

## **SUBRECIPIENT AGREEMENT**

This Agreement is dated and effective as of October 1, 2018 by and between the Regional Transportation Commission of Washoe County, Nevada ("RTC") and Washoe County Human Services Agency, a Local Government Authority authorized to do business in the State of Nevada ("SUBRECIPIENT").

### **WITNESSETH:**

WHEREAS, pursuant to the provisions contained in Chapter 377A of the Nevada Revised Statutes, RTC may enter into agreements to support agencies providing transportation for the elderly and persons with disabilities; and

WHEREAS, in the furtherance of its aforesaid purposes, 49 USC 5310 is to provide additional tools to overcome existing barriers facing Americans with disabilities seeking integration into the work force and full participation in society; and

WHEREAS, in furtherance of its aforesaid purposes, 49 USC 5310 seeks to reduce barriers to transportation services and expand the transportation mobility options available to people with disabilities beyond the requirements of the Americans with Disabilities Act (ADA) by way of a Federal Transit Administration ("FTA") Formula Grant Program to be administered by RTC; and

WHEREAS, RTC has been designated as the agency to receive and administer federal funds under the aforementioned FTA Formula Grant Program for supporting local private non-profit agencies, certain public bodies and agencies thereof, Indian reservations and colonies, and operators of public transportation services; and

WHEREAS, SUBRECIPIENT is a Nevada Domestic Non-Profit Corporation eligible to receive 49 USC 5310 grant funds and funds under the FTA Formula Grant Program; and

WHEREAS, RTC has accepted a project application developed by SUBRECIPIENT that has been approved by the FTA for Formula Grant Program funding; and

WHEREAS, before FTA Formula Grant Program funding can be made available to SUBRECIPIENT, SUBRECIPIENT and RTC must enter into an agreement whereby the functions of the PROJECT are identified and the responsibilities of the parties defined.

NOW THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

### **ARTICLE I - SCOPE OF SERVICE**

1. SUBRECIPIENT shall purchase three (3) wheelchair accessible vehicles (two vehicles in year one, and one vehicle in year two of funding) plus Operating funds to provide an estimated 6,300 trips by volunteers, annually to an estimated 3,150 seniors and individuals with disabilities (the "PROJECT") as set forth in the Federal Fiscal Year 2018 Application

and Revised Budget (Attachment A), attached hereto and incorporated herein by reference. SUBRECIPIENT's management and operation of the PROJECT shall be undertaken in compliance with RTC's Coordinated Human Services Public Transit Plan, incorporated herein by reference and available at [www.rtcwashoe.com](http://www.rtcwashoe.com).

2. SUBRECIPIENT shall be the Program Administrator for the PROJECT. It shall: contribute matching funds; provide required reporting to RTC; prepare billing requests for funds from RTC; maintain required files; and administer the PROJECT according to the Office of Management and Budget (OMB) Circular 2 CFR 200 incorporated by reference and located at [www.fta.dot.gov](http://www.fta.dot.gov).
3. This Agreement is based on funds available through FTA Grant No. NV-2018-013. The contracted transportation service shall be for persons with disabilities, many of whom are elderly, residing in RTC ACCESS service area identified in Attachment A. The Catalogue of Federal Domestic Assistance (CFDA) number for these funds is 20.513.
4. Site visits will be conducted once a year, at a minimum. Additional site visits will be performed as deemed necessary by RTC. The project manager will contact SUBRECIPIENT to schedule a site visit within one month after contract execution.

## ARTICLE II - COST

1. The FTA Formula Grant Program applicable to this Agreement is a reimbursable program for operating and requires a matching percentage to be contributed to the PROJECT by SUBRECIPIENT. The matching percentage may be made up of non-United States Department of Transportation (USDOT) federal funds, state appropriations, local match and or approved in kind contributions, as set forth in Match of In-Kind Contributions, Attachment A, and incorporated by reference.
2. The total operating PROJECT cost of this Agreement is Fifty Three Thousand Five Hundred Seventeen and No/100 Dollars (\$53,517.00). The maximum reimbursement in FTA funds for the period of October 1, 2018 through September 30, 2020 for operating costs shall not exceed the sum of Nineteen Thousand Eight Hundred Seventy and No/100 Dollars (\$19,870.00) from Federal Grant No. NV-2018-013. RTC will not make any payments for reimbursement unless FTA Section 5310 or other eligible federal funds are appropriated to RTC for the PROJECT. The remaining fifty percent (50%) or Nineteen Thousand Eight Hundred Seventy and No/100 Dollars (\$19,870.00) required operating match will be provided by SUBRECIPIENT. Operating costs include management/office personnel salaries, insurance, office expenses, facilities rental, marketing/promotion, driver and dispatcher salaries, maintenance and repair, fuel, garage rental and operating

supplies, and other costs approved by the RTC. The administrative amount shall not exceed Thirteen Thousand Seven Hundred Seventy Seven and No/100 Dollars (\$13,777.00) [no match is required].

3. SUBRECIPIENT agrees to be responsible for the fifty percent (50%) operating match on each submitted invoice, and can use eligible non-United States Department of Transportation (USDOT) federal funds, state allocations, local match and/or approved in-kind contributions. In-kind contributions, as described in Attachment A, can be used for match as long as the value of each is documented and supported, and represents a cost, which would otherwise be Eligible under this Agreement. See Attachment A for Source of Match.
4. This PROJECT qualifies for Capital funding to purchase three (3) wheelchair accessible vehicles. The total capital PROJECT cost of this capital portion is One Hundred Two Thousand Thirty-Four and No/100 Dollars (\$102,034.00). The maximum reimbursement in FTA funds for the period of October 1, 2018 through September 30, 2020 for capital costs shall not exceed the sum of Eighty One Thousand Six Hundred Twenty-Seven and No/100 Dollars (\$81,627.00) from Federal Grant No. NV-2018-013. RTC will not make any payments for reimbursement unless FTA Section 5310 or other eligible federal funds are appropriated to RTC for the PROJECT. The remaining twenty percent (20%) or Twenty Thousand Four Hundred Seven and No/100 Dollars (\$20,407.00) required capital match will be provided by SUBRECIPIENT.
5. SUBRECIPIENT agrees to be responsible for the twenty percent (20%) capital match on Each submitted invoice, and can use eligible non-USDOT federal funds, state allocations, local match and/or approved in-kind contributions. In-kind contributions, as described in Attachment A can be used for match as long as the value of each is documented and Supported and represents a cost which would otherwise be eligible under this Agreement. See Attachment A for Source of Match.
6. SUBRECIPIENT will ensure that all costs related to this Agreement are allowable in accordance with Circular A-122, "Cost Principles Applicable to Grants and Contracts with Private Non Profits" Office of Management and Budget (OMB), and/or Circular 2 CFR 200.421 to 200.475 incorporated herein by reference and located at [www.fta.dot.gov](http://www.fta.dot.gov).

