

# TAHOE TRANSPORTATION DISTRICT (TTD)

## FINANCE AND PERSONNEL COMMITTEE

### Meeting Agenda

Tahoe Regional Planning Agency  
128 Market Street  
Stateline, NV

February 5, 2025  
12:30 p.m.

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

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

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

<https://attendee.gotowebinar.com/register/5951499655969283674>

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

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

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

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

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

- A. Roll Call and Determination of Quorum
- B. *For Possible Action:* Approval of Agenda for February 5, 2025
- C. *For Possible Action:* Approval of Minutes of December 4, 2024

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

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

### III. DISCUSSION ITEMS

- |  | <u>Page</u> |
|--|-------------|
| A. <i>For Possible Action:</i> Review and Recommend Acceptance of the District's Financial Statement of Operations for the First Five Months of Fiscal Year 2025 Through November 30, 2024 to the TTD Board of Directors ( <i>Board Agenda Item V.A., Page #25</i> )   | 4           |
| B. <i>For Possible Action:</i> Review and Recommend the TTD Board of Directors Authorize Issuance of a Contract Award to Safety Kleen for the Delivery of Bulk Automotive Fluids for Transit Operations and Authorize the Acting District Manager to Execute an Agreement in an Amount Not to Exceed \$100,000 ( <i>Board Agenda Item V.B., Page #42</i> ) | 21          |

### IV. PUBLIC INTEREST COMMENTS

### V. ADJOURNMENT

#### **COMPLIANCE WITH PUBLIC NOTICE REQUIREMENTS**

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

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

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

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

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

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

**TAHOE TRANSPORTATION DISTRICT  
FINANCE AND PERSONNEL COMMITTEE MEETING MINUTES  
December 4, 2024**

**Committee Members in Attendance:**

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

**Others in Attendance:**

Carl Hasty, Tahoe Transportation District  
Jim Marino, Tahoe Transportation District  
DeDe Aspero, Tahoe Transportation District  
Joanie Schmitt, Tahoe Transportation District  
Judi Allen, Tahoe Transportation District

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

A. Roll Call and Determination of Quorum

The meeting of the Committee was called to order by Ms. Hill at 1:51 p.m. at the Tahoe Regional Planning Agency and via GoToWebinar. Roll call was taken and it was determined a quorum was in attendance for the Committee.

B. Approval of Agenda for December 4, 2024

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

C. Approval of Minutes for November 6, 2024

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

**II. PUBLIC INTEREST COMMENTS**

No public interest comments were made.

**III. DISCUSSION ITEMS**

A. Review and Recommend Acceptance of the District's Financial Statement of Operations for the First Quarter of Fiscal Year 2025 Through September 30, 2024 to the TTD Board of Directors

Ms. Schmitt reviewed this item. Ms. Laine asked how long does the District have to spend down the FTA funds. Ms. Schmitt explained it depends on what the funds are budgeted for and when the funds are allocated.

Action Requested: For Possible Action

Ms. Laine moved to recommend acceptance of the District's Financial Statement of Operations for the first quarter of fiscal year 2025 through September 30, 2024. Mr. Speal seconded the motion. The motion passed unanimously.

B. Recommend the TTD Board Adopt Resolution 2024-006 Authorizing the Replacement of Carl Hasty as Authorized Signatory for all Nevada State Bank Accounts with James Marino Effective January 1, 2025

Action Requested: For Possible Action

Ms. Laine moved to recommend the TTD Board adopt Resolution 2024-006 authorizing the replacement of Carl Hasty as authorized signatory for all Nevada State Bank accounts with James Marino effective January 1, 2025. Mr. Speal seconded the motion. The motion passed unanimously.

Ms. Bagwell arrived at 2:01 p.m.

C. Review and Recommend Acceptance of TTD's Fiscal Year 2023-2024 Financial and Single Audit Reports to the TTD Board of Directors

Ms. Schmitt reviewed this item and introduced Jeff Ball of Davis Farr. Mr. Ball reviewed the audit and gave a presentation. Ms. Bagwell asked if there is anything on the horizon that could significantly impact TTD in the next few years. Mr. Ball stated there are some changes coming, but they shouldn't have a very significant impact. Mr. Speal gave kudos to staff. Mr. Suarez noted the need to keep an eye on the fiscal cliff and any unpaid obligations.

Action Requested: For Possible Action

Ms. Hill moved to recommend acceptance of TTD's fiscal year 2023-2024 Financial and Single Audit Reports to the TTD Board of Directors. Ms. Laine seconded the motion. The motion passed unanimously.

D. Discussion on Recruitment and Selection Process for the District Manager Position

Ms. Aspero reviewed this item. Ms. Bagwell reminded the Committee of the hard work that has been done to develop the funding mechanism for the general fund and to have a cohesive plan for the District Manager replacement and with hiring a Deputy District Manager, her intention would be to promote them to the District Manager position. She asked how much recruitment would the Committee want to do versus hiring Mr. Marino as the District Manager and back fill the deputy position. Mr. Suarez noted there is a calendared strategy session for the Board in January, that there has so much discussion about the JPA and the reason to appoint Mr. Marino as Acting was to have time to see what the future holds and isn't sure what the rush is to move forward in January. Ms. Hill is concerned with the staff workload and the major projects coming up. Ms. Bagwell asked what are the benefits of doing recruitment in March as opposed of promoting Jim and recruiting for a Deputy District Manager. Mr. Speal agreed Mr. Marino is doing awesome job, but doesn't see a need to rush and would like to see costs of recruitment. Mr. Marino commented that the next three to five years will be critical, with the JPA and integration, that strategies need to be developed and an understanding of what is going on. Ms. Laine stated the Board tasked the FPC to develop the District Manager selection process and the FPC should agree what that process will be and bring it to the Board. Ms. Laine suggested having the strategic Board meeting, then make a decision to offer Mr. Marino

the position and backfill Deputy District Manager, if needed, and she doesn't see a point in spending money on recruitment. Ms. Bagwell stated there will be a continuity loss of six months if the Board hires an outside person for the District Manager position and prefers that unless the Board members feel Mr. Marino is not up to the job, the FPC should conduct a job interview with Mr. Marino in January. Mr. Speal stated the need to consider all the options, that he doesn't have a good sense of who else is out there and it is important to evaluate other candidates out there. Mr. Suarez would like to review the job description.

Action Requested: For Possible Action

Ms. Laine moved to recommend the TTD Board conduct the January strategy session focused on the next three to five years and at the conclusion of that session, the FPC interview Mr. Marino and return to the Board in February with recommendation to either hire Mr. Marino or go out and do a search. Ms. Hill seconded the motion. The motion passed with Mr. Speal voting no.

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

No public interest comments were made.

#### **V. ADJOURNMENT**

The meeting was adjourned at 3:02 p.m.

Respectfully Submitted:

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

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





MEMORANDUM

Date: January 30, 2025

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

From: TTD Staff – Joanie Schmitt, CFO

Subject: Review and Recommend Acceptance of the District’s Financial Statement of Operations for the First Five Months of Fiscal Year 2025 Through November 30, 2024 to the TTD Board of Directors

**Action Requested:**

It is requested the Committee review and recommend acceptance of the Financial Statement of Operations for the first five months of fiscal year 2025 (FY25) ending November 30, 2024.

**Fiscal Analysis:**

TTD is reporting increases to the overall FY25 fund balances of \$93,664 in the General Fund, \$974 in the Capital Improvement Program (CIP) Fund, \$4,314,843 in the Transit Operations (TO) Fund, and \$233,171 in the Parking Systems (PS) Fund through November 30, 2024.

**Background:**

Staff has completed analyzing financial information for the first five months of FY25, ended November 30, 2024. The presentation of the financial information will highlight November activity and continues to detail TTD’s funds: General, CIP, TO, and PS (Attachment A).

**Discussion:**

**General Fund –**

Overall, the District ended with an decrease of \$6,723 for November activity. The decrease can be summarized as follows:

<b><u>District Operations Revenues</u></b>		<b><u>District Operations Expenses</u></b>	
State of Nevada	\$28,875	Personnel	\$63,836
Local Revenues	\$4,584	Admin Support (ICAP)	(\$52,978)
Rental Car Mitigation Fees (RCMF)	\$1,848	Insurance	\$3,088
Administrative Fees	\$1,852	Rent, incl. Utilities	\$3,692
Contributions	\$0	Telephone	\$1,229
Miscellaneous	\$0	Professional Services	\$511
Interest	<u>\$1,965</u>	Dues, Subscriptions, Fees	\$1,516
		Supplies	\$1,320
		Transfer - Grant Match	\$13
		Legal Fees	\$1,185
		N. Shore Transit Mgmt	\$20,000
		Other	<u>\$2,435</u>
<b>Total Revenues</b>	<b>\$39,124</b>	<b>Total Expenses</b>	<b>\$45,847</b>

JS/ja

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

Local Revenue totaling \$4,584 consists of \$4,167 received from Douglas County and \$417 from Carson City. Washoe County was invoiced for \$36,765 in December with the revenue being recognized in seven equal monthly installments (December through June).

The Truckee/North Tahoe Transportation Management Association invoiced TTD \$20,000 in November for TTD's FY25 contribution for the management of North Shore Transit.

The administrative fees of \$1,852 were received from the Parking System fund and are based on 10% of the parking revenue collected during the month. The meters were shut down on December 1 for the winter season and are expected to be turned on in March 2025.

Other expenses include travel costs of \$2,001 for District Manager Hasty and Deputy District Manager Marino to go to Washington DC to meet with legislative representatives.

The net result decreased the General Fund's overall fund balance to \$1,385,535, which is \$93,664 more than at the start of the fiscal year.

CIP Fund –

October activity ended with a increase of \$218, resulting from interest earned on project advances, less bank fees of \$10. Below is a brief recap of activity for the CIP Fund.

