewed this item.
No recommendation was made.
D. Authorize Issuance of a Contract Award to Solutions for Transit for the Use of the Management Information System Relevant to Transit Operations and Reporting
   Mr. Fink reviewed this item.
   No recommendation was made.

E. Authorize Issuance of a Contract Award to Wood Rodgers for Development of a Project Study Report Related to the SR 89/Fanny Bridge Community Revitalization Project for a Potential Relocation of the California Department of Transportation’s Maintenance Station at Tahoe City
   Ms. Hughes reviewed this item.
   No recommendation was made.

F. Proposed Fiscal Year 2020 Budget and Work Program for Review and Possible Action
   Mr. Hasty and Ms. Schmitt reviewed this item.
   No recommendation was made.

IV. PUBLIC INTEREST COMMENTS
   No public interest comments were made.

V. ADJOURNMENT
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 Chairman Teshara at 9:30 a.m., at the Tahoe Regional Planning Agency. Roll call was taken and it was determined a quorum was in attendance for the TTD/TTC.

B. Approval of TTD/TTC Agenda of May 10, 2019
   Motion/second by Ms. Wright/Mr. Rice to approve the TTD/TTC agenda for today’s meeting. The motion passed unanimously.

C. Approval of TTD/TTC Meeting Minutes for April 12, 2019
   Motion/Second by Mr. Garner/Ms. Wright to approve the TTD and TTC minutes. The motion passed unanimously.
II. PUBLIC INTEREST COMMENTS
No public interest comments were made.

III. BUDGET FINANCE COMMITTEE REPORT
Mr. Teshara reported there was not a quorum of the committee.

IV. TAHOE REGIONAL PLANNING AGENCY ADVISORY PLANNING COMMISSION APPOINTEE REPORT
Mr. Teshara reported the Advisory Planning Commission did not meet this month.

V. TAHOE TRANSPORTATION COMMISSION (TTC) BUSINESS ITEMS

A. Recommend Approval of the 2019 Tahoe Metropolitan Planning Organization Coordinated Human Services Transportation Plan to the Tahoe Metropolitan Planning Organization Governing Board
Ms. Smith reviewed this item. Ms. Maloney asked if her comment from the last meeting regarding increasing service to the Carson area for medical services was included. Ms. Smith acknowledged that it wasn’t, but she would include it prior to submitting the Plan to the Governing Board.

Action Requested: For Possible Action

Ms. Maloney made the motion to recommend approval of the 2019 Tahoe Metropolitan Planning Organization Coordinated Human Services Transportation Plan to the Tahoe Metropolitan Planning Organization Governing Board, with a refinement of the Plan to include her comment. Ms. Wright seconded the motion. The motion passed unanimously.

B. Recommend Approval of the Lake Tahoe Transportation Overall Work Program for Fiscal Year 2019/2020 to the Tahoe Metropolitan Planning Organization Governing Board
Ms. Glickert reviewed this item and noted the budget numbers had been revised from the draft program, along with work element 108.

Action Requested: For Possible Action

Mr. Garner made the motion to recommend approval of the Lake Tahoe Transportation Overall Work Program for Fiscal Year 2019/2020 to the Tahoe Metropolitan Planning Organization Governing Board. Ms. Wright seconded the motion. The motion passed unanimously.

VI. ADJOURN AS TTC AND RECONVENE AS TTD

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1 It should be noted there was a quorum of the finance committee, as two of three of the committee members were present.
VII. TAHOE TRANSPORTATION DISTRICT (TTD) CONSENT ITEMS


B. Adopt Resolutions 2019-005 and 2019-006 Authorizing the District Manager to Execute Claims for California Transportation Development Act Funds for the El Dorado County Portion of Lake Tahoe, Including the City of South Lake Tahoe for Transit Operations for Fiscal Year 2019-2020

C. Authorize Issuance of a Contract Award to Swiftly, Inc. for Computer Aided Dispatching and Automatic Vehicle Locator Software

D. Authorize Issuance of a Contract Award to Solutions for Transit for the Use of the Management Information System Relevant to Transit Operations and Reporting

E. Authorize Issuance of a Contract Award to Wood Rodgers for Development of a Project Study Report Related to the SR 89/Fanny Bridge Community Revitalization Project for a Potential Relocation of the California Department of Transportation’s Maintenance Station at Tahoe City

Ms. Maloney requested Item B be pulled from the consent calendar.

Ms. Maloney motioned to approve Items A., C., D., and E. of the consent calendar. Ms. Wright seconded the motion. The motion passed unanimously.

Ms. Schmitt reviewed Item B.

Ms. Maloney motioned to approve Item B. of the consent calendar. Mr. Garner seconded the motion. The motion passed unanimously.

VIII. TAHOE TRANSPORTATION DISTRICT (TTD) BUSINESS ITEMS

A. Proposed Fiscal Year 2020 Budget and Work Program for Review and Possible Action

Mr. Hasty reviewed the Work Program. Ms. Schmitt reviewed the draft budget. Ms. Maloney asked if the capital projects funds could be used for transit operations. Mr. Hasty explained that is not allowable under the grant funding rules.

There was no public comment.

Action Requested: For Possible Action

Mr. Garner made the motion to approve the fiscal year 2020 budget and Work Program. Ms. Wright seconded the motion. The motion passed unanimously.
B. Review and Acceptance of the Quarterly Transit Report for the Third Quarter of Fiscal Year 2019

Mr. Fink reviewed this item.

Action Requested: For Possible Action

Ms. Maloney made the motion to accept the quarterly transit report for the third quarter of fiscal year 2019. Mr. Rice seconded the motion. The motion passed unanimously.

C. Authorize Issuance of a Request for Interest for Microtransit Services in South Lake Tahoe

Mr. Fink reviewed this item. Staff distributed a letter from the League to Save Lake Tahoe regarding this item.

Action Requested: For Possible Action

Mr. Rice left at 11:00 a.m.

No action was taken. Staff will revise and return to the Board next month.

D. Information for Discussion and Possible Direction on Global Cities Team Challenge and Support of the Moving FIRST Act Federal Legislation

Mr. Hasty and Ms. Hughes reviewed this item.

Action Requested: For Discussion and Possible Direction

IX. DISTRICT MANAGER REPORT

Mr. Hasty reported on the American Trails Symposium Award.

X. BOARD, COMMISSION MEMBER AND STAFF COMMENTS

Mr. Story reported it appears that Nevada will have a foot scooter law.

Ms. Maloney had a conversation with Ms. Novasel regarding the Nevada bill to change the structure of the Board and wondered if the Board would be interested in creating a sub-committee to do a governance review of the District.

Ms. Roberts noted the annual Tahoe coordination meeting is scheduled for July 31 in South Lake Tahoe; she will be handling the Tahoe portion of the US 50 hot spot study; and a pavement rehab project for SR28 is being scheduled for 2023.

Mr. Teshara noted the 2019 summer construction map is ready; El Dorado County Public Works department is the lead on the intersection improvement analysis being done at Highway 50 and SR89; and the Tahoe Summit will be hosted by Senator Harris later this summer. Mr. Teshara added Mr. Hasty’s review will be conducted next month.
XI. PUBLIC INTEREST COMMENTS
No public interest comments were made.

XII. ADJOURNMENT
The meeting adjourned at 11:49 a.m.

Respectfully Submitted:

Judi Allen
Executive Assistant
Clerk to the Board
Tahoe Transportation District

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

Date: June 10, 2019

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Review and Acceptance of the District's Financial Statement of Operations for March 31, 2019

Action Requested:
It is requested the Board accept the Financial Statement of Operations for the first three quarters of fiscal year 2019 (FY19) ending March 31, 2019.

Fiscal Analysis:
TTD is in good financial standing with one area remaining a concern, which is the continued use of General Funds for non-reimbursable expenses, since the agency does not have a dedicated general fund source. Staff continues its efforts to minimize General Fund costs where possible and find other funding sources that can be used for such expenses.

Background:
Staff has completed analyzing financial information for the first three quarters of FY19. The presentation of the financial information will highlight FY19 March activity and continues to detail the District’s funds: General, Capital Improvement Program (CIP), and Transit Operations. (See Attachment A)

Discussion:
General Fund –
Overall, the District ended with an increase of $2,311 for March activity. The increase can be summarized as follows:

<table>
<thead>
<tr>
<th>District Operations Revenues</th>
<th>District Operations Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rental Car Mitigation Fees (RCMF) $16,149</td>
<td>Salaries &amp; Benefits $28,198</td>
</tr>
<tr>
<td>Administrative Support $38,627</td>
<td>TRPA Services (Rent, Utilities, Supplies) $4,197</td>
</tr>
<tr>
<td>Interest $26</td>
<td>Professional Services $2,463</td>
</tr>
<tr>
<td></td>
<td>Legal $4,259</td>
</tr>
<tr>
<td></td>
<td>Leases (Other Rent) $689</td>
</tr>
<tr>
<td></td>
<td>Insurance $1,657</td>
</tr>
<tr>
<td></td>
<td>Telephone $1,148</td>
</tr>
<tr>
<td></td>
<td>Transfer – Grant Match $5,436</td>
</tr>
<tr>
<td></td>
<td>Modified Business Tax $2,535</td>
</tr>
<tr>
<td></td>
<td>Other $1,909</td>
</tr>
<tr>
<td>Total Revenue $54,802</td>
<td>Total Expenses $52,491</td>
</tr>
</tbody>
</table>

JS/ja

AGENDA ITEM: V.A.
Rental Car Mitigation Fees (RCMF) has increased $7,739 or 10%, from $79,844 in FY18 to $87,583 in FY19 (for additional detail, see Attachment B.)

The net result increased the General Fund’s overall fund balance for the year to $702,313, which is $134,511 more than at the start of the fiscal year.

**CIP Fund** –
March activity resulted in an increase of $46 resulting from interest earned on project advances.

Below is a brief recap of the March activity for the CIP Fund.

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Expenditures</th>
<th>Grant Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Caltrans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Active Transportation Program</td>
<td>$6,641</td>
<td>$1,281,399</td>
</tr>
<tr>
<td>Federal Transit Administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NDOT Value Pricing Pilot Program (VPPP)</td>
<td>$1,780</td>
<td>$169,401</td>
</tr>
<tr>
<td>Surface Transportation Block Grant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Caltrans – US 50</td>
<td>$47,580</td>
<td>$1,205,803</td>
</tr>
<tr>
<td>NDOT – Rec Travel</td>
<td>$103,282</td>
<td>$257,582</td>
</tr>
<tr>
<td>General Fund Transfer (Match)</td>
<td>$5,436</td>
<td>$10,559</td>
</tr>
<tr>
<td>Caltrans – Rec Travel</td>
<td>$2,577</td>
<td>$239,169</td>
</tr>
<tr>
<td>Contributions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mariner AQMF (VPPP Match)</td>
<td>$445</td>
<td>$84,744</td>
</tr>
<tr>
<td>Tahoe Fund</td>
<td>$0</td>
<td>$10,000</td>
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<tr>
<td>IVGID</td>
<td>$0</td>
<td>$48,530</td>
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<tr>
<td>TCPUD</td>
<td>$163,436</td>
<td>$19,000</td>
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<tr>
<td>TMPO</td>
<td></td>
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<tr>
<td>SR 89 Corridor Management</td>
<td>$1,606</td>
<td>$9,663</td>
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<tr>
<td>Prop 1B</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PTMISEA – Engine Replacements</td>
<td>$0</td>
<td>$220,873</td>
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<tr>
<td>PTMISEA – Transit System Modernization</td>
<td>$0</td>
<td>$85,551</td>
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<tr>
<td>PTMISEA – LTCC Mobility Hub</td>
<td>$0</td>
<td>$1,036,247</td>
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<tr>
<td>Recreation Trails</td>
<td></td>
<td></td>
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<tr>
<td>Shoreline</td>
<td>$0</td>
<td>$27,532</td>
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<tr>
<td>CTC</td>
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<tr>
<td>Climate Study</td>
<td>$737</td>
<td>$24,176</td>
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<tr>
<td>Caltrans Yard Study</td>
<td>$3,662</td>
<td>$349,474</td>
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<tr>
<td>Washoe County</td>
<td></td>
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<tr>
<td>Bond Sale</td>
<td>$21,000</td>
<td>$501,259</td>
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<td>Question 1</td>
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<tr>
<td>NV Bikeway Phase 5</td>
<td>$33,201</td>
<td>$54,661</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$391,383</td>
<td></td>
</tr>
</tbody>
</table>

The Tahoe City Public Utility District approved $182,436 to reimburse TTD for construction costs incurred on the Meeks Bike Path. In March, TTD received $163,436 of the funds, leaving a balance of $19,000.

The net result increased CIP’s overall fund balance to $2,003, which is $1,414 more than at the start of the fiscal year.
Transit Fund -
Overall, the District ended with a decrease of $86,102 for March activity. The decrease can be summarized as follows:

South Shore Ops including SR28

Revenue Detail
FTA 5307 (Fast Act) $170,247
NDOT
   FTA 5311 $173,910
Caltrans
   FTA 5310 $0
Contributions
   Douglas County $4,167
   LTCC $3,334
Transportation Development Act (TDA)
   Local Transportation Fund (LTF) $82,010
   State Transit Assistance (STA) $53,724
   State Transit Assistance (SGR) $9,002
Farebox Revenue $35,789
Pass Sales $6,490
Miscellaneous $10
Sale of Fixed Assets $0
Insurance Claims $1,800
Interest $80
Total Revenues $540,563

Expense Detail
Personnel $365,508
Fuel/Fuel Tax $22,495
Insurance $20,353
Repairs/Maintenance $65,390
Professional Services/Contracts $20,850
Facility Rent/Utilities/Phone $24,395
Supplies $2,164
ICAP $35,432
Depreciation $58,846
Capital Outlay $0
Other Expenses $11,232
Total Expenses $626,665

Increase/(Decrease) ($86,102)
The decrease was expected as TTD recognizes 12 equal monthly revenue amounts from both the TDA funds and annual contributions. March had an extra payroll period which increased the ICAP amount.

The two final engine overhauls of the 2015 El Dorado Aero Tech 220 buses should be completed by the end of FY19. One of the four 2009 NABI model 35LFW buses will have their engines replaced in this fiscal year, with the other three replacements completed in early fiscal year 2020.

The net result decreased Transit's overall fund balance for the year to $4,046,260, which is $208,067 less than at the start of the fiscal year. As of March 31, 2019, the Transit Fund, excluding depreciation, disposals and transfers from the CIP Fund, increased by $245,663 in FY19.

**Balance Sheet**
The detailed balance sheet as of March 31, 2019 is attached (Attachment A).

The fixed asset balances, net of depreciation, include $1,604,372 in Transit funds and $0 in the governmental fund of federalized/state obligations. Should the District choose to liquidate a federalized asset, permission from the governmental agency is required and their obligation takes priority.

**Additional Information:**
If you have any questions or comments regarding this item, please contact Joanie Schmitt at (775) 589-5507 or jschmitt@tahoetransportation.org.

**Attachments:**
A. March Financial Statement
B. RCMF Schedule
Tahoe Transportation District
Balance Sheet
As of March 31, 2019

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>TOTAL</th>
<th>General</th>
<th>CIP</th>
<th>Transit</th>
<th>GFA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash &amp; Equivalents</td>
<td>1,673,036</td>
<td>699,364</td>
<td>(301,326)</td>
<td>1,274,997</td>
<td></td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>2,629,826</td>
<td>18,993</td>
<td>1,084,684</td>
<td>1,526,149</td>
<td></td>
</tr>
<tr>
<td>Prepaids</td>
<td>58,992</td>
<td>(175)</td>
<td></td>
<td>59,168</td>
<td></td>
</tr>
<tr>
<td>Inventory</td>
<td>177,336</td>
<td></td>
<td>177,336</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Capital Assets, Net Depreciation</td>
<td>1,692,255</td>
<td></td>
<td>1,692,255</td>
<td>4,372</td>
<td></td>
</tr>
<tr>
<td>TOTAL ASSETS</td>
<td>6,231,445</td>
<td>718,181</td>
<td>783,358</td>
<td>4,729,906</td>
<td>4,372</td>
</tr>
</tbody>
</table>

| LIABILITIES                         |              |               |               |               |     |
| Accounts Payable                    | 523,225      | 15,868        | 349,257       | 158,100       |     |
| Deferred Revenues                   | 851,003      |               | 432,098       | 418,904       |     |
| Nevada State Bank - LOC             |              |               | 106,642       | 43,179        |     |
| EE Compensated Absences             | 106,642      |               | 106,642       | 43,179        |     |
| TOTAL LIABILITIES                   | 1,480,869    | 15,868        | 781,355       | 683,646       | 43,179 |

| NET POSITION                        |              |               |               |               |     |
| Invested in Capital Assets          | 2,096,600    |               | 2,096,600     | 7,699         |     |
| Unrestricted                        | 2,681,118    | 522,802       | 589           | 2,157,727     | (38,404) |
| Assigned                            | 45,000       | 45,000        |               |               |     |
| SUB TOTAL NET POSITION              | 4,822,718    | 567,802       | 589           | 4,254,327     | (30,706) |

| FY 19 Increase (Decrease)           | (72,143)     | 134,511       | 1,414         | (208,067)     | (8,101)  |

| TOTAL NET POSITION                  | 4,750,576    | 702,313       | 2,003         | 4,046,260     | (38,807) |

| TOTAL LIABILITIES & NET POSITION    | 6,231,445    | 718,181       | 783,358       | 4,729,906     | 4,372   |

* The fixed asset balances, net of depreciation, include $1,604,372 in transit funds and $0 in the governmental-wide fund account of federalized obligations. Should the District choose to liquidate a federalized asset, permission from the governmental agency is required and their obligation takes priority.
## Tahoe Transportation District
### Statement of Operations
#### July 1, 2018 through March 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>TOTAL</th>
<th>General</th>
<th>CIP</th>
<th>Transit</th>
<th>GFA</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Grants</td>
<td>5,736,171</td>
<td>3,412,775</td>
<td>2,323,396</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Funding</td>
<td>2,307,692</td>
<td>964,352</td>
<td>1,343,340</td>
<td></td>
<td></td>
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<tr>
<td>Contributions</td>
<td>915,252</td>
<td>118,666</td>
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<td>354,515</td>
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<tr>
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<td>303,735</td>
<td>301,838</td>
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<tr>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>9,850,798</td>
<td>508,482</td>
<td>4,820,181</td>
<td>4,522,135</td>
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<table>
<thead>
<tr>
<th></th>
<th>TOTAL</th>
<th>General</th>
<th>CIP</th>
<th>Transit</th>
<th>GFA</th>
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</thead>
<tbody>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
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<tr>
<td>Personnel</td>
<td>3,012,650</td>
<td>171,555</td>
<td>262,952</td>
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<td>11,726</td>
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<td>220,580</td>
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<td>484,471</td>
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<td>4,047</td>
<td>2,682</td>
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<tr>
<td>Interest</td>
<td>1,249</td>
<td>1,249</td>
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<td></td>
<td></td>
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<td>Other Funding Sources</td>
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<td>4,730,202</td>
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<table>
<thead>
<tr>
<th></th>
<th>TOTAL</th>
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<th>CIP</th>
<th>Transit</th>
<th>GFA</th>
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<tr>
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<td>134,511</td>
<td>1,414</td>
<td>(208,067)</td>
<td>(8,101)</td>
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## Tahoe Transportation District
### General Fund
#### Statement of Operations
July 1, 2018 through March 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>General Fund Activity</th>
<th>Actual vs Budget</th>
<th>Program YTD</th>
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<td>2nd Qtr</td>
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</tr>
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<td><strong>Charges for Services</strong></td>
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<td>Administrative Fees</td>
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<td>Rental Car Mitigation Fees</td>
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<td><strong>Total Special Revenues</strong></td>
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<td>158</td>
<td>32</td>
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<td><strong>TOTAL REVENUES</strong></td>
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<tr>
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<td>58,318</td>
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<td>4,971</td>
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<td>660</td>
<td>196</td>
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<td>356</td>
<td>356</td>
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<tr>
<td>Dues, Subscriptions &amp; Publications</td>
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<td>910</td>
<td>1,784</td>
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<td>License &amp; Permits</td>
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<td>3,881</td>
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<td>1,892</td>
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<td>Bank Fee / CC Fees</td>
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<td>300</td>
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<td>20,000</td>
<td>20,000</td>
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<td>135</td>
<td>915</td>
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<td>995</td>
<td>698</td>
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<td>Events</td>
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<td>579</td>
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<td>Taxes</td>
<td>2,052</td>
<td>2,091</td>
<td>2,535</td>
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<tr>
<td>Miscellaneous Expenses</td>
<td>301</td>
<td>574</td>
<td>507</td>
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<tr>
<td><strong>Total Operating</strong></td>
<td>109,710</td>
<td>132,450</td>
<td>34,988</td>
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</table>
## Tahoe Transportation District
### General Fund
#### Statement of Operations
July 1, 2018 through March 31, 2019