### ARTICLE III - PERFORMANCE

1. The term of this Agreement shall commence on October 1, 2018 and shall run through and include September 30, 2020.

Subrecipient Agreement – Washoe County Human Services Agency  
Effective October 1, 2018 through September 30, 2020

2. SUBRECIPIENT shall comply with the provisions of this Agreement and all terms, conditions, and requirements of the FTA Section 5310 Seniors and Individuals with Disabilities Program, incorporated herein by reference and located at [www.fta.dot.gov](http://www.fta.dot.gov).
3. SUBRECIPIENT shall provide its passengers and employees with a complaint resolution process approved by RTC.
4. SUBRECIPIENT shall provide RTC, on a quarterly basis, with a written PROJECT Progress Report detailing any changes or additions to the PROJECT.
5. SUBRECIPIENT shall abide by all applicable FTA regulations, including those relating to Safety Jurisdiction, Environmental Protection, Private Sector Participation, School Bus Transportation, Charter Service, Coordination, Special 13c Labor Warranty, and Public Hearings as certified by SUBRECIPIENT in its application for funds. SUBRECIPIENT shall comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that RTC and SUBRECIPIENT of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions set forth within 49 CFR 604.9. Any charter service provided under one of the exceptions set forth within 49 CFR 604.9 must be incidental to and must not interfere with or detract from the provision of mass transportation.
6. SUBRECIPIENT shall not assign or subcontract any of the work performed under this Agreement without the prior written approval of RTC. Upon SUBRECIPIENT's receipt of RTC's written approval to assign or subcontract any of the work performed under this Agreement, SUBRECIPIENT will provide RTC with a copy of the executed contract for said work. Any attempted assignment of rights or delegation of duties under this Agreement, without the prior written consent of RTC, shall be unauthorized and may affect the reimbursement of funds.

#### ARTICLE IV - SCHEDULE OF PAYMENTS

1. In consideration of SUBRECIPIENT's continuous and satisfactory performance of its duties required under this Agreement, RTC shall reimburse SUBRECIPIENT, upon RTC's receipt and approval of an appropriate invoice that is supported by true and factual expense documentation. Invoices must be submitted on SUBRECIPIENT's stationery using RTC's format or submitted on RTC's standard invoice form. RTC's obligation to reimburse SUBRECIPIENT is expressly conditioned upon RTC's receipt of such funds contemplated under the FTA Formula Grant Program for this Agreement and RTC shall have no obligation to reimburse SUBRECIPIENT from any other funds available to RTC.

2. Invoices must be submitted to [accountspayable@rtcwashoe.com](mailto:accountspayable@rtcwashoe.com). RTC's payment terms are 30 days after the receipt of the invoice. SUBRECIPIENT's invoices must be submitted within fifteen (15) days from the end of each thirty (30) day billing cycle. Invoices received after fifteen (15) days will be evaluated by RTC on a case-by-case basis for payment.
3. RTC shall utilize its normal accounting procedure in the payment of the invoices submitted, and disburse funds to SUBRECIPIENT as promptly as RTC's fiscal procedures allow.
4. Monthly report is required to accompany the invoice for all reimbursement costs. The monthly report shall include, may not be limited to, detailed labor cost, services cost, materials and supplies cost, maintenance cost, daily transportation logs, vehicle maintenance records, volunteer hours log, volunteer name. *(Please disregard any aforementioned items that do not pertain to your project).*

#### ARTICLE V - RECORDS AND REPORTS

1. SUBRECIPIENT and its contractors shall establish and maintain, in accordance with requirements established by RTC and the FTA, separate accounts for the PROJECT. Except as provided below, SUBRECIPIENT and its contractors shall comply with the provisions of 49 CFR 18.39(i)(11), and shall maintain all books, records, accounts and reports required under this Agreement and make them available for review by RTC and the FTA for a period of not less than three years after the date of termination or expiration of this Agreement. In the event of litigation or claims arising from the performance of this Agreement, SUBRECIPIENT and its contractors shall maintain the PROJECT accounts until RTC, the FTA, the Comptroller General and/or any of their duly authorized representatives have disposed of all such litigation, appeals, and claims related to the PROJECT and this Agreement.
2. The PROJECT ACCOUNTS required to be kept by SUBRECIPIENT and its contractors, shall identify and include the costs per passenger trip, hours of operation, additional operating expenses t, and the matching sources.
3. All charges to the PROJECT ACCOUNTS shall be supported by properly executed invoices, contracts or vouchers that document the nature and propriety of the charges. Documentation to support the invoice is required in accordance with the rules and regulations of RTC and OMB Circular 2 CFR 200 and is incorporated herein by reference.
4. SUBRECIPIENT shall advise RTC regarding the progress of the PROJECT at such times and in such manner as RTC may require, including, but not limited to meetings and interim

reports. SUBRECIPIENT shall submit as may be required by RTC, financial statements to include documented match of in-kind contributions, records, contracts and other data related to the PROJECT, as RTC, in its sole discretion, deems necessary.

5. SUBRECIPIENT shall perform the financial audit required by the contract documents to reflect the federal funds received and expended. A copy of the report shall be provided to RTC.

## ARTICLE VI - TERMINATION

1. Except as otherwise provided in this Agreement, this Agreement may be terminated upon thirty (30) days written notice, given in accordance with this Agreement, upon (a) mutual consent of both parties; or (b) unilaterally by either party for cause. In the event of termination per this section, RTC shall only be liable to reimburse for services performed in accordance with the standards of this Agreement performed to the effective termination date.
2. If, at the expiration and/or termination of this Agreement, SUBRECIPIENT has funds which have been provided to it under this Agreement that exceed proper and allowable expenses under the terms of this Agreement, SUBRECIPIENT shall be liable to and shall pay RTC the amount of the excess funds. Payment shall be made by SUBRECIPIENT to RTC within thirty (30) days of the expiration and/or termination of this Agreement.
3. The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the FTA and the ability of SUBRECIPIENT to secure the required matching funds. RTC shall terminate this Agreement if, for any reason: (a) RTC's funding from local and/or federal sources is not appropriated or is withdrawn, limited or impaired; or (b) SUBRECIPIENT's funding is not appropriated or is withdrawn, limited or impaired. Under said circumstances, SUBRECIPIENT waives any claim for damages resulting from the termination and, in this instance, termination shall be effective immediately upon receipt of notice.
4. A default or breach may be declared with or without termination. Either party may terminate this Agreement upon service of written notice of default or breach to the other party, upon the following grounds:
  - a. If SUBRECIPIENT and/or its contractor fails to provide or satisfactorily performs any of the conditions, professional services, deliverables, goods or services called for by this Agreement within the time requirements specified in this Agreement or within written extension of those time constraints; or