<u>Funding Source</u>	<u>Expenditures</u>	<u>Grant Balance</u>
Caltrans		
Congestion Mitigation Air Quality (CMAQ)	\$91	\$503,545
California Sustainable Planning (ZEB)	\$816	\$191,518
TDA LTF Reserve (Match)	\$106	\$24,813
Hwy Infrastructure Program (HIP) - US 50	\$0	\$470,655
Federal Transit Administration		
FTA 5339 (NDOT Planning)	\$0	\$74,281
TDA STA Reserve (Match)	\$0	\$18,570
FTA 5310 FY23 (Bus Purchase - ADA)	\$0	\$23,939
TDA STA FY25 (Bus/Vehicles Match)	\$0	\$27,062
FTA 5339 (NDOT) (Support Vehicles)	\$0	\$29,000
FTA 5339 (FY17)	\$0	\$24,519
FTA 5339 (FY19)	\$0	\$167,969
FTA 5339 (FY20 & FY21) (Bus Facilities)	\$10,730	\$112,974
FTA 5339 (FY24 – FY26) (Bus Facilities)	\$4,105	\$199,895
TDA STA (FY24) (Bus Stop Match)	\$1,027	\$49,973
FTA 5339C (FY23) (Bus Purchase)	\$3,400,000	\$0
TDA LTF FY23 Reserve (Bus Match)	\$285,927	\$0
TDA LTF FY23 Interest (Bus Purchase)	\$7,640	\$0
TDA STA (FY25) (Bus Purchase)	\$1,263	\$0
FTA 5339C (FY18)	\$0	\$692,276
FTA 5310 (FY17 & 19) (Bus Purchase)	\$35,187	\$0
FTA 5310 (FY23) (Bus Purchase)	\$23,939	\$0
US DOT		
SMART	\$17,599	\$1,031,929
US Fish & Wildlife Service		
Spoooner Mobility Hub	\$3,054	\$156,584
NDOT		
Recreational Travel Phase II	\$254	\$111,134
General Fund (Match)	\$13	\$5,849

JS/ja

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



TAP – SR 28 North Parking Lots	\$10,179	\$924,855
Washoe County Bond Sale (Match)	\$536	\$342,908
Surface Transportation Block Grant (STBG)		
Caltrans – US 50	\$2,310	\$1,751,618
NDOT – Facility Plan	\$13,818	\$362,553
Douglas County (Match)	\$727	\$19,048
NDOT – Central Corridor (Chimney)	\$102,437	\$1,973,450
Tahoe Fund (Match)	\$4,939	\$231,134
NDOT – Sand Harbor to Thunderbird Cove	\$3,803	\$2,897,997
Tahoe Fund (Match)	\$200	\$655,763
Rounding	\$3	
Bank Fees	<u>\$10</u>	
Total Expenditures	\$3,930,713	

The CIP fund purchased four Gillig Hybrid buses totaling \$3,753,956 utilizing an FTA 5339C grant of \$3,400,000, two FTA 5310 grants totaling \$59,126, and TDA funds of \$294,830. The buses were transferred to the TO Fund’s “Fixed Assets” and will be depreciated over twelve years.

In addition, the CIP fund purchased one hundred and seventy replacement bus stop signs totaling \$15,861. Two FTA 5339 grants totaling \$14,835 were matched with TDA funds of \$1,026. The signs were transferred into the TO Fund’s expenses “Equipment Under \$5,000”.

The net November activity resulted in increasing CIP’s overall fund balance to \$7,703, which is \$974 more than at the start of the fiscal year.

Transit Fund -

Overall, the District ended with an increase of \$2,927,784 for November activity. The increase can be summarized as follows:

<u>Revenue Detail</u>	<u>Operations</u>
FTA	
5307	\$0
5311	\$187,412
5310	\$28,950
Rural Transportation Assistance Program (RTAP)	\$0
Transportation Development Act (TDA)	\$0
Low Carbon Transit Operations Program	\$75,075
Nevada State Parks	\$0
El Dorado County	\$7,298
Solar Renewable Energy Credits	\$0
Hybrid Voucher Incentive Program	\$0
Miscellaneous	\$764
Sale of Fixed Asset (Scrap)	\$2,025
Insurance Claims	\$0
Interest	<u>\$2,380</u>
<b>Total Revenues</b>	<b>\$303,904</b>
 <u>Expense Detail</u>	
Personnel	\$553,452
Fuel/Fuel Tax	\$27,671
Insurance	\$17,150
Repairs/Maintenance	\$31,034

JS/ja

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

Professional Services/Contracts	\$17,669
Facility Rent/Utilities/Phone	\$32,051
Supplies	\$2,799
Dues, Subscriptions, Member Fees	\$2,599
ICAP	\$50,809
Transfer - Grant Match	\$295,962
Depreciation/Amortization/Warranty	\$94,194
Advertising/Outreach	\$321
Equipment under \$5K	\$15,861
Capital Outlay	(\$3,769,817)
Other Expenses	<u>\$4,363</u>
<b>Total Expenses</b>	<b>(\$2,623,880)</b>
<b>Increase/(Decrease)</b>	<b>\$2,927,784</b>

As mentioned earlier, the CIP transferred four Gillig hybrid buses and one hundred and seventy bus stop signs totaling \$3,769,817 to the TO fund. These buses were designated as replacements for the existing fleet that had reached or surpassed their useful life. Buses 203 and 413 were scrapped in November resulting in a "Gain on Sale of Fixed Assets" of \$2,580. Other buses will be scrapped in December and January to fulfill the diesel (purchased in July) and hybrid bus grant requirements.

FY25 TDA revenue will begin to be recognized in December as TRPA's Governing Board approved TTD's FY25 TDA application.

TTD incurred three payrolls in November, which included the adjustments resulting from the new Collective Bargaining Agreement approved by the Board in November. The retroactive personnel costs of \$60,311 (July 1 through November 1) were paid on the November 15th payroll.

The net result increased Transit's overall fund balance for the year to \$16,200,887, which is \$4,314,843 more than at the start of the fiscal year.

Parking System (PS) Fund-

The Parking System Fund experienced an increase of \$5,714 for November activity. The recap is as follows:

<u>Parking Systems Revenues</u>		<u>Parking Systems Expenses</u>	
Parking Meters	\$16,775	Personnel	\$12,402
Parking Event Fees	\$0	Contracts	\$0
Parking Non-Compliance	\$1,746	Professional Services	(\$2,815)
Interest	<u>\$1,122</u>	Subscriptions, Dues	\$31
		Telephone	\$109
		Admin Fees	\$1,852
		Bank/Credit Card Fees	\$1,868
		Supplies	\$278
		Amortization	\$195
		Other	<u>\$9</u>
<b>Total Revenue</b>	<b>\$19,643</b>	<b>Total Expenses</b>	<b>\$13,929</b>

TRPA was invoiced \$2,935 for reimbursement of the peak season shoulder parking counts conducted by The Great Basin Institute.

JS/ja

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

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

The net result increased Parking System's overall fund balance for the year to \$1,057,858, which is \$233,171 more than at the start of the fiscal year.

**Balance Sheet-**

The detailed balance sheet as of November 30, 2024 is included in Attachment A.

The capital asset balance, net of depreciation and amortization, includes \$14,052,088 in the Transit fund. Should the District choose to liquidate a federalized/state asset, permission from the governmental agency is required and their obligation takes priority.

**Cash Flows –**

Staff has included FY25 cash flows for the governmental funds (General and CIP), along with the enterprise funds (TO and PS) in Attachment B.

**Updated Grant Status Report -**

Staff has updated the Grant Requests/Awards/Closeouts (Attachment C).

**Additional Information:**

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

**Attachments:**

- A. November Financial Statement
- B. FY25 Cash Flow
- C. Updated Grant Status Report

**Tahoe Transportation District  
Balance Sheet  
As of November 30, 2024**

	<b>TOTAL</b>	<b>General</b>	<b>CIP</b>	<b>Transit</b>	<b>PS</b>	<b>GFA</b>
<b>ASSETS</b>						
Cash & Equivalents	3,751,780	1,597,986	(164,780)	1,262,539	1,056,034	0
Accounts Receivable	1,263,817	42,012	506,324	711,040	4,441	
Prepays	240,529	384		240,104	40	
Inventory	366,642			366,642		
*Capital Assets, Net Depreciation and Amortization	14,447,124			14,441,272	5,853	
<b>TOTAL ASSETS</b>	<b>20,069,893</b>	<b>1,640,383</b>	<b>341,545</b>	<b>17,021,597</b>	<b>1,066,368</b>	<b>0</b>
<b>LIABILITIES</b>						
Accounts Payable	388,729	45,641	220,540	118,759	3,790	0
Deferred Revenues	427,469	209,207	113,302	104,960		
Nevada State Bank - LOC						
Subscriptions Payable	366,454			361,782	4,672	
Insurance Payable	66,551			66,551		
EE Compensated Absences	168,321			168,321		48,918
Accrued Interest Payable	387			338	49	
<b>TOTAL LIABILITIES</b>	<b>1,417,911</b>	<b>254,848</b>	<b>333,842</b>	<b>820,711</b>	<b>8,510</b>	<b>48,918</b>
<b>NET POSITION</b>						
Invested in Capital Assets	8,233,332			8,231,175	2,157	
Restricted	927,117			927,117		
Unrestricted	4,773,032	1,222,750		2,727,752	822,530	(39,790)
Assigned	75,849	69,120	6,729			
<b>SUB TOTAL NET POSITION BALANCES</b>	<b>14,009,330</b>	<b>1,291,870</b>	<b>6,729</b>	<b>11,886,043</b>	<b>824,687</b>	<b>(39,790)</b>
<b>FY 25 Increase/(Decrease) to Fund Balance</b>	<b>4,642,652</b>	<b>93,664</b>	<b>974</b>	<b>4,314,843</b>	<b>233,171</b>	<b>(9,128)</b>
<b>TOTAL NET POSITION</b>	<b>18,651,982</b>	<b>1,385,535</b>	<b>7,703</b>	<b>16,200,887</b>	<b>1,057,858</b>	<b>(48,918)</b>
<b>TOTAL LIABILITIES &amp; NET POSITION</b>	<b>20,069,893</b>	<b>1,640,383</b>	<b>341,545</b>	<b>17,021,597</b>	<b>1,066,368</b>	<b>0</b>

\* The capital asset and land balances, net of depreciation/ amortization, include \$14,052,088 in transit fund, \$0 in the governmental-wide fund and \$0 in the Parking Systems 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.

