

Location:



RENO SPARKS CONVENTION CENTER
4590 S. Virginia Street, Rooms A1+A6, Reno
Date/Time: 10:00 A.M., Friday, March 22, 2024

**REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY**
BOARD MEETING AND WORKSHOP AGENDA

- I. The Reno Sparks Convention Center is accessible to individuals with disabilities. Requests for auxiliary aids to assist individuals with disabilities should be made with as much advance notice as possible. For those requiring hearing or speech assistance, contact Relay Nevada at 1-800-326-6868 (TTY, VCO or HCO). Requests for supporting documents and all other requests should be directed to Michelle Kraus at 775-348-0400 and you will receive a response within five business days. Supporting documents may also be found on the RTC website: www.rtcwashoe.com.
- II. Members of the public in attendance at the meeting may provide public comment (limited to three minutes) after filling out a request to speak form at the meeting. Members of the public may also provide public comment by one of the following methods: (1) emailing comments to rtcpubliccomments@rtcwashoe.com; or (2) leaving a voicemail (limited to three minutes) at (775) 335-0018. Comments received prior to 4:00 p.m. on the day preceding the meeting will be entered into the record.
- III. The Commission may combine two or more agenda items for consideration and/or may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.
- IV. The supporting materials for the meeting will be available at rtcwashoe.com/boardmeetings. In addition, a member of the public may request supporting materials electronically from Michelle Kraus at the following email address: mkraus@rtcwashoe.com.

NO ACTION WILL BE TAKEN AT THIS WORKSHOP
EXCEPT TO APPROVE AGENDA, CONSENT ITEMS AND TO ADJOURN

1. CALL TO ORDER

- 1.1 Roll Call
- 1.2 Pledge of Allegiance

2. PUBLIC COMMENT

Please refer to paragraph II above.

3. APPROVAL OF AGENDA (For Possible Action)

4. CONSENT ITEMS (For Possible Action)

Administration

- 4.1 Approve a contract with Simmons Group to conduct a classification and compensation study for the agency, in an amount not-to-exceed \$182,000. *(For Possible Action)*

Executive

- 4.2 Authorize the Executive Director to negotiate and execute a funding agreement with Placer County to contribute \$150,000 for the provision of the TART Connect (micro transit) service in the Washoe County portion of the Lake Tahoe Basin for a one-year period. *(For Possible Action)*

5. WORKSHOP *(No Action Will be Taken at this Workshop)*

The purpose of the workshop is to discuss and possibly give general direction regarding policy and strategic objectives of the Regional Transportation Commission of Washoe County for the current Fiscal Year 2024 and Fiscal Year 2025, which may include, but not be limited to presentations, review, discussion and possible direction to the Executive Director and staff regarding:

- 5.1 **WELCOME, OPENING REMARKS & STAGE SETTING** – Chair Lawson/Bill Thomas/Erica Olsen
- 5.2 **RTC’S VISION & STRATEGIC GOALS + PROGRESS TO DATE** – Bill Thomas/Erica Olsen
- 5.3 **RTP PROCESS & COMMUNITY INPUT** – Bill Thomas/Xuan Wang/Graham Dollarhide
- 5.4 **ITS DESIRED OUTCOMES, VISION & FUNDING AGREEMENT** – Dale Keller/Alex Wolfson
- 5.5 **ACTIVE TRANSPORTATION PLAN** – Marquis Williams/Sara Going
- 5.6 **CLOSE OUT & SUMMARIZE DIRECTION**

6. PUBLIC COMMENT

Please refer to paragraph II above.

7. ADJOURNMENT *(For Possible Action)*

Posting locations: RTC, 1105 Terminal Way, Reno, NV, RTC website: www.rtcwashoe.com, State website: <https://notice.nv.gov/>



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 3/22/2024

Agenda Item: 4.1

To: Regional Transportation Commission

From: Laura Freed, Director of Administrative Services

SUBJECT: Classification and Compensation Study

RECOMMENDED ACTION

Approve a contract with Simmons Group to conduct a classification and compensation study for the agency, in an amount not-to-exceed \$182,000.

BACKGROUND AND DISCUSSION

The Regional Transportation Commission has not formally evaluated its job classification structure and compensation plan since 2014. This contract will entail an agency-wide, comprehensive study of jobs, positions, job classifications and compensation structure, including fringe benefits and performance pay. Upon completion of the study, the consultant will report out feedback regarding the current structure and pay, with recommendations for the agency's job classification process and any changes recommended to the compensation and fringe benefits offered.

FISCAL IMPACT

Appropriations are available in the FY 2024 budget for this item.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

AGREEMENT FOR GOODS AND SERVICES

RTC EMPLOYEE CLASSIFICATION, COMPENSATION AND FRINGE BENEFIT STUDY

This agreement (“Agreement”) is dated and effective as of _____, 2024, by and between the Regional Transportation Commission of Washoe County, Nevada (“RTC”) and Simmons Group (“Contractor”).

1. Term. The term of this agreement shall commence on the effective date above and shall end on June 30, 2024, unless terminated at an earlier date or extended to a later date, pursuant to the provisions herein..

Scope of Work. Contractor shall provide the goods and services described in the scope of work attached as Exhibit A.

2. Time for Performance. The work shall be completed pursuant to the schedule of tasks and deliverables attached as Exhibit A by June 30, 2024, at the latest.

3. Compensation. RTC shall pay Contractor for the goods and services pursuant to, and in an amount not to exceed, the pricing and fee schedule attached as Exhibit A. Travel costs for Contractor’s employees shall be paid at GSA rates and shall not exceed \$6,000 per employee. In no case shall Contractor be compensated in excess of the following not-to-exceed amounts:

Total services of classification and compensation study:	\$170,000
Travel expenses:	\$ 12,000

4. Proceeding with Work. Contractor shall not proceed with work until both parties have executed this Agreement, Contractor has provided proof of insurance and Nevada business license, and RTC has issued a purchase order. If Contractor proceeds with work before those conditions have been satisfied, Contractor shall forfeit any and all right to reimbursement and payment for work performed during that period. In the event Contractor violates this section, Contractor waives any and all claims and damages against RTC, its employees, agents, and affiliates, including but not limited to monetary damages, and any other remedy available at law or in equity arising under the terms of this Agreement.

5. Invoices/Payment. Contractor shall submit invoices to accountspayable@rtcwashoe.com. RTC’s payment terms are 30 days after the receipt of the invoice. Simple interest will be paid at the rate of half a percent (0.5%) per month on all invoices approved by RTC that are not paid within thirty (30) days of receipt of the invoice.

6. Legal/Regulatory Compliance.

- a. Contractor shall comply with all applicable federal, state and local government laws, regulations and ordinances. Contractor shall be responsible for obtaining all necessary permits and licenses for performance of services under this Agreement. Upon request of RTC, Contractor shall furnish RTC certificates of compliance with all such laws, orders and regulations.

- b. Contractor represents and warrants that none of the services to be rendered pursuant to this Agreement constitute the performance of public work, as that term is defined by Section 338.010(17) of the Nevada Revised Statutes. To the extent Contractor does engage in such public work, Contractor shall be responsible for paying the prevailing wage as required by Chapter 338 of the Nevada Revised Statutes.