<table>
<thead>
<tr>
<th>Capital Outlay</th>
<th>1st Qtr</th>
<th>2nd Qtr</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>3rd Qtr</th>
<th>YEAR TO DATE</th>
<th>Budget</th>
<th>Var %</th>
<th>District Ops</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office &amp; Equipment over $5000</td>
<td>3,811</td>
<td>596</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4,407</td>
<td>10,000</td>
<td>44.07%</td>
<td>4,407</td>
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<tr>
<td>Office &amp; Equipment under $5000</td>
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<tr>
<td>CIP over $5000</td>
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<td></td>
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<td></td>
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<tr>
<td>Reimbursed Capital Expenses</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Capital Outlay</strong></td>
<td>3,811</td>
<td>596</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4,407</td>
<td>10,000</td>
<td>44.07%</td>
<td>4,407</td>
</tr>
</tbody>
</table>

| Interest | 1,249 | 1,249 | 30,000 | 4.16% | 1,249 |
|**Total Interest Expense** | 1,249 | 1,249 | 30,000 | 4.16% | 1,249 |

<table>
<thead>
<tr>
<th>Other Financing Sources</th>
<th>1,249</th>
<th>1,249</th>
<th>30,000</th>
<th>4.16%</th>
<th>1,249</th>
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</thead>
<tbody>
<tr>
<td>Preventive Maint (In)</td>
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<tr>
<td>Capital Outlay (In) Out</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Transfer (In) Out</td>
<td></td>
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</tr>
<tr>
<td><strong>Total Other Financing Sources</strong></td>
<td>1,249</td>
<td>1,249</td>
<td>30,000</td>
<td>4.16%</td>
<td>1,249</td>
</tr>
</tbody>
</table>

| TOTAL EXPENSES | 114,274 | 141,436 | 38,998 | 26,773 | 52,490 | 118,261 | 373,971 | 653,869 | 57.19% | 373,971 |

| Increase/(Decrease) to Net Position | 62,718 | 64,417 | (2,900) | 7,964 | 2,311 | 7,375 | 134,511 | 25,659 | 524.23% | 134,511 |
### Tahoe Transportation District

#### CIP Fund

**Statement of Operations**

**July 1, 2018 through March 31, 2019**

<table>
<thead>
<tr>
<th>Program YTD</th>
<th>1st Qtr</th>
<th>2nd Qtr</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>3rd Qtr</th>
<th>YEAR TO DATE</th>
<th>Approved</th>
<th>Budget</th>
<th>Var %</th>
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</thead>
<tbody>
<tr>
<td>US 50</td>
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<td>350,837</td>
<td>706,656</td>
<td>706,656</td>
<td>12.79%</td>
<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>Bikeway / Fanny Mgmt</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking / VPPP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rec Travel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Transit Ops</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other Projects</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>362,067</td>
<td>2,729,076</td>
<td>13,129</td>
<td>44,709</td>
<td>350,837</td>
<td>4,819,199</td>
<td>7,414</td>
<td>4,819,199</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Revenues

#### Capital Grant & Contributions

- **Surface Transportation Program (STP)**: 134,419, 251,497, 121,365, 45,935, 153,439, 320,739
- **Active Transportation Program (ATP)**: 1,102,184, 1,447,030, 4,160, 5,625, 6,641, 16,427
- **Federal Transportation Administration**: 98,385
- **Federal Highways - Recreational Trails**: 98,385
- **Transportation Alternative Programs (TAP)**: 98,385
- **Value Pricing Pilot Program (VVVP)**: 4,282, 5,672, 9,934, 1,048, 1,780, 12,762
- **Public Lands Highways Discretionary (PLHD)**: 6,249
- **State Planning**: 18,699
- **Prop 1B**: 327, 3,675, 9,934, 9,934
- **Question 1**: 319,737, 133,072, 11,278, 19,526
- **Low Carbon Transit Operations**: 124,534
- **Washoe County**: 264,377
- **Douglas County**: 22,796
- **Conservancy**: 1,184
- **TMPO**: 6,704
- **Contributions**: 2,436

**Total Capital Grants & Contributions**: 1,840,651, 2,321,512, 155,517, 155,572, 385,947, 657,036

### Special Items

- **Interest Revenue**: 411, 349, 80, 96, 46, 222

**Total Special Items**: 411, 349, 80, 96, 46, 222

### TOTAL REVENUES

**Total Capital Grants & Contributions**: 1,841,063, 2,321,861, 155,598, 155,667, 385,993, 657,258

### Expenses

#### Personnel

- **5,672**
- **44,486**

#### Contract Services

- **1,435**
- **2,400**

#### Reproduction & Printing

- **2,590**
- **2,400**

#### Supplies

- **170**
- **170**

#### License & Permits

- **3,198**

#### Advertising / Outreach

- **2,400**

#### Postage

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<th>501</th>
<th>16</th>
<th>20</th>
<th>63</th>
<th>36</th>
<th>317</th>
<th>500</th>
</tr>
</thead>
</table>

**Total Expenses**: 1,841,063, 2,321,861, 155,598, 155,667, 385,993, 657,258

---

**TTD Board Agenda Packet - June 14, 2019**

**AGENDA ITEM: V.A.**
## Tahoe Transportation District
### CIP Fund
#### Statement of Operations
July 1, 2018 through March 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>1st Qtr</th>
<th>2nd Qtr</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>3rd Qtr</th>
<th>YEAR TO DATE</th>
<th>Board Approved Budget</th>
<th>Var %</th>
<th>US 50</th>
<th>Meeks / Fanny</th>
<th>Corridor Mgmt</th>
<th>Bikeway / Parking / VPPP</th>
<th>Rec Travel</th>
<th>Transit Ops Projects</th>
<th>Other Projects</th>
<th>Program Projects Total</th>
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<tbody>
<tr>
<td>Expenses Continued</td>
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</tr>
<tr>
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</tr>
<tr>
<td>Dues &amp; Subscriptions</td>
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<tr>
<td>ICAP - 10%</td>
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</tr>
<tr>
<td>Total Operating</td>
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<td>2,729,076</td>
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<td></td>
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<tr>
<td>Equipment over $5000</td>
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</tr>
<tr>
<td>Equipment under $5000</td>
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<td></td>
<td>2,682</td>
<td>2,682</td>
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<td></td>
<td></td>
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<tr>
<td>CIP Over $5000</td>
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</tr>
<tr>
<td>Reimb Capital Expenses</td>
<td>(5,327)</td>
<td>(3,675)</td>
<td>(2,682)</td>
<td>(32,802)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Total Capital Outlay</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
<tr>
<td>Other Financing Sources</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Preventive Maint (In)</td>
<td>100.00%</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Capital Outlay (In) Out</td>
<td>5,327</td>
<td>3,675</td>
<td>2,682</td>
<td>32,802</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Transfer (In) Out</td>
<td>(753)</td>
<td>(7,141)</td>
<td>(4,010)</td>
<td>(519)</td>
<td>(5,436)</td>
<td>(9,965)</td>
<td>(17,859)</td>
<td>(17,859)</td>
<td>100.00%</td>
<td>44,486</td>
<td>44,486</td>
<td>44,486</td>
<td>44,486</td>
<td>44,486</td>
<td>44,486</td>
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<tr>
<td>Total Other Financing Sources</td>
<td>4,575</td>
<td>(3,466)</td>
<td>(1,328)</td>
<td>32,283</td>
<td>(5,436)</td>
<td>25,519</td>
<td>26,628</td>
<td>1,063,780</td>
<td>2.50%</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>26,628</td>
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<tr>
<td>TOTAL EXPENSES</td>
<td>1,840,220</td>
<td>2,321,511</td>
<td>155,517</td>
<td>115,572</td>
<td>385,947</td>
<td>657,036</td>
<td>4,818,768</td>
<td>11,396,528</td>
<td>42.28%</td>
<td>361,636</td>
<td>2,729,076</td>
<td>13,129</td>
<td>1,312,188</td>
<td>350,837</td>
<td>44,486</td>
<td>7,414</td>
<td>4,818,768</td>
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<td>843</td>
<td>349</td>
<td>80</td>
<td>96</td>
<td>46</td>
<td>222</td>
<td>1,414</td>
<td>0</td>
<td>-100.00%</td>
<td>431</td>
<td>0</td>
<td>0</td>
<td>748</td>
<td>0</td>
<td>223</td>
<td>12</td>
<td>1,414</td>
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## Tahoe Transportation District
### Transit Fund
#### Statement of Operations
##### July 1, 2018 through March 31, 2019

<table>
<thead>
<tr>
<th>Revenues</th>
<th>TO Fund Activity</th>
<th>Actual vs Budget</th>
<th>Program YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1st Qtr</td>
<td>2nd Qtr</td>
<td>3rd Qtr</td>
</tr>
<tr>
<td>Grants &amp; Contributions</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>FTA 5311</td>
<td>285,869</td>
<td>422,558</td>
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<tr>
<td>FTA 5307</td>
<td>412,746</td>
<td>160,329</td>
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<tr>
<td>FTA 5310</td>
<td>25,725</td>
<td>21,644</td>
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<tr>
<td>CMAQ - 5307</td>
<td>200,000</td>
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<td></td>
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<tr>
<td>TDA - LTF</td>
<td>246,030</td>
<td>246,030</td>
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<tr>
<td>TDA - STA</td>
<td>132,948</td>
<td>132,948</td>
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<tr>
<td>TDA - SGR</td>
<td>91</td>
<td>50,035</td>
<td>34,053</td>
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<tr>
<td>NV State Parks</td>
<td>85,000</td>
<td></td>
<td></td>
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<tr>
<td>Low Carbon Transit Ops - CA</td>
<td>95,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contributions</td>
<td>259,998</td>
<td>22,500</td>
<td></td>
</tr>
<tr>
<td>Total Grants &amp; Contributions</td>
<td>1,448,315</td>
<td>1,206,100</td>
<td></td>
</tr>
</tbody>
</table>

| Charges for Services | | | | | | | | | | | | | | |
| FareBox Revenue | 175,452 | 92,409 | | 43,162 | 32,074 | 35,789 | 111,025 | 378,886 | 639,860 | 59.21% | 363,193 | 15,693 | 378,886 |
| Pass Sales | 30,444 | 45,105 | | 21,605 | 15,275 | 6,490 | 43,370 | 116,416 | 2,504 | 123.32% |
| Advertising Revenue | | | | | | | | | | | | | | |
| Total Charges for Services | 205,896 | 137,514 | | 64,767 | 47,349 | 64,767 | 154,395 | 497,805 | 736,292 | 67.61% | 479,608 | 18,197 | 497,805 |

| Special Items | | | | | | | | | | | | | | |
| Sale of Fixed Assets | 100.00% | | | | | | | | | | | | | |
| Miscellaneous | 54 | 23 | | 6 | 9 | 21 | 98 | -100.00% | 97 | 1 | 98 |
| Insurance Claim Revenues | 1,800 | 1,800 | | 1,800 | 1,800 | 1,800 | -100.00% | 1,800 | 1,800 | | | | |
| Interest Revenue | 689 | 341 | | 61 | 11 | 80 | 152 | 1,182 | 500 | 236.49% | 1,182 | 1,182 | |
| Total Special Items | 743 | 364 | | 67 | 17 | 1,889 | 1,973 | 3,080 | 500 | 615.99% | 3,079 | 1 | 3,080 |

| TOTAL REVENUES | 1,654,955 | 1,343,978 | | 546,458 | 436,181 | 540,563 | 1,523,202 | 4,522,135 | 6,494,569 | 69.63% | 4,368,895 | 153,240 | 4,522,135 |

| Expenses | Operating | | | | | | | | | | | | | |
| Personnel | 855,801 | 816,982 | | 283,298 | 268,281 | 365,508 | 917,086 | 2,589,869 | 4,228,324 | 61.25% | 2,478,119 | 111,750 | 2,589,869 |
| Contract Services | | | | | | | | | | | | | | |
| Vehicle Fuel | 96,753 | 64,487 | | 20,056 | 16,946 | 22,338 | 59,339 | 220,580 | 356,664 | 61.84% | 210,283 | 10,297 | 220,580 |
| Sales Tax on Fuel | 255 | 171 | | 157 | 157 | 584 | 4,000 | 4,593 | | | | |
| Repair and Maintenance | 120,253 | 144,433 | | 106,572 | 59,216 | 65,390 | 231,178 | 495,864 | 628,869 | 78.85% | 495,018 | 847 | 495,864 |
| Insurance | 61,906 | 61,690 | | 20,353 | 20,702 | 20,353 | 61,407 | 185,004 | 319,500 | 57.90% | 176,454 | 8,550 | 185,004 |
| Reproduction & Printing | 13,103 | 14,846 | | 5,472 | 9,720 | 10,930 | 26,121 | 54,088 | 43,718 | 123.72% | 52,184 | 1,904 | 54,088 |
| Facility Rent | 6,421 | 7,364 | | 2,159 | 2,196 | 2,186 | 6,541 | 20,325 | 27,575 | 73.71% | 19,369 | 956 | 20,325 |

| ATTACHMENT A |
| AGENDA ITEM: V.A. |
### Tahoe Transportation District

**Transit Fund**

Statement of Operations

July 1, 2018 through March 31, 2019

<table>
<thead>
<tr>
<th>1st Qtr</th>
<th>2nd Qtr</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>3rd Qtr</th>
<th>Actual vs Budget</th>
<th>Program YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenses Continued</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td>13,363</td>
<td>15,325</td>
<td>2,896</td>
<td>8,183</td>
<td>2,167</td>
<td>13,246</td>
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<tr>
<td>Advertising &amp; Public Relations</td>
<td>1,696</td>
<td>1,575</td>
<td>56</td>
<td>160</td>
<td>25</td>
<td>241</td>
<td></td>
</tr>
<tr>
<td>License &amp; Permits</td>
<td>131</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dues, Subscriptions and Publications</td>
<td>1,472</td>
<td>999</td>
<td>2,452</td>
<td>38</td>
<td>75</td>
<td>2,566</td>
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</tr>
<tr>
<td>Professional Services</td>
<td>74,666</td>
<td>70,330</td>
<td>27,163</td>
<td>22,517</td>
<td>20,850</td>
<td>70,530</td>
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<td>Bank Fees</td>
<td>1,192</td>
<td>1,113</td>
<td>387</td>
<td>387</td>
<td>358</td>
<td>1,132</td>
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<tr>
<td>Travel</td>
<td>1,645</td>
<td>12,343</td>
<td>1,329</td>
<td>1,510</td>
<td>2,839</td>
<td>16,282</td>
<td></td>
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<tr>
<td>Professional Services</td>
<td>3,516</td>
<td>12,645</td>
<td>436</td>
<td>1,214</td>
<td>3,952</td>
<td>5,603</td>
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<tr>
<td>Miscellaneous Expenses</td>
<td>939</td>
<td></td>
<td>126</td>
<td>(722)</td>
<td>(596)</td>
<td></td>
<td></td>
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<tr>
<td>FareBox Replacement</td>
<td></td>
<td></td>
<td>154</td>
<td>154</td>
<td></td>
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<td></td>
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<tr>
<td>iCAP - 10%</td>
<td>85,615</td>
<td>94,993</td>
<td>29,865</td>
<td>28,965</td>
<td>35,432</td>
<td>94,262</td>
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<td>Depreciation Expense</td>
<td>157,950</td>
<td>186,691</td>
<td>54,498</td>
<td>46,487</td>
<td>58,846</td>
<td>159,831</td>
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<tr>
<td>Total Operating</td>
<td>1,543,032</td>
<td>1,519,101</td>
<td>581,232</td>
<td>498,245</td>
<td>624,865</td>
<td>1,704,342</td>
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<tr>
<td>Capital Outlay</td>
<td></td>
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<td></td>
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<tr>
<td>Equipment under $5000</td>
<td>3,732</td>
<td></td>
<td>2,682</td>
<td>1,800</td>
<td>4,482</td>
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<tr>
<td>Disposal of Fixed Assets</td>
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<td>270,000</td>
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<td>Reimbursed Capital Expenses</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Capital Outlay</td>
<td>0</td>
<td>3,732</td>
<td>2,682</td>
<td>0</td>
<td>1,800</td>
<td>4,482</td>
<td></td>
</tr>
<tr>
<td>Other Financing Sources</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preventive Maint (In)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Outlay (In) Out</td>
<td>(5,327)</td>
<td>(3,675)</td>
<td>(2,682)</td>
<td>(32,802)</td>
<td>(35,484)</td>
<td>(44,486) (1,025,034)</td>
<td>4.34% (44,486) (44,486)</td>
</tr>
<tr>
<td>Transfer (In) Out</td>
<td>(5,327)</td>
<td>(3,675)</td>
<td>(2,682)</td>
<td>(32,802)</td>
<td>0</td>
<td>(35,484) (44,486) (1,025,034)</td>
<td>4.34% (44,486) (44,486)</td>
</tr>
<tr>
<td>Total Other Financing Sources</td>
<td>(5,327)</td>
<td>(3,675)</td>
<td>(2,682)</td>
<td>(32,802)</td>
<td>0</td>
<td>(35,484) (44,486) (1,025,034)</td>
<td>4.34% (44,486) (44,486)</td>
</tr>
<tr>
<td>TOTAL EXPENSES</td>
<td>1,537,705</td>
<td>1,519,158</td>
<td>581,232</td>
<td>465,442</td>
<td>626,665</td>
<td>1,673,340</td>
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<td>Increase / Decrease to Fund Balance</td>
<td>117,250</td>
<td>(175,180)</td>
<td>(34,774)</td>
<td>(29,261)</td>
<td>(86,102)</td>
<td>(150,138) (208,067)</td>
<td>26,279 (791,76%</td>
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</tbody>
</table>

ATTACHMENT A
## Tahoe Transportation District
### Transit Fund
#### Operations Schedule
##### July 1, 2018 through March 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>1st Qtr</th>
<th>2nd Qtr</th>
<th>3rd Qtr</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Jan</strong></td>
<td>546,458</td>
<td>436,181</td>
<td>1,523,202</td>
</tr>
<tr>
<td><strong>Feb</strong></td>
<td>540,563</td>
<td>436,181</td>
<td>1,523,202</td>
</tr>
<tr>
<td><strong>Mar</strong></td>
<td>540,563</td>
<td>436,181</td>
<td>1,523,202</td>
</tr>
<tr>
<td><strong>3rd Qtr</strong></td>
<td>540,563</td>
<td>436,181</td>
<td>1,523,202</td>
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<th><strong>Year To Date</strong></th>
<th><strong>Board Approved Budget</strong></th>
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<tbody>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>4,522,135</td>
<td>6,494,569</td>
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<tr>
<td><strong>TOTAL OPERATING EXPENSES</strong></td>
<td>4,368,895</td>
<td>153,240</td>
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<td><strong>Equip not transferred</strong></td>
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<tr>
<td><strong>LESS DEPRECIATION</strong></td>
<td>(484,471)</td>
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<table>
<thead>
<tr>
<th></th>
<th><strong>Actual vs Budget</strong></th>
<th><strong>Program YTD</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>CASH INCREASE / DECREASE</strong></td>
<td>245,663</td>
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**ATTACHMENT A**

**AGENDA ITEM:** V.A.
## RCMF Schedule
### FY 18 vs FY19

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<th></th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avis</td>
<td>2,447.50</td>
<td>2,810.50</td>
<td>1,353.00</td>
<td>990.00</td>
<td>979.00</td>
<td>1,254.00</td>
<td>2,068.00</td>
<td>1,837.00</td>
<td>1,864.50</td>
<td>15,603.50</td>
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<td>Budget</td>
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<td>3,822.50</td>
<td>1,875.50</td>
<td>1,760.00</td>
<td>1,815.00</td>
<td>1,782.00</td>
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<td>1,804.00</td>
<td>1,710.50</td>
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<td>Enterprise</td>
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<td>30,217.00</td>
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<td>Hertz</td>
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<td>14,019.50</td>
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<tr>
<td><strong>Total</strong></td>
<td>5,566.00</td>
<td>6,633.00</td>
<td>26,103.00</td>
<td>2,750.00</td>
<td>2,794.00</td>
<td>12,166.00</td>
<td>4,383.50</td>
<td>3,641.00</td>
<td>15,807.00</td>
<td>79,843.50</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>July</th>
<th>Aug</th>
<th>Sept</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Avis</td>
<td>3,668.50</td>
<td>2,293.50</td>
<td>2,563.00</td>
<td>1,578.50</td>
<td>1,386.00</td>
<td>1,303.50</td>
<td>1,930.50</td>
<td>1,446.50</td>
<td>2,011.50</td>
<td>18,181.50</td>
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MEMORANDUM

Date:       June 10, 2019
To:         Tahoe Transportation District (TTD) Board of Directors
From:       TTD Staff
Subject:    Authorize the Renewal of the District’s Line of Credit with Nevada State Bank for
            One Million Dollars for Purposes of Cash Flow Management for District Operations

Action Requested:
Staff is requesting the Board to approve and authorize the District Manager to execute the
extension/renewal of the Line of Credit (LOC) agreement with Nevada State Bank (NSB). The
LOC is currently established at $1,000,000 and the agreement ends on June 30, 2019.

Fiscal Analysis:
The LOC serves as a mechanism to support cash flow while waiting for grant reimbursements.
The fees and interest incurred from the LOC are included in the general fund budget.

The loan fees are estimated at $400. The current agreement interest rate is the Wall Street
Journal (WSJ) Prime plus 2%, with a floor of 6%. Staff is projecting the new agreement to have the
same terms, WSJ Prime (5.5% as of May 16, 2019) plus 2% or 7.5% as the initial rate. The floor
will remain at 6%.