- b. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law or regulation to be held by SUBRECIPIENT to provide the goods or services required by this Agreement is for any reason denied, revoked, excluded, terminated, suspended, lapsed or not renewed; or
  - c. If SUBRECIPIENT becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or
  - d. If any party materially breaches any material duty under this Agreement and any such breach impairs the other party's ability to perform; or
  - e. If it is found by RTC that any quid pro quo or gratuities in the form of money, services, entertainment, gifts or otherwise were offered or given by SUBRECIPIENT, or any agent or representative of SUBRECIPIENT, to any officer or employee of RTC with a view toward securing an Agreement or securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performing of such Agreement.
5. Opportunity to Cure: RTC shall, in the first instance, allow SUBRECIPIENT thirty (30) days in which to cure a breach or default. The written notice of termination shall set forth the nature of said breach or default and the action deemed necessary for SUBRECIPIENT to cure. Should SUBRECIPIENT fail to cure said breach or default to the satisfaction of RTC within the time allowed, this Agreement shall automatically terminate unless RTC waives its remedy pursuant to subsection 7, below. In the event of termination, RTC will have no further obligation to SUBRECIPIENT. Any such termination for breach or default shall not preclude RTC from also pursuing all other available remedies against SUBRECIPIENT and its sureties for said breach or default.
6. Whenever the PROJECT contemplated and covered by this Agreement has been completely performed on the part of SUBRECIPIENT, and all monies have been spent, according to this Agreement, and the final payment made, this Agreement shall be deemed to have terminated.
7. Waiver of Remedies for any Breach or Default: In the event that RTC elects to waive its remedies for any breach or default by SUBRECIPIENT of any covenant, term or condition of this Agreement, such waiver by RTC shall not limit RTC's remedies for any succeeding default or breach of that or of any other term, covenant, or condition of this Agreement. Any waiver must be in writing.

## ARTICLE VII – AUDIT & CLOSEOUT

1. RTC shall initiate closeout activities after approved SUBRECIPIENT activities are completed, federal funds are expended and reimbursement has been received.
2. RTC shall submit the following closeout reports to FTA: federal financial report, final budget revision (if any), a final narrative milestone/progress report including a discussion of each activity line item contained in the final budget and list of equipment under the grant; a request to de-obligate any unexpended balance of federal funds; and any other reports required as part of the terms and conditions of the grant.

## ARTICLE VIII - MISCELLANEOUS PROVISIONS

1. SUBRECIPIENT, for itself, its assignees and successors in interest agrees as follows:
  - a. Debarment and/or Suspension: SUBRECIPIENT certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal agency or RTC.
  - b. This Agreement is a covered transaction for purposes of 2 CFR 180 and 2 CFR 3000. As such, SUBRECIPIENT is required to verify that none of its contractors, its principals (defined at 2 CFR 180.995), or affiliates (defined at 2 CFR 180.905), are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
  - c. SUBRECIPIENT is required to comply with 2 CFR 180 subpart C and 2 CFR 3000 subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - d. ADA: SUBRECIPIENT shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act (ADA) of 1990, and regulations adopted thereunder contained in 49 CFR, Parts 27, 37 and 38, inclusive, and any relevant program-specific regulations.
  - e. Civil Rights: SUBRECIPIENT shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or person offered employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and



AIDS-related conditions.

- f. Disadvantaged Business Enterprises (DBEs): In connection with the performance of this Agreement, SUBRECIPIENT will cooperate with RTC in meeting RTC's commitments and goals with regard to the maximum utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to insure the DBEs have the maximum practicable opportunity to compete for subcontract work under this Agreement.
2. SUBRECIPIENT, for itself, its assignees and successors in interest agrees as follows:
- a. Compliance with Regulations: SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of RTC of Transportation, Title 49, Code of Federal Regulations, as they may be amended from time to time, (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
  - b. Nondiscrimination: SUBRECIPIENT, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions in the selection and retention of subcontractors, including procurement of materials and leases of equipment. SUBRECIPIENT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
  - c. Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by SUBRECIPIENT of SUBRECIPIENT's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, national origin, creed, color, sex, religion, age, disability or handicap condition, including AIDS and AIDS-related conditions.
  - d. Information and Reports: SUBRECIPIENT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to facilities as may be determined by RTC or the FTA to be pertinent to ascertain compliance with such Regulations or directives.
  - e. Sanctions for Noncompliance: In the event of SUBRECIPIENT's noncompliance

with the nondiscrimination provisions of this Agreement, RTC shall impose such agreement sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to SUBRECIPIENT under this Agreement until SUBRECIPIENT complies, and/or
  2. Cancellation, termination or suspension of this Agreement, in whole or in part. A cancellation or termination of this Agreement pursuant to this subsection shall not be subject to the Opportunity to Cure.
- f. Agreements with subcontractors will include provisions making all subcontractor records available for audit by RTC and/or the FTA.
- g. Incorporation of Provisions: SUBRECIPIENT will include the provisions of Paragraphs (a) through (f) in every subcontract including those for procurement of materials and leases of equipment, unless exempt by Regulations, order, or instructions issued pursuant thereto.
3. SUBRECIPIENT will include all federally required procurement clauses in all purchase contracts to include Buy America, Debarment and Suspension, and Lobbying.
  4. SUBRECIPIENT agrees to comply with mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy and Conservation Act.
  5. SUBRECIPIENT shall comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. SUBRECIPIENT shall report each violation to RTC and understands and agrees that RTC will, in turn, report each violation as required to ensure notification is made to the FTA and the appropriate Environmental Protection Agency ("EPA") Regional Office. SUBRECIPIENT shall include these requirements in each subcontract exceeding One Hundred Thousand and No/100 Dollars (\$100,000.00) financed in whole or in part with Federal assistance provided by the FTA.
  6. SUBRECIPIENT shall comply with all applicable standards, orders and or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 et seq. SUBRECIPIENT shall report each violation to RTC and understands and agrees that RTC will, in turn, report each violation as required to ensure notification is made to the FTA and the appropriate EPA Regional Office. SUBRECIPIENT shall include these requirements in each subcontract exceeding One Hundred Thousand and No/100 Dollars (\$100,000.00) financed

in whole or in part with Federal assistance provided by the FTA.