7. Insurance. Contractor shall obtain all types and amounts of insurance set forth in Exhibit B, and shall comply with all of its terms. Contractor shall not commence any work or permit any employee/agent to commence any work until satisfactory proof has been submitted to RTC that all insurance requirements have been met.

8. Indemnification. Contractor's obligations are set forth in Exhibit B. Said obligation would also extend to any liability of RTC resulting from any action to clear any lien and/or to recover for damage to RTC property.

9. Termination.

- a. Mutual Assent. This Agreement may be terminated by mutual written agreement of the parties.
- b. Convenience. RTC may terminate this Agreement in whole or in part for convenience upon written notice to Contractor.
- c. Default. Either party may terminate this Agreement for default by providing written notice of termination, provided that the non-defaulting party must first provide written notice of default and give the defaulting party and opportunity to cure the default within a reasonable period of time.

10. Rights, Remedies and Disputes

- a. RTC shall have the following rights in the event that RTC deems the Contractor guilty of a breach of any term under the Agreement:
 - i. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
 - ii. The right to cancel this Agreement as to any or all of the work yet to be performed;
 - iii. The right to specific performance, an injunction or any other appropriate equitable remedy; and
 - iv. The right to money damages.
- b. Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Agreement, which may be committed by RTC, the Contractor expressly agrees that no default, act or omission of RTC shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Agreement (unless RTC directs Contractor to do so) or to suspend or abandon performance.
- c. Disputes arising in the performance of this Agreement that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of RTC's Executive Director. This decision shall be final and conclusive unless within 10 days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to RTC's Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support

of its position. The decision of RTC's Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

- d. Unless otherwise directed by RTC, Contractor shall continue performance under this Agreement while matters in dispute are being resolved.

11. Ownership of Work. Plans, reports, studies, tracings, maps, software, electronic files, licenses, programs, equipment manuals, and databases and other documents or instruments of service prepared or obtained by Contractor in the course of performing work under this Agreement, shall be delivered to and become the property of RTC. Software already developed and purchased by Contractor prior to the execution of the Project that will be used in the Project and services rendered under this Agreement, is excluded from this requirement. Contractor and its sub-contractors shall convey and transfer all copyrightable interests, trademarks, licenses, and other intellectual property rights in such materials to RTC upon completion of all services under this Agreement and upon payment in full of all compensation due to Contractor in accordance with the terms of this Agreement. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, also be provided to RTC.

12. Records. Contractor will permit RTC access to any books, documents, papers and records of Contractor pertaining to this Agreement, and shall maintain such records for a period of not less than three years.

13. Exhibits. The exhibits to this Agreement, and any additional terms and conditions specified therein, are a material part hereof and are incorporated by reference as though fully set forth herein.

14. Exclusive Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior verbal or written statements or agreements between the parties.

15. Amendment. No alteration, amendment or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

16. No Assignment. Contractor shall not assign, sublease, or transfer this Agreement or any interest therein, directly or indirectly by operation of law, without the prior written consent of RTC. Any attempt to do so without the prior written consent of RTC shall be null and void, and any assignee, subleasee, or transferee shall acquire no right or interest by reason thereof.

17. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

18. Venue. Any lawsuit brought to enforce this Agreement shall be brought in the Second Judicial District Court of the State of Nevada, County of Washoe appropriate court in the State of Nevada.

19. Attorneys' Fees. In the event of a dispute between the parties result in a proceeding in any Court of Nevada having jurisdiction, the prevailing party shall be entitled to an award of costs and any reasonable attorneys' fees.

20. Certification Required by Nevada Senate Bill 27 (2017). Contractor expressly certifies and agrees, as a material part of this Agreement, that it is not currently engaged in a boycott of Israel. Contractor further agrees, as a material part of this Agreement, it will not engage in a boycott of Israel

for the duration of this Agreement. If, at any time during the formation or duration of this Agreement, Contractor is engaged or engages in a boycott of Israel, it will constitute a material breach of this Agreement.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

BY: _____
Ed Lawson, Chair, RTC Board of
Commissioners

SIMMONS GROUP

BY: _____
Ann Simmons, CEO

EXHIBIT A



Building Communication | Empowering Leaders | Creating Solutions Together

RTC Washoe County

Compensation Study Agreement

Presented to:

Laura Freed
Director of Administration Services
RTC Washoe County

Via email: lfreed@rtcwashoe.com

November 28, 2023

Presented by:

Ann Simmons Nicholson
President & CEO

6841 S. EASTERN AVE SUITE 103 LAS VEGAS NV 89119

WWW.SIMMONS-GROUP.COM

About Simmons Group and Its Partners:

The Simmons Group (SG) is a full-service strategic planning, human resources, training, talent management, and organizational development company with solutions designed to assist organizations and professionals achieve their highest level of success. Our team of dedicated trainers, coaches, mentors, and human resource experts will work with you to find, design, and execute solutions no matter how big or small the need.

Headquartered in Las Vegas, we work with both domestic and international clients of all sizes across a wide range of industries. Our desire to build continuing relationships with every client ensures that the personal attention provided by Simmons Group doesn't end when our engagement is complete.

Ann Simmons Nicholson - Nicholson has over forty years of Organizational Development, Strategic Planning, Human Resources, Operations and Training experience. Her work has included a broad range of technical functions such as human resources, employee training and development, management and supervisory training, executive coaching, strategic planning, public speaking and communications. Simmons is recognized as a professional who has the unique ability to develop partnerships with clients to obtain maximum results for individuals and the organization.

Skye Skinner - Skinner has more than a decade of experience in Human Resources leadership roles, specializing in organizational development, strategic planning, acquisition and conversion, leadership development, workplace investigations and legal compliance. Skinner has a demonstrated history and passion for developing high-performance teams and is known by colleagues to be a decisive leader whose ability to collaborate and build credibility helps fuel her success. Skinner's focus on fostering a positive and inclusive working environment helps her build positive relationships with board members, executive and managerial leadership, and front-line employees.

Brittney Winters - Winters has a decade of HR experience specializing in human resources operations, culture building, organizational development, recruitment, retention, and compensation and benefits. Her HR knowledge and adaptability to the situational needs of an organization allows her to have significant impact on clients by focusing on their specific challenges and identifying sustainable solutions. Winters has the ability to accurately process and utilize large volumes of HR and training data to convey information in a meaningful way.

Brenna Rowe

Rowe is an accomplished human resources executive with 18 years of experience delivering exceptional HR service across a diverse range of functions and to a broad spectrum of organizations. Specific proficiencies include benefits administration, employee relations, recruiting, HRIS/payroll, training, investigations and labor management & negotiations. Rowe has developed her skills in a variety of industries. She began her HR career in Human Resources in the construction industry. She then served as an Employee Relations Specialist at a University. Since then, Rowe has taken on increasingly responsible roles in local government HR departments, most recently as the Director of Human Resources. Ms. Rowe has also worked in the BPO industry and enjoys building relationships for client success.

Additional information about Simmons Group, its Partners, and other team members please visit www.simmons-group.com.

Scope of Work

Simmons Group will conduct a compensation and classification study for RTC Washoe County. The purpose of evaluating both the classification and compensation systems at the RTC is to address the following key objectives.