Background:
In 2012, the District entered into a Loan Agreement with NSB to establish a $500,000 LOC. The
loan agreement has been renewed annually for the past seven years. In December 2017, the
District entered into a new agreement with NSB where the LOC was increased to $1,000,000. That
agreement expired June 30, 2018 and was renewed for another year on July 1, 2018. Staff is
requesting another one-year renewal, which will run from July 1, 2019 through June 30, 2020.
Currently, there is a zero balance on the LOC.

Discussion:
The District has not received renewal documentation from NSB, but will provide the necessary
financial information to NSB as requested. Like the current agreement, Staff expects that the new
agreement requires no guarantees or collateral and is contingent upon a loan sweep of accounts
arrangement, which is a form of automatic repayment.

Staff recommends approval.

Additional Information:
If you have any questions or comments regarding this item, please contact Joanie Schmitt at (775)
589-5507 or jschmitt@tahoetransportation.org.
MEMORANDUM

Date: June 10, 2019

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Adopt Resolution 2019-007 Establishing a Parking System Checking Account and Resolution 2019-008 Establishing a Parking System Savings Account with Nevada State Bank

Action Requested:
It is requested the Board adopt Resolutions 2019-007 (Attachment A) and 2019-008 (Attachment B) establishing the Parking System’s checking and savings accounts with Nevada State Bank (NSB).

Fiscal Analysis:
All fees that are incurred for these accounts will be paid with revenue earned from the Parking System Fund and are part of the FY20 budget. The fees should have little to no fiscal impact to the fund.

Background:
The Board had previously approved establishing these accounts at the April 2019 Board Meeting and the accounts were opened on April 30, 2019. TTD staff was later notified that NSB required not just their resolution, which had been endorsed after the April Board meeting, but also formal TTD resolutions authorizing the establishment of a checking and savings account with NSB.

Discussion:
TTD has agreed to manage the Parking System where revenues in excess of the program expenses will be held until the SR28 Corridor Management Team agree to expend these funds for corridor improvements, including bike trail repairs and maintenance. Maintaining a separate checking and savings account for the Parking System makes it easier to isolate the Parking System transactions from the other District transactions, and in turn, will help during fiscal audits.

Staff recommends adoption of the resolutions.

Additional Information:
If you have any questions or comments regarding this item, please contact Joanie Schmitt at (775) 589-5507 or jschmitt@tahoetransportation.org.

Attachments:
A. Resolution 2019-007
B. Resolution 2019-008
TAHOE TRANSPORTATION DISTRICT
RESOLUTION NO. 2019-007

A RESOLUTION AUTHORIZING A PARKING SYSTEM CHECKING ACCOUNT AGREEMENT WITH NEVADA STATE BANK

WHEREAS, The Tahoe Transportation District (TTD) is a special purpose district created by Article IX of the Tahoe Regional Planning Compact (“Compact”); and

WHEREAS, Article IX of the Compact provides that TTD may, by resolution, establish procedures for the adoption of its budgets, the appropriation of its money and the carrying on of its other financial activities; and

WHEREAS, Article IX of the Compact provides that TTD may, in accordance with the adopted transportation plan, own and operate a public transportation system to the exclusion of all other publicly owned transportation systems in the region; own and operate support facilities for public and private systems of transportation, including, but not limited to, parking lots, terminals, facilities for maintenance, devices for the collection of revenue and other related equipment; acquire or agree to operate upon mutually agreeable terms any public transportation system or facility within the region; contract with private companies to provide supplementary transportation or provide any of the services needed in operating a system of transportation for the region; fix the rates and charges for transit services provided; and issue revenue bonds and other evidence of indebtedness; and make other financial arrangements appropriate for developing and operating a public transportation system; and

WHEREAS, TTD has established an annual work program and budget process to align and guide its work; and

WHEREAS, TTD has a Board of Directors and Finance Committee which oversee and approve the work program, its budget, and execution; and

WHEREAS, TTD has a professional staff and financial controls in place.

NOW, THEREFORE, BE IT RESOLVED that the TTD Board of Directors hereby authorizes the Chairman of the Board, Steve Teshara, and District Manager, Carl Hasty, to establish a Parking System Checking Account with Nevada State Bank for exclusive use in the course of TTD’s business pursuant to its annual work program and adopted budget and subject to its internal financial controls.
PASSED AND ADOPTED by the TTD Board of Directors at its regular meeting held on June 14, 2019, by the following vote:

Ayes:

Nays:

Abstain:

Absent:

__________________________________
Steve Teshara, Chair
TAHOE TRANSPORTATION DISTRICT
RESOLUTION NO. 2019-008

A RESOLUTION AUTHORIZING A PARKING SYSTEM SAVINGS ACCOUNT AGREEMENT WITH NEVADA STATE BANK

WHEREAS, The Tahoe Transportation District (TTD) is a special purpose district created by Article IX of the Tahoe Regional Planning Compact (“Compact”); and

WHEREAS, Article IX of the Compact provides that TTD may, by resolution, establish procedures for the adoption of its budgets, the appropriation of its money and the carrying on of its other financial activities; and

WHEREAS, Article IX of the Compact provides that TTD may, in accordance with the adopted transportation plan, own and operate a public transportation system to the exclusion of all other publicly owned transportation systems in the region; own and operate support facilities for public and private systems of transportation, including, but not limited to, parking lots, terminals, facilities for maintenance, devices for the collection of revenue and other related equipment; acquire or agree to operate upon mutually agreeable terms any public transportation system or facility within the region; contract with private companies to provide supplementary transportation or provide any of the services needed in operating a system of transportation for the region; fix the rates and charges for transit services provided; and issue revenue bonds and other evidence of indebtedness; and make other financial arrangements appropriate for developing and operating a public transportation system; and

WHEREAS, TTD has established an annual work program and budget process to align and guide its work; and

WHEREAS, TTD has a Board of Directors and Finance Committee which oversee and approve the work program, its budget, and execution; and

WHEREAS, TTD has a professional staff and financial controls in place.

NOW, THEREFORE, BE IT RESOLVED that the TTD Board of Directors hereby authorizes the Chairman of the Board, Steve Teshara, and District Manager, Carl Hasty, to establish a Parking System Savings Account with Nevada State Bank for exclusive use in the course of TTD’s business pursuant to its annual work program and adopted budget and subject to its internal financial controls.
PASSED AND ADOPTED by the TTD Board of Directors at its regular meeting held on June 14, 2019, by the following vote:

Ayes:

Nays:

Abstain:

Absent:

__________________________________

Steve Teshara, Chair
MEMORANDUM

Date: June 10, 2019

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Adopt Resolution 2019-009 Acknowledging Amended Joint Powers Agreement Forming the California Transit Systems Joint Powers Authority and Authorizing District Manager to Sign Amended Agreement

**Action Requested:**

It is requested the Board adopt Resolution 2019-009 (Attachment A) acknowledging the District’s approval of the amended Joint Powers Agreement (Attachment B) forming the California Transit Systems Joint Powers Authority and authorizing the District Manager to sign the amended Agreement.

**Fiscal Analysis:**

All expenditures associated with this item are accounted for in the approved annual Work Program and associated budget.

**Background:**

The Tahoe Transportation District joined California Transit Systems Joint Powers Authority (CalTIP) in 2000 to obtain liability coverage, vehicle damage coverage, and risk management services through jointly pooling resources with the other transit agencies that are members of the Authority. CalTIP has provided competitive and stable rates and needed risk management services over the years. As were many other self- insurance pools, CalTIP was formed in 1987 during a difficult time for public entities to obtain coverage from the insurance market. Although the difficulty of obtaining insurance from the standard markets eventually waned, the coverage provided by the insurance industry usually was not tailored to the specific needs of the public entities and did not provide the tailored risk management services.

CalTIP was formed with the signing of a joint powers agreement by each of its members. This agreement was drafted in 1987 and was last amended in May 2011 to align the document with current operations and practices of the authority at that time.

**Discussion:**

The current amendments to the Agreement are the result of discussions with CalTIP’s Oversight Committee and Board to address CalTIP’s ongoing challenges associated with achieving certain quorum requirements at Board meetings in order to conduct business, provide the flexibility and ability to make decisions and carry forth initiatives in a more expeditious manner to the benefit of the organization, and to ensure the governing documents align with CalTIP’s current practices and procedures. CalTIP’s draft Agreement and Bylaws, with changes shown in redline (Attachment C), were distributed to all CalTIP members on April 3, 2019, to provide members
with time to review the changes, provide comments, and ask questions. At its April 18 meeting, the CalTIP Board approved submitting the amended Joint Powers Authority Agreement to the Parties for approval. In addition, the CalTIP Board approved the Bylaws (Attachment D), as amended, to become effective upon approval of the Agreement. While the CalTIP Board has the authority to approve the amendments to the CalTIP Bylaws, because the Agreement makes reference to that document, it has been included for informational purposes.

The Agreement needs to be adopted by the governing bodies of at least three-fourths of the members of CalTIP. Although not all members’ adoption is needed, CalTIP believes it best to have all members adopt the amended Agreement. The amendments will bring the Agreement up-to-date with current laws and best practices within the risk management joint powers authorities. It will also provide flexibility to the Board of Directors to change its structure and function from time to time as needed. Each member, including TTD, has representation on the CalTIP Board of Directors and each director has similar interests as TTD in the operations of CalTIP because each member is a transit agency similar to TTD. Staff recommends the Board adopt Resolution 2019-009.

**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 2019-009
- B. Amended CalTIP Joint Powers Agreement – May 2011
- C. Comparison of Amended Joint Powers Agreement to Current Agreement
- D. Draft Amended Bylaws
A RESOLUTION APPROVING THE AMENDED JOINT POWERS AGREEMENT FORMING THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

WHEREAS, by Resolution, the Tahoe Transportation District (TTD) approved entering into an agreement that provided for the creation of the California Transit Systems Joint Powers Insurance Authority (hereinafter CalTIP) for the purpose of jointly funding tort liabilities and other losses and providing risk management services to reduce such losses;

WHEREAS, CalTIP has provided TTD coverage for such liabilities, including losses to vehicles, at overall cost-effective pricing;

WHEREAS, the Board of Directors of TTD finds it in the best interest of TTD to continue its participation in CalTIP and obtain liability coverage and risk management services from CalTIP;

WHEREAS, the joint powers agreement of CalTIP has retained its original form as drafted in 1987 and amended in 2011, and there have been changes in the operations of CalTIP since that time;

WHEREAS, the Board of Directors recognizes the need to amend the CalTIP joint powers authority agreement to enable CalTIP to effectively govern the organization and adapt to changes in the environment in which CalTIP operates.

NOW, THEREFORE, BE IT RESOLVED that the TTD Board of Directors accepts the changes to the joint powers agreement as presented, and

BE IT FURTHER RESOLVED that the Board of Directors authorizes the District Manager to sign the amended joint powers agreement that shall enable the TTD to continue to enjoy the joint self-insurance and risk management programs provided by CalTIP.

PASSED AND ADOPTED by the TTD Board of Directors at its regular meeting held on June 14, 2019, by the following vote:

Ayes:

Nays:

Absent:

Abstain:

_____________________________
Steve Teshara
Chairman
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AMENDED AND RESTATED

JOINT POWERS AUTHORITY AGREEMENT

CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY (CalTIP)

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ATTACHMENT B
This Amended and Restated Joint Powers Agreement ("Agreement") is executed by and among those public entities which are signatories to this Agreement. Such parties shall hereinafter be referred to individually as “Party” or collectively, “Parties.”

RECITALS

Whereas, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public entities, by agreement, to exercise jointly powers common to the contracting parties; and

Whereas, it is the mutual benefit of the Parties and in the public interest that the Parties join together to provide:

- Pooling of their self-insured losses caused by injury to, or disease of, a person or damage to property;
- Sharing the cost of excess insurance or reinsurance, if any, or pooling with other joint powers authorities or public entity pooling arrangement; and
- Sharing the administration of the Authority created by this document.

Whereas, each Party desires to enter into this Agreement with each of the other Parties for the purpose of joint risk sharing and/or insuring against various risk of loss jointly, rather than individually;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

This amended Agreement replaces and restates in its entirety the Agreement and any prior amendments that may exist and is effective upon approval by three-quarters of the current Parties to the Agreement.

This Agreement is made under the authority of Government Code Section 6500 et seq. between the undersigned public entities, after the governing boards of the entities determine that it is in their best interest to execute this Agreement.

ARTICLE I - PURPOSE

The purpose of this Agreement is to exercise jointly powers common to each Party by:

- Creating an authority under Government Code Section 6500 et seq., a public entity that is separate and apart from the Parties, to be known as the California Transit System Joint Powers Authority, to administer a self-insurance pool,
- Sharing losses and purchase as a group, insurance or reinsurance and participate in other joint powers authorities or public entity pooling arrangements,
- Maintaining funds sufficient to pay the losses to which the Parties agree to share through a Coverage Program, and
- Purchasing jointly administrative and other services, including risk management, loss prevention, and legal defense in connection with the Coverage Programs.
ARTICLE II - CREATION OF THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

Pursuant to Government Code Section 6500 et seq., the Parties to this Agreement hereby create a public entity separate and apart from the Parties. This public entity created by this Agreement shall be known as the California Transit Systems Joint Powers Authority.

ARTICLE III - DEFINITIONS

1. “Authority” shall mean the California Transit Systems Joint Powers Authority.
2. “Board” or “Board of Directors” shall mean the governing board of the Authority.
3. “Coverage Programs” shall mean programs as defined and adopted by the Board which may, but need not be limited to pooled risk programs, group purchase of insurance or reinsurance, or participation in other public entity pooling programs.
4. “Coverage Program Documents” shall mean the Master Program Document defining the policies and procedures of the program and the Memorandum of Coverage defining the coverage provided by the program.
5. “Contributions” shall mean payments by Members to the Authority, for other than interest, penalties paid, or reimbursements for payments made on behalf of the Member, for which the Authority is not liable.
6. “Governing Documents” shall be those documents described in Article VII, Governing Documents.
7. “Member” or collectively “Members” shall mean a Party who is participating in a particular Coverage Program.
8. “Party” shall mean a signatory to this Agreement.
9. “Officer” shall mean an officer of the Authority as defined in Article XIII.

ARTICLE IV - PARTIES TO THIS AGREEMENT

Each Party to this Agreement certifies that it intends to, and does, contract with all other Parties who are signatories to this Agreement, and any signatories that may sign this Agreement in the future, pursuant to Article XVI. The withdrawal of any Party to this Agreement shall not affect this Agreement as respects the remaining Parties and those remaining Parties’ intent to be bound by this Agreement.

ARTICLE V - TERM OF AGREEMENT

As authorized by Government Code Section 6510, this Agreement which was originally effective May 1, 1987 shall stay in full force, as amended from time to time, until terminated in accordance with Article XX.
ARTICLE VI - POWERS OF THE AUTHORITY

The powers of the Authority shall be the powers enjoyed by the County of Nevada or, if the County of Nevada is no longer a Party to this Agreement then, the County of Siskiyou, and is authorized to do all acts necessary to fulfill the purposes of this Agreement including, but not limited to, the following:

1. Make and enter into contracts;
2. Incur debts, liabilities and obligations, but no debt, liability or obligation of the Authority is the debt, liability or obligation of any Party except as otherwise provided;
3. Acquire, hold or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services and other forms of assistance from any source;
5. Assess Parties as deemed appropriate by the Board;
6. Sue and be sued in its own name;
7. Acquire, construct, manage and maintain buildings; and
8. Lease real or personal property including property of a Party, and receive, collect, invest and disburse monies.

These powers shall be executed in a manner provided by appropriate law and as set forth in this Agreement.

ARTICLE VII - GOVERNING DOCUMENTS

The attached amended Bylaws shall be deemed adopted upon the effective date of this Agreement. Thereafter, the Board of Directors may amend the Bylaws consistent with this Agreement and applicable law to govern the operations of the Authority. The Board of Directors may adopt Coverage Program Documents, consistent with this Agreement and the Bylaws. These Coverage Program Documents define the Coverage Programs, the Members’ rights and duties, the Authority’s rights and duties, and the operations of the programs. The Board may also adopt policies and procedures, consistent with this Agreement, the Bylaws, or Coverage Program Documents, to assist in the governance of the Authority’s operations and activities. The Agreement, the Bylaws, Coverage Program Documents and policies and procedures adopted by the Board shall constitute the Governing Documents of the Authority.

Unless otherwise stated, a Governing Document may be amended by a majority of the Board of Directors at a duly noticed regular or special Board meeting.

ARTICLE VIII - RESPONSIBILITIES OF THE PARTIES

The Parties to this Agreement shall have the following responsibilities:

1. To abide by the terms of this Agreement and other Governing Documents;
2. To cooperate fully with the Authority in the settlement of claims;
3. To pay Contributions, assessments, or other charges promptly to the Authority when due; and
4. To appoint a Director and one or more Alternates to the Board of Directors and to reappoint those positions upon the departure of anyone from those positions.
ARTICLE IX - POWERS RESERVED UNTO THE PARTIES

The Parties reserve unto themselves the following powers:

1. To amend this Agreement;
2. Appoint the Representatives and Alternates to the Board of Directors; and
3. To terminate the Authority in accordance with Article XX.

ARTICLE X - BOARD OF DIRECTORS

There shall be a Board of Directors to govern the affairs of the Authority. The Board of Directors shall have all the powers of the Authority except those specifically reserved to the Parties. The Board of Directors shall have the authority to create committees as deemed necessary for the operations of the Authority. The Board has the power to delegate any and all of its powers, not specifically reserved exclusively to the Board, to a committee or an Officer of the Authority.

The Board of Directors shall consist of one Director and one or more Alternates for each Party to this Agreement as provided for in the Bylaws.

ARTICLE XI - DUTIES OF THE BOARD NOT DELEGABLE

The Board may not delegate to any committee, office or person the authority to:

1. Adopt, amend or alter the Bylaws;
2. Adopt the Authority’s Annual Budget;
3. Create a Coverage Program;
4. Accept a Party to this Agreement; or
5. Expel a Party to this Agreement.

ARTICLE XII - BOARD MEETINGS AND RECORDS

The Board of Directors shall hold at least one meeting each fiscal year. Regular and special meetings may be called in accordance with the Bylaws of this Authority and applicable laws. All meetings shall be open to the public except as permitted by Government Code Section 54950 et seq. The Secretary shall keep full and complete minutes of all Board meetings.
ARTICLE XIII - OFFICERS OF THE AUTHORITY

The Board shall elect one of its members as Chairperson and one as Vice Chairperson. The Board shall appoint a Secretary. The duties of the Chairperson, Vice Chairperson and Secretary shall be defined in the Bylaws.

In lieu of the designation of a treasurer and auditor as per Government Code Section 6505.6, the Board shall elect a Treasurer, who shall have, among other duties defined in the Bylaws, the duties of the treasurer and auditor as described in Government Code Section 6505.5.

The Board may appoint other officers of the Authority as described in the Bylaws.

ARTICLE XIV - ANNUAL BUDGET

Pursuant to Government Code Section 6508, the Board shall approve a budget for any given fiscal year prior to the inception of that year.

ARTICLE XV - ADMINISTRATION OF FUNDS

The Authority shall be responsible for the strict accountability of all funds and reports of all receipts and disbursements in conformity with Government Code Section 6505. All funds of the Authority may be held in common although there shall be a separate accounting for funds of each Coverage Program.

ARTICLE XVI - NEW PARTIES

Prospective Parties may apply to the Board of Directors at any time. The Board shall have the power to accept a prospective Party, after reviewing their application. The membership shall become effective upon the Board’s approval and the signing of this Agreement, participation in all mandatory Coverage Programs, and compliance with any and all other requirements imposed upon membership by the Bylaws or other Governing Documents.

ARTICLE XVII - WITHDRAWAL

A Party to this Agreement may not withdraw as a party to this Agreement prior to being a Party for at least three full fiscal years. A Party, who has been a Party for at least three full fiscal years, may withdraw from this Agreement only on the completion of a fiscal year. The Party must provide the Chairperson written notice of intent to withdraw at least six-months prior to withdrawal. The Party may rescind its notice of intent to withdraw at any time prior to ninety-days prior to the commencement of the next fiscal year. The Board may authorize rescission of the intent to withdraw upon a Party’s request pursuant to the Bylaws at any time.
ARTICLE XVIII - EXPULSION

The Board may expel a Party to this Agreement as a Party as provided for in the Bylaws. The expelled Party shall be given written notice of such action of the Board at least ninety-days prior to the effective date of the expulsion.

ARTICLE XIX - EFFECT OF EXPULSION OR WITHDRAWAL

Pursuant to Government Code Section 6512.2, termination of any Party to this Agreement as a Party shall not be construed to be completion of the purpose of the Agreement and shall not require the return of any Contributions, payments or advances made by the Party until the Agreement is rescinded or terminated by all Parties in accordance with Article XX.

Termination of a Party to this Agreement as a Party shall not terminate its continuing responsibilities defined in any Governing Document or Coverage Program Document for the period of time in which the Party participated, including, but not limited to:

1. Cooperate fully with the Authority in the investigation and settlement of a claim;
2. Pay any Contributions, retentions or deductibles, assessments or other charges which are due and payable; and
3. Provide any statistical or loss experience data and other information as may be necessary for the Authority to carry out the purpose of this Agreement.

ARTICLE XX - TERMINATION AND DISTRIBUTION

This Agreement may be terminated at any time with written consent of three-fourths of the Parties; provided, however, that this Agreement and the Authority shall exist for the purpose of disposing of all claims, distribution of assets and any other functions necessary to wind up the affairs of the Authority. The Board shall be vested with all the powers of the Authority for the purposes of winding down and dissolving the business affairs of the Authority, including the power to assess past and present Parties in accordance with Coverage Program Documents.