7. SUBRECIPIENT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and United States RTC of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, SUBRECIPIENT 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 this Agreement and the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, SUBRECIPIENT 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 against SUBRECIPIENT, to the extent the Federal Government deems appropriate.
8. SUBRECIPIENT shall, at its own expense, obtain and pay for all licenses, permits and/or fees and comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts of administrative bodies or tribunals in any manner effecting the performance of this Agreement, including without limitation, workers' compensation laws, licensing laws and regulations.
9. SUBRECIPIENT shall obtain all types and amounts of insurance set forth in Attachment B, and shall comply with all provisions set forth therein. SUBRECIPIENT shall not perform 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.
10. SUBRECIPIENT agrees to provide indemnification set forth in Attachment B.
11. SUBRECIPIENT and all successors, executors, administrators, and assigns of SUBRECIPIENT's interest in the work or the compensation herein provided shall be bound by the terms of this Agreement.
12. In any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the decision of the Executive Director of RTC, with the concurrence of the FTA, if required, shall be final and conclusive as to all parties. Nothing herein contained shall impair the parties' rights to file suit in the District Courts of the State of Nevada.
13. Performance During Dispute: Unless otherwise directed by RTC, SUBRECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14. Rights and Remedies: The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by RTC or SUBRECIPIENT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
15. To the extent applicable, the parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive, consequential or indirect damages. Actual damages for any RTC breach shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid for the fiscal year budget in existence at the time of the breach.
16. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada District Courts for enforcement of this Agreement. Venue for any such actions shall be in Reno, Nevada.
17. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

FOR RTC:

Lee G. Gibson, AICP  
Executive Director  
ATTN: Stephanie Haddock, CGFM  
Director of Finance/CFO  
Regional Transportation Commission of Washoe County  
1105 Terminal Way, Suite 300  
Reno NV 89502  
Phone: (775) 335-1845  
E-Mail: [shaddock@rtcwashoe.com](mailto:shaddock@rtcwashoe.com)

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Subrecipient Agreement – Washoe County Human Services Agency  
Effective October 1, 2018 through September 30, 2020

FOR SUBRECIPIENT:      Amber Howell  
Director, Washoe County Human Services Agency  
350 South Center St.  
Reno, NV 89520  
Phone: (775)337-4488  
E-Mail: [ahowell@washoecounty.us](mailto:ahowell@washoecounty.us)

18. RTC and SUBRECIPIENT are independent of and not as agents, employees, partners, or joint venturers of the other. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.
19. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, action or suit for personal injuries, property damage, compensation, or any other liability, whereby, damages, losses, and expenses are sought pursuant to the terms and provisions of this Agreement.
20. It is specifically agreed between the parties executing this Agreement that it is intended to create a contractual relationship solely between RTC and SUBRECIPIENT. It is further specifically agreed between the parties executing this Agreement that it is not intended by any provisions or any part of this Agreement, to create in, the public, or any member thereof, a contractual relationship between such persons and entities and RTC.
21. Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, acts of God, civil or military authority, acts of public enemy, or accidents, fires, explosions, earthquakes, floods, winds, storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.
22. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.
23. SUBRECIPIENT acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this 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 SUBRECIPIENT, or any other party pertaining to any matter resulting from this Agreement.

24. Information or documents may be open to public inspection and copying per the provisions of Chapter 239 of NRS.
25. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
26. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.
27. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of RTC.
28. As used herein, the term "SUBRECIPIENT" shall include the plural as well as the singular, and the feminine as well as the masculine.
29. This Agreement, including the attachments hereto and the required FTA clauses and certifications completed and signed by SUBRECIPIENT, including any amendments or addenda, constitute the entire Agreement and by this reference are incorporated herein, and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other Agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
30. Purchase of Vehicles- SUBRECIPIENT will be named as Registered Owner of all and any vehicles purchase with funds provided under Federal Grant No. NV-2018-013 as contemplated in this Agreement. RTC will be named as Lienholder on title to all vehicles purchased with funds provided under Federal Grant No. NV-2018-013 as contemplated in

this Agreement. The original certificate of title will be delivered to and held by RTC. The certificate of title to all vehicles purchased with funds provided under Federal Grant No. NV-2018-013 as contemplated in this Agreement will name RTC as a Lienholder until such time as the vehicle has a fair market value of \$5,000 or less, as determined by RTC.

31. Return of Purchased Vehicles- At the expiration or earlier termination of this Agreement or if services as described in this Agreement are discontinued at any time, Lienholder has the right, at Lienholder's election to either: (i) require that SUBRECIPIENT deliver all vehicles purchased with funds provided under Federal Grant No. NV-2018-013 as contemplated in this Agreement to RTC and if RTC so elects, SUBRECIPIENT shall deliver all such vehicles to RTC and duly endorse any and all certificates of title as may be necessary to transfer title to all such vehicles to RTC; or (ii) allow SUBRECIPIENT to reimburse RTC or FTA for the then value of the Federal interest in such vehicles, as determined and permitted under applicable law and FTA requirements, and upon receipt of such funds RTC shall release its security interest in such vehicles and deliver the certificate of title for the subject vehicles to SUBRECIPIENT.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Approved as to Legality and Form:

By \_\_\_\_\_  
Adam Spear, Director of Legal Services

REGIONAL TRANSPORTATION COMMISSION  
OF WASHOE COUNTY

By \_\_\_\_\_  
Lee G. Gibson, AICP, Executive Director

WASHOE COUNTY HUMAN SERVICES  
AGENCY, A LOCAL GOVERNMENT  
AUTHORITY

By \_\_\_\_\_  
Amber Howell, Director

**ATTACHMENT A ~ APPLICATION**  
**WASHOE COUNTY HUMAN SERVICES AGENCY**





# WASHOE COUNTY HUMAN SERVICES AGENCY

P.O. BOX 11130  
RENO, NEVADA 89520-0027  
PHONE: (775) 786-8600  
FAX: (775) 785-8648

March 30, 2018

Regional Transportation Commission  
Public Transportation & Operations Department  
Attention: Jennifer Myers  
1105 Terminal Way, Suite 200  
Reno, Nevada 89502

Dear Ms. Myers:

It is with pleasure that Washoe County Human Services Agency submits the application for Section 5310 Funding: Enhanced Mobility of Seniors and Individuals with Disabilities.

We understand that should we be awarded funding, compliance with all rules and regulations pursuant to the grant is expected.

Should we be awarded funding and pursuant to the Subrecipient Guide, we fill forward the required: 1) Vehicle Maintenance Plan as well as the Driver Training policy; 2) Signed Assurances and Certifications; and, 3) Completed Title VI Plan.

Thank you for the opportunity to apply and we look forward to collaborating with the Regional Transportation Commission.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Edwards".