- Attract and retain qualified employees by ensuring the agency’s compensation and benefit structure is competitive in the local and regional market.
- Pay salaries in proportion with assigned duties.
- Accurately group job classes with similarly complex duties and responsibilities.
- Provide benefits commensurate with comparable government agencies.
- Provide justifiable pay differential between job classes.
- Ensure that growth opportunities are clearly defined for employees.
- Provide recommendations for RTC to better align its compensation system with public and private sector best practices, particularly with regard to the transportation industry.
- Provide recommendations on a system to supplant the current Pay for Performance calculation used by the RTC.

The Compensation and Classification project will include the following tasks.

A. - PROJECT PLAN AND PROJECT ORENTATION TASKS

Simmons Group will:

1. Provide a project schedule to the Director of Administrative Services no later than 15 days from the date the RTC Board approves SG as the consultant.
2. Coordinate a frequency of reporting to keep the Director of Administrative Services and other agreed to stakeholders apprised of the Class and Comp Study progress.
3. Detail the communications plan for RTC employees to clarify expectations of the process and the outcomes, survey instruments and desk audit interview processes, as well as employees’ roles and tasks. Client to approve all processes in a timely manner to ensure timelines can be met.
4. Provide, either through current resources and/or partner with a third party that has additional resources to identify published and unpublished compensation survey sources (both public sector agencies and private sector firms) as well as primary sources of job information to be utilized by the consultant in performing the study.
5. Identify relevant labor markets to be used by consultant in performing the study, to be approved by RTC.
6. Complete the Study in no more than four (4) months (120 days) from start to finish, with active participation from RTC leadership and employees; include a “Board-ready” comprehensive, business literate, compelling report that clearly summarizes the rationale, approach, and findings, and that results in Board adoption of the report.

5 days @ \$3,000 /day
 Returning Client Discount Laura Freed \$2,000/ day \$10,000

B. - CLASSIFICATION TASKS

Simmons Group will:

1. Develop comprehensive and easily understandable position questionnaires.

2. Conduct Desk Audits of every position in the agency.
3. Conduct structured, one-on-one reviews of job content with supervisors and/or directors.
4. Evaluate FLSA status for each job.
5. Revise all current job descriptions as necessary with updated: Distinguishing Characteristics; Essential Job Functions; Knowledge, Skills, and Abilities; Minimum and Preferred Qualifications; Experience and Training; Working Conditions (physical demands, work environment); and Certifications and Licenses.
6. Create new job descriptions where needed and revise job titles if needed. Descriptions must be consistent with FLSA, EEO, ADA and any other pertinent federal or state legislation and contain all the job description elements listed in item 5 in this section.
7. Clearly distinguish between jobs and positions and identify job families.
8. Identify recommended career promotional paths for each job family.
9. Provide recommendations on staff alignments, reporting relationships, and organizational structure as appropriate.
10. Recommend a process whereby employees may appeal classification issues.
11. Conduct a staffing level analysis of each department based on position assessments, classification, and compensation analysis, and other studies that the bidder's firm has performed on similar government agencies.
12. Provide recommendations on broadening the pool of potential candidates for open positions.

35 days @ \$3,000 /day

Returning Client Discount Laura Freed \$2,000/ day \$70,000

C. COMPENSATION TASKS

Simmons Group will:

1. Review the wage and grade pay plan for both Exempt and Non-Exempt positions and recommend modifications based upon results of completing the tasks listed in Classification Tasks above and objectives listed in SOW.
2. Conduct a comprehensive base salary and benefits survey, including benchmarking local market public sector jobs with the same essential duties and functions.
3. Recommend an appropriate salary range for each position in the RTC based upon the results of the CLASSIFICATION plan tasks listed above, internal relationships, and equity.
4. Conduct the compensation study based upon a 50th percentile compensation strategy.
5. Identify potential pay compaction issues and suggest solutions.
6. Recommend a process by which employees may appeal compensation issues.
7. Develop a system methodology for adding new positions to the organization that helps determine the value of each position in relation to the existing positions and relevant market factors.
8. Evaluate total compensation (Total Rewards) model against local and national markets for comparable employers.
9. Recommend changes to Total Rewards package, including health insurance coverage dates and plan design options.

10. Recommend alternatives to the RTC's current Pay for Performance structure that provide financial incentive for employees to demonstrate superior performance.

35 days @ \$3,000 /day
Returning Client Discount Laura Freed \$2,000/ day \$70,000

D. STUDY CONCLUSION

1. Analyze and present the fiscal impact of the Study recommendations to directors.
2. Provide a written report containing findings and recommendations, including the techniques, methods and data sets, where permitted, used to develop the RTC's Compensation and Classification plan.
3. Provide information to allow RTC staff to conduct individual salary audits, using recommended methods, until the next formal Comp and Class study.
4. May present findings to RTC Board of Commissioners.
5. May present findings to RTC staff.

10 days @ \$3,000 /day
Returning Client Discount Laura Freed \$2,000/ day \$20,000

Maximum Financial Investment Not to Exceed \$170,000
Not including travel costs.

Other Expenses – Team travel expenses, to include coach airfare for North America flights, individual hotel accommodations, rental cars, rideshare or other appropriate transportation, meals, parking, tolls and other customary travel expenses, printing, supplies or additional reasonable approved expenses for the will be billed to RTC Washoe County at actual cost as they arise.

Payment Schedule – RTC Washoe County will be billed a deposit of \$20,000 for the first 10 days of work upon execution of this agreement. After the initial 10 days have been exhausted, client will be billed weekly for hours used. Client will only be billed for time used. Terms are net, 30.

Independent Contractor Status: The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create any form of partnership, principal-agent relationship, employer-employee relations, or joint venture between the parties hereto. Simmons will be responsible for all employment taxes and employment issues with consultants and will indemnify and hold RTC Washoe County harmless from any employment related claims by Simmons' employees.

Assignment and Subcontracting: Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party.

Governing Law / Jurisdiction / Fees: This Agreement will be governed by the laws of the State of Nevada, without application of choice of law principals. Any action shall be brought exclusively in the state or federal courts in the State of Nevada and both parties' consent to the exclusive jurisdiction of such courts. The prevailing party in any such action will be entitled to reasonable attorney's fees and court costs.

Non-solicitation Agreement: RTC Washoe County agrees that upon entering into this contract, and for a period of not less than one (1) year following execution of this Agreement by RTC Washoe County, they will refrain from making offers, enticements and/or inducements to cause employees,

partners or contractors of the Simmons Group to leave the employ of Simmons Group and enter into an employment relationship with RTC Washoe County and/or any subsidiary of RTC Washoe County.

Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.