In accordance with Government Code Section 6512, all assets of the Authority shall be distributed among those who were Parties within ten years of termination, in proportion to the Parties’ Contributions. The Board shall determine when claims and liabilities are sufficiently realized as to not jeopardize the payment of any claim or liability that may arise in the future.

ARTICLE XXI - LIABILITY AND INDEMNIFICATION

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any Party, except to the extent and in the proportions, imposed by the Bylaws or other Governing Documents. Each Party is independent of every other Party and of the Authority and not the agent of any Party or of the Authority. In contemplation of the provisions of Section 895.2 of the California Government Code, imposing certain tort liability jointly
upon public entities, solely by reason of a joint powers agreement as defined in Section 895 of that code, each Party, as between each other, pursuant to the authorization contained in Section 895.4 and 895.6 of that code, does hereby assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of the California Government Code. To achieve the above-stated purpose, each Party shall indemnify and hold harmless each other Party for any loss, costs, or expense that may be imposed upon such other Party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part of this Agreement as if set forth fully in this Agreement.

The members of the Board of Directors and the Officers and employees of the Authority shall act in good faith and in the best interests of the Authority in the performance of their duties. The members of the Board of Directors and Officers and employees shall be liable for an act or omission within the scope of their employment with the Authority as a public entity only in the event that they act or fail to act because of actual fraud, corruption, or malice. No member shall be liable for any actions taken or omissions by another member of the Board. Funds of the Authority shall be used to defend and indemnify members of the Board, Officers, and employees for any act or omission pursuant to the provisions of the Government Code Section 910 to 996.6, inclusive. The Authority may purchase insurance covering acts or omissions of the Board of Directors, Officers, and employees.

ARTICLE XXII - NOTICES

Notices to any or all Parties shall be sufficient if mailed to their respective addresses on file with the Authority. Notice to the Authority shall be sufficient if mailed to the official address of the Authority as established by Resolution. Notices of meetings may be given by electronic mail to the respective electronic mail addresses on file with the Authority, which notice shall be deemed sufficient notice.

ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT

No Party may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or third party beneficiary of the Party shall have any right, claim or title to any part, share, interest, fund, premium, or asset of the Authority.

ARTICLE XXIV - ARBITRATION

Any controversy between the Parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXV - AMENDMENTS

This Agreement may be amended at any time by approval of two-thirds of the Parties.
ARTICLE XXVI - AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the Parties. There are no oral understandings or agreements not set forth in writing herein.

In Witness Whereof, the undersigned Party hereto has executed this Agreement on the date indicated below:

Date: __________________________ By: __________________________

Printed Name of Authorized Signor

______________________________

Signature of Authorized Signor

______________________________

Title of Authorized Signor

______________________________

Name of Agency
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<td>Changing the opening paragraph prior to recitals for clarification purposes.</td>
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<td>Adding language to clarify the amended Agreement will become effective as soon as three-quarters of the current Parties to the Agreement approve the Agreement.</td>
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<td>Page 2, Lines 81 - 83</td>
<td>Article IV – Term of Agreement: Adding language to clarify the agreement is effective as amended from time to time.</td>
<td>Page 2, Lines 85 - 87</td>
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<td>Page 3, Line 111 - 112</td>
<td>Article VII – Governing Documents: Including language stating the amended Bylaws are attached to the document and noting they will be deemed adopted upon the effective date of the Agreement. (The Board has the authority to adopt the Bylaws; however, because some of the amendments to the Bylaws dovetail with the amendments to the Agreement, the Board adopted the amended Bylaws to become effective upon the effective date of the Agreement). The language was also changed to clarify the Board may amend the Bylaws.</td>
<td>Page 3, Lines 113 - 114</td>
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<td>Page 3, Line 130</td>
<td>Article VIII – Responsibilities of the Parties: Clarifying one or more Alternates may be appointed to the Board, which is CalTIP’s current practice.</td>
<td>Page 3, Line 134</td>
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<td>Page 4, Lines 148 - 154</td>
<td>Article X – Board of Directors: Adding language to maintain consistency regarding appointment of “one or more Alternates” to the Board, referring to the Bylaws for specifics regarding the constitution of the Board of Directors, and removing the specifics from the Agreement.</td>
<td>Page 4, Lines 153 - 154</td>
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<td>Page 5, Line 202 - 203</td>
<td>Article XVI – New Parties: Removing the quorum requirement from this section of the Agreement. Specifics regarding the quorum requirement are contained in the amended Bylaws. (The Bylaws require a two-thirds affirmative vote of the Board present and voting).</td>
<td>N/A</td>
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<td>Page 6, Lines 221 - 223</td>
<td>Article XVIII – Expulsion: Removing the quorum requirement from this section of the Agreement and referencing the Bylaws. (The Bylaws require a three-fourths vote of the Board present and voting). Adding language to clarify written notice of such action will be provided to the expelled Party at least 90 days prior to the effective date of the expulsion.</td>
<td>Page 6, Lines 220 - 222</td>
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<td>N/A</td>
<td>Article XXII – Notices: Adding language stating notices of meetings may be provided via e-mail.</td>
<td>Page 7, Lines 290 - 291</td>
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<td>Article XXV – Amendments: Changing the approval requirement to amend the Agreement from three-fifths of the Parties to two-thirds of the Parties for future amendments.</td>
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CALIFORNIA TRANSIT SYSTEMS

JOINT POWERS AUTHORITY

JOINT POWERS AUTHORITY AGREEMENT

May 2011
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**JOINT POWERS AUTHORITY AGREEMENT**

**CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY (CalTIP)**

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This Agreement is executed in the State of California by and among those public entities which are parties signatory to this Agreement. All parties signatory to this Agreement shall hereinafter be called “Party” [collectively “Parties”].

RECATALS

Whereas, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public entities, by agreement, to exercise jointly powers common to the contracting parties; and

Whereas, it is the mutual benefit of the Parties and in the public interest that the Parties join together to provide:

- Pooling of their self-insured losses caused by injury to, or disease of, a person or damage to property;
- Sharing the cost of excess insurance or reinsurance, if any, or pooling with other joint powers authorities or public entity pooling arrangement; and
- Sharing the administration of the Authority created by this document.

Whereas, each Party desires to enter into this Agreement with each of the other Parties for the purpose of joint risk sharing and/or insuring against various risk of loss jointly, rather than individually;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

This amended Agreement replaces the original Agreement and any prior amendments that may exist.

This Agreement is made under the authority of Government Code Section 6500 et seq. between the undersigned public entities, after the governing boards of the entities determine that it is in their best interest to execute this Agreement.

ARTICLE I - PURPOSE

The purpose of this Agreement is to exercise jointly powers common to each Party by:

- Creating an authority under Government Code Section 6500 et seq., a public entity that is separate and apart from the Parties, to be known as the California Transit System Joint Powers Authority, to administer a self-insurance pool,
- Sharing losses and purchase as a group, insurance or reinsurance and participate in other joint powers authorities or other public entity pooling arrangements,
- Maintaining funds sufficient to pay the losses to which the Parties agree to share through a Coverage Program, and
- Purchasing jointly administrative and other services, including risk management, loss prevention, and legal defense in connection with the Coverage Programs.
ARTICLE II - CREATION OF THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

Pursuant to Government Code Section 6500 et seq., the Parties to this Agreement hereby create a public entity separate and apart from the Parties. This public entity created by this Agreement shall be known as the California Transit Systems Joint Powers Authority.

ARTICLE III - DEFINITIONS

1. “Authority” shall mean the California Transit Systems Joint Powers Authority.
2. “Board” or “Board of Directors” shall mean the governing board of the Authority.
3. “Coverage Programs” shall mean programs as defined and adopted by the Board which may, but need not be limited to pooled risk programs, group purchase of insurance or reinsurance, or participation in other public entity pooling programs.
4. “Coverage Program Documents” shall mean the Master Program Document defining the policies and procedures of the program and the Memorandum of Coverage defining the coverage provided by the program.
5. “Contributions” shall mean payments by Members to the Authority, for other than interest, penalties paid, or reimbursements for payments made on behalf of the Member, for which the Authority is not liable.
6. “Governing Documents” shall be those documents described in Article VII, Governing Documents.
7. “Member” or collectively “Members” shall mean a Party who is participating in a particular Coverage Program.
8. “Party” shall mean a signatory to this Agreement.
9. “Officer” shall mean an officer of the Authority as defined in Article XIII.

ARTICLE IV - PARTIES TO THIS AGREEMENT

Each Party to this Agreement certifies that it intends to, and does, contract with all other Parties who are signatories to this Agreement, and any signatories that may sign this Agreement in the future, pursuant to Article XVI. The withdrawal of any Party to this Agreement shall not affect this Agreement as respects the remaining Parties and those remaining Parties’ intent to be bound by this Agreement.

ARTICLE V - TERM OF AGREEMENT

As authorized by Government Code Section 6510, this Agreement was effective from May 1, 1987 and shall stay in full force, as is, as amended on May 1, 2012 or any other subsequent amendments, until terminated in accordance with Article XX.
ARTICLE VI - POWERS OF THE AUTHORITY

The powers of the Authority shall be the powers enjoyed by the County of Nevada or, if the County of Nevada is no longer a Party to this Agreement then, the County of Siskiyou, and is authorized to do all acts necessary to fulfill the purposes of this Agreement including, but not limited to, the following:

1. Make and enter into contracts;
2. Incur debts, liabilities and obligations, but no debt, liability or obligation of the Authority is the debt, liability or obligation of any Party except as otherwise provided;
3. Acquire, hold or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services and other forms of assistance from any source;
5. Assess Parties as deemed appropriate by the Board;
6. Sue and be sued in its own name;
7. Acquire, construct, manage and maintain buildings; and
8. Lease real or personal property including property of a Party, and receive, collect, invest and disburse monies.

These powers shall be executed in a manner provided by appropriate law and as set forth in this Agreement.

ARTICLE VII - GOVERNING DOCUMENTS

The Board of Directors shall adopt Bylaws consistent with this Agreement and applicable law to govern the operations of the Authority. The Board of Directors may adopt Coverage Program Documents, consistent with this Agreement and the Bylaws. These Coverage Program Documents define the Coverage Programs, the Members rights and duties, the Authority’s rights and duties, and the operations of the programs. The Board may also adopt policies and procedures, consistent with this Agreement, the Bylaws, or Coverage Program Documents, to assist in the governance of the Authority’s operations and activities. The Agreement, the Bylaws, Coverage Program Documents and policies and procedures adopted by the Board shall constitute the Governing Documents of the Authority.

Unless otherwise stated, a Governing Document may be amended by a majority of the Board of Directors at a duly noticed regular or special Board meeting.

ARTICLE VIII - RESPONSIBILITIES OF THE PARTIES

The Parties to this Agreement shall have the following responsibilities:

1. To abide by the terms of this Agreement and other Governing Documents;
2. To cooperate fully with the Authority in the settlement of claims;
3. To pay Contributions, assessments, or other charges promptly to the Authority when due; and
4. To appoint a Director and an Alternate to the Board of Directors and to reappoint those positions upon the departure of anyone from those positions.
ARTICLE IX - POWERS RESERVED UNTO THE PARTIES

The Parties reserve unto themselves the following powers:

1. To amend this Agreement;
2. Appoint the Representatives and Alternates to the Board of Directors; and
3. To terminate the Authority in accordance with Article XX.

ARTICLE X - BOARD OF DIRECTORS

There shall be a Board of Directors to govern the affairs of the Authority. The Board of Directors shall have all the powers of the Authority except those specifically reserved to the Parties. The Board of Directors shall have the authority to create committees as deemed necessary for the operations of the Authority. The Board has the power to delegate any and all of its powers, not specifically reserved exclusively to the Board, to a committee or an Officer of the Authority.

The Board of Directors shall consist of one Director and one Alternate from each Party to this Agreement. The Party shall appoint by official action an officer or employee of the Party to be the Director and such appointment shall remain in effect until such time as the Party appoints another to be the Director. The Party shall appoint by official action an officer or employee of the Party to be the Alternate and such appointment shall remain in effect until such time as the Party appoints another to be the Alternate. Each Director shall have one vote, and each Alternate shall have one vote only if the Director for which he/she is an Alternate is absent from the meeting.

ARTICLE XI - DUTIES OF THE BOARD NOT DELEGABLE

The Board may not delegate to any committee, office or person the authority to:

1. Adopt, amend or alter the Bylaws;
2. Adopt the Authority’s Annual Budget;
3. Create a Coverage Program;
4. Accept a Party to this Agreement; or
5. Expel a Party to this Agreement.

ARTICLE XII - BOARD MEETINGS AND RECORDS

The Board of Directors shall hold at least one meeting each fiscal year. Regular and special meetings may be called in accordance with the Bylaws of this Authority and applicable laws. All meetings shall be open to the public except as permitted by Government Code Section 54950 et seq. The Secretary shall keep full and complete minutes of all Board meetings.
ARTICLE XIII - OFFICERS OF THE AUTHORITY

The Board shall elect one of its members as Chairperson and one as Vice Chairperson. The Board shall appoint a Secretary. The duties of the Chairperson, Vice Chairperson and Secretary shall be defined in the Bylaws.

In lieu of the designation of a treasurer and auditor as per Government Code Section 6505.6, the Board shall elect a Treasurer, who shall have, among other duties defined in the Bylaws, the duties of the treasurer and auditor as described in Government Code Section 6505.5.

The Board may appoint other officers of the Authority as described in the Bylaws.

ARTICLE XIV - ANNUAL BUDGET

Pursuant to Government Code Section 6508, the Board shall approve a budget for any given fiscal year prior to the inception of that year.

ARTICLE XV - ADMINISTRATION OF FUNDS

The Authority shall be responsible for the strict accountability of all funds and reports of all receipts and disbursements in conformity with Government Code Section 6505. All funds of the Authority may be held in common although there shall be a separate accounting for funds of each Coverage Program.

ARTICLE XVI - NEW PARTIES

Prospective Parties may apply to the Board of Directors at any time. The Board shall have the power to accept a prospective Party, after reviewing their application, with at least two-thirds affirmative vote of the entire Board. The membership shall become effective upon the Board’s approval and the signing of this Agreement, participation in all mandatory Coverage Programs, and compliance with any and all other requirements imposed upon membership by the Bylaws or other Governing Documents.

ARTICLE XVII - WITHDRAWAL

A Party to this Agreement may not withdraw as a party to this Agreement prior to being a Party for at least three full fiscal years. A Party, who has been a Party for at least three full fiscal years, may withdraw from this Agreement only on the completion of a fiscal year. The Party must provide the Chairperson written notice of intent to withdraw at least six-months prior to withdrawal. The Party may rescind its notice of intent to withdraw at any time prior to ninety-days prior to the commencement of the next fiscal year. The Board may authorize rescission of the intent to withdraw upon a Party’s request pursuant to the Bylaws at any time.
ARTICLE XVIII - EXPULSION

The Authority may expel a Party to this Agreement as a Party by a three-fourth vote of the entire Board. The Party shall be given written notice of such action of the Board at least ninety-days prior to the expulsion.

ARTICLE XIX - EFFECT OF EXPULSION OR WITHDRAWAL

Pursuant to Government Code Section 6512.2, termination of any Party to this Agreement as a Party shall not be construed to be completion of the purpose of the Agreement and shall not require the return of any Contributions, payments or advances made by the Party until the Agreement is rescinded or terminated by all Parties in accordance with Article XX.

Termination of a Party to this Agreement as a Party shall not terminate its continuing responsibilities defined in any Governing Document or Coverage Program Document for the period of time in which the Party participated, including, but not limited to:

1. Cooperate fully with the Authority in the investigation and settlement of a claim;
2. Pay any Contributions, retentions or deductibles, assessments or other charges which are due and payable; and
3. Provide any statistical or loss experience data and other information as may be necessary for the Authority to carry out the purpose of this Agreement.

ARTICLE XX - TERMINATION AND DISTRIBUTION

This Agreement may be terminated at any time with written consent of three-fourths of the Parties; provided, however, that this Agreement and the Authority shall exist for the purpose of disposing of all claims, distribution of assets and any other functions necessary to wind up the affairs of the Authority. The Board shall be vested with all the powers of the Authority for the purposes of winding down and dissolving the business affairs of the Authority, including the power to assess past and present Parties in accordance with Coverage Program Documents.

In accordance with Government Code Section 6512, all assets of the Authority shall be distributed among those who were Parties within ten years of termination, in proportion to the Parties’ Contributions. The Board shall determine when claims and liabilities are sufficiently realized as to not jeopardize the payment of any claim or liability that may arise in the future.

ARTICLE XXI - LIABILITY AND INDEMNIFICATION

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any Party, except to the extent and in the proportions, imposed by the Bylaws or other Governing Documents. Each Party is independent of every other Party and of the Authority and not the agent of any Party or of the Authority. In contemplation of the provisions of Section 895.2 of the California Government Code, imposing certain tort liability jointly
upon public entities, solely by reason of a joint powers agreement as defined in Section 895 of that code, each Party, as between each other, pursuant to the authorization contained in Section 895.4 and 895.6 of that code, does hereby assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of the California Government Code. To achieve the above-stated purpose, each Party shall indemnify and hold harmless each other Party for any loss, costs, or expense that may be imposed upon such other Party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part of this Agreement as if set forth fully in this Agreement.

The members of the Board of Directors and the Officers and employees of the Authority shall act in good faith and in the best interests of the Authority in the performance of their duties. The members of the Board of Directors and Officers and employees shall be liable for an act or omission within the scope of their employment with the Authority as a public entity only in the event that they act or fail to act because of actual fraud, corruption, or malice. No member shall be liable for any actions taken or omissions by another member of the Board. Funds of the Authority shall be used to defend and indemnify members of the Board, Officers, and employees for any act or omission pursuant to the provisions of the Government Code Section 910 to 996.6, inclusive. The Authority may purchase insurance covering acts or omissions of the Board of Directors, Officers, and employees.

**ARTICLE XXII - NOTICES**

Notices to any or all Parties shall be sufficient if mailed to their respective addresses on file with the Authority. Notice to the Authority shall be sufficient if mailed to the official address of the Authority as established by Resolution.

**ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT**

No Party may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or third party beneficiary of the Party shall have any right, claim or title to any part, share, interest, fund, premium, or asset of the Authority.

**ARTICLE XXIV - ARBITRATION**

Any controversy between the Parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

**ARTICLE XXV - AMENDMENTS**

This Agreement may be amended at any time by approval of three-fourths of the Parties.
ARTICLE XXVI - AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the Parties. There are no oral understandings or agreements not set forth in writing herein.

In Witness Whereof, the undersigned Party hereto has executed this Agreement on the date indicated below:

Date: _______________________________              By:  ________________________________________

Printed Name of Authorized Signor

Signature of Authorized Signor

Title of Authorized Signor

Name of Agency
CALIFORNIA TRANSIT SYSTEMS

JOINT POWERS AUTHORITY

AMENDED AND RESTATED
JOINT POWERS AUTHORITY AGREEMENT

As Amended 2019
This Amended and Restated Joint Powers Agreement ("Agreement") is executed by and among those public entities which are signatories to this Agreement. Such parties shall hereinafter be referred to individually as “Party” or collectively, “Parties.”

RECOLTS

Whereas, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public entities, by agreement, to exercise jointly powers common to the contracting parties; and

Whereas, it is the mutual benefit of the Parties and in the public interest that the Parties join together to provide:

- Pooling of their self-insured losses caused by injury to, or disease of, a person or damage to property;
- Sharing the cost of excess insurance or reinsurance, if any, or pooling with other joint powers authorities or public entity pooling arrangement; and
- Sharing the administration of the Authority created by this document.

Whereas, each Party desires to enter into this Agreement with each of the other Parties for the purpose of joint risk sharing and/or insuring against various risk of loss jointly, rather than individually;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

This amended Agreement replaces and restates in its entirety the Agreement and any prior amendments that may exist and is effective upon approval by three-quarters of the current Parties to the Agreement.

This Agreement is made under the authority of Government Code Section 6500 et seq. between the undersigned public entities, after the governing boards of the entities determine that it is in their best interest to execute this Agreement.

ARTICLE I - PURPOSE

The purpose of this Agreement is to exercise jointly powers common to each Party by:

- Creating an authority under Government Code Section 6500 et seq., a public entity that is separate and apart from the Parties, to be known as the California Transit System Joint Powers Authority, to administer a self-insurance pool,
- Sharing losses and purchase as a group, insurance or reinsurance and participate in other joint powers authorities or other public entity pooling arrangements,
- Maintaining funds sufficient to pay the losses to which the Parties agree to share through a Coverage Program, and
- Purchasing jointly administrative and other services, including risk management, loss prevention, and legal defense in connection with the Coverage Programs.
ARTICLE II - CREATION OF THE CALIFORNIA TRANSIT SYSTEMS JOINT POWERS AUTHORITY

Pursuant to Government Code Section 6500 et seq., the Parties to this Agreement hereby create a public entity separate and apart from the Parties. This public entity created by this Agreement shall be known as the California Transit Systems Joint Powers Authority.