**Tahoe Transportation District  
Statement of Operations  
July 1, 2024 through November 30, 2024**

	<b>TOTAL</b>	<b>General</b>	<b>CIP</b>	<b>Transit</b>	<b>PS</b>	<b>GFA</b>
<b>Revenues</b>						
Federal Grants	7,537,676		6,043,280	1,494,396	0	0
State Funding	724,608	144,375	230,136	350,097		
Contributions	9,871		9,871			
Local Revenues	22,918	22,918				
General Revenues	15,390	500		14,890		
Charges for Services	466,524	79,234		(48)	387,338	
Special Items	37,076	9,864	1,291	19,882	6,039	
Pass-Through Revenue						
<b>TOTAL REVENUES</b>	<b>8,814,064</b>	<b>256,891</b>	<b>6,284,577</b>	<b>1,879,218</b>	<b>393,377</b>	<b>0</b>
<b>Expenses</b>						
Personnel	2,163,921	220,430	62,807	1,833,530	47,155	0
Personnel - Compensated Absences	62,961			62,961		9,128
Contracts	664,613		620,988		43,625	
Fuel	138,659			138,659		
Depreciation, Amortization, Warranty	421,789			420,814	976	
Other Operating	700,028	124,480	8,288	498,859	68,402	
ICAP - 10%		(182,338)	6,281	176,057		
Capital Outlay	15,861			15,861		
Interest	3,577	1		3,528	49	
Other Funding Sources		654	5,585,240	(5,585,895)		
Pass-Through Expenses						
<b>TOTAL EXPENSES</b>	<b>4,171,411</b>	<b>163,227</b>	<b>6,283,604</b>	<b>(2,435,625)</b>	<b>160,206</b>	<b>9,128</b>
<b>FY 25 Increase / (Decrease) to Fund Balance</b>						
	<b>4,642,652</b>	<b>93,664</b>	<b>974</b>	<b>4,314,843</b>	<b>233,171</b>	<b>(9,128)</b>

JS/ja

**Tahoe Transportation District  
General Fund  
Statement of Operations  
July 1, 2024 through November 30, 2024**

	General Fund Activity				Actual vs Budget			Program YTD
	1st Qtr	Oct	Nov	2nd Qtr	YEAR TO	Board	Var %	District Ops
					DATE	Approved Budget		
<b>Revenues</b>								
<b>General Revenues</b>								
State Revenue - NV	86,625	28,875	28,875	57,750	144,375	330,000	43.75%	144,375
Local Revenues	13,750	4,584	4,584	9,168	22,918	175,000	13.10%	22,918
Contributions						21,500	0.00%	
Miscellaneous	500				500	1,000	50.00%	500
<b>Total General Revenues</b>	<b>100,875</b>	<b>33,459</b>	<b>33,459</b>	<b>66,918</b>	<b>167,793</b>	<b>527,500</b>	<b>31.81%</b>	<b>167,793</b>
<b>Charges for Services</b>								
Administrative Fees	31,459	5,422	1,852	7,274	38,734	49,554	78.16%	38,734
Rental Car Mitigation Fees	33,582	5,070	1,848	6,918	40,500	85,000	47.65%	40,500
<b>Total Charges for Services</b>	<b>65,041</b>	<b>10,492</b>	<b>3,700</b>	<b>14,192</b>	<b>79,234</b>	<b>134,554</b>	<b>58.89%</b>	<b>79,234</b>
<b>Special Items</b>								
Sale of Fixed Assets								
Interest Revenue	5,776	2,123	1,965	4,088	9,864	12,000	82.20%	9,864
<b>Total Special Revenues</b>	<b>5,776</b>	<b>2,123</b>	<b>1,965</b>	<b>4,088</b>	<b>9,864</b>	<b>12,000</b>	<b>82.20%</b>	<b>9,864</b>
<b>TOTAL REVENUES</b>	<b>171,692</b>	<b>46,075</b>	<b>39,124</b>	<b>85,199</b>	<b>256,891</b>	<b>674,054</b>	<b>38.11%</b>	<b>256,891</b>
<b>Expenses</b>								
<b>Operating</b>								
Personnel	117,452	39,142	63,836	102,978	220,430	587,903	37.49%	220,430
Admin Support	(96,194)	(33,166)	(52,978)	(86,144)	(182,338)	(301,709)	60.44%	(182,338)
Repairs & Maintenance						15,000	0.00%	
Insurance	8,531	3,088	3,088	6,175	14,706	39,240	37.48%	14,706
Facility Rent	11,077	3,692	3,692	7,385	18,462	49,200	37.52%	18,462
Telephone	4,286	1,229	1,229	2,458	6,745	15,846	42.56%	6,745
Supplies	3,988	2,408	1,320	3,728	7,716	28,300	27.27%	7,716
Advertising & Public Relations						1,500	0.00%	
Reproduction & Printing						750	0.00%	
Postage						425	0.00%	
Dues, Subscriptions & Publications	8,523	1,173	1,516	2,689	11,213	21,006	53.38%	11,213
License & Permits							100.00%	
Professional Services/Contracts	3,944	1,702	511	2,212	6,156	34,475	17.86%	6,156
Legal Services	3,512	5,455	1,185	6,640	10,152	25,000	40.61%	10,152
Auditing Services	16,500	8,000		8,000	24,500	37,910	64.63%	24,500
Bank Fee / CC Fees	202	78	86	165	366	3,200	11.44%	366
Transit Management - No Shore			20,000	20,000	20,000	20,000	100.00%	20,000
Training	560				560	6,500	8.62%	560
Travel		294	2,001	2,295	2,295	11,100	20.68%	2,295
Events	66	267		267	333	1,500	22.21%	333
Miscellaneous Expenses	652	276	348	624	1,276	23,500	5.43%	1,276
<b>Total Operating</b>	<b>83,099</b>	<b>33,638</b>	<b>45,834</b>	<b>79,472</b>	<b>162,572</b>	<b>620,646</b>	<b>26.19%</b>	<b>162,572</b>
<b>Capital Outlay</b>								
Office & Equipment over \$5000	0	0	0	0	0	0	100.00%	0
Office & Equipment under \$5000								
CIP over \$5000								
Reimbursed Capital Expenses								
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>

**Tahoe Transportation District  
General Fund  
Statement of Operations  
July 1, 2024 through November 30, 2024**

	General Fund Activity				Actual vs Budget			Program YTD
	1st Qtr	Oct	Nov	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	District Ops
<b>Interest</b>								
Interest Expense	0	1	0	1	1	1,000	0.08%	1
<b>Total Interest Expense</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>1,000</b>	<b>0.08%</b>	<b>1</b>
<b>Other Financing Sources</b>								
Preventive Maint (In)						0	100.00%	
Capital Outlay (In) Out								
Transfer (In) Out	632	10	13	23	654	16,206	4.04%	654
<b>Total Other Financing Sources</b>	<b>632</b>	<b>10</b>	<b>13</b>	<b>23</b>	<b>654</b>	<b>16,206</b>	<b>4.04%</b>	<b>654</b>
<b>TOTAL EXPENSES</b>	<b>83,731</b>	<b>33,648</b>	<b>45,847</b>	<b>79,496</b>	<b>163,227</b>	<b>637,852</b>	<b>25.59%</b>	<b>163,227</b>
<b>Increase/(Decrease) to Fund Balance</b>	<b>87,961</b>	<b>12,426</b>	<b>(6,723)</b>	<b>5,703</b>	<b>93,664</b>	<b>36,202</b>	<b>258.73%</b>	<b>93,664</b>