Bill Thomas – Executive Director
RTC Washoe County

Date

Ann Simmons Nicholson - CEO
Simmons Group

Date

VENDOR TRAVEL EXPENSE REPORT - EXHIBIT A

Purpose of Travel: conduct in person desk audit interviews with RTC staff
 Reimbursement Address: all travel reimbursement requests must be sent to
 Contractor Name:

Time Period	
From	To

Date of Travel	Purpose/Description	Air Transportation	Ground Transportation	Lodging	Meals/B	Meals/L	Meals/D	Incidentals	Daily Total
3/4/2024	Las Vegas to Reno to RTC offices for in-person interviews/desk audits	\$ 159.00	\$ 50.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 403.00
3/5/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 209.00
3/6/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 209.00
3/7/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 209.00
3/8/2024	return to Las Vegas	\$ 201.00	\$ 50.00		\$ 16.00	\$ 17.00		\$ 5.00	\$ 289.00
3/11/2024	Las Vegas to Reno to RTC offices	\$ 191.00	\$ 50.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 435.00
3/12/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 209.00
3/13/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 209.00
3/14/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 209.00
3/15/2024	return to Las Vegas	\$ 219.00	\$ 50.00		\$ 16.00	\$ 17.00		\$ 5.00	\$ 307.00
3/25/2024	Las Vegas to Reno to RTC offices	\$ 191.00	\$ 50.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 435.00
3/26/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 209.00
3/27/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 209.00
3/28/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 209.00
3/29/2024	return to Las Vegas	\$ 221.00	\$ 50.00		\$ 16.00	\$ 17.00		\$ 5.00	\$ 309.00
4/1/2024	Las Vegas to Reno to RTC offices	\$ 191.00	\$ 50.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 435.00
4/2/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 209.00
4/3/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 209.00
4/4/2024	desk audits		\$ 15.00	\$ 125.00	\$ 16.00	\$ 17.00	\$ 31.00	\$ 5.00	\$ 209.00
4/5/2024	return to Las Vegas	\$ 238.00	\$ 50.00		\$ 16.00	\$ 17.00		\$ 5.00	\$ 326.00
		\$ 1,611.00	\$ 580.00	\$ 2,000.00	\$ 320.00	\$ 340.00	\$ 496.00	\$ 100.00	

Don't forget to attach receipts

TOTAL EXPENSES : \$ 5,447.00

Contractor Signature		Date	
RTC Project Manager Signature		Date	

EXHIBIT B

INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS

2022-07-08 Version

1. INTRODUCTION

IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR AT (775) 335-1845.

2. INDEMNIFICATION

CONSULTANT agrees to defend, save and hold harmless and fully indemnify RTC, including their elected officials, officers, employees, and agents (hereafter, "Indemnitees") from and against any and all claims, proceedings, actions, liability and damages, including attorneys' fees and defense costs incurred in any action or proceeding (collectively "Damages") arising out of:

- A. Any breach of duty, neglect, error, misstatement, misleading statement or omission committed in the conduct of CONSULTANT'S profession, work or services rendered by (i) CONSULTANT, its employees, agents, officers, or directors, (ii) subconsultants (hereafter, "Subs"), or (iii) anyone else for which CONSULTANT may be legally responsible; and
- B. The negligent acts of CONSULTANT, its employees, agents, officers, directors, Subs, or anyone else for which CONSULTANT is legally responsible; and
- C. The infringement of any patent or copyright resulting from the use by the Indemnitees of any equipment, part, component or other deliverable (including software) supplied by CONSULTANT under or as a result of this Agreement, but excluding any infringement resulting from the modification or alteration by the Indemnitees of any equipment, part, component, or other deliverable (including software) except as consented to by CONSULTANT.

The Damages shall include, but are not limited to, those resulting from personal injury to any person, including bodily injury, sickness, disease or death and injury to real property or personal property, tangible or intangible, and the loss of use of any of that property, whether or not it is physically injured.

If the Indemnitees are involved in defending actions, CONSULTANT shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay for such services.

If an Indemnitee is found to be liable in the proceeding, then CONSULTANT'S obligation hereunder shall be limited to the proportional share of the liability attributed to CONSULTANT.

In determining whether a claim is subject to indemnification, the incident underlying the claim shall determine the nature of the claim.

In the event of a violation or an infringement under paragraph 2.C above and the use is enjoined, CONSULTANT, at its sole expense, shall either (1) secure for the Indemnitees the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the Indemnitees; or (2) modify the materials so that they become non-infringing. This covenant shall survive the termination of this Agreement.

3. GENERAL REQUIREMENTS

Prior to the start of any work on a RTC project, CONSULTANT shall purchase and maintain insurance of the types and limits as described herein insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONSULTANT.

4. VERIFICATION OF COVERAGE

CONSULTANT shall furnish RTC with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein, on forms acceptable to RTC. All deductibles and self-insured retentions requiring RTC approval shall be shown on the certificate. All certificates and endorsements are to be addressed to RTC's Finance Director and be received by RTC before work commences. Upon request, the CONSULTANT agrees that RTC has the right to review CONSULTANT'S and the Sub's insurance policies, or certified copies of the policies. Copies of applicable policy forms or endorsements confirming required additional insured, waiver of subrogation and notice of cancellation provisions are required to be provided with any certificate(s) evidencing the required coverage.

5. NOTICE OF CANCELLATION

CONSULTANT or its insurers shall provide at least thirty (30) days' prior written notice to RTC prior to the cancellation or non-renewal of any insurance required under this Agreement. An exception may be included to provide at least ten (10) days' written notice if cancellation is due to non-payment of premium. CONSULTANT shall be responsible to provide prior written notice to RTC as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

6. SUBCONSULTANTS & SUBCONTRACTORS

CONSULTANT shall include all Subcontractors and Subconsultants (referred to collectively as "Subs") as insureds under its liability policies OR shall cause Subs employed by CONSULTANT to purchase and maintain separate liability coverages and limits of the types specified herein. If any Subs maintain separate liability coverages and limits, each shall include the RTC as additional insureds under its commercial general liability policy, subject to the same requirements stated herein, without requiring a written contract or agreement between each of the additional insureds and any sub-consultant or sub-contractor. Any separate coverage limits of liability maintained by Subs shall be at least **\$1,000,000** per occurrence and at least **\$2,000,000** for any applicable coverage aggregates or the amount customarily carried by the Sub, whichever is GREATER. If

any Subs provide their own insurance with limits less than required of the Contractor, Contractor shall include Subs in their coverage up to the full limits required of the Contractor. When requested by RTC, CONSULTANT shall furnish copies of certificates of insurance evidencing coverage for each Sub. The CONSULTANT need not require its non-design subcontractors to carry Professional Errors and Omissions Liability insurance.

7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to RTC's Finance Director prior to signing this Agreement. RTC is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be declared to the RTC's Finance Director prior to the change taking effect.

8. ACCEPTABILITY OF INSURERS

Required insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to RTC. RTC may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONSULTANT and the insurance carrier. RTC reserves the right to require that CONSULTANT'S insurer(s) be licensed and admitted in the State of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

9. OTHER CONDITIONS

- A. Failure to furnish the required certificate(s) or failure to maintain the required insurance may result in termination of this Agreement at RTC's option.
- B. If CONSULTANT fails to furnish the required certificate or fails to maintain the required insurance as set forth herein, RTC shall have the right, but not the obligation, to purchase said insurance at CONSULTANT's expense.
- C. Any waiver of CONSULTANT's obligation to furnish such certificate or maintain such insurance must be in writing and signed by an authorized representative of RTC. Failure of RTC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of RTC to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONSULTANT's obligation to maintain such insurance, or as a waiver as to the enforcement of any of these provisions at a later date.
- D. By requiring insurance herein, RTC does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, and such coverage and limits shall not be deemed as a limitation on CONSULTANT's liability under the indemnities granted to RTC in this contract.

E. If CONSULTANT'S liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. COMMERCIAL GENERAL LIABILITY

CONSULTANT shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$2,000,000** each occurrence. If such CGL insurance contains a general aggregate limit, it shall be increased to equal twice the required occurrence limit or revised to apply separately to this project.

CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

RTC and any other Indemnitees listed in Section 2. INDEMNIFICATION of this Agreement shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 07/04 or CG 20 33 07/04 or a substitute providing equivalent coverage, and under the commercial umbrella, if any.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to RTC or any other Indemnitees under this Agreement.

CONSULTANT waives all rights against RTC and any other Indemnitees listed in Section 2. INDEMNIFICATION of this Agreement for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. CONSULTANT's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

12. INDUSTRIAL (WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY) INSURANCE

It is understood and agreed that there shall be no Industrial (Worker's Compensation and Employer's Liability) Insurance coverage provided for CONSULTANT or any Subs by RTC. The CONSULTANT, and any Subs, shall procure, pay for and maintain the required coverages.

CONSULTANT shall maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210. The employer's liability limits shall not be less than **\$1,000,000** each accident for bodily injury by accident or **\$1,000,000** each employee for bodily injury by disease.

CONSULTANT shall provide a Final Certificate for itself and each Sub evidencing that CONSULTANT and each Sub maintained workers' compensation and employer's liability insurance throughout the entire course of the project.

If CONSULTANT, or any Sub is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance and Final Certificate.

CONSULTANT waives all rights against RTC, its elected officials, officers, employees and agents for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Tenant pursuant to this agreement. CONSULTANT shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

Meeting Date: 3/22/2024

Agenda Item: 4.2

To: Regional Transportation Commission

From: Bill Thomas, Executive Director

SUBJECT: TART Micro Transit

RECOMMENDED ACTION

Authorize the Executive Director to negotiate and execute a funding agreement with Placer County to contribute \$150,000 for the provision of the TART Connect (micro transit) service in the Washoe County portion of the Lake Tahoe Basin for a one-year period.

BACKGROUND AND DISCUSSION

An excerpt from a January 22, 2024, letter to the Washoe Board of County Commissioners from Travel North Tahoe Nevada provided the following background and contextual information:

“The Tahoe Basin visitation is projected to be in the 15 million visitor days annually. Prior to and since the pandemic, the Tahoe Basin has been inundated from both overnight and day visitors as well as a migration of new residents and influx of second homeowners. This onslaught of users has created impacts on the destination that are projected to continue into the future. As a region, we have come together to develop and implement strategic destination improvements designed to mitigate these impacts for residents and visitors alike.

One such project is the North Lake Tahoe TART Connect Micro Transit program. The original two-year pilot program began in late June 2021 and was to continue through June 30th, 2023. In Spring 2023, the TART Connect partners agreed to extend the two-year pilot program one additional year to collect additional data and to provide the time necessary to make larger, more impactful changes to the transit system in North Lake Tahoe. This extension will take the TART Connect service through June 30th, 2024.”

Information provided to staff (see attached service summary report from TART) indicates that the pilot TART Connect project provided a significant number of transit rides to community members in Incline Village and Crystal Bay. While within Washoe County, this TART service area is not within RTC’s public transportation service area. Except for 2021, RTC has provided sales taxes funds to TART for transit

service to the Incline/Crystal Bay area since 2014. The annual RTC contribution amount has ranged from \$ 165,861 in 2014 to \$ 460,000 in 2022. The past two years, FY 23 and FY 24, RTC has contributed \$350,000 for fixed route service in Incline Village and Crystal Bay. Staff anticipates including \$350,000 for fixed route service in the FY 25 budget. This additional one-time contribution of \$150,000 for TART Connect would bring the total FY 24 RTC contribution for transit service in Incline Village and Crystal Bay to \$500,000.

FISCAL IMPACT

The funding will be included in the FY 2024 public transportation budget from sales tax revenues.

PREVIOUS BOARD ACTION

There has been no previous Board action taken.

ATTACHMENT(S)

- A. Travel North Tahoe Funding Request
- B. TART Washoe County Service Summary



To: Washoe County Regional Transportation Commission
Fr: Andy Chapman, President/CEO Travel North Tahoe Nevada
Date: March 15, 2024
Sub: TART Connect Incline Village Crystal Bay Zone 3 \$150,000 Funding Request

The Tahoe Basin visitation is projected to be in the 15 million visitor days annually. Prior to and since the pandemic, the Tahoe Basin has been inundated with both overnight and day visitors as well as a migration of new residents and influx of second homeowners. This onslaught of users has created impacts on the destination that are projected to continue into the future. As a region, we have come together to develop and implement strategic destination improvements designed to mitigate these visitor impacts.

One such project is the North Lake Tahoe TART Connect Micro Transit program. The original two-year pilot program began in late June 2021 and was to continue through June 30th, 2023. In Spring 2023, the TART Connect partners agreed to extend the two-year pilot program one additional year to collect additional data and to provide the time necessary to make larger, more impactful changes to the transit system in North Lake Tahoe. This extension will take the TART Connect service through June 30th, 2024.

There are currently 6 zones operating in the North Lake Tahoe region (Truckee service was added this past year) with Zone 3 operating specifically in the Incline Village and Crystal Bay areas of Washoe County. Since the start of the pilot program (June 24th 2021 through March 15th, 2024) 964,000 rides have been conducted. Specifically in Zone 3 over 30% of the total regional ridership has been conducted in Incline Village and Crystal Bay. Data from the program for Zone 3 indicates a high program success.

Funding partners in the first two years included Travel North Tahoe Nevada, Washoe RTC, Washoe County, Reno Sparks Visitor and Convention Authority, Tahoe Fund, League to Save Lake Tahoe and various other local partners.

For the FY 2023/24 program

The estimated cost to operate the program in Zone 3 is \$1,259,741. This cost will support 16 hours of daily service operation in the summer and winter and 14 hours of daily service operation in the fall and spring.

Projected funding partners for the 2023/24 fiscal year include:

- Regional Transportation Commission (\$350,000 confirmed)
- Washoe County Commission (\$400,000 confirmed)
- Travel North Tahoe Nevada (\$75,000 confirmed)
- Misc. Local Funding (\$85,000 pending local match funding)
- Reno Sparks Convention and Visitor Authority (\$200,000 pending request)
- Washoe County Regional Transportation Commission Additional Funding (\$150,000 Pending Request)