ARTICLE III - DEFINITIONS

1. “Authority” shall mean the California Transit Systems Joint Powers Authority.
2. “Board” or “Board of Directors” shall mean the governing board of the Authority.
3. “Coverage Programs” shall mean programs as defined and adopted by the Board which may, but need not be limited to pooled risk programs, group purchase of insurance or reinsurance, or participation in other public entity pooling programs.
4. “Coverage Program Documents” shall mean the Master Program Document defining the policies and procedures of the program and the Memorandum of Coverage defining the coverage provided by the program.
5. “Contributions” shall mean payments by Members to the Authority, for other than interest, penalties paid, or reimbursements for payments made on behalf of the Member, for which the Authority is not liable.
6. “Governing Documents” shall be those documents described in Article VII, Governing Documents.
7. “Member” or collectively “Members” shall mean a Party who is participating in a particular Coverage Program.
8. “Party” shall mean a signatory to this Agreement.
9. “Officer” shall mean an officer of the Authority as defined in Article XIII.

ARTICLE IV - PARTIES TO THIS AGREEMENT

Each Party to this Agreement certifies that it intends to, and does, contract with all other Parties who are signatories to this Agreement, and any signatories that may sign this Agreement in the future, pursuant to Article XVI. The withdrawal of any Party to this Agreement shall not affect this Agreement as respects the remaining Parties and those remaining Parties’ intent to be bound by this Agreement.

ARTICLE V - TERM OF AGREEMENT

As authorized by Government Code Section 6510, this Agreement which was originally effective May 1, 1987 shall stay in full force, as amended from time to time, until terminated in accordance with Article XX.
ARTICLE VI - POWERS OF THE AUTHORITY

The powers of the Authority shall be the powers enjoyed by the County of Nevada or, if the County of Nevada is no longer a Party to this Agreement then, the County of Siskiyou, and is authorized to do all acts necessary to fulfill the purposes of this Agreement including, but not limited to, the following:

1. Make and enter into contracts;
2. Incur debts, liabilities and obligations, but no debt, liability or obligation of the Authority is the debt, liability or obligation of any Party except as otherwise provided;
3. Acquire, hold or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services and other forms of assistance from any source;
5. Assess Parties as deemed appropriate by the Board;
6. Sue and be sued in its own name;
7. Acquire, construct, manage and maintain buildings; and
8. Lease real or personal property including property of a Party, and receive, collect, invest and disburse monies.

These powers shall be executed in a manner provided by appropriate law and as set forth in this Agreement.

ARTICLE VII - GOVERNING DOCUMENTS

The attached amended Bylaws shall be deemed adopted upon the effective date of this Agreement. Thereafter, the Board of Directors may amend the Bylaws consistent with this Agreement and applicable law to govern the operations of the Authority. The Board of Directors may adopt Coverage Program Documents, consistent with this Agreement and the Bylaws. These Coverage Program Documents define the Coverage Programs, the Members’ rights and duties, the Authority’s rights and duties, and the operations of the programs. The Board may also adopt policies and procedures, consistent with this Agreement, the Bylaws, or Coverage Program Documents, to assist in the governance of the Authority’s operations and activities. The Agreement, the Bylaws, Coverage Program Documents and policies and procedures adopted by the Board shall constitute the Governing Documents of the Authority.

Unless otherwise stated, a Governing Document may be amended by a majority of the Board of Directors at a duly noticed regular or special Board meeting.

ARTICLE VIII - RESPONSIBILITIES OF THE PARTIES

The Parties to this Agreement shall have the following responsibilities:

1. To abide by the terms of this Agreement and other Governing Documents;
2. To cooperate fully with the Authority in the settlement of claims;
3. To pay Contributions, assessments, or other charges promptly to the Authority when due; and
4. To appoint a Director and one or more Alternates to the Board of Directors and to reappoint those positions upon the departure of anyone from those positions.
ARTICLE IX - POWERS RESERVED UNTO THE PARTIES

The Parties reserve unto themselves the following powers:

1. To amend this Agreement;
2. Appoint the Representatives and Alternates to the Board of Directors; and
3. To terminate the Authority in accordance with Article XX.

ARTICLE X - BOARD OF DIRECTORS

There shall be a Board of Directors to govern the affairs of the Authority. The Board of Directors shall have all the powers of the Authority except those specifically reserved to the Parties. The Board of Directors shall have the authority to create committees as deemed necessary for the operations of the Authority. The Board has the power to delegate any and all of its powers, not specifically reserved exclusively to the Board, to a committee or an Officer of the Authority.

The Board of Directors shall consist of one Director and one or more Alternates for each Party to this Agreement as provided for in the Bylaws.

ARTICLE XI - DUTIES OF THE BOARD NOT DELEGABLE

The Board may not delegate to any committee, office or person the authority to:

1. Adopt, amend or alter the Bylaws;
2. Adopt the Authority’s Annual Budget;
3. Create a Coverage Program;
4. Accept a Party to this Agreement; or
5. Expel a Party to this Agreement.

ARTICLE XII - BOARD MEETINGS AND RECORDS

The Board of Directors shall hold at least one meeting each fiscal year. Regular and special meetings may be called in accordance with the Bylaws of this Authority and applicable laws. All meetings shall be open to the public except as permitted by Government Code Section 54950 et seq. The Secretary shall keep full and complete minutes of all Board meetings.
ARTICLE XIII - OFFICERS OF THE AUTHORITY

The Board shall elect one of its members as Chairperson and one as Vice Chairperson. The Board shall appoint a Secretary. The duties of the Chairperson, Vice Chairperson and Secretary shall be defined in the Bylaws.

In lieu of the designation of a treasurer and auditor as per Government Code Section 6505.6, the Board shall elect a Treasurer, who shall have, among other duties defined in the Bylaws, the duties of the treasurer and auditor as described in Government Code Section 6505.5.

The Board may appoint other officers of the Authority as described in the Bylaws.

ARTICLE XIV - ANNUAL BUDGET

Pursuant to Government Code Section 6508, the Board shall approve a budget for any given fiscal year prior to the inception of that year.

ARTICLE XV - ADMINISTRATION OF FUNDS

The Authority shall be responsible for the strict accountability of all funds and reports of all receipts and disbursements in conformity with Government Code Section 6505. All funds of the Authority may be held in common although there shall be a separate accounting for funds of each Coverage Program.

ARTICLE XVI - NEW PARTIES

Prospective Parties may apply to the Board of Directors at any time. The Board shall have the power to accept a prospective Party, after reviewing their application. The membership shall become effective upon the Board’s approval and the signing of this Agreement, participation in all mandatory Coverage Programs, and compliance with any and all other requirements imposed upon membership by the Bylaws or other Governing Documents.

ARTICLE XVII - WITHDRAWAL

A Party to this Agreement may not withdraw as a party to this Agreement prior to being a Party for at least three full fiscal years. A Party, who has been a Party for at least three full fiscal years, may withdraw from this Agreement only on the completion of a fiscal year. The Party must provide the Chairperson written notice of intent to withdraw at least six-months prior to withdrawal. The Party may rescind its notice of intent to withdraw at any time prior to ninety-days prior to the commencement of the next fiscal year. The Board may authorize rescission of the intent to withdraw upon a Party’s request pursuant to the Bylaws at any time.
ARTICLE XVIII - EXPULSION

The Board may expel a Party to this Agreement as a Party as provided for in the Bylaws. The expelled Party shall be given written notice of such action of the Board at least ninety-days prior to the effective date of the expulsion.

ARTICLE XIX - EFFECT OF EXPULSION OR WITHDRAWAL

Pursuant to Government Code Section 6512.2, termination of any Party to this Agreement as a Party shall not be construed to be completion of the purpose of the Agreement and shall not require the return of any Contributions, payments or advances made by the Party until the Agreement is rescinded or terminated by all Parties in accordance with Article XX.

Termination of a Party to this Agreement as a Party shall not terminate its continuing responsibilities defined in any Governing Document or Coverage Program Document for the period of time in which the Party participated, including, but not limited to:

1. Cooperate fully with the Authority in the investigation and settlement of a claim;
2. Pay any Contributions, retentions or deductibles, assessments or other charges which are due and payable; and
3. Provide any statistical or loss experience data and other information as may be necessary for the Authority to carry out the purpose of this Agreement.

ARTICLE XX - TERMINATION AND DISTRIBUTION

This Agreement may be terminated at any time with written consent of three-fourths of the Parties; provided, however, that this Agreement and the Authority shall exist for the purpose of disposing of all claims, distribution of assets and any other functions necessary to wind up the affairs of the Authority. The Board shall be vested with all the powers of the Authority for the purposes of winding down and dissolving the business affairs of the Authority, including the power to assess past and present Parties in accordance with Coverage Program Documents.

In accordance with Government Code Section 6512, all assets of the Authority shall be distributed among those who were Parties within ten years of termination, in proportion to the Parties’ Contributions. The Board shall determine when claims and liabilities are sufficiently realized as to not jeopardize the payment of any claim or liability that may arise in the future.

ARTICLE XXI - LIABILITY AND INDEMNIFICATION

Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any Party, except to the extent and in the proportions, imposed by the Bylaws or other Governing Documents. Each Party is independent of every other Party and of the Authority and not the agent of any Party or of the Authority. In contemplation of the provisions of Section 895.2 of the California Government Code, imposing certain tort liability jointly
upon public entities, solely by reason of a joint powers agreement as defined in Section 895 of that code, each Party, as between each other, pursuant to the authorization contained in Section 895.4 and 895.6 of that code, does hereby assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of the California Government Code. To achieve the above-stated purpose, each Party shall indemnify and hold harmless each other Party for any loss, costs, or expense that may be imposed upon such other Party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part of this Agreement as if set forth fully in this Agreement.

The members of the Board of Directors and the Officers and employees of the Authority shall act in good faith and in the best interests of the Authority in the performance of their duties. The members of the Board of Directors and Officers and employees shall be liable for an act or omission within the scope of their employment with the Authority as a public entity only in the event that they act or fail to act because of actual fraud, corruption, or malice. No member shall be liable for any actions taken or omissions by another member of the Board. Funds of the Authority shall be used to defend and indemnify members of the Board, Officers, and employees for any act or omission pursuant to the provisions of the Government Code Section 910 to 996.6, inclusive. The Authority may purchase insurance covering acts or omissions of the Board of Directors, Officers, and employees.

**ARTICLE XXII - NOTICES**

Notices to any or all Parties shall be sufficient if mailed to their respective addresses on file with the Authority. Notice to the Authority shall be sufficient if mailed to the official address of the Authority as established by Resolution. Notices of meetings may be given by electronic mail to the respective electronic mail addresses on file with the Authority, which notice shall be deemed sufficient notice.

**ARTICLE XXIII - PROHIBITION AGAINST ASSIGNMENT**

No Party may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee, or third party beneficiary of the Party shall have any right, claim or title to any part, share, interest, fund, premium, or asset of the Authority.

**ARTICLE XXIV - ARBITRATION**

Any controversy between the Parties hereto arising out of this Agreement shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

**ARTICLE XXV - AMENDMENTS**

This Agreement may be amended at any time by approval of two-thirds of the Parties.
ARTICLE XXVI - AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the Parties. There are no oral
understandings or agreements not set forth in writing herein.

In Witness Whereof, the undersigned Party hereto has executed this Agreement on the date indicated
below:

Date: ___________________________        By: ___________________________
Printed Name of Authorized Signor

____________________________________
Signature of Authorized Signor

____________________________________
Title of Authorized Signor

____________________________________
Name of Agency
CALIFORNIA TRANSIT SYSTEMS

JOINT POWERS AUTHORITY

BYLAWS

Effective – 2019
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BYLAWS

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BYLAWS

For the regulation of the California Transit Systems Joint Powers Authority, except as otherwise provided by statute or the Joint Powers Agreement creating the California Transit Systems Joint Powers Authority, also known as the California Transit Indemnity Pool (“CalTIP”).

ARTICLE I - DEFINITIONS

The terms in these Bylaws have the same definitions as those given in the Joint Powers Agreement Creating the California Transit Systems Joint Powers Authority, unless otherwise specified herein.

A. “Master Program Document” is a document issued by the Authority specifying the rights and obligations of the Authority and the Members in the Coverage Program as well as the procedures and operations of the program.

B. "Memorandum of Coverage" is the document issued by the Authority to the Members in a Coverage Program, specifying the type, term, and amount of coverage provided by the Authority.

ARTICLE II - OFFICES

The principal executive office for the transaction of business of the Authority is hereby fixed and located at the address shown in Appendix A. Notwithstanding Article XVI, the Board shall have the authority to change the location of the principal executive office from time to time by a simple majority vote of the Board of Directors present at a duly authorized meeting and with 30 days’ prior notice of such change. A revised Appendix A will be distributed to all then current Parties to the Agreement. Other business offices may at any time be established by the Board at any place or places.

ARTICLE III - BOARD OF DIRECTORS

A. GOVERNING BOARD

In accordance with Article X of the Agreement, the Board of Directors shall be the governing body of the Authority. Each Party’s governing board shall appoint, by resolution, an officer or employee of the Party to be the Director and one or more officers or employees of the Party to act as Alternate on the Board of Directors of the Authority. Such appointment shall not take effect until such resolution is received by the Authority at its executive office as defined in Article II above, and the appointees have complied with the Authority’s Conflict of Interest Policy. Voting members of the Board of Directors shall be the Directors, or in the case of their absence, an Alternate. Alternates shall have all the same rights to hold office or sit on committees as a Director. No more than one alternate may exercise a Party’s voting rights at a meeting.

The Board of Directors shall provide policy direction to the committees, the Officers, and any employees or contracted service providers of the Authority. The Board may delegate any and all powers except those specifically reserved onto the Board or specifically requiring a vote by the Board of Directors. The Board cannot delegate the following powers:

1. By a three-fourths vote of the Directors present and voting:
   a. Expel an existing member from the Authority.
2. By a two-thirds vote of the Directors present and voting:
   a. Accept a new Party to this Agreement.

3. By a majority vote of the Directors present and voting:
   a. Amend these Bylaws pursuant to Article XVI of these Bylaws;
   b. Create or terminate any self-insurance, group purchase insurance program, or Coverage program;
   c. Remove an officer of the Authority or committee member;
   d. Adopt an operating budget for each of the Authority's fiscal years;
   e. Authorize a payment of a dividend, or charge an assessment under a retrospective adjustment;
   f. Change the location of the principal executive office; or
   g. Authorize a cash assessment.

B. MEETINGS

All regular and special meetings of the Board of Directors shall be conducted in accordance with the Ralph M. Brown Act (Government Code Section 54950) as it now exists or may be amended from time to time. The Secretary shall cause notice to be given of all meetings and cause minutes to be prepared and distributed to the Board of Directors. The Board of Directors cannot conduct business unless a quorum is present at the meeting. A quorum consists of a majority of the Directors, or in the absence of a Director, the Alternate, that have complied with the requirements of Article III, A, and vacancies shall not be counted in determining a quorum. An official set of minutes of all Board meetings shall be kept at the principal executive offices of the Authority as defined in Article II.

All matters duly noticed and within the purview of the Board of Directors may be decided by a simple majority of those Directors voting at a regular or special meeting, unless the Governing Documents prescribe otherwise. Where the matter before the Board affects a particular Coverage Program, other than the financing of the Program, only those Directors representing Parties participating in the Coverage Program may vote; provided, however, that in the absence of a quorum of Coverage Program participant representatives the vote shall be by the Board of Directors.

The Board shall have at least one regular meeting a fiscal year. The date and time of such meeting and all other regular meetings of the Board for the next fiscal year shall be established by resolution of the Board adopted at the last regular Board meeting of the then current fiscal year.

Pursuant to Government Code Section 54956, a special meeting of the Board of Directors may be called by the Oversight Committee or by the Chairperson, with 24 hours’ notice, stating the time and place of such meeting and the matter to be discussed. Such notice may be delivered personally, by way of electronic transmission (other than voice communication) or by mail. Notice by mail must be received at least 24 hours prior to the meeting.

All meetings may be postponed or cancelled by the Chairperson with at least 24 hours’ prior notice.

ARTICLE IV - ELECTION AND DUTIES OF THE OFFICERS

A. ELECTION OF THE OFFICERS

The Officers of the Board of Directors shall be the Chairperson, Vice Chairperson, Treasurer, and
Secretary. The Officers shall be elected in the following manner:

1. Each Director may place any member of the Oversight Committee in nomination for the offices of Chairperson and Vice Chairperson. Each Director may place any member of the Board in nomination for the office of Treasurer.
2. Each Director shall cast one vote for the candidate of his or her choice for each office.
3. The terms of office of the Chairperson, the Vice Chairperson, and Treasurer shall be two years, commencing during the even numbered years. The Officers will begin serving terms upon the beginning of the fiscal year immediately following the election. The terms as Officers will end on the last day of a fiscal year. No officer may serve more than three consecutive terms in the same office. An exception may be made for the Treasurer’s office if there are no other qualified Directors to serve.
4. Elections will be held whenever there is an Officer vacancy to fill the unexpired term.
5. The Office of the Secretary of the Board of Directors shall be the General Manager unless a separate Secretary of the Board of Directors is appointed by the Board of Directors.
6. The Office of Secretary has no set term but continues until there is a new General Manager or the Board appoints another as Secretary.

B. DUTIES OF THE OFFICERS

The duties of the Chairperson shall be to preside at all meetings of the Board and to perform such other duties as the Board may specify. Upon the death, incapacity, or vacancy in the office of the Chairperson, the Vice Chairperson shall succeed to such office automatically, subject to ratification by the Board at its next meeting, at which time the Board shall also elect a new Vice Chairperson.

The duties of the Vice Chairperson shall be to act as the Chairperson in the absence of the Chairperson and to perform such other duties as the Board may specify.

The duties of the Treasurer shall be those specified in the Agreement, duties imposed on the Treasurer and Controller/Auditor as defined in Section 6505.5 and 6506 of the California Government Code and other duties as required by law or as specified by the Board. The Authority, at its own expense, shall maintain a bond covering the Treasurer and any other person having contact with funds of the Authority in an amount not less than $250,000.

The duties of the Secretary shall be to cause minutes to be kept and to perform such other duties as the Board may specify.

ARTICLE V - OVERSIGHT COMMITTEE

There shall be an Oversight Committee consisting of not less than seven nor more than nine members from the Board of Directors. The Board of Directors shall elect each member to a term of two-years concurrent with the fiscal year of the Authority, and commencing during the even numbered years. The Board of Directors shall determine the number of members to serve for the following two years at the time of each election. The elected members will begin serving terms upon the beginning of the fiscal year immediately following the election. The terms as elected members will end on the last day of a fiscal year. There is no maximum number of terms a member can serve. A vacancy shall be filled by an election by the Board of Directors at its next meeting.

The Board Chairperson shall be the Chair of the Oversight Committee. The Board Vice Chairperson shall be the Vice Chair of the Oversight Committee.
The Oversight Committee shall have the full authority of the Board of Directors except that authority for which the Board is precluded from delegating. The Oversight Committee shall review disputes between a Party and the Authority, and make a determination of appropriate action, regarding coverage or the administration of the Authority, enter into contracts where such authority has not been delegated to another, contract for a financial audit and for general legal services. The Oversight Committee shall monitor the performance and the operations of the Authority and Board policy and make recommendations of change where the Committee deems appropriate.

A majority of the members of the Oversight Committee shall constitute a quorum. An action by the Oversight Committee shall require a majority vote of those in attendance. Vacancies shall not be counted in determining a quorum.

ARTICLE VI - ADDITIONAL COMMITTEES

In addition to the Oversight Committee, there shall be a Member Services Committee and a Finance and Administration Committee.

A. MEMBER SERVICES COMMITTEE

The Member Services Committee shall consist of not less than five nor more than nine members of the Board of Directors, at the discretion of the Oversight Committee. The members are to be elected by the Oversight Committee. The terms of office shall be two years, with half the elected positions incepting on fiscal years starting on even numbered years and half the elected positions incepting on fiscal years starting on odd numbered years, if there are an even number of committee members. If the committee has an odd number of members, then the majority of the terms (half plus one) will incept on even years and the remaining members’ terms incept on odd years. There is no maximum number of terms a member can serve. A vacancy shall be filled by an election by the Oversight Committee.

The Chairperson of the Member Services Committee shall serve a one-year term concurrent with the fiscal year of the Authority. Upon the completion of the term of the Committee Chair, the Committee Vice Chairperson shall become the Committee Chair. The Member Services Committee shall elect a new Vice Chairperson at its first meeting of the fiscal year of the Authority in which the Committee Vice Chairperson will be serving. In the absence of the Committee Chairperson, the Committee Vice Chairperson shall assume the role of Chairperson. If the Committee Chairperson has resigned or becomes incapacitated, the Committee Vice Chairperson shall assume the position as Chairperson and the Committee shall elect a new Vice Chairperson.

The Member Services Committee shall review applications for membership and make recommendations to the Board of Directors, underwrite Members of a Coverage Program, review claims made against a Coverage Program and take action as needed, including providing settlement authority, and implement safety and loss control strategies.

A majority of the members of the Member Services Committee shall constitute a quorum. An action by the Member Services Committee shall require a majority vote of those in attendance. Vacancies shall not be counted in determining a quorum.
B. FINANCE AND ADMINISTRATION COMMITTEE

The Finance and Administration Committee shall consist of not less than five nor more than nine members of the Board of Directors, at the discretion of the Oversight Committee. All but one of the members is to be elected by the Oversight Committee, and the remaining member being the Treasurer, who shall have all the same rights as the other members. The terms of office shall be two years, with half the elected positions incepting on fiscal years starting on even numbered years and half the elected positions incepting on fiscal years starting on odd numbered years, if there are an even number of committee members. If the committee has an odd number of members, then the majority of the terms (half plus one) will incept on even years and the remaining members’ terms incept on odd years. There is no maximum number of terms a member can serve. A vacancy shall be filled by an election by the Oversight Committee.