**Tahoe Transportation District  
CIP Fund  
Statement of Operations  
July 1, 2024 through November 30, 2024**

	CIP Fund			Actual vs Budget			Program YTD							
	1st Qtr	Oct	Nov	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Stateline Bikeway (Parking Lots)	Facility Plans, IMH, SMH, Upgrade, EV	SMART	Transit Ops Projects	Program Total
<b>Revenues</b>														
<b>Capital Grant &amp; Contributions</b>														
Surface Transportation Program (STP)	84,169	96,426	115,237	211,663	295,832	4,443,240	6.66%	40,748	12,435	189,520	53,128	0	0	295,832
Congestive Mitigation & Air Quality (CMAQ)	5,295	75	93	168	5,462	362,719	1.51%	5,462						5,462
Fish & Wildlife Services Fund	4,986	1,189	3,054	4,243	9,229	73,567	12.55%				9,229			9,229
US Dept of Transportation - SMART	109,030	19,690	17,599	37,290	146,320	768,023	19.05%					146,320		146,320
Highway Infrastructure Pgm (HIP)		58	102	160	160	345,655	0.05%			160				160
Infrastructure - COVID	3,893	8,516	6,626	15,142	19,035	90,177	21.11%			19,035				19,035
Carbon Pollution Reduction Grant (CPRG)		379	659	1,037	1,037		-100.00%			1,037				1,037
Federal Transportation Administration	2,092,244		3,473,961	3,473,961	5,566,205	7,848,499	70.92%						5,566,205	5,566,205
Transportation Alternative Programs (TAP)	121,742	8,081	10,179	18,259	140,001	490,449	28.55%			140,001				140,001
CA Sustainable Transportation Planning	34,314	11,065	816	11,882	46,195	105,201	43.91%				46,195			46,195
CA SB 125 - Transit & Rapid Rail						1,091,743	0.00%							
Washoe County	6,407	425	536	961	7,368	35,810	20.58%			7,368				7,368
Douglas County	1,080	989	727	1,716	2,796	13,659	20.47%				2,796			2,796
State of Good Repair	33,775				33,775	100,000	33.78%						33,775	33,775
Contributions	917	3,814	5,140	8,953	9,871	144,551	6.83%			9,871				9,871
<b>Total Capital Grants &amp; Contributions</b>	<b>2,497,851</b>	<b>150,707</b>	<b>3,634,728</b>	<b>3,785,435</b>	<b>6,283,287</b>	<b>15,913,293</b>	<b>39.48%</b>	<b>46,210</b>	<b>12,435</b>	<b>366,992</b>	<b>111,349</b>	<b>146,320</b>	<b>5,599,980</b>	<b>6,283,287</b>
<b>Special Items</b>														
Interest Revenue	808	255	228	483	1,291	782	165.05%	0	0	1,065	226	0	0	1,291
<b>Total Special Items</b>	<b>808</b>	<b>255</b>	<b>228</b>	<b>483</b>	<b>1,291</b>	<b>782</b>	<b>165.05%</b>	<b>0</b>	<b>0</b>	<b>1,065</b>	<b>226</b>	<b>0</b>	<b>0</b>	<b>1,291</b>
<b>TOTAL REVENUES</b>	<b>2,498,659</b>	<b>150,963</b>	<b>3,634,956</b>	<b>3,785,918</b>	<b>6,284,577</b>	<b>15,914,075</b>	<b>39.49%</b>	<b>46,210</b>	<b>12,435</b>	<b>368,057</b>	<b>111,575</b>	<b>146,320</b>	<b>5,599,980</b>	<b>6,284,577</b>
<b>Expenses</b>														
Personnel	29,175	11,943	21,689	33,632	62,807	499,818	12.57%	4,933	2,884	28,254	16,320	10,415	0	62,807
Contract Services	344,751	139,209	137,029	276,238	620,988	8,217,660	7.56%	40,784	9,917	336,154	99,270	134,863		620,988
Reproduction & Printing						5,397	0.00%							
Rent Meeting Room						3,517	0.00%							
Supplies						3,815	0.00%							
License & Permits						5,750	0.00%							
Advertising / Outreach	111				111	14,112	0.79%				111			111
Postage						1,000	0.00%							
Utilities							100.00%							
Professional Services	8,100				8,100	112,385	7.21%						8,100	8,100
Administrative Fees							100.00%							
Bank Fees	28	9	10	19	48	12	396.58%			39	8			48
Training						6,662	0.00%							
Travel - Per Diem						9,594	0.00%							
Travel - Commercial Air						8,992	0.00%							
Travel - Auto		29		29	29	3,393	0.85%			29				29
Miscellaneous							100.00%							
Dues & Subscriptions							100.00%							
Interest							100.00%							
ICAP - 10%	2,873	1,239	2,169	3,408	6,281	51,709	12.15%	493	288	2,825	1,632	1,042		6,281
<b>Total Operating</b>	<b>385,038</b>	<b>152,430</b>	<b>160,896</b>	<b>313,326</b>	<b>698,363</b>	<b>8,943,816</b>	<b>7.81%</b>	<b>46,210</b>	<b>13,090</b>	<b>367,301</b>	<b>117,342</b>	<b>146,320</b>	<b>8,100</b>	<b>698,363</b>

JS/ja



**Tahoe Transportation District  
CIP Fund  
Statement of Operations  
July 1, 2024 through November 30, 2024**

	CIP Fund			Actual vs Budget			Program YTD							
	1st Qtr	Oct	Nov	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	US 50	Regional Revenue - Rec Travel	Stateline to Stateline Bikeway (Parking Lots)	Facility Plans, IMH, SMH, Upgrade, EV	SMART	Transit Ops Projects	Program Total
<b>Capital Outlay</b>														
Equipment over \$5000	2,459,444	0	3,753,956	3,753,956	6,213,400	7,884,461	78.81%	0	0	0	0	0	6,213,400	6,213,400
Equipment under \$5000			15,861	15,861	15,861	77,381	20.50%						15,861	15,861
CIP Over \$5000							100.00%							
Reimb Capital Expenses	(2,459,444)		(3,769,817)	(3,769,817)	(6,229,261)	(7,961,842)	78.24%						(6,229,261)	(6,229,261)
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other Financing Sources</b>														
Preventive Maint (In)	0	0	0	0	0	0	100.00%	0	0	0	0	0	0	0
Capital Outlay (In) Out	2,459,444		3,769,817	3,769,817	6,229,261	7,961,842	78.24%						6,229,261	6,229,261
Transfer (In) Out	(346,602)	(1,443)	(295,975)	(297,419)	(644,021)	(992,353)	64.90%		(654)		(5,985)		(637,381)	(644,021)
<b>Total Other Financing Sources</b>	<b>2,112,842</b>	<b>(1,443)</b>	<b>3,473,842</b>	<b>3,472,399</b>	<b>5,585,240</b>	<b>6,969,489</b>	<b>80.14%</b>	<b>0</b>	<b>(654)</b>	<b>0</b>	<b>(5,985)</b>	<b>0</b>	<b>5,591,880</b>	<b>5,585,240</b>
<b>TOTAL EXPENSES</b>	<b>2,497,880</b>	<b>150,986</b>	<b>3,634,738</b>	<b>3,785,724</b>	<b>6,283,604</b>	<b>15,913,305</b>	<b>39.49%</b>	<b>46,210</b>	<b>12,435</b>	<b>367,301</b>	<b>111,357</b>	<b>146,320</b>	<b>5,599,980</b>	<b>6,283,604</b>
<b>Increase / (Decrease) to Fund Balance</b>	<b>780</b>	<b>(24)</b>	<b>218</b>	<b>194</b>	<b>974</b>	<b>770</b>	<b>126.43%</b>	<b>0</b>	<b>0</b>	<b>756</b>	<b>218</b>	<b>0</b>	<b>0</b>	<b>974</b>

JS/ja

Tahoe Transportation District  
 Transit Fund  
 Statement of Operations  
 July 1, 2024 through November 2024

	TO Fund Activity				Actual vs Budget			Program YTD
	1st Qtr	Oct	Nov	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
<b>Revenues</b>								
<b>Grants &amp; Contributions</b>								
FTA 5311	288,449	132,193	187,412	319,605	608,054	1,196,991	50.80%	608,054
FTA 5307	619,297	228,432		228,432	847,729	4,693,438	18.06%	847,729
FTA 5310		9,060	28,950	38,010	38,010	28,950	131.30%	38,010
RTAP		603		603	603	0	-100.00%	603
TDA - LTF						1,200,000	0.00%	
TDA - STA						700,000	0.00%	
CA SB 125 - Transit & Rail						500,000	0.00%	
LCTOP	86,014	79,474	75,075	154,549	240,562	279,000	86.22%	240,562
NV State Parks	85,000				85,000	85,000	100.00%	85,000
El Dorado County	8,958	7,718	7,298	15,016	23,975	5,000	479.49%	23,975
Solar Renewable Energy Credits	(48)				(48)	10,000	-0.48%	(48)
Sac Emergency Clean Air							100.00%	
Hybrid Voucher Incentive Pgm							100.00%	
Contributions							100.00%	
<b>Total Grants &amp; Contributions</b>	<b>1,087,671</b>	<b>457,480</b>	<b>298,735</b>	<b>756,215</b>	<b>1,843,886</b>	<b>8,698,379</b>	<b>21.20%</b>	<b>1,843,886</b>
<b>Charges for Services</b>								
FareBox Revenue	0	0	0	0	0	0	100.00%	0
Pass Sales							100.00%	
Advertising Revenue							100.00%	
<b>Total Charges for Services</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>
<b>Special Items</b>								
Sale of Fixed Assets	556	0	2,025	2,025	2,580	2,500	103.21%	2,580
Miscellaneous	14,679	6	765	771	15,450	120	12874.97%	15,450
Insurance Claim Revenues							100.00%	
Interest Revenue	11,733	3,189	2,380	5,569	17,302	25,000	69.21%	17,302
<b>Total Special Items</b>	<b>26,968</b>	<b>3,195</b>	<b>5,169</b>	<b>8,364</b>	<b>35,332</b>	<b>27,620</b>	<b>127.92%</b>	<b>35,332</b>
<b>Pass Through Revenue</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>
<b>TOTAL REVENUES</b>	<b>1,114,639</b>	<b>460,675</b>	<b>303,904</b>	<b>764,579</b>	<b>1,879,218</b>	<b>8,725,999</b>	<b>21.54%</b>	<b>1,879,218</b>
<b>Expenses</b>								
<b>Operating</b>								
Personnel	1,014,263	328,776	553,452	882,228	1,896,491	5,647,468	33.58%	1,896,491
Contract							100.00%	
Vehicle Fuel	85,084	25,905	27,671	53,576	138,659	400,000	34.66%	138,659
Sales Tax on Fuel	205				205	700	29.29%	205
Repair and Maintenance	52,605	28,931	31,034	59,966	112,571	559,860	20.11%	112,571
Insurance	42,496	16,144	17,150	33,294	75,790	350,000	21.65%	75,790
Reproduction & Printing						2,000	0.00%	
Facility Rent	45,126	15,012	15,012	30,024	75,150	208,496	36.04%	75,150
Facility Utilities	27,397	20,255	13,100	33,355	60,752	167,000	36.38%	60,752
Telephone	12,418	3,982	3,939	7,921	20,340	57,500	35.37%	20,340

Tahoe Transportation District  
 Transit Fund  
 Statement of Operations  
 July 1, 2024 through November 2024