Dorothy Edwards  
Fiscal Compliance Officer  
Washoe County Human Services Agency



INTEGRITY



EFFECTIVE  
COMMUNICATION



QUALITY  
PUBLIC SERVICE

350 S. CENTER STREET, RENO, NV 89501

WWW.WASHOECOUNTY.US

# **SECTION I**

## **APPLICANT OVERVIEW**

# 2018 CALL FOR PROJECTS



**REGIONAL TRANSPORTATION COMMISSION**

*Public Transportation • Streets and Highways • Planning*

## Project Application


**Federal Transit Administration Funding Available For  
Section 5310 ~ Enhanced Mobility of Seniors and  
Individuals with Disabilities**

**SUBMITTING AGENCY: Washoe County Human Services Agency**

To be considered for Enhanced Mobility of Seniors and Individuals with Disabilities Program funding, **project proposals must be received by 5 pm, Pacific Time, on Monday, April 2, 2018.**

The information in this application is public record. Therefore, applicants should not include information regarded as confidential.

To the best of my knowledge and belief, all information provided in this project proposal is true and correct. As the person duly authorized to sign on behalf of the project sponsor, I certify the project sponsor will comply with the necessary Federal Transit Administration regulations and grant management requirements if assistance is awarded.



(Authorized signatory)

Amber Howell

(Printed name)

Director

(Title)

ahowell@washoecounty.us

(Email)

March 26, 2018

(Date)

## APPLICATION TIPS

Information about the 2018 Call for Projects and complete application instructions can be found at <https://www.rtcwashoe.com/public-transportation/accessibility/>.

Eligible applicants for Enhanced Mobility of Seniors and Individuals with Disabilities (§5310) funds include:

- State or local governmental agencies;
- Publicly owned operators of public transportation services;
- Privately owned operators of public transportation services (for shared-ride services only); and
- Private non-profit organizations.

A Project Submittal Checklist is provided on page 9 to assist in putting together a complete proposal that must consist of one (1) original hard copy and one (1) copy in portable document format (PDF) on either a CD, flash drive or emailed below. Graphics, such as maps or photographs, can also be submitted as PDF files.

### **Project proposals should be submitted:**

By Mail OR In Person To:

Regional Transportation Commission  
Public Transportation & Operations Department  
Attention: Jennifer Meyers  
1105 Terminal Way, Suite 200  
Reno, NV 89502

E-mail: [jmeyers@rtcwashoe.com](mailto:jmeyers@rtcwashoe.com)

**Please make sure your application is complete. Late or incomplete applications will not be accepted.**

In order for a project to qualify for funding it must provide service in the Reno/Sparks urbanized area of Washoe County. Any proposed project providing service outside of this area will not be considered for funding. Questions regarding this program or the application process can be submitted via e-mail to:

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Jennifer Meyers  
Contract Administrator  
[jmeyers@rtcwashoe.com](mailto:jmeyers@rtcwashoe.com)  
(775) 332-9513.

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JIM GIBBONS  
Governor

THOMAS R. SHEETS  
Chair, Nevada Tax Commission

DINO DICIANNO  
Executive Director

STATE OF NEVADA  
DEPARTMENT OF TAXATION

Web Site: <http://tax.state.nv.us>

1550 College Parkway, Suite 115  
Carson City, Nevada 89706-7937  
Phone: (775) 684-2000 Fax: (775) 684-2020

LAS VEGAS OFFICE  
Grant Sawyer Office Building, Suite 1300  
555 E. Washington Avenue  
Las Vegas, Nevada, 89101  
Phone: (702) 486-2300 Fax: (702) 486-2373

RENO OFFICE  
4600 Kietzke Lane  
Building L, Suite 235  
Reno, Nevada 89502  
Phone: (775) 688-1285  
Fax: (775) 688-1303

HENDERSON OFFICE  
2550 Paseo Verde Parkway Suite 180  
Henderson, Nevada 89074  
Phone: (702) 486-2300  
Fax: (702) 486-3377

April 3, 2007

ACCOUNT NO.: RCE-013-534

**THIS LETTER HAS NO EXPIRATION DATE**

WASHOE COUNTY  
1001 E. 9TH STREET  
RENO NV 89512

Pursuant to NRS 372.325 and related statutes, WASHOE COUNTY has been granted sales/use tax exempt status. Direct purchases of tangible personal property made by WASHOE COUNTY are exempt from sales/use tax. Fraudulent use of this exemption letter is a violation of Nevada law.

Vendors selling tangible personal property to WASHOE COUNTY are authorized to sell to them tax exempt. The vendor shall account for the exempt sale on its sales/use tax return under exemptions. For audit purposes, a vendor may use a copy of this letter to document the transaction as tax exempt. However, documentation adequate to prove the purchase was made by a governmental entity is acceptable.

This letter only applies to Nevada sales/use tax and does not provide exemption from any other tax.

Any vendor having questions concerning the use of this sales/use tax exemption letter may contact the Department at one of the district offices listed above.

Sincerely,

Dino DiCianno  
Executive Director

## SECTION I. APPLICANT INFORMATION/OVERVIEW

Legal Name of Applicant: Washoe County Human Services Agency

Contact Person: Amber Howell

Address: 350 So Center St

City/State/Zip: Reno Nv 89520

Telephone (#'s only): (775)337-4488

Email: AHowell@washoecounty.us

Applicant Type:

☒ State or Local Government

*(Is either approved by the State to coordinate services OR certifies no non-profits readily available to provide the service: Attachment 3)*

☐ Private Non-Profit ~ 501(c)(3)

*(Must attach documentation certifying non-profit status)*

Yes ☐

No ☒

☐ Public Transportation Provider

☐ Private Taxi Company *(providing shared-ride taxi service)*

Federal ID Number: 88-6000138

Data Universal Numbering System (DUNS): 07-378-6998

*\*Must attach a copy of current IRS W-9 Taxpayer Identification Certification Form to this application.*

Project Title/Name: Washoe County HSA Enhanced Mobility Services for the Elderly and Disabled

Is this a new project or a continuation of an existing grant: ☒ New Project ☐ Continuation of Existing Grant

If existing project, please list name and

Name:

date of original project: Date:

### “Traditional” 5310 Projects:

☒ Rolling Stock  
Capital (80/20)

☐ Non-Rolling Stock  
Capital (80/20)

### “Other” 5310 Projects:

☐ Mobility Management (Capital)  
Capital (80/20)

☒ Operating  
(50/50)

Project Summary: Enhanced transportation services for the elderly and disabled population serviced by Washoe County Human Services Agency (HSA) will be achieved through the acquisition of three (3) all wheel drive, ADA compliant, wheel chair accessible vehicles, one (1) which will expand the geographical location within the urbanized areas of Washoe County, including the North Valleys and those areas outside the requirements of ADA, in which transportation services are needed. If awarded, purchase will be two (2) vehicles in year one and one (1) vehicle in year two of funding with associated costs. The project will give priority to senior and disabled clients in need of immediate, within 24 to 48 hours, transportation services in an effort to fill current gap in service not met by the Regional Transportation Commission or other community providers. Access will be expanded to those urbanized county areas that are not on established public routes, outside the ADA area and/or easily accessible by other traditional means and will facilitate an increase in the

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number of eligible riders and an enhancement of transportation options to include medical appointments, social events, voting, shopping, etc. Transportation services will be provided by volunteers from our robust volunteer program within the Senior Services division of the agency. Volunteer drivers will be required to complete specialized training which will be provided to drivers assigned to these vehicles on an ongoing basis.