Additional Washoe RTC Funding Request: FY 2023/24 \$150,000



TART
Washoe County Service Recap
January 2024

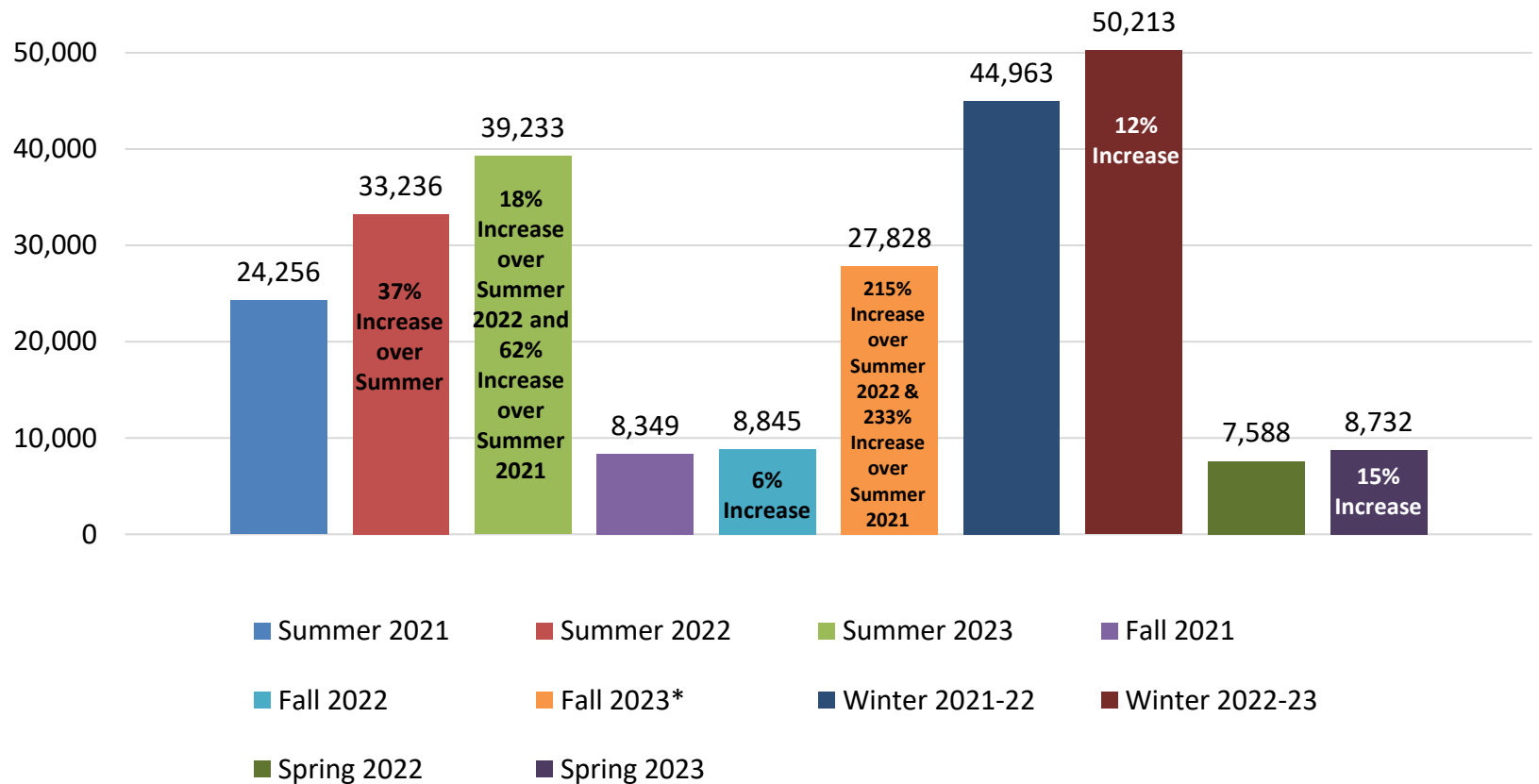


Washoe County TART Connect Annual Ridership Comparison

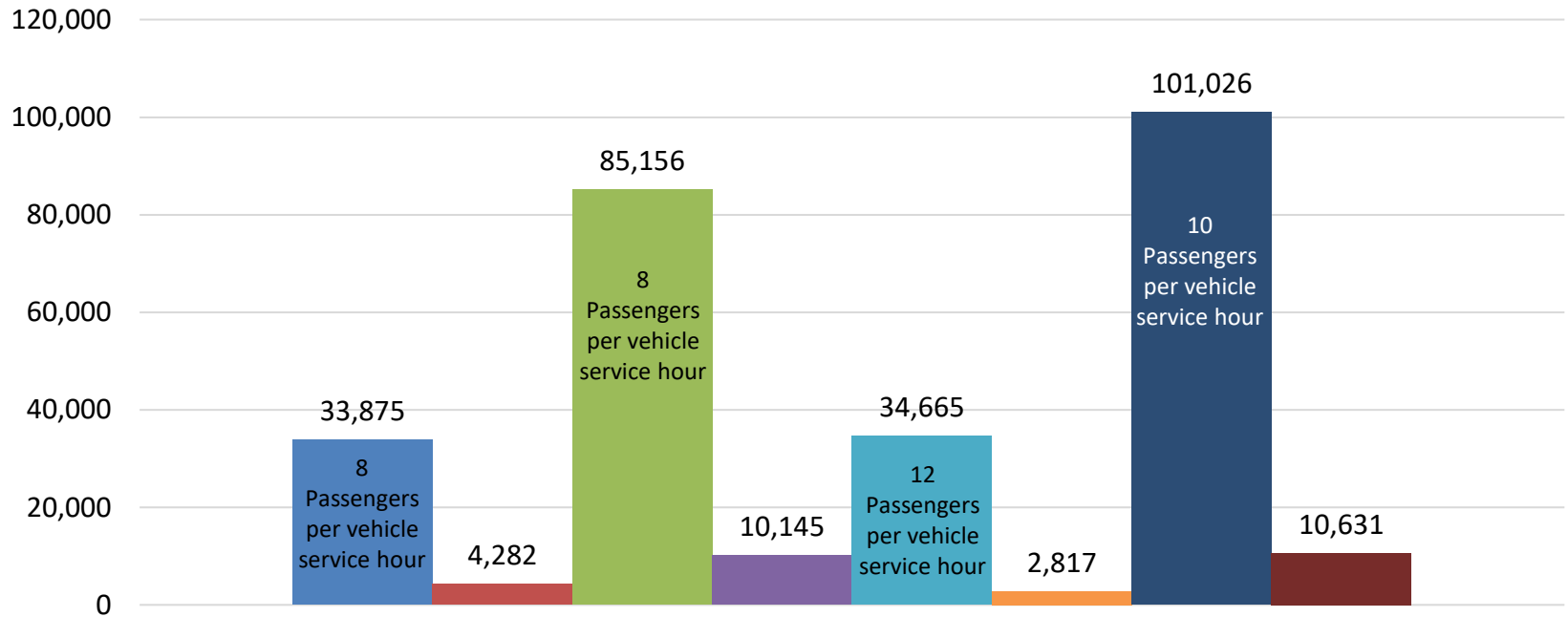
FY21-22 Total Ridership = 85,156

FY 22-23 Total Ridership = 101,026 (19% Increase)