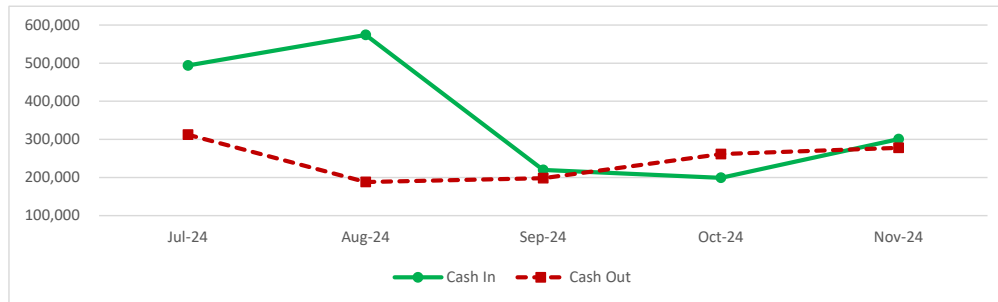
	TO Fund Activity				Actual vs Budget			Program YTD
	1st Qtr	Oct	Nov	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	Transit Operations
Expenses Continued								
Supplies	9,126	5,325	2,799	8,124	17,250	78,250	22.04%	17,250
Advertising & Public Relations	3,641	620	321	942	4,582	100,000	4.58%	4,582
License & Permits	541		104	104	645	1,500	43.00%	645
Dues, Subscriptions and Publications	15,827	2,594	2,599	5,193	21,021	38,500	54.60%	21,021
Professional Services	56,011	16,557	17,669	34,226	90,237	285,250	31.63%	90,237
Bank Fees	1,963	859	622	1,481	3,444	7,000	49.20%	3,444
Training	2,265	439		439	2,704	22,672	11.93%	2,704
Travel	5,340	2,553	2,539	5,092	10,432	35,044	29.77%	10,432
Reimbursed Travel			231	231	231		100.00%	231
Miscellaneous Expenses	4,066	2,101	868	2,969	7,035	74,898	9.39%	7,035
ICAP - 10%	93,321	31,927	50,809	82,736	176,057	250,000	70.42%	176,057
Depreciation/Amortization/Warranty	240,686	85,933	94,194	180,127	420,814	1,305,908	32.22%	420,814
<b>Total Operating</b>	<b>1,712,379</b>	<b>587,915</b>	<b>834,114</b>	<b>1,422,029</b>	<b>3,134,408</b>	<b>9,592,046</b>	<b>32.68%</b>	<b>3,134,408</b>
Capital Outlay								
Equipment under \$5000	0	0	15,861	15,861	15,861	77,381	20.50%	15,861
Disposal of Fixed Assets							100.00%	
Reimbursed Capital Expenses							100.00%	
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>15,861</b>	<b>15,861</b>	<b>15,861</b>	<b>77,381</b>	<b>20.50%</b>	<b>15,861</b>
Other Financing Sources								
Capital Outlay (In) Out	(2,459,444)	0	(3,769,817)	(3,769,817)	(6,229,261)	(7,961,842)	78.24%	(6,229,261)
Transfer (In) Out	345,971	1,434	295,962	297,396	643,366	976,147	65.91%	643,366
<b>Total Other Financing Sources</b>	<b>(2,113,473)</b>	<b>1,434</b>	<b>(3,473,855)</b>	<b>(3,472,422)</b>	<b>(5,585,895)</b>	<b>(6,985,695)</b>	<b>79.96%</b>	<b>(5,585,895)</b>
Pass Through Expenses	0	0	0	0	0	0	100.00%	0
<b>TOTAL EXPENSES</b>	<b>(401,094)</b>	<b>589,348</b>	<b>(2,623,880)</b>	<b>(2,034,532)</b>	<b>(2,435,625)</b>	<b>2,683,732</b>	<b>-90.76%</b>	<b>(2,435,625)</b>
Increase / Decrease) to Fund Balance	1,515,733	(128,673)	2,927,784	2,799,111	4,314,843	6,042,267	71.41%	4,314,843

Tahoe Transportation District  
 Parking Systems Fund  
 Statement of Operations  
 July 1, 2024 through November 30, 2024

	Parking System Activity				Actual vs Budget			Parking Systems		
	1st Qtr	Oct	Nov	2nd Qtr	YEAR TO DATE	Board Approved Budget	Var %	PS Ops	PS NC	Program YTD
<b>Revenues</b>										
Charges for Services										
Parking Ops - Meters	303,151	50,267	16,775	67,042	370,192	454,642	81.42%	370,192	0	370,192
Parking Ops - Events	450				450	900	50.00%	450		450
Parking Non Compliance	10,993	3,958	1,746	5,703	16,696	40,000	41.74%		16,696	16,696
<b>Total Charges for Services</b>	<b>314,593</b>	<b>54,224</b>	<b>18,520</b>	<b>72,745</b>	<b>387,338</b>	<b>495,542</b>	<b>78.16%</b>	<b>370,642</b>	<b>16,696</b>	<b>387,338</b>
Special Items										
Misc Revenue			0	0	0	0	100.00%	0	0	0
Interest Revenue	3,698	1,218	1,123	2,341	6,039	14,000	43.14%	6,039		6,039
<b>Total Special Revenues</b>	<b>3,698</b>	<b>1,218</b>	<b>1,123</b>	<b>2,341</b>	<b>6,039</b>	<b>14,000</b>	<b>43.14%</b>	<b>6,039</b>	<b>0</b>	<b>6,039</b>
<b>TOTAL REVENUES</b>	<b>318,291</b>	<b>55,443</b>	<b>19,643</b>	<b>75,086</b>	<b>393,377</b>	<b>509,542</b>	<b>77.20%</b>	<b>376,681</b>	<b>16,696</b>	<b>393,377</b>
<b>Expenses</b>										
Personnel	26,289	8,463	12,402	20,865	47,155	93,896	50.22%	25,811	21,344	47,155
Contracts	43,625				43,625	157,050	27.78%	43,625		43,625
Professional Services	11,689	3,951	(2,815)	1,136	12,825	57,980	22.12%	11,626	1,199	12,825
Insurance							100.00%			
Telephone	496	87	109	195	691	2,000	34.55%	346	346	691
Subscriptions, Publications, Dues	160	31	31	62	222	600	36.95%	111	111	222
License & Permits	250				250	200	125.00%	250		250
Equipment Not Transferred							100.00%			
Supplies			278	278	278	2,000	13.91%	278		278
Repairs & Maintenance						2,500	0.00%			
Admin Fees	31,459	5,422	1,852	7,274	38,734	49,554	78.16%	37,064	1,670	38,734
Travel - Auto		212		212	212	500	42.42%	104	108	212
Bank / CC Fees	10,719	2,603	1,868	4,471	15,190	28,000	54.25%	15,190		15,190
Misc Fees							100.00%			
Interest	29	10	10	19	49		100.00%	49		49
Amortization	585	195	195	390	976		100.00%	976		976
<b>TOTAL OPERATING EXPENSES</b>	<b>125,302</b>	<b>20,975</b>	<b>13,929</b>	<b>34,904</b>	<b>160,206</b>	<b>394,280</b>	<b>40.63%</b>	<b>135,429</b>	<b>24,777</b>	<b>160,206</b>
Capital Outlay										
Equipment over \$5000	0	0	0	0	0	0	100.00%	0	0	0
Equipment under \$5000							100.00%			
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>
Other Funding Sources - Revenues										
Revenues										
Capital (In) Out	0	0	0	0	0	0	100.00%	0	0	0
Transfers (In) Out							100.00%			
<b>Total Other Financing Sources</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100.00%</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Expenses and Other Funding Sources</b>	<b>125,302</b>	<b>20,975</b>	<b>13,929</b>	<b>34,904</b>	<b>160,206</b>	<b>394,280</b>	<b>41%</b>	<b>135,429</b>	<b>24,777</b>	<b>160,206</b>
<b>Increase / (Decrease) to Fund Balance</b>	<b>192,990</b>	<b>34,467</b>	<b>5,714</b>	<b>40,182</b>	<b>233,171</b>	<b>115,262</b>	<b>202.30%</b>	<b>241,252</b>	<b>(8,081)</b>	<b>233,171</b>

Tahoe Transportation District  
 Governmental Funds Cash Flow  
 July 1, 2024 through November 30, 2024

**GENERAL FUND**

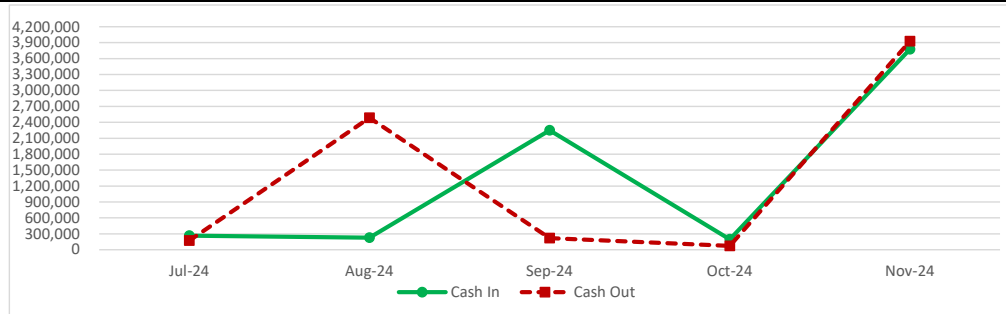


Cash In Source	Total	Transfer from other funds for				Local Revenue / Contributions		Misc Receipts
		RCMF	PR Liab	ICAP	Admin Fees	LOC		
Jul-24	493,971	0	177,603	24,243	12,379	12,500	267,246	
Aug-24	574,017	16,140	158,163	35,076	11,424	351,500	1,714	
Sep-24	219,941	6,330	166,467	36,874	7,656	0	2,614	
Oct-24	199,120	4,758	153,650	33,166	5,422	0	2,123	
Nov-24	300,609	0	243,814	52,978	1,852	0	1,965	

Cash Out Source	Total	Match To		Vendor		LOC	Net
		Net Payroll	PR Liabilities	CIP	Payments		
Jul-24	312,319	27,460	233,784.69	389.89	50,684.13		181,653
Aug-24	188,154	25,352	151,687.85	39.44	11,074.50		385,864
Sep-24	198,422	22,517	161,935.33	202.18	13,767.66		21,519
Oct-24	261,409	22,500	213,574.11	9.62	25,325.30		(62,289)
Nov-24	277,990	36,643	223,691.62	13.35	17,641.70		22,619