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Funding requested for:	<input checked="" type="checkbox"/> Capital:	\$86,564	Years of Funding Requested:
	<input checked="" type="checkbox"/> Operating:	\$19,870	<input type="checkbox"/> 1 Year <input checked="" type="checkbox"/> 2 Years
Total Funding Requested:		\$106,434	

---

Services Generally Provided by Applicant:	Washoe County Human Services Agency provides services to residents across the continuum of care, as well as the life span to include children, adults and seniors who are victims of child abuse, domestic violence, sexual assault, elder abuse, economic exploitation and underserved populations such as seniors and will provide an array of support including shelter, nutrition, case management, crisis intervention, medical, legal, counseling and other supportive services.
---	--

Intended area in the community to be served:	Areas within the urbanized area of Washoe County, including
--	---

~~Neah Valley and outside ADA~~

#### A. Contract Authority

List the name and title of the person authorized to enter into contracts and amendments with the Regional Transportation Commission:

Name	Amber Howell
Title	Director, Washoe County Human Services Agency

#### B. Agency Contacts

Primary Contact:	Dorothy Edwards
Title:	Fiscal Compliance Officer
Telephone (#'s only):	(775)337-4506
Email:	DAEdwards@washoecounty.us
Secondary Contact:	Abby Badolato
Title:	Coordinator
Telephone (#'s only):	(328)2774
Email:	ABadolato@washoecounty.us

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**SECTION II**

**PROJECT**

**UNDERSTANDING**

## SECTION II. PROJECT UNDERSTANDING

### Needs & Benefits (50 Points)

#### A. Applicant, Existing Services, and Service Area

1. Please provide a brief description of the applicant and its background with implementing this type of project.  

In the summer of 2017, Washoe County successfully completed a merger of two of its County Departments into what is now known as the Washoe County Human Services Agency (WCHSA). Our agency provides services and assistance to residents across the continuum of care, as well as the life span to include children, adults and seniors who are victims of child abuse, domestic violence, sexual assault, elder abuse, economic exploitation and underserved populations such as seniors and will provide an array of support including shelter, nutrition, case management, crisis intervention, medical, legal, counseling and other supportive services. The benefit of this merger is to enhance programming, share resources and provide support throughout the lifespan of the case through the provision of Basic Needs (housing, transportation, food, affordable homes for families to keep children with parents and low income seniors, transitional housing, congregate and home delivered meals, transportation program); Emergency Services (homeless shelter, investigations of abuse/neglect, congregate care for children); and, Self Sufficiency and Independence Services (meals, case management, home maker and representative payee services, outreach, helping children live in safe, violent free environments, assisting families, adults and seniors in building brighter futures for themselves, health care and long term services and supports, intake and eligibility, adult group care, burial program, mental health and substance abuse treatment, and emergency intervention and case management). WCHSA strives to promote the health, safety, and well being of children, adults and seniors who are vulnerable to abuse, neglect and exploitation. WCHSA provides an array of protective and supportive services to families and individuals to enhance their quality of life by ensuring they are optimizing their self-reliance and self-sufficiency, as we strive to have a strengthened, safe, and thriving community. The success of the many programs offered reaches beyond the reliance on the County's general fund. Through a myriad of donations, funds, awards and generous grants like the Regional Transportation Commission Section 5310 opportunity, WCHSA has continued to lead the way in innovative and collaborative services for our senior and disabled population. We have a staff that is trained to implement and monitor programmatic and fiscal projects, and continue to explore new opportunities. WCHSA's Senior Services Division has successfully implemented two RTC Paratransit Programs for Senior Citizens and Persons with Disabilities for the Incline Village and Gerlach communities respectively since 2010.
2. Provide a brief description of the applicant's existing services and clients.  

WCHSA provides services to clients throughout the spectrum of their lifetime. This includes children and families, adults and the senior population as well as those with disabilities. Specific to this funding opportunity, WCHSA Senior Services mission is to assist older adults in the community to maintain independence, dignity, and quality in their lives and that of their caregivers, through the provision of an array of direct and indirect social and health services and opportunities they may utilize to achieve their goals. With this in mind Washoe County Senior Services seeks to support the building of a healthy, stable community, and be seen as a desirable place to live for people throughout all stages of life. As the number of seniors rises in our community, the County must make improvements in its ability to meet the unique needs of the senior population. The impact of this significant demographic shift will affect many County departments and must be addressed holistically if it is to be addressed effectively. Seniors, similar to child welfare families, who have access to wrap around services, like home and community

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	<p>based services, are able to age in place and have access to cost effective alternatives to other long term options such as institutional care and nursing homes. Services and support activities for our senior population and for those who have disabilities, and that support the mission of WCHSA, include senior centers located throughout the County; nutrition services (both in home and congregate meals at certain locations); adult day health; case management; representative payee program; homemaker program; a housing program for those disabled seniors who require temporary shelter; transportation assistance; senior outreach teams; animal services and senior services partnership; legal services; media classes and other educational opportunities for seniors.</p>
3.	<p>Provide a description of the applicant's service area. Attach any maps if necessary.</p> <p>WCHSA provides services throughout Washoe County which covers an area of 6,600 square miles in the northwest section of Nevada bordering California and Oregon. The anticipated service area will include those urbanized areas of Reno/Sparks including the North Valleys and those areas outside the ADA requirements.</p>

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**B. Proposed Project**

1. Describe the proposed project, indicating the specific service to be provided to implement, support, or maintain transportation service for elderly individuals or individuals with disabilities.