The Chairperson of the Finance and Administration Committee shall serve a one-year term concurrent with the fiscal year of the Authority. Upon the completion of the term of the Committee Chair, the Committee Vice Chairperson shall become the Committee Chair. The Finance and Administration Committee shall elect a new Committee Vice Chairperson at its first meeting of the fiscal year of the Authority in which the Committee Vice Chairperson shall be serving. In the absence of the Committee Chairperson, the Committee Vice Chairperson shall assume the role of Chairperson. If the Committee Chairperson has resigned or becomes incapacitated, the Committee Vice Chairperson shall assume the position as Chairperson and the Committee shall elect a new Vice Chairperson.

The Finance and Administration Committee shall review current financial conditions of the Authority and provide direction in the development of the budget for the coming fiscal year, review the allocation of revenues in the budget and make recommendations for change to the Board of Directors, and recommend to the Board the appropriate reserves for contingencies.

A majority of the members of the Finance and Administration Committee shall constitute a quorum. An action by the Finance and Administration Committee shall require a majority vote of those in attendance. Vacancies shall not be counted in determining a quorum.

C. OTHER COMMITTEES

The Board of Directors may establish additional standing or ad hoc committees and delegate authority to such committees to accomplish certain tasks. Members of a committee shall remain members of that committee until such time as the Board appoints new members to the committee, the committee is dissolved by the Board, or the purpose has been completed and there are no more responsibilities assigned to the committee.

A quorum of a committee created under this section shall be a majority of the members of the committee, without counting any vacant positions. All actions by such committee shall require a majority vote of those in attendance, unless otherwise specifically stated.

Each committee shall appoint a chairperson who shall call the meetings.

ARTICLE VII – FISCAL YEAR

The fiscal year shall commence on May 1 of each year and conclude on April 30 of the following year. Revenue and expenses shall be recorded on a full accrual basis.
ARTICLE VIII - BUDGET

A budget shall be adopted prior to the inception of the fiscal year. The Budget shall separately show the following:

1. General and administrative costs;
2. Contributions, projected interest income and other income; and
3. The actuarially estimated claims and allocated claims adjustment costs.

ARTICLE IX - RECEIPT AND DISBURSEMENT OF FUNDS

Payments to the Authority shall be received at its principal executive office. The Treasurer or other designee shall safeguard and invest funds in accordance with the Authority's current Investment Policy.

All disbursements (via check or electronic funds transfer) issuing funds of the Authority (for other than the payment of claims) shall require the signatures or approvals of the Treasurer and Chairperson, Vice Chairperson, or other Director or designee as approved by the Board. A register of all checks or electronic funds transfers issued since the last Board meeting shall be provided at each Board meeting and approved by the Board.

ARTICLE X – RESPONSIBILITIES OF THE PARTY

The Authority is a participatory organization with the goal of reducing exposures to losses. To facilitate this goal, each Party agrees to perform the following functions in discharging its responsibilities:

1. Abide by all the rules and obligations imposed upon the Party by the Agreement, these Bylaws, any administrative policies and procedures adopted, any Master Program Documents and Memoranda of Coverage for any and all Coverage Programs to which the Member participates;
2. Appoint a Director and at least one Alternate to the Board;
3. Participate in the Liability Coverage Program;
4. Remit Contributions and other amounts due within 30 days of the date of invoice;
5. Cooperate fully with the Authority in reporting, and in determining the cause of claims and in the settlement of such claims; and
6. Upon withdrawal from the Authority, the Party shall remain responsible for any losses and any other costs which it has incurred while a Member of a Coverage Program and a Party to the Agreement.

ARTICLE XI - COVERAGE PROGRAMS

All Parties to the Agreement shall participate in the Liability Coverage Program. Participation in any other Coverage Program is at the discretion of the Party.

Each Coverage Program shall have a Master Program Document that describes the rights and duties of the Authority, the Member, and the process by which the Coverage Program will be administered.
ARTICLE XII - PENALTY FOR MONEY IN ARREARS

The penalty for Contributions not paid to the Authority within 30 days of the date of the invoice shall be the prime interest rate plus two points on the amount of Contributions owed. The prime rate used for penalty calculation will be the prime rate in effect 30 days after the invoice date at the commercial bank which holds funds of the Authority. This penalty is subject to a minimum amount established by resolution of the Board of Directors.

On appeal to the Oversight Committee, the Committee may waive the late payment penalty if the Party shows a hardship and presents a plan for repayment, if not already paid. Alternatively, or in addition, the Oversight Committee may prescribe or approve a payment plan for the Party other than those outlined in the Governing Documents of the Authority.

ARTICLE XIII - RIGHT OF OFFSET

The Authority may offset any moneys owed to a Party, with amounts owed by the Party to the Authority whether the amounts owed by the Party are Contributions or any other amounts owed.

ARTICLE XIV - NEW PARTIES TO THE AGREEMENT

A qualified public entity requesting to be a Party to the Authority shall complete an application form and provide other information and documentation requested by the Authority, including that required by any Coverage Program in which the prospective Party would like to participate.

Each prospective Party will submit a non-refundable application fee, as determined by the Board, to defray processing costs along with its completed application form. The prospective Party shall be presented in summary to the Board of Directors for a vote in accordance with the Agreement.

ARTICLE XV - HIERARCHY OF GOVERNING DOCUMENTS

The Agreement forming the Authority shall be superior to these Bylaws and any provisions in these Bylaws that are contradictory or in conflict with any provisions in the Agreement shall be interpreted to be consistent with the Agreement or be voided to the extent it conflicts or is contradictory. The Board shall adopt Master Program Documents, and policies or procedures. However, such other documents shall be consistent with the Agreement and these Bylaws, and to the extent they are not consistent, those documents will be superseded by the Agreement and Bylaws.

ARTICLE XVI - AMENDMENTS

These Bylaws may be amended by a majority vote of the Directors present and voting, provided that any amendment is compatible with the purposes of the Authority, is not in conflict with the Agreement, and has been submitted to the Board at least 30 days in advance. Any such amendment shall be effective immediately, unless otherwise designated.
APPENDIX A - PRINCIPAL EXECUTIVE OFFICE

The principal executive office for the transaction of business of the Authority is hereby fixed and located at:

1750 Creekside Oaks Drive, Suite 200

Sacramento, CA 95833
MEMORANDUM

Date: June 10, 2019

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Adopt Resolution of Intention to Terminate the Contract Between the Board of Administration California Public Employees’ Retirement System and the Board of Directors of the Tahoe Transportation District

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**Action Requested:**
It is requested the Board adopt the Resolution of Intention to Terminate the Contract between the Board of Administration California Public Employees’ Retirement System (CalPERS) and the Board of Directors of TTD.

**Fiscal Analysis:**
There is no fiscal impact. The District does not owe any monies to CalPERS.

**Work Program Analysis:**
Other than the work to process the action and follow up with CalPERS, there is nothing outside of the normal administrative matters captured in staff time under the work program.

**Background:**
Staff was recently notified by CalPERS of an open inactive retirement contract (Attachment B). The contract was executed May 1986. Apparently, this action was secured when TTD was first administered by the City of South Lake Tahoe, however, the use of CalPERS was never affected. CalPERS has made a request to terminate the agreement as part of an administrative clean-up process.

**Discussion:**
CalPERS is requesting the District to terminate the contract. To initiate the termination process, a resolution of intention (Attachment A) is required. After ninety days, a second resolution terminating the contract will be brought to the Board for adoption.

**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. Contract
May 3, 2019

Ms. Judi Allen
Executive Assistant/Clerk to the Board
Tahoe Transportation District
P.O. Box 499
Zephyr Cove, NV 89448

Dear Ms. Allen,

This is in response to your recent inquiry about termination of your agency’s contract with the System.

Please review the enclosed Contract Termination Guidelines, form (CON-34), carefully. This is information about the termination process, the financial obligations of the agency and the potential impact of a contract termination on the agency employees’ retirement benefits.

The enclosed Resolution of Intention is for adoption by the governing body declaring your agency’s intent to terminate the contract. To initiate the termination process, return an original or certified copy to this office. The contract termination may not be effective earlier than one year following adoption of the Resolution of Intention. CalPERS will furnish the documents necessary to effect termination at the end of the ninety day period.

CalPERS is committed to assisting our members and employers in all matters related to their retirement within the scope of the statutory authority available to us. Should you have any questions or concerns, please visit our website www.calpers.ca.gov, or you may contact us toll free at 888 CalPERS (888-225-7737).

Sincerely,

Danielle Brooks
Employer Representative
Retirement and Social Security Contracts Unit

Enclosures
RESOLUTION OF INTENTION
TO TERMINATE THE CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF DIRECTORS
TAHOE TRANSPORTATION DISTRICT

WHEREAS, the Board of Directors of the Tahoe Transportation District entered into a contract with the Board of Administration, Public Employees' Retirement System pursuant to Government Code Section 20460, effective May 1, 1986, for participation of said agency in the Retirement System; and

WHEREAS, Section 20570 provides that the governing body may terminate the contract between the Board of Administration of the Public Employees' Retirement System and the governing body of the contracting agency by the adoption of a resolution giving notice of intention to terminate, and, not less than 90 days later, the adoption by affirmative vote of two-thirds of the members of the governing body of a resolution terminating the contract;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Tahoe Transportation District hereby finds that it is in the best interests of the agency to terminate the contract entered into with the Board of Administration, Public Employees' Retirement System; and

BE IT FURTHER RESOLVED, that the governing body of the above agency does hereby give notice to the Board of Administration, Public Employees' Retirement System, pursuant to Section 20570, of the intention to terminate said contract.

By: ________________________________
   Presiding Officer

______________________________
Title

Date adopted and approved
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
CONTRACT TERMINATION GUIDELINES

California Government Code Sections 20570 through 20583 pertain to the termination of a Public Agency's contract with CalPERS. The following information is provided for careful consideration as to the potential impact on the employees and the financial obligation of the agency.

AGENCY INFORMATION

A contracting agency may terminate the contract with CalPERS if the contract has been in effect at least five years. A resolution giving notice of intention to terminate must be adopted by affirmative vote of two-thirds of the members of the governing body. The termination may be effective not less than one year following the adoption of the resolution of intention by adoption of a final resolution or ordinance terminating the contract. If the original contract was approved by an ordinance adopted by a majority vote of the electorate, a majority vote of the electorate is also required for termination. The contract termination mandatorily applies to all groups covered in the contract.

Upon receipt of the Resolution of Intention to terminate, the agency will be requested to review the data on active and inactive members, retirees, beneficiaries of members (name, social security number, birth date, sex, service credit, current salary) and to list any recent hires, retirements, deaths, or separations. CalPERS will perform a preliminary valuation based on all current members leaving their contributions on deposit. The final valuation will be based on data validated by the agency and performed three to six months after the effective date of the contract termination. The terminating agency is responsible for sufficient funding to continue paying the retirement and death benefits being paid. Retirees and beneficiaries receiving CalPERS benefits monthly must remain with the System. Based on the actuarial valuation, sufficient funding for future benefits payable to members or beneficiaries of members electing to have their funds remain on deposit with the System, is also the responsibility of the agency.

A comparison is made of funds needed to pay the member benefits and the agency's funds on deposit. Any excess funds as of the termination effective date are refunded to the agency. In the event of a shortage of funds, the agency is required to pay the deficit upon contract termination. Failure to fund the deficit may result in proportionately reduced benefits for all members and/or a lien being placed on the assets of the terminating agency.

If an agency is currently participating in CalPERS health benefits program, eligibility for participation under the Public Employees' Medical & Hospital Care Act terminates when an agency terminates their CalPERS contract. A contracting agency can elect to continue participation in the CalPERS health benefits program as a "special district". To be eligible for continued participation the agency must continue to meet the definition of a public agency and must file a new resolution adopted by the agency's governing body.

An agency that terminates their contract may again contract with CalPERS. The contract, however, may not be effective earlier than three years after the termination effective date.

PERS-CON-34 (rev. 3/1/2106 rc)
MEMBER INFORMATION

Withdrawal of Contributions

Members not employed by a CalPERS employer may elect to withdraw their member contributions (including interest) or leave them on deposit with the System, regardless of the amount of service credit.

Members electing to withdraw their contributions will not be entitled to any future benefits based on their employment with the terminated agency. They may not redeposit the contributions for service credit regardless of any future employment with a CalPERS agency, unless the terminated agency again contracts with CalPERS.

Contributions on Deposit

Members who leave their funds on deposit and meet the requirements that apply to other members, may retire for service or disability. The disability must occur prior to contract termination and the application must be received by the System within four months of the contract termination effective date. The minimum service requirement does not apply.

Benefits are frozen and calculations are based on the benefit level in effect on the date of contract termination. However, the agency may enter into an agreement to ensure the final compensation used in the calculation of benefits is based on a higher payrate if the member later works for another CalPERS employer or reciprocal system.

The annual cost of living increase factor is frozen at the percentage applicable on the date of contract termination. Retirees will not be entitled to any one-time allowance increases provided by legislation affecting public agencies, or legislation allowing such increases as optional benefits for public agencies.

Credit for unused sick leave (if offered by the terminating agency) will only be used in calculating the retirement allowance if the retirement becomes effective no later than four months after the contract termination date.

The beneficiary of a member who leaves funds on deposit and dies after the contract termination effective date, and prior to retirement, will not be entitled to elect a monthly allowance, but will receive a refund of the contributions and interest on deposit.

The 1957 Survivor Benefit is not payable unless the member is employed by a CalPERS agency at the time of death.

Unless the member is employed by a CalPERS agency that provides this benefit at the time of death, the 1959 Survivor Benefit is not payable.

PERS-CON-34 (rev. 3/1/2106 rc)
CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
BOARD OF DIRECTORS
OF THE
TAHOE TRANSPORTATION DISTRICT

In consideration of the covenants and agreement hereafter contained and on the part of both parties to be kept and performed, the governing body of above public agency, hereafter referred to as "Public Agency", and the Board of Administration, Public Employees' Retirement System, hereafter referred to as "Board", hereby agree as follows:

1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 60 for local miscellaneous members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after May 3, 1986 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:

   a. Employees other than local safety members (herein referred to as local miscellaneous members).

4. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

   a. SAFETY EMPLOYEES; AND
   b. ELECTED OFFICIALS.

5. The fraction of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member shall be determined in accordance with Section 21251.13 of said Retirement Law (2% at age 60 Full).
6. The following additional provisions of the Public Employees' Retirement Law, which apply only upon election of a contracting agency, shall apply to the Public Agency and its employees:

   a. Section 20835.1 (Limits Prior Service Credit to Members Employed on Contract Date).

   b. Sections 21380 – 21387 (1959 Survivor Program) including Section 21382.2 (Increased 1959 Survivor Benefits).

7. Public Agency, in accordance with Government Code Section 20759, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20759, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20759.

8. Public Agency shall contribute to said Retirement System as follows:

   a. With respect to local miscellaneous members, the agency shall contribute the following percentages of salaries earned as members of said Retirement System:

      (1) 0.418 percent until June 30, 2016 on account of the liability for prior service benefits. (Subject to annual change.)

      (2) 6.00% percent until June 30, 2011 on account of the liability for current service benefits. (Subject to annual change.)

      (3) 0.400 percent on account of the liability for the 1959 Survivor Program.

   b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.

   c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

9. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
10. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within thirty days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY Kenneth J. Thompson

for
SIDNEY C. McCaUSLAND,
EXECUTIVE OFFICER

BOARD OF DIRECTORS
OF THE
TAHOE TRANSPORTATION DISTRICT

BY Presiding Officer

5/18/86
Witness Date

Approved as to form:

Seth S. Stone 5/18/86
Legal Office, Date

Attest:

Julie P. Rundell 5/18/86
Clerk Date

PERS-CON-702 (NEW AGENCY)
(Rev. 12/85)
MEMORANDUM

Date: June 10, 2019

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Authorize Issuance of a Request for Interest for Microtransit Services in South Lake Tahoe

**Action Requested:**
Staff requests the Board authorize the issuance of a Request for Interest (RFI) for Microtransit Services for the South Lake Tahoe area.

**Fiscal Impact:**
All expenditures for this item are included within the scope and budget of TTD’s annual work program.

**Work Program Impact:**
All work associated with this effort is captured under respective elements of the existing Work Program and corresponding allotted staff time necessary for administration of the budget and operations.

**Background:**
With the many challenges facing public transit providers, transportation planners are looking for new ways to provide mobility without the existing cost structure. Some public transportation agencies are experimenting with on-demand, shared, and dynamic models to augment traditional fixed-route bus services. These services—referred to as microtransit—are enabled by technology similar to the mobile smartphone applications pioneered by privately operated transportation network companies (TNCs). As interest in this technology grows, it is critical for TTD and our partners in the community to understand the benefits and challenges of incorporating components of these innovations into publicly funded services.

Staff is seeking authorization to release a RFI to determine if any microtransit providers would be interested in providing transit services in specific areas,

FTA defines Microtransit as “IT-enabled private multi-passenger transportation services, such as Bridj, Chariot, Split, and Via, that serve passengers using dynamically generated routes, and may expect passengers to make their way to and from common pick-up or drop-off points. Vehicles can range from large SUVs to vans to shuttle buses. Because they provide transit-like service but on a smaller, more flexible scale, these new services have been referred to as microtransit.”
what level of subsidy that would require, and if the microtransit providers are willing and/or able to comply with the regulatory and reporting requirements necessitated by the use of federal funds.

**Discussion:**
Last month, Staff brought this item before the Board and received comments from the League to Save Lake Tahoe (League) and the Tahoe Regional Planning Agency (TRPA). The League’s comment letter summarized the summer of 2018 pilot with the now-defunct Chariot microtransit provider. The Chariot pilot demonstrated some of the challenges of setting up a microtransit service supported by private industry. This RFI could help answer if government funding sources would be beneficial to the success of these types of services.

Comments from TRPA focused on the limited scope of this RFI. TTD does not have the ability to partner with microtransit providers without using federal or state fund sources. Complete transparency about restrictions and regulations surrounding these funding sources is critical to building trust with the private sector. Microtransit providers should have access to any information that could adversely affect their business model. A clear understanding of the regulatory environment created through a public-private partnership will increase the chances of a successful program.

**Lake Tahoe’s Challenge:**
Lake Tahoe’s pristine Alpine environment draws approximately 24 million visitors to the basin annually out of a total of 79.6 million trips inside the basin. Of those 79.6 million trips, transit services are only able to intercept 1.4%. Current growth trends suggest an additional five million trips to the basin will be added each year due to travel patterns and outside growth influences (Lake Tahoe Transit Master Plan, 2016).

In 2017, the TTD Board boldly adopted a 20% mode split goal to address current and future mobility needs. To reach this goal, TTD will be exploring all methods of service delivery to find the right fit for each passenger constituency and situation. For example, fixed route public transit works best to move larger amounts of people in main corridors, but quickly loses efficiency and effectiveness as a neighborhood circulator. This RFI is meant to explore an alternative transit methodology and determine where the microtransit service delivery model fits Lake Tahoe.

**Purpose of Exploring Microtransit:**
For the past few years, TTD has been experiencing an acute service contraction caused by four factors:

1. Workforce development and retention
   a. Compensation
   b. Housing
   c. Availability
2. Funding availability and forecast
3. Performance measures for regulatory compliance
4. Fleet and capital asset replacement and improvement

In November 2018, the Board approved sweeping changes to the transit system. Unfortunately, the labor market has continued to tighten. The result is routes operated on structural overtime and reliant on supervisors to fill in for subordinate positions. Recruiting challenges continue with
fierce competition between both public and private entities for a limited pool of Commercial Driver’s License (CDL) holders. Many entities are trying to stand out by increasing compensation and offering incentives.

Funding for TTD’s transit program has not improved. Without additional revenue, TTD is forced to absorb cost increases through service reductions. While this manifests as a downward demand spiral, public transit differs in that the fixed cost of operating any level of service is quite high in that the use of one dollar of federal money – the majority of TTD’s funding to operate the transit system – requires full compliance with all regulatory requirements. In short, service reductions are limited by what is required by law.

TTD has moved to address some overhead costs and achieve farebox compliance with the recent Linking Tahoe: Regional Grant Program Cycle 3 call for projects. TTD has applied for funding to replace fares equal to the Transportation Development Act’s (TDA) farebox recovery requirements. If awarded, these funds will replace fare collection on Routes 50, 55, 22, and Paratransit routes. While the funds bring TTD into farebox compliance, the funds will not increase overall revenue to the system. However, TTD would benefit by being able to reduce overhead and improve efficiency, as fare collection is a costly and labor intensive exercise that would be scaled back significantly with a free-to-user transit model on the majority of the system.

Lastly, fleet replacement challenges impact TTD’s ability to deliver additional services. TTD’s average fleet age is just over nine years, with many of the smaller vehicles eligible for replacement. With TTD’s dedicated annual capital funding stream just over $250,000, it would take two years of savings to replace an urban bus with a diesel bus. Additional capital funds are required to adequately maintain TTD fleet.

Facing these challenges, TTD is exploring opportunities to keep the public moving while efforts to establish a significant source of regional revenue through the ONE TAHOE initiative are continuing.