FY 23-24 (Summer & Fall) Total Ridership = 67,060



Washoe County TART Connect & Fixed Route Annual Ridership Productivity



■ TART Fixed Route Ridership FY21-22

■ TART Connect Ridership FY21-22

■ TART Fixed Route Ridership FY22-23

■ TART Connect Ridership FY22-23

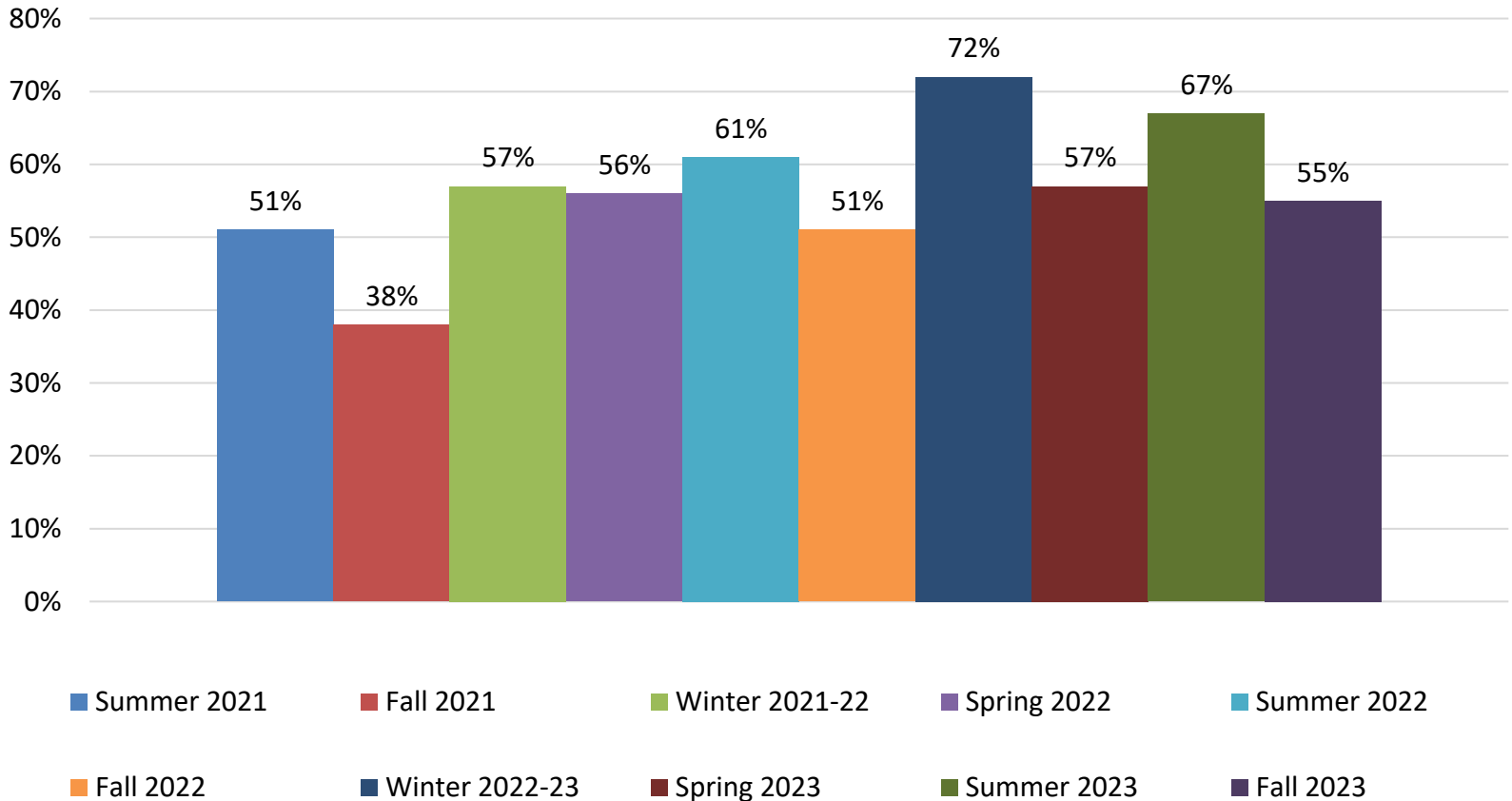
■ TART Fixed Route Vehicle Revenue Hours FY21-22

■ TART Connect Vehicle Revenue Hours FY21-22

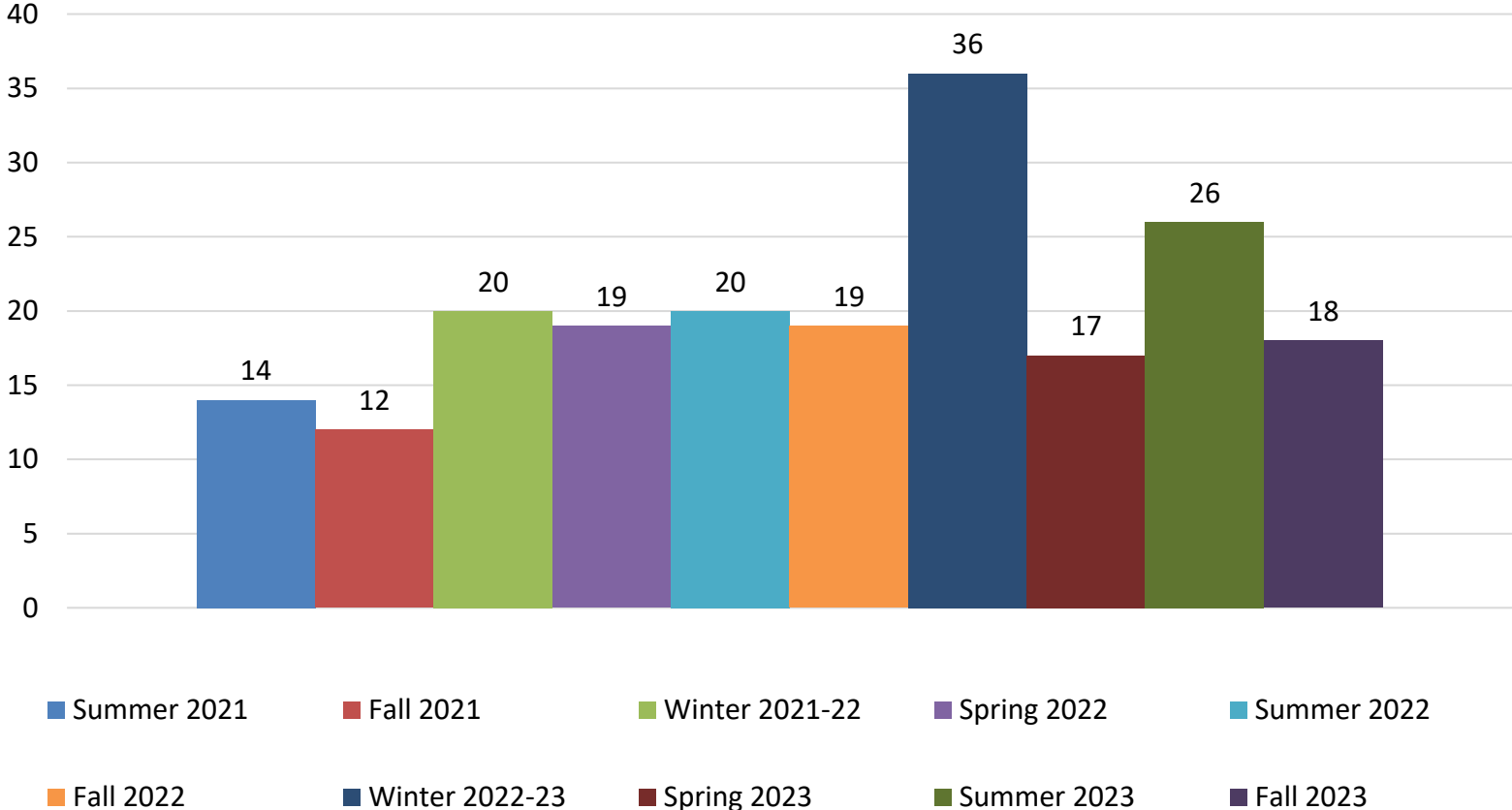
■ TART Fixed Route Vehicle Revenue Hours FY22-23