Currently, Washoe County Human Services Agency (WCHSA) provides transportation services to two unincorporated areas; Incline Village and Gerlach. Services are provided utilizing contractors and provides transportation to eligible seniors and those individuals with disabilities in the rural, unincorporated areas of Washoe County. Transportation is provided to/from Incline Village and Gerlach to the Reno/Sparks communities to ensure the target populations continue to have access to medical appointments, grocery shopping and other activities in the communitys through two Paratransit Program for Senior Citizens and Persons with Disabilites grants funded through RTC. WCHSA will continue to provide these services to seniors and disabled individuals outside the established RTC and ADA routes. The project will give priority to senior and disabled clients in need of immediate, within 24 to 48 hours, transportation services in an effort to fill current gap in service not met by the Regional Transportation Commission or other community providers.

The acquisition of three (3) all wheel, ADA compliant and wheel chair accessible (one) vehicles requested through this funding opportunity, will expand the services to urbanized areas of Washoe County and in particular, those areas in the North Valleys that are not always as accessible due to routing issues, timing, etc. for our senior and disabled population. This includes those areas outside the ADA requirements. These vehicles have the added value of not only increasing ridership and transportation opportunities to this vulnerable population but also will help to mitigate some of the dependence on an already often stressed public transportation.

WCHSA has established a robust pool of volunteers who complete a comprehensive training program prior to being put in the field as volunteer. Over the past two years, WCHSA has successfully implemented a Senior Ambassador Volunteer Program to accommodate the expansion of existing programs and the needs of Washoe County's growing senior population. The time and resources that have been invested in the Senior Ambassador Program will be enhanced and tailored to fit the needs of an Enhanced Mobility Program. Currently, all Senior Ambassador Program volunteers are vetted through a vigorous process consisting of a mandatory FBI background check, DMV driver history check, completion of Elder Abuse training, Food Safety training, Defensive Driver Training and Washoe County Discrimination and Harassment Policy awareness. For current volunteer transportation operations, 15 Passenger Van training is required along with a Washoe County Risk Management driving assessment. In preparation for the expansion of the Enhanced Mobility Program, research is being conducted for the inclusion of Vehicle Transfer Training and possible inclusion of Bloodborne Pathogen Training. This infrastructure and program readiness will be the catalyst for a natural expansion into providing an increased availability of transportation resources.

The implementation of the project will enable riders to call for an appointment within a 24-48 hour turn around response/service. WCHSA currently has a software system in place that has the ability to track transportation requests and notify volunteers a transport is needed, track ridership data and referrals to other supportive services. WCHSA Senior Services will assign program implementation, management and oversight of the day to day operations to the Program Coordinator responsible for the volunteer program.

The mission of WCHSA relative to our senior and disabled population, is to help improve quality of life

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by offering services, support and activities that empowers their personal independence, and encourages healthy aging, social connection and education. We strive to maximize opportunities to create fulfilled relationships and maintain happy, healthy communities. The additional opportunity to provide transportation not only for medical/dental appointments but for outpatient procedures, grocery shopping and medication pick up as well as other appointments will contribute to meeting this goal. An additional advantage will of course be the decrease of dependence on an already overstressed public transportation system that has an amazing and dedicated mission for this effort but is limited as this population grows in number and need. Operational expenses will provide the ability to fund certain administrative expenses related to the implementation of the project.

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2.	Describe how the project will increase accessibility for older adults or individuals with disabilities. Currently, there are areas that while urbanized, are difficult for seniors and those individuals with disabilities to access. The implementation of this project will provide additional, free, efficient and more timely access to those individuals who are in some of the areas that are currently less accessible to transportation. The acquisition of these vehicles would provide increased and enhanced mobility to this population for medical, dental and outpatient appointments, social events, shopping, voting, etc.
3.	Identify the service area to be covered by the project (if applicable). Attach maps if necessary. North Valleys of Washoe County; McCarran Loop, other areas within the urbanized grid where transportation is requested as well as areas outside the ADA requirements.

### B. Overall Service Expectations of the Project

Proposed number of seniors expected to be served annually: 2650

Unit of Measurement: one way trip

Proposed number of individuals with disabilities expected to be served annually: 350

Unit of Measurement: one way trip

*Unit of measurement used to determine the number of persons served can include: one way trips, number of persons trained, number of customers served, etc.*

Estimate the annual number of clientele for each category below:

SPECIFIC CLIENTELE			Total number		3150
Senior Citizens	2650	Individuals with Disabilities	350	Veterans	150
RIDERSHIP: Annual Trips (These figures will be used to calculate ridership projections)					
Last Year (indicate year)		0	Actual number of trips		0
Next Year (indicate year)		2019	Projected number of trips		6300
Percentage of type of trips to be provided (% of use should equal 100)					
Medical	40%	Education		Nutrition	5%
Recreation	10%	Shopping	40%	Employment	
Other (describe)	5% Special events, voting, etc. Above figures represent year one. Previous year was not included as this is a new project. Projected number of trips is assuming a round trip. Year two figures are included in Cost Benefit Analysis, Section D Budget, Number 4, Attachment 4				

### C. Project Need

1.	Describe how and when the project need was identified. Explain how the proposal will benefit seniors and/or individuals with disabilities. Over the last five years, Washoe County has seen our senior and disabled population increase as evidenced by the services provided. From 2013 through 2017, the demand for case management services such as homemaker services, representative payee, mental health and financial assistance and those services offered at the county senior centers has increased approximately 8% per year serving an average of 21,612 seniors annually. The demand for senior nutrition services, both congregate and home delivered meals has increased approximately 12% per year resulting in over 420,000 meals being served to seniors in fiscal year 2017. WCHSA had delivered its 8 <sup>th</sup> millionth meal to seniors by the end of 2017! The increase in demand for services to seniors also provided evidence a gap in service for the immediate, 24-48 hour transportation service for the senior and disabled population was becoming
----	--