**CIP FUND**



Cash In Source	Total	NDOT - FTA				Contrib /Other		Match
		FTA	LOC	Caltrans - US 50 & ZEB	5339, STBG & INFRA	CalOES and US Fish		
Jul-24	263,189	0	0	34,066	114,021	12,392	(265,009)	367,719
Aug-24	226,151	111,110	0	13,744	95,717	0	270	5,310
Sep-24	2,249,924	0	0	34,860	2,203,628	3,839	248	7,348
Oct-24	195,754	109,030	0	17,321	67,705	0	255	1,443
Nov-24	3,776,177	3,400,000	0	25,761	54,212	0	228	295,975

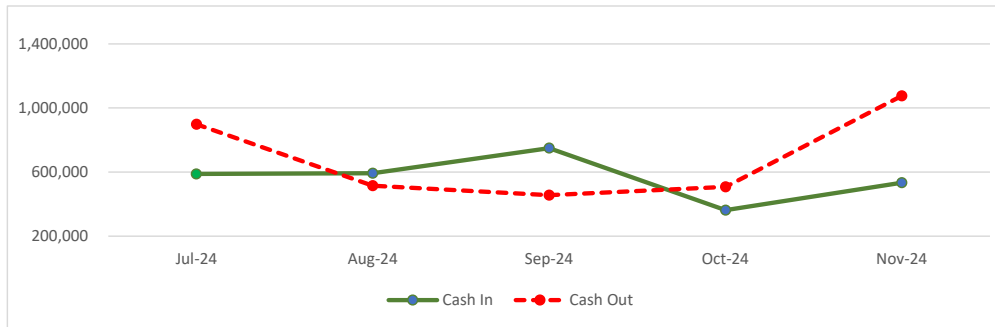
Cash Out Source	Total	Match To		Vendor		LOC	Net
		Net Payroll	PR Liabilities	ICAP	AP		
Jul-24	171,673	6,630	4,367	776	159,899		91,517
Aug-24	2,485,038	6,262	3,847	1,011	2,473,918		(2,258,887)
Sep-24	220,332	7,184	4,120	1,086	207,943		2,029,592
Oct-24	72,802	7,558	4,385	1,239	59,620		122,952
Nov-24	3,926,130	13,913	7,776	2,169	3,902,273		(149,953)

JS/ja

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

Tahoe Transportation District  
Enterprise Funds Cash Flow  
July 1, 2024 through November 30, 2024

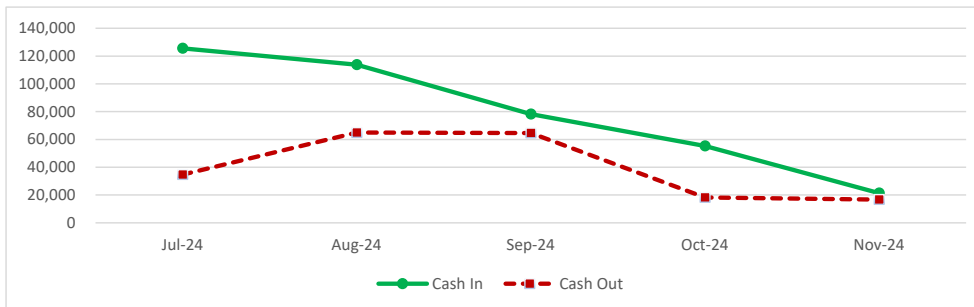
**TRANSIT OPERATIONS FUND**



Cash In Source	Total	FTA 5307	NDOT 5311	TDA incl SGR	Insurance Claims	Farebox Contributions	Misc Receipts	Interest	Sale of Fixed Asset
Jul-24	588,256	220,236	268,416	95,618	0	0	0	3,986	0
Aug-24	592,187	379,212	194,065	0	0	533	14,661	3,716	0
Sep-24	749,320	282,241	164,482	229,077	0	70,000	0	3,521	0
Oct-24	362,468	110,292	163,456	0	0	85,000	531	3,189	0
Nov-24	534,007	226,764	603	0	0	0	302,039	2,380	2,221

Cash Out Source	Total	Net Payroll	PR Liabilities	ICAP	AP	Match	Net
Jul-24	899,074	195,007	170,918	23,467	142,353	367,329	(310,819)
Aug-24	514,455	189,411	151,235	34,065	134,472	5,271	77,732
Sep-24	455,973	199,285	158,591	35,788	55,162	7,146	293,347
Oct-24	508,270	181,699	146,626	31,927	146,585	1,434	(145,802)
Nov-24	1,075,820	304,731	232,303	50,809	192,014	295,962	(541,813)

**PARKING SYSTEMS FUND**



Cash In Source	Total	Parking Meter Revenue	Non-Comp Revenue	Contributions	Misc Receipts	Interest
Jul-24	125,554	121,061	3,181	0	0	1,313
Aug-24	113,847	109,654	2,968	0	0	1,225
Sep-24	78,272	72,940	4,172	0	0	1,160
Oct-24	55,256	50,267	3,771	0	0	1,218
Nov-24	21,369	16,775	3,471	0	0	1,123

Cash Out Source	Total	Net Payroll	PR Liabilities	Vendor Payments	Admin Fees	Net
Jul-24	34,741	6,654	3,053	12,655	12,379	90,813
Aug-24	64,979	7,235	3,080	43,240	11,424	48,868
Sep-24	64,633	6,245	2,672	48,060	7,656	13,639
Oct-24	18,243	5,824	2,639	4,357	5,422	37,013
Nov-24	16,721	8,667	3,735	2,467	1,852	4,648

JS/ja

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

Grant Status Report		February 2025										
	Funder	Work Program	Grant Name	Project	\$\$ Requested	Min Match %	Match \$\$	Match From	Submitted	Award Date	Awarded?	Status
1	TMPO	3.1 - SSCRP	2023 Regional Grant Program-NV	US-50 - Revised Design Phase	\$ 2,975,962	5%	\$ 156,630	Toll credits/ gas tax	Yes - 6/2023	Fall 2023	Yes	Awarded - Pending Agreement Not available until FFY25
2	FTA	4.7 - Transit Operations	FFY2023 CMAQ	Free to User Transit Program - Operations	\$ 1,000,000	50%	\$ 1,000,000	Toll credits	Yes - 11/2023	Spring 2022	Yes	Awarded - Pending Agreement
3	US DOT	3.3.3B NV Stateline to Stateline	RAISE 2024	Sand Harbor to Thunderbird Cove	\$24,026,333	0%	\$ -	N/A	Yes - 02/2024	Jun-24	Yes	Awarded - Pending Agreement
4	CalSTA	4.7 - Transit Operations	SB125 Transit & Intercity Rail Capital Program	Transit Operations	\$ 3,980,000	0%	\$ -	N/A	Yes - 01/2024	Apr-24	Yes	Awarded - Pending Agreement
5	CalSTA	4.3 - Capital Equipment	SB125 Transit & Intercity Rail Capital Program	EV Charging Infrastructure	\$ 1,188,816	0%	\$ -	N/A	Yes - 01/2024	Apr-24	Yes	Awarded - Pending Agreement
6	CalSTA	3.11 - Transit Corp Yard	SB125 Transit & Intercity Rail Capital Program	Existing Maintenance Facility Renovations	\$ 1,550,000	0%	\$ -	N/A	Yes - 01/2024	Apr-24	Yes	Awarded - Pending Agreement
7	Senate Appropriations Committee	3.3.3 NV Stateline to Stateline Bikeway	FY2024 Community Project Funding for Nevada	Thunderbird Cove to Secret Harbor	\$ 5,000,000	0%	\$ -	N/A	Yes - 03/2023	Mar-24	Yes	Awarded - Pending Agreement
8	FTA	4.3 - Capital Equipment	FY2024 5339(c) Low No	Capital Vehicles and Equipment	\$ 7,901,826	15%	\$ 1,204,026	Transportation Development Credits	Yes - 04/2023	Apr-24	Yes	Awarded - Pending Agreement
9	FHWA	3.3.3B NV Stateline to Stateline Bikeway	Active Transportation Infrastructure Investment Program (ATIP)	Sand Harbor to Thunderbird Cove	\$ 7,500,000	20%	\$1,500,000	Conserve NV-requested	Yes - 06/2024	Jan-25	Pending	Pending Decision
10	Senate Appropriations Committee	3.11 - Transit Corp Yard	FY2023 Community Project Funding for Nevada	Transit Maintenance and Admin Facility	\$ 2,000,000	20%	\$ 400,000	N/A	Yes - 04/2022	Mar-24	Yes	Awarded - Pending Agreement
11	DCNR	3.3.3B NV Stateline to Stateline Bikeway	NV Conservation & Recreation Fund	Sand Harbor to Thunderbird Cove	\$ 2,000,000	10%	\$ 200,000	USFS-SNPLMA	Yes - 10/2024	Nov-24	Yes	Awarded - Pending Agreement
12	NDSL	3.3.3B NV Stateline to Stateline Bikeway	Lake Tahoe License Plate Fund	Sand Harbor to Thunderbird Cove	\$ 1,000,000	25%	\$ 333,333	RAISE Grant	Yes - 11/2024	Early 2025	Pending	Pending Decision
13	Senate Appropriations Committee	3.11 - Transit Corp Yard	FY2025 Community Project Funding for Nevada	Transit Maintenance and Admin Facility	\$ 2,000,000	20%	\$ 400,000	Douglas County Gas Tax	Yes	Unknown	Pending	Pending Decision
14	Senate Appropriations Committee	3.3.3B NV Stateline to Stateline Bikeway	FY2026 Community Project Funding for Nevada	Sand Harbor to Thunderbird Cove	\$ 5,000,000	5%	\$ 263,158	Conserve Nevada	Due 1/2025	Unknown	Pending	Pending Decision

JS/ja







MEMORANDUM

Date: January 30, 2025

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

From: Chris Jacobs, Operations General Manager

Subject: Review and Recommend the TTD Board of Directors Authorize Issuance of a Contract Award to Safety Kleen for the Delivery of Bulk Automotive Fluids for Transit Operations and Authorize the Acting District Manager to Execute an Agreement in an Amount Not to Exceed \$100,000

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**Action Requested:**

It is requested the Committee recommend the TTD Board of Directors to authorize staff to award a contract to Safety Kleen for the delivery of bulk automotive fluids for Transit Operations and authorize the acting District Manager to execute a two-year contract, with three one-year extension options in an amount not to exceed \$100,000.