■ TART Connect Vehicle Revenue Hours FY 22-23

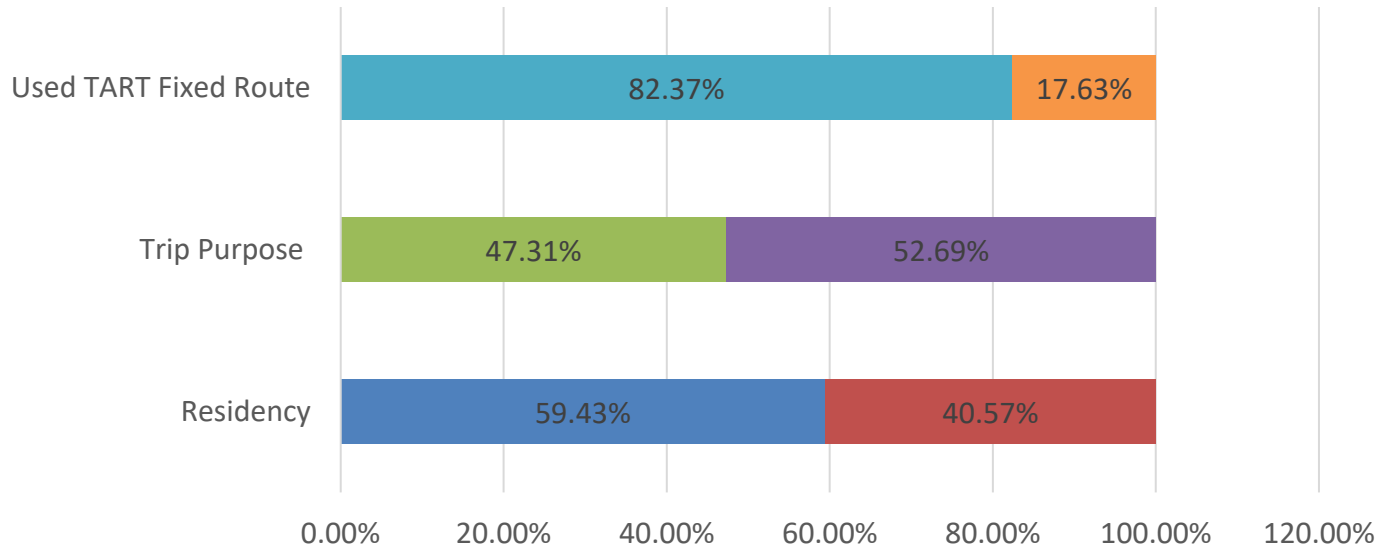
Washoe County TART Connect Shared Ride Percentage by Season



Washoe County TART Connect Wait Times by Season



TART Connect Rider Profile



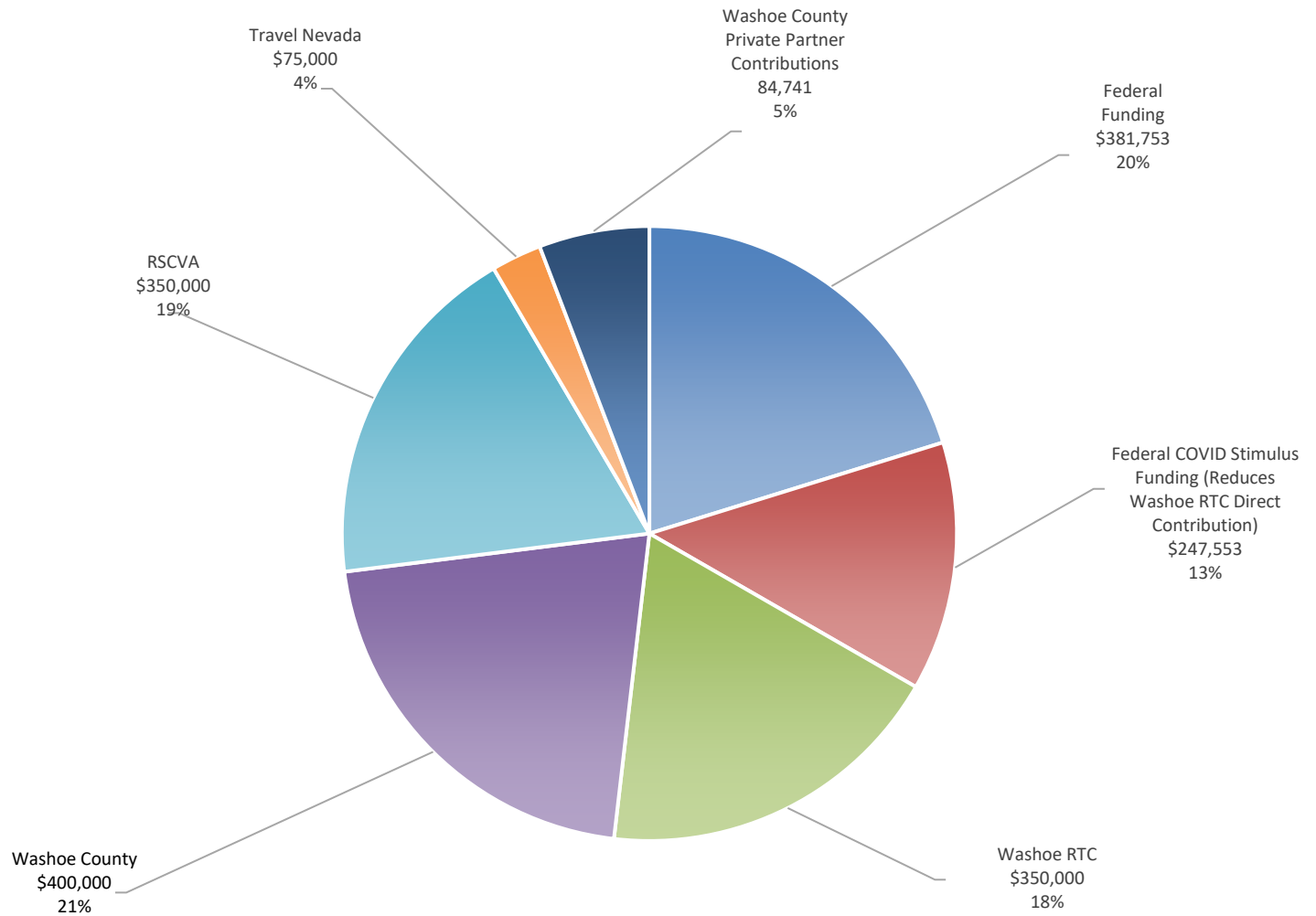
	Residency	Trip Purpose	Used TART Fixed Route
■ Full Time Resident	59.43%		
■ 2nd Home Owner/Visitor	40.57%		
■ Work/Appt./School		47.31%	
■ Recreation/Social		52.69%	
■ Yes			82.37%
■ No			17.63%

Washoe County Annual Funding FY 23-24

TART Fixed Route = \$629,306

TART Connect = \$1,259,741

Total Budget \$1,899,047



Questions/Comments

Jaime Wright

Jaimewright@placer.ca.gov



WORKSHOP PRESENTATION

(No Action Will be Taken at this Workshop)