**Areas of Opportunity for Microtransit:**

**Service to Emerald Bay:** TTD discontinued service to Emerald Bay after the 2018 summer season due to a lack of Operators, appropriately sized fleet, and deteriorating operational safety at Emerald Bay. Microtransit would be asked to design a route that linked the Stateline bed base with the South Shore’s State Beaches continuing onto Emerald Bay.

**Service to Round Hill Pines, Nevada Beach, Zephyr Cove:** This service is envisioned as linking the Stateline bed base with Nevada’s beach resorts.

**Service to Sand Harbor:** This service would replace TTD’s East Shore Express service with neighborhood and parking lot pick-ups.

**Sparsely Populated Areas:** Microtransit may be able to use their smaller vehicles to provide linkages to more remote and sparsely populated areas like Christmas Valley, Pioneer Trail, and North Upper Truckee Road.

**Applicability of Funding:**

If microtransit services offer shared rides and are open to the general public, these services would be considered public transportation and generally would be eligible expenses for FTA.
funds. A transit agency may contract for eligible microtransit services.

Potential Issues:

- FTA requires recipients of federal funds to pass through all federal requirements to third parties. These requirements would include ADA, drug and alcohol testing, procurement, maintenance, and reporting requirements.

- Transparency of service statistics is required. Microtransit operators will have to agree to share origin and destination of their passengers, number of passengers, number of senior, disabled, Medicare cardholder, and veterans with a service connected disability passengers, fares collected, service hours, non-service hours, service miles, and non-service miles. Additional statistics must include number of road calls (in-service breakdowns), number of vehicles in use, and number of vehicles assigned to the service. The maintenance records for all vehicles used in the provision of services are also required.

- Microtransit providers need to meet TTD’s risk requirements for insurance and indemnification.

- Microtransit providers will need to follow federal procurement requirements for any purchasing done with federal funds including advertising, information technology services, capital purchases, and maintenance services.

- Federal funds require complementary paratransit service. With microtransit, that would mean having a wheelchair accessible vehicle available to provide service to a disabled passenger.

- A major service reduction policy is required which includes a public outreach process. This could significantly reduce the microtransit’s trademark flexibility.

- Similarly, a major fare increase policy is also required that could complicate how fares are advertised and the ability of the microtransit provider to congestion price their services.

Summary:

TTD’s transit services operate within a complex regulatory framework. This regulatory framework permeates every decision and service. Will microtransit providers be open to learning and complying with FTA’s onerous regulatory environment? Where can microtransit be most effective in supporting mobility in the community? What is the value of these services? Does it make sense to use public transit funds to subsidize for-profit microtransit companies? This RFI will help inform TTD, our peer agencies, and the community about microtransit’s opportunities and challenges.

Additional Information:

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

Date: June 10, 2019

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Award a Contract to Wood Rodgers, Inc. for Engineering and Design Services Related to the US 50/South Shore Community Revitalization Project, Including the Rocky Point Neighborhood Amenities Plan, Main Street Elements, and the Realignment of US 50; and Authorize the District Manager to Initiate Phase 1 (60 Percent Completion) in the Amount of $3,797,042.82, Plus an Additional Ten Percent for Potential Change Orders

Action Requested:
It is requested the Board award a contract to Wood Rodgers, Inc. for Phase 1 (60 percent design completion), with an option for Phase 2 (final project design), for the US 50/South Shore Community Revitalization Project (Project), including the Rocky Point Neighborhood Amenities Plan, Main Street Elements, and realignment of US 50; and authorize the District Manager to initiate Phase 1 at a cost of $3,797,042.82, plus an additional ten (10) percent for potential change orders.

Fiscal Analysis:
TTD’s procurement policies require Board approval for procurements over $75,000. Expenditures associated with Phase 1 of the Project will be funded by a variety of Federal and local funds, namely Surface Transportation Block Grants, Congestion Mitigation Air Quality grants, and Douglas County nickel gas tax set aside. The cost estimate, including contingency, for the Phase 1 design work is $3,797,042.82. The project estimate is within the budget of programmed and available funds. Anticipating unforeseen and additional stakeholder requests, Staff is requesting authority to exceed the estimate amount by another ten percent, should it be needed.

Work Program Impact:
All work associated with this effort is captured under respective elements of the approved fiscal year 2019 and fiscal year 2020 Work Program and corresponding allotted staff time. The work related to this project task is expected to take up to two years.

Background:
The Board approved the Project on November 9, 2018 and the Tahoe Regional Planning Agency (TRPA) Governing Board approved the Project on November 15, 2018. In addition to the realignment of US 50, the project also calls for a Community Design element and Main Street Management Plan. The project is also conditioned to require the construction of 109 deed restricted affordable housing units, 76 of which will be completed prior to project initiation.
At the December 14, 2018 meeting, the Board authorized staff to issue a Request for Proposals (RFP) to seek proposals for contract consultant services for design and engineering services associated with the Project.

**Discussion:**
The RFP was posted and advertised on May 8, 2019. Posting locations and number of views are as follows: Facebook (232 views), TTD’s website (307 views), TTD LinkedIn (7 views), as well as the personal LinkedIn page of Danielle Hughes, Capital Program Manager (1088 views). The RFP (Attachment A) was seeking design services for the total project over the course two phases (Phase 1 - 60 percent design completion and Phase 2 - final design completion). All contractors were informed that only Phase 1 work was guaranteed and TTD reserves the right to authorize Phase 2 at a future date. Future authorization of Phase 2 will come to the Board. One proposal was received in response to the RFP from Wood Rodgers, Inc. Stantec Consulting Services had made inquiries regarding the RFP. Wood Rodgers, Inc.’s proposal was reviewed by staff and determined to meet all qualifications identified in the RFP. Wood Rogers, Inc. has been notified of their qualifying status.

Wood Rodgers, Inc. will complete all work associated with bringing the overall project to 60 percent design completion. This will include all determination of all Right-of-Way (ROW) acquisition, but will not include actual acquisition of ROW. All design and engineering work will occur concurrently with the development of the Main Street Management Plan, which is currently underway. Phase 1 is expected to be completed at the earliest by the fall of 2020.

Staff recommends approval.

**Additional Information:**
If you have any questions or comments regarding this item, please contact Danielle Hughes at (775) 589-5500 or dhughes@tahoetransportation.org.

**Attachment:**
A. Request for Proposal
REQUEST FOR PROPOSALS

FOR

PROJECT ENGINEERING SERVICES

May 3, 2019

Tahoe Transportation District

P.O. Box 499

Zephyr Cove, NV 89448
INTRODUCTION

The Tahoe Transportation District (TTD) is seeking the services of a qualified firm to conduct engineering services for the US50/South Shore Community Revitalization Project (Project). TTD is a bi-state, special purpose transportation district that delivers capital projects in the Lake Tahoe basin. Examples of TTD projects include road realignments, bridges, roundabouts, complete streets, parking, shared use paths, and transit facilities. These projects are located in both California and Nevada and require cooperation and involvement from various federal, state and local entities, including the Tahoe Regional Planning Agency (TRPA), federal agencies, state agencies, counties, cities, and other local jurisdictions.

All of TTD’s projects serve transportation purposes and help to accomplish regional transportation goals. At the same time, some of TTD’s projects also create development opportunities that further other public purposes and goals.

Supporting project information can be found at http://tahoetransportation.org.

This Request for Proposals (RFP) describes the general Scope of Services, necessary proposal components, selection process, and required format of the proposals, as well as a sample of TTD’s Standard Professional Services Agreement.

The prime firm in response to this RFP shall be a firm, organization or vendor licensed to conduct business in their respective disciplines in the State of California and Nevada.

TTD reserves the right to award any number of contracts it deems necessary. This RFP does not commit TTD to award a contract. TTD reserves the right to accept or reject any or all proposals. No proposal shall be binding upon TTD until after a contract is executed by duly authorized representatives of TTD and the selected firm. No minimum amount of work is implied or guaranteed under the contract.

SCOPE OF SERVICES

The successful firm will be a highly skilled and experienced project team comprised of seasoned, well-rounded team members with related experience in the following areas discussed below. The selected firm will be responsible for all aspects of the preliminary engineering associated with the specific components outlined below. The selected firm must be familiar with NDOT, Caltrans and FHWA processes for project delivery and the administration of the full variety of State, Federal and local funding sources. The project is funded by a combination of regional, state and federal grants and local dollars. Current design is at approximately 30 percent design level and was prepared for environmental analysis and cost estimate purposes.

The firm’s team shall have road and facility planning, design and engineering experience in managing large-scale civil projects (streets, drainage, utilities and other improvements) and vertical projects (transit-oriented development and facilities). Services shall include preliminary engineering services including but not limited to: recommendations for project delivery, utility relocation analysis, tracking budgets, preparing cost estimates and risk management. Providing construction cost/cost of work, monitoring schedules, ROW determination, overseeing quality of all aspects of the project; communication with the project team; coordinating with all other applicable consultants.

Project engineering will be completed in two phases. Phase 1 will include the preliminary engineering up to 60 percent design completion, including but not limited to:
• Plan view of proposed site grading and drainage improvements and identification of all major road components, including curb, gutter, sidewalks, parking areas, buildings and structures.
• Utility relocation study to include a future utility capacity analysis.
• Utility plan sheets identifying proposed improvements with existing utilities clearly identified in locations where conflicts could exist.
• Profile for gravity sanitary sewer and future sewer needs assessment.
• Roadway and drainage structure plan and profile sheets with appropriate horizontal and vertical design information.
• Preliminary geotechnical and land surveys.

Phase 2 will encompass all final project design and construction drawings, Phase 2 should not be included in the cost estimate. TTD shall at its sole discretion reserve the right to retain the services of the selected firm for one or both phases. The selected firm will work alongside the TTD and other consultants/firms to deliver necessary project engineering.

The preliminary engineering work will consist of three separate, but related components of the project. The components, along with relevant tasks, are described as follows:

**US 50 Realignment:**

Upon the issuance of the first Notice to Proceed (NTP), work associated with this phase will consist of all preliminary engineering work associated with the realignment of US 50 from just west of the Pioneer Trail intersection in California to Lake Parkway in Nevada. The realignment would begin at a relocated Pioneer Trail intersection located to the west of the existing intersection and proceed south along existing Moss Road. It would then turn east onto the Montreal Road alignment, passing behind (southeast of) the Heavenly Village shopping complex, and continuing along the existing Montreal Road and Lake Parkway alignments before ending at a new two-lane roundabout at the existing US 50/Lake Parkway intersection. The new realignment will have four 11-foot wide travel lanes, 5-foot shoulders, and turn pockets at major intersections and driveways. New signalized intersections would be located at Heavenly Village Way and the driveway entrance to Harrah’s. A new pedestrian bridge over the new highway will link the Harrah’s parking lot to the Van Sickle Bi-State Park along the state line. A significant amount of utility work is anticipated within and throughout the corridor. Specific tasks may include:

• Develop innovative engineering solutions for all project components
• Prepare a transportation management plan
• Prepare a utility relocation and capacity study and design recommendations
• Determination of existing utilities
• Conduct geotechnical and land surveys
• Determination of all necessary Right-of-Way acquisition based on preliminary project design
• Securing all necessary rights-of-entry for private property
• Ensure all designs meet NDOT and Caltrans expectations and standards
• Develop landscape plans, irrigation plans, and vegetative maintenance plans consistent with relevant policies and ordinances
• Ensure all designs meet current standards in addressing multi-modal functionality
• Update project costs, prepare a finance plan as needed and provide any information necessary for securing additional funds
• Assist in coordination, communication and, if necessary, preparation of inter-local agreements with stakeholders
• Participate in the partnering process with project stakeholders
• Construction sequence plan
• Signage and wayfinding plan

Rocky Point Neighborhood Amenities Plan:

The new highway realignment will transect the Rocky Point neighborhood and require the displacement of approximately 76 residential units and significantly alter the physical appearance of the neighborhood. As such, a condition of project approval stipulates that specific improvements be made to the neighborhood on both sides of the new highway alignment. Improvements shall be detailed in an amenities plan that will be submitted to TRPA for review and approval. The plan is to be developed with input from the neighborhood representatives and shall provide details for a community park and green space, sidewalks, lighting and wayfinding signage to link people to crossings, transit services and stops. The plan shall also include all noise mitigation measures identified in the project environmental analysis.

New “Main Street”:

The existing US 50 right-of-way between Pioneer Trail and Lake Parkway would be relinquished to the City of South Lake Tahoe in California and Douglas County in Nevada and would become a new “Main Street.” In the environmental document, the new Main Street would be reduced to one travel lane in each direction for most, but not all of the length, with landscaped medians and left-turn pockets at major intersections and driveways. Bicycle lanes and pedestrian amenities will be added and/or upgraded throughout the project site.

As part of the post approval design process for the former US 50 alignment, a Main Street Management Plan will be developed to create a complete, multi-modal street environment which will enhance the business environment and visitor experience. This may include a refinement of the analyzed proposal. The management plan will be developed by a firm, along with a Stakeholder Working Group and a Technical Working Group led by TTD’s partner agency the Tahoe Regional Planning Agency. The selected firm will be required to work closely and collaboratively with all applicable parties to meld the proposed Main Street design concept with practical engineering solutions. Specific tasks may include:

• Assist in coordination between the Stakeholder Working Group, Technical Working Group and other consultants
• Engage and work with property owners, business owners, utility providers, public works departments, emergency service and law enforcement providers, and others as needed
• Determine baseline conditions for ingress/egress, traffic circulation for existing conditions, and assess for improvements related to management plan proposed goals
• Provide real-time feedback as to the feasibility of proposed project Main Street designs
• Conduct risk management, value analysis, constructability and maintainability reviews to ensure project quality
• Assist in the coordination with all impacted agencies and stakeholders
• Ensure adequate utility relocation
• Determine right-of-way acquisition and relocation based on preliminary project design
• Continue partnering process with stakeholders
• Ensure all designs meet NDOT and Caltrans, local jurisdictions, utility jurisdictions, and others' expectation and standards

Deliverables shall be prepared, stamped and signed by a Professionally Registered California and/or Nevada State Licensed Civil Engineer, dependent on project location, for engineering projects. Other tasks requiring a professional license, such as licensed landscape architects, may be required as well.

PROPOSAL REQUIREMENTS

A. Form of Proposals

Proposals shall include, at a minimum, the following information presented in a clear and concise format. Firms are solely responsible for the accuracy and completeness of its proposal. Incomplete proposals may be rejected.

1. Cover Letter
   a) Contact information and a signature by an authorized officer or employee of the firm.
   b) Briefly explain firm's approach to providing excellent service.
   c) Include a statement of acknowledgement of having received all addenda, if any are issued.

2. Firm Profile
   a) Provide a summary of the firm's areas of expertise and experience as related to this RFP. Include a brief description of the prime firm, including number of employees and years in business, as well as the firm's overall approach and strategy to delivering collaborative solutions for complex, public sector problems.
   b) Provide a summary of the firm and team's past experience with similar projects.
   c) Provide a summary of the firm and team's past experience working on projects within the Lake Tahoe Basin.

3. Project Personnel/Team
   a) The principal-in-charge shall be a Professional Engineer (Civil) currently licensed in the States of California and Nevada.
   b) Provide an organizational chart of the firm, including principal-in-charge and key support staff.
   c) Include background of the firm/team, number of professionals (by discipline) and support staff, major focus of practice, range of services and references. Provide resumes of the principal-in-charge (not included in page count) and each key staff member.
   d) The firm must have experience with innovative contracting (Design Build, Design Build Finance, and Construction Manager at Risk or Construction Manager/General Contractor) and Public Private Partnerships and must have a minimum of five (5) years of experience managing similar projects.
   e) TTD has not established a DBE goal for this contract. However, proposers are encouraged to obtain DBE participation for this contract.
   f) Other applicable factors.
4. Relevant Experience – Prime Firm
   a) Provide description for up to five (5) relevant projects recently completed by the
      prime firm that demonstrate your team’s particular strength(s) and experience. The
      description for each project should include the following information:
      i. Project name and location
      ii. Brief description of project and its relevance to the type of work TTD has
          identified
      iii. Indicate whether the prime firm was the lead consultant and provide a
           description of the team’s role on the project. Identify the principal-in-charge or
           project lead
      iv. Approximate construction cost
      v. Construction completion date
      vi. Firm’s fee for the project
      vii. Client/Agency reference

5. US 50/South Shore Community Revitalization Project Understanding & Approach
   a) Describe the team’s experience in providing engineering and design services for
      projects similar in size and scope to the project.
   b) Describe the team’s technical understanding of the project’s requirements.
   c) Identify specific methods to be used to deliver project requirements.
   d) Identify potential risks, complications, or difficulties that might be encountered in the
      implementation of required services, along with suggested resolutions for each.
   e) Describe ability to work with TTD staff, community groups, public agencies, utility
      providers and other stakeholders, and translate various requirements and interests
      into a successful project in a complex multi-jurisdictional environment. Highlight the
      firm’s experience employing innovative and effective techniques for community and
      stakeholder engagement.
   f) Other applicable factors.

6. Fee Proposal
   a) Firms will clearly label the fee proposal as "CONFIDENTIAL" and provide this
      information in a separate sealed envelope.
   b) The elements of the fee proposal shall include the following:
      i. A not-to-exceed lump sum for basic services.
      ii. An itemization of the expected level of services to be provided by each sub-
          consultant, including hours of work and corresponding fees.
      iii. An estimated fee for customary reimbursable expenses to be invoiced
          separately and considered as professional services.
      iv. An hourly rate schedule, valid for a period of twelve (12) months following the
          contract execution date, for each member of the firm who will be working on
          the project.

7. Specifically indicate any requirements in this RFP which are not acceptable or cannot be
   performed.

8. Specifically indicate any contract provisions attached as Attachment A which are not
   acceptable and propose any alternative language or terms.

9. Provide a signed copy of the Lobbying Certification attached as Attachment B.
10. Provide a signed copy of the Certification Regarding Debarment, Suspension and other Responsibility Matters attached as Attachment C.

11. Provide a statement which discloses any past on-going or potential conflicts of interest that the firm may have as a result of performing the work/services.

Proposals should not exceed 20 pages (with the exception of attached materials which shall not be counted for purposes of the page limit). Attachments should be labeled as attachments and included separately with the proposal.

**B. Costs of Proposals**

Issuance of this RFP does not commit TTD, in any way, to pay any costs incurred in preparing and submitting a proposal. TTD will not reimburse responding firms, including the selected firm, for any expenses incurred in preparing or submitting proposals. All costs related to preparing and submitting a proposal shall be paid by the respondent.

**C. Licenses, Permits, Taxes**

The price or prices for the work shall include full compensation for all taxes, permits, etc. that the respondent is or may be required to pay.

**D. Disadvantaged Business Enterprise (DBE) Requirements**

TTD hereby notifies firms 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.

A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

**E. Equal Employment Opportunity**

Each firm must agree 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 VII of the 1964 Civil Rights Act and amendments, except as permitted by said laws.

**F. Public Record/Confidential Information**

All responses become property of TTD. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of state public records laws. Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information.
TTD will treat all information submitted in a proposal as available for public inspection once TTD has selected a contractor. If you believe that you have a legally justifiable basis for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information separately as part of your response package. This portion of the submittal must be clearly marked “Confidential.”

The final determination as to whether TTD will assert your claim of confidentiality on your behalf shall be at the sole discretion of TTD. If TTD makes a determination that your information does not meet the criteria for confidentiality, you will be notified. Any information deemed to be non-confidential shall be considered a public record.

**PROCUREMENT PROCESS**

**A. RFP Schedule**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release date of RFP</td>
<td>May 3, 2019</td>
</tr>
<tr>
<td>Deadline for Questions/Written Comments</td>
<td>3:00 p.m. PST May 17, 2019</td>
</tr>
<tr>
<td>Response to Questions</td>
<td>May 20, 2019</td>
</tr>
<tr>
<td>Deadline for Submittals</td>
<td>3:00 p.m. PST May 31, 2019</td>
</tr>
<tr>
<td>Interviews, if necessary</td>
<td>June 10-11, 2019</td>
</tr>
<tr>
<td>Notification to award contract</td>
<td>June 17, 2019</td>
</tr>
<tr>
<td>TTD Board Approval</td>
<td>July 12, 2019</td>
</tr>
</tbody>
</table>

**B. Addenda and Clarifications**

Any changes, additions or clarifications to this RFP will be made by amendments (addenda). Any additional supporting materials and addenda will be posted on the TTD website, [http://tahoetransportation.org/doing-business/rfp-info](http://tahoetransportation.org/doing-business/rfp-info).

Requests for clarifications about this RFP may be submitted at any time prior to 3:00 p.m. on May 17, 2019. Requests should be submitted in writing via e-mail to: Judi Allen, Executive Assistant, jallen@tahoetransportation.org.


**C. Delivery of Proposals**

Firms must deliver one (1) electronic version of their proposal on a CD or USB flash drive. Delivery shall be made either (1) in-person or courier service to the Tahoe Transportation District, Attn: Judi Allen, 128 Market Street, Suite 3F, Stateline, NV 89448 or (2) via mail at P.O. Box 499, Zephyr Cove, NV 89448.

Please mark the envelope as “RFP for Project Engineering Services.” Proposals must be received no later than 3:00 p.m. on May 31, 2019 to be considered responsive.