**Fiscal Analysis:**

All expenditures associated with this item for the fiscal year are in the approved FY25 budget. The overall cost of this contract (two initial years plus the three one-year options) is estimated at \$100,000. This is an indefinite delivery/indefinite quantity (IDIQ) contract. This type of contract provides for an indefinite quantity of supplies or services during a fixed period. The supplies are priced per unit (Exhibit B of Attachment A) for each period of performance. The quantities of supplies are estimated based on past usage and anticipated future demand.

**Work Program Impact:**

All work associated with these efforts is captured under respective elements of the approved FY25 Work Program, with corresponding allotted staff time under respective projects. Bulk fluids are critical for transit operations and aligns with Strategic Goal SG-3 "Fund and operate regional multi-modal transportation systems."

**Background:**

TTD has purchased bulk fluids from a variety of vendors since assuming direct operations in 2016. Issuing Request for Proposals (RFP) represents Staff's continued effort to acquire goods and services competitively and under contract to increase predictability and consistency in operational expenses, in accordance with Federal Transit Administration's best practices. With periodic competition, businesses will have the pressures of a competitive market to keep prices reasonable.

CJ/ja

AGENDA ITEM: V.B.  
FPC AGENDA ITEM: III.B.

**Discussion:**

On December 20, 2024, Staff issued an RFP for the procurement of bulk fluids. These fluids consist of engine oils, coolant, synthetic automatic transmission fluid, gear oil, diesel exhaust fluid, and windshield wash/de-ice. Staff posted the RFP on TTD's website and directly contacted multiple vendors. Two companies responded: Flyers Energy and Safety Kleen. The proposals were reviewed against the selection criteria. Flyers Energy did not include priced option years in their proposal as required and were thus found unresponsive. Safety Kleen's pricing is fair and reasonable when contrasted to open market sources and TTD's prior purchases and contracts. Staff is recommending a single source award to Safety Kleen. Their proposal, including their pricing structure, is included in the agreement (Attachment A). Staff is recommending a two-year contract with three one-year options to be exercised at the sole discretion of TTD.

**Additional Information:**

If you have any questions or comments regarding this item, please contact Chris Jacobs at (775) 589-5509 or [cjacobs@tahoetransportation.org](mailto:cjacobs@tahoetransportation.org).

**Attachment:**

A. Agreement

**AGREEMENT FOR GOODS AND SERVICES  
BETWEEN  
TAHOE TRANSPORTATION DISTRICT  
AND  
SAFETY-KLEEN**

This Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of February 2025 by and between Tahoe Transportation District, a bi-state special purpose district created by the Tahoe Regional Planning Compact, (“District”) and Safety-Kleen (“Contractor”). District and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

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

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

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

**OPERATIVE PROVISIONS**

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

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for two (2) years, with three (3) one (1) year options, which may be exercised at the sole discretion of the District.

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

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

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

### **SECTION 3. ADDITIONAL SERVICES.**

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

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

(a) Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. Payment under this Agreement shall not exceed one-hundred thousand dollars (\$100,000).

(b) Each month Contractor shall furnish the District an original invoice for all goods and services performed during the preceding month. The invoice shall detail charges by the following categories: Engine Oil 15w40, Coolant, Synthetic ATF, Synthetic Gear Oil 80w90, Diesel Exhaust Fluid, Windshield Wash/De-Ice, and Synthetic Engine Oil. District shall independently review each invoice submitted by the Contractor to determine whether the goods and services performed is in compliance with the provisions of this Agreement. In the event that no charges are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges are disputed by District, the original invoice shall be returned by District to Contractor for correction and resubmission.

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

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

## **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

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

## **SECTION 6. CONTRACTOR'S BOOKS AND RECORDS.**

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

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

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

## **SECTION 7. INDEPENDENT CONTRACTOR.**

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District. Contractor shall have no authority to bind District in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or

against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.

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

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

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

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

#### **SECTION 9. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.**

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

#### **SECTION 10. PREVAILING WAGE LAWS.**

Contractor understands, acknowledges and agrees to comply with any and all applicable state and federal laws requiring payment of prevailing wages for work performed on in connection with publicly-funded projects. Contractor and any subcontractors shall comply with all applicable state and federal prevailing wage rates, statutes, rules and

regulations then in effect if required by state or federal laws or regulations. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply.

#### **SECTION 11. NONDISCRIMINATION.**

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

#### **SECTION 12. UNAUTHORIZED ALIENS.**

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

#### **SECTION 13. CONFLICTS OF INTEREST.**

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

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

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

## **SECTION 14. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.**

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

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

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

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

## **SECTION 15. INDEMNIFICATION.**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but



not limited to officers, agents, employees or sub-contractors of Contractor, in the performance of professional services under this Agreement.

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

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

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

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

**SECTION 16. INSURANCE.**

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

**SECTION 17. ASSIGNMENT.**

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

**SECTION 18. CONTINUITY OF PERSONNEL.**

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

**SECTION 19. TERMINATION OF AGREEMENT.**

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

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

(c) Property of District. Upon termination of this Agreement by either Contractor or District, all property belonging exclusively to District which is in Contractor's possession shall be returned to District. Contractor shall furnish to District a final invoice for work

performed and expenses incurred by Contractor, prepared as set forth in Section 4 “Compensation and Method of Payment” of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 “Compensation and Method of Payment” of this Agreement.

**SECTION 20. DEFAULT.**

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

**SECTION 21. EXCUSABLE DELAYS.**

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

**SECTION 22. COOPERATION BY DISTRICT.**

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

**SECTION 23. NOTICES.**

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

To District:	Tahoe Transportation District Attn: George Fink, Transportation Services Director P.O. Box 499 Zephyr Cove, NV 89448 gfink@tahoetransportation.org
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To Contractor:        Safety-Kleen  
                                  Leonard Lapham  
                                  PO Box 975201  
                                  Dallas, TX 75397-5201  
                                  Lapham.leonard@safety-kleen.com  
                                  781-427-3060

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

**SECTION 24.        AUTHORITY TO EXECUTE.**

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

**SECTION 25.        ADMINISTRATION AND IMPLEMENTATION.**

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

**SECTION 26.        AMENDMENT.**

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

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

**SECTION 27. BINDING EFFECT.**

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

**SECTION 28. FEDERAL PROVISIONS.**

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

**SECTION 29. WAIVER.**

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

**SECTION 30. LAW TO GOVERN; VENUE.**

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

**SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.**

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

**SECTION 32. ENTIRE AGREEMENT.**

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and

supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and District prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

**SECTION 33. SEVERABILITY.**

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

**SECTION 34. CONFLICTING TERMS.**

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

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

**TAHOE TRANSPORTATION DISTRICT**

\_\_\_\_\_  
Jim Marino  
Acting District Manager

**ATTEST:**

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

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT A SCOPE OF WORK**

### **Products**

Provide the following products in the quantities requested: Engine Oil 15w40, Coolant, Synthetic ATF, Synthetic Gear Oil 80w90, Diesel Exhaust Fluid, Windshield Wash/De- Ice, and Synthetic Engine Oil.

### **Delivery**

Provide timely delivery of required fluids to TTD's Corp Yard at 1669 Shop Street, South Lake Tahoe, CA 96150. Delivery charge is included in the price provided in Exhibit B. Off-loading/bulk pumping is included as a part of delivery and is the responsibility of Safety-Kleen.

### **Communication**

Safety-Kleen must have a point of contact that will be available via e-mail or telephone during reasonable business hours.

### **Invoicing**

Safety-Kleen shall invoice TTD in a timely manner after delivery of bulk fluids.

### **Licenses and Permits**

Safety-Kleen must have all federal, state and local licenses and permits necessary to provide the goods and services.



## EXHIBIT B COMPENSATION

### Initial 2 Year Period

#### Engine Oil 15W-40

Must meet CES 20086 requirements

**Brand:** Performance Plus

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Package Qty	Price
Bulk fill per gallon	<u>\$ 11.20</u>
55 gallon drum	<u>\$ 628.00</u>
1 gallon bottle	<u>\$ 13.16</u>

#### Synthetic Engine Oil

Equivalent to Royal Purple/Mobile1

**Brand:** Performance Plus

##### 0W-20

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5 gallon tote	<u>\$ N/A</u>
1 gallon bottle	<u>\$ 15.69</u>
1 quart bottle	<u>\$ 3.46</u>

##### 5W-20

5 gallon tote	<u>\$ N/A</u>
1 gallon bottle	<u>\$ 15.78</u>
1 quart bottle	<u>\$ 3.46</u>

##### 5W-30

1 gallon bottle	<u>\$ 15.78</u>
1 quart bottle	<u>\$ 3.46</u>

##### 15W-40

1 gallon bottle	<u>\$ N/A</u>
1 quart bottle	<u>\$ N/A</u>

#### Coolant

Equivalent to Mobil Delvac

Extended Life - PreDiluted 50/50 mix

**Brand:** Performance Plus

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Bulk fill per gallon	<u>\$ 4.54</u>
55 gallon drum	<u>\$ 350.00</u>

1 gallon bottle \$ N/A

**Synthetic ATF**

Equivalent to Castrol  
TranSynd Synthetic TES 668

**Brand:** Performance Plus

Bulk fill per gallon \$ 15.12

55 gallon drum \$ 847.14

1 gallon bottle \$ 17.21

**Synthetic Gear Oil 80W-90**

Equivalent to Mobile Delvac  
GL-5

**Brand:** Performance Plus

55 gallon drum \$ 916.30

1 gallon bottle \$ N/A

**Synthetic Gear Oil 75W-140**

Equivalent to Mobile Delvac  
GL-5

**Brand:** Performance Plus

5 gallon pail \$ 126.93

1 gallon bottle \$ N/A

**Diesel Exhaust Fluid**

Equivalent to Peak Blue DEF

**Brand:** Performance Plus

Bulk fill per gallon \$ 2.50

55 gallon drum \$ 220.00

2.5 gallon bottle \$ 13.25

**Windshield Wash/De-Ice (-20°)**

**Brand:** Performance Plus

55 gallon drum \$ 186.04

1 gallon bottle \$ N/A

**Option Year 1****Engine Oil 15W-40**Must meet CES 20086  
requirements**Brand:** Performance Plus

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Package Qty	Price
Bulk fill per gallon	<u>\$ 11.76</u>
55 gallon drum	<u>\$ 659.40</u>
1 gallon bottle	<u>\$ 13.82</u>

**Synthetic Engine Oil**Equivalent to Royal  
Purple/Mobile1**Brand:** Performance Plus**0W-20**


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5 gallon tote	<u>\$ N/A</u>
1 gallon bottle	<u>\$ 16.47</u>
1 quart bottle	<u>\$ 3.63</u>

**5W-20**

5 gallon tote	<u>\$ N/A</u>
1 gallon bottle	<u>\$ 16.57</u>
1 quart bottle	<u>\$ 3.63</u>

**5W-30**

1 gallon bottle	<u>\$ 16.57</u>
1 quart bottle	<u>\$ 3.63</u>

**15W-40**

1 gallon bottle	<u>\$ N/A</u>
1 quart bottle	<u>\$ N/A</u>

**Coolant**

Equivalent to Mobil Delvac

Extended Life - PreDiluted 50/50 mix

**Brand:** Performance Plus

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Bulk fill per gallon	<u>\$ 4.77</u>
55 gallon drum	<u>\$ 367.50</u>
1 gallon bottle	<u>\$ N/A</u>

<b>Synthetic ATF</b>	Equivalent to Castrol TranSynd Synthetic TES 668
<b>Brand:</b>	Performance Plus
Bulk fill per gallon	<u>\$ 15.88</u>
55 gallon drum	<u>\$ 889.50</u>
1 gallon bottle	<u>\$ 17.98</u>
<b>Synthetic Gear Oil 80W-90</b>	Equivalent to Mobile Delvac GL-5
<b>Brand:</b>	Performance Plus
55 gallon drum	<u>\$ 962.12</u>
1 gallon bottle	<u>\$ N/A</u>
<b>Synthetic Gear Oil 75W-140</b>	Equivalent to Mobile Delvac GL-5
<b>Brand:</b>	Performance Plus
5 gallon pail	<u>\$ 133.28</u>
1 gallon bottle	<u>\$ N/A</u>
<b>Diesel Exhaust Fluid</b>	Equivalent to Peak Blue DEF
<b>Brand:</b>	Performance Plus
Bulk fill per gallon	<u>\$ 2.63</u>
55 gallon drum	<u>\$ 231.00</u>
2.5 gallon bottle	<u>\$ 13.91</u>
<b>Windshield Wash/De-Ice (-20°)</b>	
<b>Brand:</b>	Performance Plus
55 gallon drum	<u>\$ 195.34</u>
1 gallon bottle	<u>\$ N/A</u>

## Option Year 2

### Engine Oil 15W-40

Must meet CES 20086  
requirements

**Brand:** Performance Plus

Package Qty	Price
Bulk fill per gallon	<u>\$ 12.35</u>
55 gallon drum	<u>\$ 692.37</u>
1 gallon bottle	<u>\$ 14.51</u>

### Synthetic Engine Oil

Equivalent to Royal  
Purple/Mobile1

**Brand:** Performance Plus

#### 0W-20

5 gallon tote	<u>\$ N/A</u>
1 gallon bottle	<u>\$ 17.30</u>
1 quart bottle	<u>\$ 3.81</u>

#### 5W-20

5 gallon tote	<u>\$ N/A</u>
1 gallon bottle	<u>\$ 17.40</u>
1 quart bottle	<u>\$ 3.81</u>

#### 5W-30

1 gallon bottle	<u>\$ 17.40</u>
1 quart bottle	<u>\$ 3.81</u>

#### 15W-40

1 gallon bottle	<u>\$ N/A</u>
1 quart bottle	<u>\$ N/A</u>

### Coolant

Equivalent to Mobil Delvac

Extended Life - PreDiluted 50/50 mix

**Brand:** Performance Plus

Bulk fill per gallon	<u>\$ 5.01</u>
55 gallon drum	<u>\$ 385.88</u>
1 gallon bottle	<u>\$ N/A</u>

<b>Synthetic ATF</b>	Equivalent to Castrol TranSynd Synthetic TES 668
<b>Brand:</b>	Performance Plus
Bulk fill per gallon	<u>\$ 16.67</u>
55 gallon drum	<u>\$ 933.97</u>
1 gallon bottle	<u>\$ 18.87</u>
<b>Synthetic Gear Oil 80W-90</b>	Equivalent to Mobile Delvac GL-5
<b>Brand:</b>	Performance Plus
55 gallon drum	<u>\$ 1,010.22</u>
1 gallon bottle	<u>\$ N/A</u>
<b>Synthetic Gear Oil 75W-140</b>	Equivalent to Mobile Delvac GL-5
<b>Brand:</b>	Performance Plus
5 gallon pail	<u>\$ 139.94</u>
1 gallon bottle	<u>\$ N/A</u>
<b>Diesel Exhaust Fluid</b>	Equivalent to Peak Blue DEF
<b>Brand:</b>	Performance Plus
Bulk fill per gallon	<u>\$ 2.76</u>
55 gallon drum	<u>\$ 242.55</u>
2.5 gallon bottle	<u>\$ 14.61</u>
<b>Windshield Wash/De-Ice (-20°)</b>	
<b>Brand:</b>	Performance Plus
55 gallon drum	<u>\$ 205.11</u>
1 gallon bottle	<u>\$ N/A</u>

**Option Year 3****Engine Oil 15W-40**Must meet CES 20086  
requirements**Brand:** Performance Plus

Package Qty	Price
Bulk fill per gallon	<u>\$ 12.97</u>
55 gallon drum	<u>\$ 726.99</u>
1 gallon bottle	<u>\$ 15.24</u>

**Synthetic Engine Oil**Equivalent to Royal  
Purple/Mobile1**Brand:** Performance Plus**0W-20**

5 gallon tote	<u>\$ N/A</u>
1 gallon bottle	<u>\$ 18.17</u>
1 quart bottle	<u>\$ 4.00</u>

**5W-20**

5 gallon tote	<u>\$ N/A</u>
1 gallon bottle	<u>\$ 18.27</u>
1 quart bottle	<u>\$ 4.00</u>

**5W-30**

1 gallon bottle	<u>\$ 18.27</u>
1 quart bottle	<u>\$ 4.00</u>

**15W-40**

1 gallon bottle	<u>\$ N/A</u>
1 quart bottle	<u>\$ N/A</u>

**Coolant**

Equivalent to Mobil Delvac

Extended Life - PreDiluted 50/50 mix

**Brand:** Performance Plus

Bulk fill per gallon	<u>\$ 5.26</u>
55 gallon drum	<u>\$ 405.17</u>
1 gallon bottle	<u>\$ N/A</u>

**Synthetic ATF**Equivalent to Castrol  
TranSynd Synthetic TES 668**Brand:** Performance Plus

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Bulk fill per gallon	<u>\$ 17.50</u>
55 gallon drum	<u>\$ 980.67</u>
1 gallon bottle	<u>\$ 19.81</u>

**Synthetic Gear Oil 80W-90**Equivalent to Mobile Delvac  
GL-5**Brand:** Performance Plus

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55 gallon drum	<u>\$ 1,060.73</u>
1 gallon bottle	<u>\$ N/A</u>

**Synthetic Gear Oil 75W-140**Equivalent to Mobile Delvac  
GL-5**Brand:** Performance Plus

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5 gallon pail	<u>\$ 146.94</u>
1 gallon bottle	<u>\$ N/A</u>

**Diesel Exhaust Fluid**

Equivalent to Peak Blue DEF

**Brand:** Performance Plus

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Bulk fill per gallon	<u>\$ 2.90</u>
55 gallon drum	<u>\$ 254.68</u>
2.5 gallon bottle	<u>\$ 15.34</u>

**Windshield Wash/De-Ice (-20°)****Brand:** Performance Plus

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55 gallon drum	<u>\$ 215.37</u>
1 gallon bottle	<u>\$ N/A</u>



**EXHIBIT "C"****INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

1. All Coverages.

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

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

2. Commercial General Liability and Automobile Liability Coverages.

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

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

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

d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to District, and its respective elected and appointed officers, officials, employees or volunteers.

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

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

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

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

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

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

## EXHIBIT “D”

### FEDERAL PROVISIONS

1. Incorporation of FTA Terms - The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any District requests which would cause District to be in violation of the FTA terms and conditions.
2. Access to Records. The following access to records requirements apply to this Agreement:
  - a. Where the District is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the District, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
  - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - c. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
3. Civil Rights.
  - a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of

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

- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the Agreement:
- i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with

disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4. Disadvantaged Business Enterprises.

- a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The District's overall goal for DBE participation is 4.8%. 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 the subcontractor's work related to this contract is satisfactorily completed.
- e. The Contractor must promptly notify District whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of District.

- 5. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

6. Federal Changes – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between District and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this Agreement.
7. No Obligation By The Federal Government
  - a. The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
  - b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
8. Program Fraud and False or Fraudulent Statements or Related Acts.
  - a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
  - b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
  - c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is

further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

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

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

(3) Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.



10. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
- (2) Including a “Seat Belt Use” provision in each third party agreement related to the Award.
11. Distracted Driving, Including Text Messaging While Driving – The Recipient agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
- (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and
- (3) The following U.S. DOT Special Provision pertaining to Distracted Driving: (i) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;
- (ii) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
- (iii) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34(b)(3)(i) – (ii) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.
12. 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.

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

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

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

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

15. 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.