Proposals shall be submitted no later than the deadline time and date specified above. Firms shall respond to the written RFP and any exhibits, attachments, or amendments. A responding firm’s failure to submit proposals as required before the deadline shall cause the submittal to be disqualified.
Responding firms assume the risk of the method of dispatch chosen. TTD assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the submittal by TTD. Late submittals shall not be accepted nor shall additional time be granted to any responding firm.

D. Evaluation Process

A technical advisory committee will review and evaluate the submitted proposals for responsiveness to the RFP in order to determine whether proposers possess the qualifications necessary to provide the goods and services.

The selection will be based on the proposal offering the best approach and qualifications to TTD. Fees will not be subject to valuation. In negotiating a contract with the qualified successful firm, refinements to fee, scope and schedule will be jointly determined through negotiations with the most qualified firm after conclusion of the evaluation process.

TTD may request clarifications of proposals directly from the proposers. TTD reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. TTD reserves the right to reject all proposals.

E. Selection Criteria

TTD staff will select the firm that staff believes will provide the best value. In reviewing the proposals, and negotiating with selected firms, TTD will consider the following evaluation criteria:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>MAX POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qualifications and Experience of Firm</td>
<td>25</td>
</tr>
<tr>
<td>Qualifications and Experience of Proposed Staff/Team</td>
<td>25</td>
</tr>
<tr>
<td>Project Specific Approach: Understanding of the Approach, Scope and Familiarity with Local, State and Federal Procedures</td>
<td>25</td>
</tr>
<tr>
<td>Operational/Organizational Approach to the Scoping, Scheduling &amp; Quality of Delivering a Project, and References</td>
<td>25</td>
</tr>
</tbody>
</table>

If the TTD elects to interview, the submitting firms shall be notified of the interview schedule. The same attached evaluation criteria form will be used for all reviews. Failure of a firm to appear at the interview will be considered non-responsive and that firm will be eliminated from any further consideration.

All evaluators may use the information submitted in the firm’s proposal and presented at the interview, if applicable, to arrive at the final ranking. The firms will be ranked and an agreement shall be negotiated following the selection of a firm. If an acceptable agreement cannot be reached with the initial firm selected, the TTD shall proceed to negotiate with the next most qualified firm or consider reposting the RFP if necessary and acceptable agreement cannot be negotiated.

F. Negotiation and Award

TTD will work with the selected firm to negotiate a contract between TTD and the selected firm. All costs incurred by the firm in connection with this work and negotiations shall be borne by the firm and
the firm shall have no right to reimbursement from TTD. The contract will then be brought to TTD’s Board of Directors with a staff recommendation for contract award.

In the event that TTD and the selected firm fail to finalize the specifications and components for the system, or fail to negotiate a contract, TTD will reject the selected firm’s proposal. In the event of rejection, the firm shall have no right to reimbursement for costs incurred by the firm in connection with any work and negotiations. TTD will then select another firm that staff believes will provide the best value and work and negotiate with that firm.

If TTD decides to award and receives approval from TTD’s Board of Directors, the agreement will be sent to the firm for signature. No proposal shall be binding upon TTD until after the agreement is executed by duly authorized representatives of the firm and TTD.

G. Contract Duration

TTD expects all preliminary engineering work to be completed by September of 2020. In the event of unanticipated delays, the project timeframe may be extended at TTD’s sole discretion, for a duration adequate to accommodate such delays.

A contract may be terminated pursuant to Section 1 of the TTD’s standard contract services agreement (Attachment A). All project documents shall be transferred to TTD at the time of termination and shall become the sole property of TTD.

TERMS, CONDITIONS, AND EXCEPTIONS

A. Required Review and Waiver of Objections by Responding Firms

Responding firms should carefully review this RFP and all attachments, including but not limited to the Standard Contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP objections must be made in writing and received by TTD no later than the date specified above.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the TTD, in writing, by the deadline for written comments.

If a firm that has not been selected wishes to dispute the award recommendation, the protest must be submitted in writing to the contact listed below no later than five (5) calendar days after announcement of the selected firm, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications. Failure to submit a timely written protest to the contact listed below will bar consideration of the protest.

B. Submittal Preparation, Interview and Negotiation Costs

TTD shall not be responsible for and/or shall not pay any costs associated with the preparation, submittal, or presentation of any proposals, and costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

The TTD will not be liable for Federal, State, or local excise taxes.
The TTD reserves the right to negotiate final contract terms with any firm selected. The contract between the parties will consist of the final executed contract, the RFP together with any modifications thereto, and the awarded firm’s proposal, together with any modifications and clarifications thereto that are incorporated at the request of the TTD during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, addenda to the RFP, the RFP, any modifications and clarifications to the awarded Proposer’s proposal, and the awarded Proposer’s proposal. Specific exceptions to this general rule may be noted in the final executed contract.

No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the TTD.

C. Statement of Qualifications Withdrawal

To withdraw a proposal, the responding firm must submit a written request, signed by an authorized representative, to the Contract Coordinator. After withdrawing a previously submitted proposal, the Responding Firm may submit another proposal at any time up to the deadline for submitting proposals.

D. Statement of Qualifications Amendment

TTD shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by TTD.

E. Statement of Qualifications Errors

Responding firms are liable for all errors or omissions contained in their proposals. Responding firms shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

F. Incorrect Statement of Qualifications Information

If TTD determines that a responding firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the responding firm knew or should have known was materially incorrect, that submittal shall be determined non-responsive, and the proposal shall be rejected.

Any irregularities or lack of clarity in the RFP must be brought to TTD’s attention as soon as possible so that corrective addenda may be furnished to all Proposers.

Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by an addendum or an amendment to the RFP.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the TTD in its evaluation of a proposal. Any misrepresentation by a proposer shall be treated as fraudulent concealment from the TTD of the true facts relating to the proposal.
G. Assignment and Subcontracting

The Proposer and proposed Subcontractor(s) may not subcontract, transfer, or assign any portion of the contract without prior, written approval from TTD. Each subcontractor / subconsultant must be approved in writing by TTD. The substitution of one subcontractor / subconsultant for another may be made only at the discretion of TTD and with prior written approval from TTD.

Notwithstanding the use of approved subcontractor/subconsultant, the Selected Firm(s), if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

A proposal submitted in response to this RFP must identify any subconsultants, and outline the contractual relationship between the awarded Proposer and each such subconsultant.

The awarded Proposer will be the sole point of contract responsibility. The TTD will look solely to the awarded Proposer for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all of its subconsultants.

H. Proposal of Additional Services

If a responding firm indicates the capability and offers services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the TTD. The cost for any such additional services shall be mutually agreed upon by the selected firm(s) and TTD, and incorporated into the contract before contract signing.

I. Licensure

Before a contract pursuant to this RFP is signed, the selected firm(s) must hold all necessary, applicable business and professional licenses. TTD may require any or all responding firms to submit evidence of proper licensure.

J. Disclosure of Submittal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of TTD and will not be returned. Selection or rejection of a submittal does not affect this right. All proposal information, including any detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFP by the TTD Board, the proposals and associated materials shall be open for review by the public to the extent allowed by the California Public Records Act. By submitting a proposal, the responding firm acknowledges and accepts that the contents of the submittal and associated documents shall become open to public inspection.

K. Proprietary Information

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each responding firm will clearly label part of a submittal as "CONFIDENTIAL" if the responding firm thereby agrees to indemnify and defend the TTD for honoring such a designation. The failure to so label any information that is released by TTD shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is
received by TTD, TTD will notify the responding firm of the request and delay access to the material until seven (7) working days after notification to the responding firm. Within that time delay, it will be the duty of the responding firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.
AGREEMENT FOR SERVICES
BETWEEN
TAHOE TRANSPORTATION DISTRICT
AND

This Agreement for Services ("Agreement") is entered into as of this ____ day of __________, 20__ by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, ("District") and ______________________, a ___________________ ("Contractor"). District and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for [INSERT TERM].
SECTION 2. SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

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

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

SECTION 3. ADDITIONAL SERVICES.

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

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed __________________________ dollars ($__________), unless additional compensation is approved in writing in accordance with Section 26 “Administration and Implementation" or Section 27 “Amendment” of this Agreement.

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

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

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

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

If and to the extent that District utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor’s guarantees and warranties in Section 9 “Standard of Performance” of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.
SECTION 7. CONTRACTOR’S BOOKS AND RECORDS.

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

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

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

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District. Contractor shall have no authority to bind District in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall have control over the conduct of Contractor or any of Contractor’s officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of
Contractor’s officers, employees, or agents are in any manner officials, officers, employees or agents of District.

(c) Neither Contractor, nor any of Contractor’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District’s employees. Contractor expressly waives any claim Contractor may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

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

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

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

SECTION 11. PREVAILING WAGE LAWS.

Contractor understands, acknowledges and agrees to comply with any and all applicable state and federal laws requiring payment of prevailing wages for work performed on or in connection with publicly-funded projects. Contractor and any subcontractors shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect if required by state or federal laws or regulations. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply.
SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

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

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

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

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

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

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

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Contractor’s conduct.

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

SECTION 16. INDEMNIFICATION.

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

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

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

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

**SECTION 17. INSURANCE.**
Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit “C” “Insurance” and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the General Manager. Contractor agrees to provide District with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

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

SECTION 20. TERMINATION OF AGREEMENT.

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

(b) Termination for Cause. If District notifies Contractor of a default under Section 21 “Default” and Contractor fails to cure the default within the time frame provided, District may terminate this Agreement immediately. Contractor will only be paid for Services performed in accordance with the manner of performance set forth in this Agreement.
(c) **Property of District.** Upon termination of this Agreement by either Contractor or District, all property belonging exclusively to District which is in Contractor’s possession shall be returned to District. Contractor shall furnish to District a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 “Compensation and Method of Payment” of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 “Compensation and Method of Payment” of this Agreement.

**SECTION 21. DEFAULT.**

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

**SECTION 22. EXCUSABLE DELAYS.**

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

**SECTION 23. COOPERATION BY DISTRICT.**

All public information, data, reports, records, and maps as are existing and available to District as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

**SECTION 24. NOTICES.**

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

To Contractor:  __________________________
                             __________________
                             __________________
                             __________________

Notice shall be deemed effective on the date personally delivered or transmitted
by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the
United States Postal Service.

SECTION 25.  AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Contractor
represents and warrants that he/she/they has/have the authority to so execute this
Agreement and to bind Contractor to the performance of its obligations hereunder.

SECTION 26.  ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the General Manager or
his or her designated representative. The General Manager shall have the authority to
issue interpretations and to make amendments to this Agreement, including
amendments that commit additional funds, consistent with Section 27 “Amendment”
and the General Manager’s contracting authority under District’s ordinances, rules and
regulations.

SECTION 27.  AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made
in writing and approved by the Contractor and by the District. The General Manager
shall have the authority to approve any amendment to this Agreement if the total
compensation under this Agreement, as amended, would not exceed the General
Manager’s contracting authority under the District’s ordinances, rules and regulations.
All other amendments shall be approved by the District’s Board. The Parties agree that
the requirement for written modifications cannot be waived and that any attempted
waiver shall be void.

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

SECTION 28. BINDING EFFECT.

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

SECTION 29. FEDERAL PROVISIONS.

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

SECTION 30. WAIVER.

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

SECTION 31. LAW TO GOVERN; VENUE.

In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of El Dorado, California where the dispute arises from Services performed in California, or shall lie exclusively in the County of Douglas, Nevada where the dispute arises from Services performed in Nevada. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of California for Services performed in California, or in the District of Nevada for Services performed in Nevada.
SECTION 32. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 33. ENTIRE AGREEMENT.

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

SECTION 34. SEVERABILITY.

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

SECTION 35. CONFLICTING TERMS.

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

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

__________________________
Carl Hasty
District Manager

ATTEST:

___________________________
Judi Allen
Clerk of the Board

APPROVED AS TO FORM

__________________________
Nira Doherty
Interim General Counsel

By: ____________________________  By: ____________________________

__________________________

Its: ____________________________  Its: ____________________________

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

[The format of this Exhibit may be modified.]

I. Contractor will perform the following Services:
   A. 
   B. 
   C. 
   D. 

II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the District:
   A. 
   B. 
   C. 
   D. 

III. During performance of the Services, Contractor will keep the District apprised of the status of performance by delivering the following status reports:
   A. 
   B. 
   C. 
   D. 

IV. The tangible work products and status reports will be delivered to the District pursuant to the following schedule:
   A. 
   B.
V. Contractor will utilize the following personnel to accomplish the Services:

A.
B.
C.
D.

VI. Contractor will utilize the following subcontractors to accomplish the Services:

A.
B.
C.
D.
EXHIBIT "B"
COMPENSATION
EXHIBIT "C"
INSURANCE

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

Only the following “marked” requirements are applicable:

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

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

_X_ Workers’ Compensation Insurance: Workers’ Compensation insurance as required by the State of California and/or Nevada and a minimum of one million dollars ($1,000,000) of employers’ liability coverage. Contractor shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers’ Compensation Act is filed against District by a bona fide employee of Contractor participating under this Agreement, Contractor is to defend and indemnify the District from such claim.
Professional Liability Insurance: Professional liability insurance appropriate to the Contractor’s profession in an amount not less than one million dollars $1,000,000 per occurrence. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor’s services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the District submit written evidence of this continuous coverage.

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

1. All Coverages.
   a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days’ prior written notice by certified mail, return receipt requested, has been given to District.
   b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Commercial General Liability and Automobile Liability Coverages.
   a. District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to District, and their respective elected and appointed officers, officials, or employees.
   b. Contractor’s insurance coverage shall be primary insurance with respect to District, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor’s insurance.
   c. Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to District, and its respective elected and appointed officers, officials, employees or volunteers.

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

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

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

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

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

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.
EXHIBIT “D”  
FEDERAL PROVISIONS

1. Incorporation of FTA Terms - The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause District to be in violation of the FTA terms and conditions.

2. Access to Records. The following access to records requirements apply to this Agreement:
   a. Where the District is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the District, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
   b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
   c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

3. Civil Rights.  
   a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act
of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Agreement:

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

ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons...
with disabilities. In addition, the Contractor agrees to comply with
any implementing requirements FTA may issue.
c. The Contractor also agrees to include these requirements in each
subcontract financed in whole or in part with Federal assistance provided
by FTA, modified only if necessary to identify the affected parties.

   a. This Agreement is subject to the requirements of Title 49, Code of Federal
      Regulations, Part 26, Participation by Disadvantaged Business
      Enterprises in Department of Transportation Financial Assistance
      Programs. The national goal for participation of Disadvantaged Business
      Enterprises (DBE) is 10%. The District’s overall goal for DBE participation
      is 2.1%. A separate goal has not been established for this procurement.
b. The Contractor shall not discriminate on the basis of race, color, national
   origin, or sex in the performance of this Agreement. The Contractor shall
   carry out applicable requirements of 49 CFR Part 26 in the award and
   administration of this DOT-assisted contract. Failure by the Contractor to
   carry out these requirements is a material breach of this Agreement,
   which may result in the termination of this Agreement or such other
   remedy as District deems appropriate. Each subcontract the contractor
   signs with a subcontractor must include the assurance in this paragraph
   (see 49 CFR 26.13(b)).
c. Contractor will be required to report its DBE participation obtained through
   race-neutral means throughout the period of performance of this
   Agreement.
d. Contractor is required to pay its subcontractors performing work related to
   this Agreement for satisfactory performance of that work no later than 30
days after the Contractor’s receipt of payment for that work from the
   District. In addition, the Contractor is required to return any retainage
   payments to those subcontractors within 30 days after incremental
   acceptance of the subcontractor’s work by the District and Contractor’s
   receipt of the partial retainage payment related to the subcontractor’s
   work.
e. The Contractor must promptly notify District whenever a DBE
   subcontractor performing work related to this Agreement is terminated or
   fails to complete its work, and must make good faith efforts to engage
   another DBE subcontractor to perform at least the same amount of work.
   The Contractor may not terminate any DBE subcontractor and perform
   that work through its own forces or those of an affiliate without prior
   written consent of District.

5. Energy Conservation - The Contractor agrees to comply with mandatory
   standards and policies relating to energy efficiency which are contained in the
   state energy conservation plan issued in compliance with the Energy Policy and
   Conservation Act.
6. **Federal Changes** – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this Agreement.

7. **No Obligation By The Federal Government**
   a. The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
   b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. **Program Fraud and False or Fraudulent Statements or Related Acts.**
   a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
   b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
   c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided
by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

   a. To the extent practicable, Contractor agrees that it:

      1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, and

      2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee, and

   b. Contractor also assures that its sub-contractor will:

      1. Will give a hiring preference to veterans (as defined in 5 U.S.C. § 2108), who have the skills and abilities required to perform construction work required under a third party contract in connection with a capital project supported with funds made available or appropriated for 49 U.S.C. chapter 53, to the extent practicable, and

      2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

10. **Suspension and Debarment**

    a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

    b. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

    c. By signing this Agreement, the Contractor certifies as follows: The certification in this clause is a material representation of fact relied upon by District. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to District, the Federal Government may pursue available remedies, including but not
limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

13. **Lobbying** – Contractor shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any District, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

__________________________ Signature of Contractor’s Authorized Official

__________________________ Name and Title of Contractor’s Authorized Official

___________________________ Date
Certification Regarding Debarment and Suspension

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

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

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

_____________________________  Signature of Authorized Official

_____________________________  Name and Title of Authorized Official

_____________________________  Date
MEMORANDUM

Date: June 10, 2019

To: Tahoe Transportation District (TTD) Board of Directors

From: TTD Staff

Subject: Discussion on Process to Review TTD’s Authority, Role, and Responsibility Under the Tahoe Regional Planning Compact Relevant to Potential Board Member Additions and Agency Mission

**Action Requested:**
It is requested the Board discuss a process approach and provide direction relevant to a workshop(s) on the TTD mission, work program, and Board and Staff roles in light of potential board member additions due to Nevada Senate Bill 136 passage.

**Fiscal Analysis:**
Staff anticipates a facilitated work session or sessions that will require an expenditure of general funds in the area of four to seven thousand dollars.

**Work Program Analysis:**
The work falls within the board support element of the work program.

**Background:**
TTD has had a mission and work program that was first developed in 2008, when it entered into the current memorandum of agreement with the Tahoe Regional Planning Agency (TRPA). In 2009, the Board hired the District Manager to launch the work program and build a staff organization to deliver the slate of projects in that agreement important to the Regional Transportation Plan. The work program also included support for transit service operations. In 2010, the Board approved taking over the public transit service operation at the south shore of Lake Tahoe, which was threatened with cessation due to bankruptcy of the operation at the time. Since 2009, TTD has grown to a staff of seventy-one positions, the majority for transit, and stays on track, delivering the primary projects in the 2008 agreement. Its role and vision in transit has also matured.

In February of 2019, a bill (SB 136) was introduced in the Nevada legislative session to change the Board membership from a primarily local government and private sector by adding gubernatorial appointees and a member from the TRPA Board. The bill was sponsored by the League to Save Lake Tahoe. The introduced draft was not supported, as it added the new members at the expense of the private sector representatives. The bill was subsequently amended to retain the private sector members, so with the three additional members, the Board will go from a membership of eleven, with two as ex-officio, to a Board of fourteen, with two as
ex-officio. The bill was passed and has been signed by the Governor in Nevada. It is anticipated that a similar bill will be introduced in California.

At the last Board meeting, Vice Chair Maloney requested an item to discuss TTD governance and the possible creation of a sub-committee, based on her discussion with Supervisor Novasel in light of the circumstances. Staff has sought additional input from Supervisor Novasel in preparation for this item.

**Discussion:**
With the potential change to Board membership, it is important that TTD take some time as a current Board and Staff to reflect, review, and affirm its mission, roles, and responsibilities as a bi-state compact agency authorized under Article IX of the Tahoe Regional Planning Compact, as amended in 1997.

To that end, a strategy and process for a workshop or more is requested for discussion and determination.

**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:       June 10, 2019
To:         Tahoe Transportation District (TTD) Board of Directors
From:       TTD Staff
Subject:    Informational Update on SR 89/Fanny Bridge Community Revitalization Project and the SR 28 Corridor Projects

Action Requested:
It is requested that the Board hear a presentation and discuss the projects and any related questions pertinent to the SR 89/Fanny Bridge Community Revitalization Project in Tahoe City and the projects on the SR 28 Corridor in Nevada.

Fiscal Analysis:
TTD has funding available to complete its participation in the SR 89/Fanny Bridge Project most likely through 2020; its role as lead in public outreach, however, will need to end by the end of the 2019 building season. TTD has funding available for its role in the Nevada SR 28 corridor section through design of the Central Corridor.

Work Program Analysis:
Planned work affiliated with the projects is reflected in both of the approved FY 19 and FY 20 work programs.

Background:
The projects in Tahoe City and along the Nevada SR 28 corridor have been part of TTD’s work program since 2009. TTD has been successful in getting projects through the environmental document and approval process, as well as funded and under construction. Implementation of the projects led to the realization that broader corridor management issues often need to be addressed to bring new solutions forward, many of which require cross jurisdictional cooperation and agreement to implement. This led to TTD’s first efforts at corridor planning on SR 28, and consequently, its Corridor Connection approach for the rest of the Basin, as adopted by the Board in the Linking Tahoe: Corridor Connection Plan.

Discussion:
Staff will make a briefing presentation on projects, progress, and obstacles for the purposes of Board update and input.

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