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	critical.
	<p>As early as 2013, survey results from the Senior Needs Assessment (August 2013, InfoSearch International) provides an example of what continued to be a growing concern. Washoe County was pleased at the services we were able to offer but realized that we need a more robust system to support and connect seniors and disabled individuals in the community to vital resources and reduce the risk of social isolation. Increased transportation services will go far to address this concern. Not only will the homebound seniors and disabled population be able to receive timely and efficient service for critical appointments, they will realize an improved quality of life with an ability to travel to social events, shop independently, vote and/or participate in special events. According to a quote in the January 2014 Master Plan for Aging Services Delivery, "RTC is looking for any available partnerships to leverage everyone's resources [for transportation for seniors and disabled] ". Washoe County HSA desires to be part of the solution and continue to grow our collaborative partnerships with community resources to invest in transportation that improves the ability of vulnerable individuals to have coordinated and comprehensive access to key transportation.</p>
2.	<p>Briefly describe or cite sources supporting this need. May include demographics, site specific studies, surveys, customer testimonials, etc.</p> <p>The following includes just some of the sources researched and available to demonstrate the need for this project.</p> <ul style="list-style-type: none"> <li>-RTC Coordinated Human Services Transportation Plan (<a href="https://www.rtcwashoe.com/wp-content/uploads/2017/04/Coordinated-Transportation-Plan.pdf">https://www.rtcwashoe.com/wp-content/uploads/2017/04/Coordinated-Transportation-Plan.pdf</a>)</li> <li>-Access to Health Care Performance Measures cite that they receive significantly more calls than rides provided.</li> <li>-Truckee Meadows Regional Planning Agency maps and GIS data were reviewed to determine where the Seniors reside and where medical services are available.</li> <li>-Senior Services Master Plan, which includes research from UNR Sanford Center for Aging <a href="https://www.washoecounty.us/seniorsrv/master_plan.php">https://www.washoecounty.us/seniorsrv/master_plan.php</a></li> <li>Washoe County Master Plan for Aging Services Delivery (excerpt on Attachment XX)</li> <li>-Current ridership on established program in Incline and Gerlach provides data that supports overall growth in need.</li> <li>-Social Workers and other staff regularly provide resources to Seniors regarding the transportation needs in the community and often hear about the barriers to service such as cost, location, etc.</li> </ul>
3.	<p>How does the proposed project serve an immediate need that cannot be filled otherwise?</p> <p>Currently, services are limited to certain areas within Washoe County, and not always available to seniors and those with disabilities in these locations. The implementation of this project will assist RTC by expanding to new areas of service with in the urbanized, allowable area to provide access to needed services for seniors and the disabled population in the community and will include areas outside the ADA requirement. Absent from these services, many seniors go without or are significantly delayed in receiving needed medical services and care due to the limited transportation services. Additionally, the provision of these services will align with one of our agency's goals to allow for seniors to age in their home residence and not move to a higher level of care. The financial impact along with the emotional benefits are significant. With this service, this population will gain new access to grocery stores, other shopping opportunities, medical pick ups and appointments, therapy appointments, and social activities not previously available to them. Suddenly, a senior or individual with a disability that has been isolated and homebound experiences socialization never received before.</p>
4.	Briefly describe how the project will address the following:

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	<p>Provide service that is non-duplicative: Washoe County does not currently have the capacity to meet short term transportation needs of seniors and disabled individuals. Other community providers such as RTC and Access to Healthcare Network require riders to schedule appointments in advance in order to schedule rides. Services offered will have an expedited turn around of 24-48 hours from the time of request which will be made through software already onboard by the county; or via telephone/text for those individuals without access to internet. Individuals served typically will not qualify for other transportation services within the county and there will be no fee for services rendered.</p> <p>Serve the special needs of seniors and/or individuals with disabilities: The target population will be individuals over 60 and those with disabilities. Additionally, WCHSA is exploring adding a more thorough transportation assessment process for our senior and disabled clients which will further ensure needed services are being made available and gaps are being addressed. This population, by virtue of health, lack of resources or familial connections is often isolated and homebound. The provision of these transportation services goes beyond ensuring medical needs are met. Seniors and disabled individuals will be able to become a part of the community and contribute to the county in which they live. Many seniors and those individuals with some disabilities experience emotional, mobility, monetary, psychological, and social loss as a result of aging, illness, disability, or living situation. More specifically, these losses can include feeling a loss of social status and spontaneity and an increase in planning and waiting time. Often, a non-driving individual feels that he or she must always plan around others' schedules, and that trips are increasingly made out of necessity rather than for social reasons. These feelings can make asking family and friends for transportation incredibly difficult. The ability to make their own appointments and/or have assistance in doing so with some independence will address some of these feelings of loss of independence. WCHSA desires to take an innovative, holistic approach to address transportation issues for this population.</p>
5.	<p>How is the project innovative in finding a unique way of addressing the transportation needs of seniors and/or individuals with disabilities?</p> <p>Washoe County HSA realizes that to truly serve the growing population of seniors in the urbanized areas of the county, as well as make services available to those that have disabilities, a transportation plan that involves more than just a prescribed route at specific times is necessary. While the availability of public transportation is important, the ability for individuals presenting to WCHSA to attend appointments and other events at a time that is convenient for them and/or their physician and caretakers is significant. Many of these appointments are made with the assistance of workers within WCHSA and the ability to assist with the appointments when the physician and client are both available ensures care is received when it is needed. There are many times when the additional needs of this population are not always considered when planning and assessing transportation needs. This plan involves the use of these vehicles to transport individuals to events and locations beyond medical appointments. Additionally, this project provides WCHSA the ability to provide service to a population that may have extreme frailty, additional medical equipment (such as oxygen) beyond a wheel chair, or an impaired knowledge of landmarks, addresses, location, and inability to attend to daily complexities. Our trained drivers, volunteers and case managers will be able to offer assistance, management and preparation.</p>

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## D. Coordinated Human Services Transportation Plan (CTP) Strategies

1.	<p>List the strategies identified in the Coordinated Human Services Transportation Plan (CTP) that support the proposed project. Explain how this project will specifically address the strategy. The CTP may be reviewed at <a href="https://www.rtcwashoe.com/public-transportation/accessibility/">https://www.rtcwashoe.com/public-transportation/accessibility/</a>.</p> <p><b>Strategy # 3: Purchase Wheelchair Accessible Vehicles for Human Service Agencies.</b> WCHSA is requesting the purchase of three (3) vehicles (two (2) in year one and one (1) in year two) that are ADA compliant, all wheel drive, wheel chair accessible (one) to fulfill our mission and goal of providing increased and enhanced mobility to seniors with disabilities. The addition of these vehicles addresses barriers to transportation services and provides options to current services for our clients. While the availability of public transportation is important, the ability for individuals presenting to WCHSA to attend appointments and other events at a time that is convenient for them and/or their physician and caretakers is significant. Many of these appointments are made with the assistance of workers within WCHSA and the ability to assist with the appointments when the physician and client are both available ensures care is received when it is needed. This project involves the use of these vehicles to transport individuals to events and locations beyond medical appointments. Additionally, this project provides WCHSA the ability to provide service to a population that may have extreme frailty, additional medical equipment (such as oxygen) beyond a wheel chair, or an impaired knowledge of landmarks, addresses, location, and inability to attend to daily complexities. Our trained drivers, volunteers and case managers will be able to offer assistance, management and preparation.</p> <p><b>Strategy #4: Provide Flexible Transit Service in Outlying Areas of Our Community.</b> With the addition of the vehicles mentioned in Strategy 3, WCHSA will be able to provide additional and enhanced transportation options to our senior and disabled population. Through the addition of vehicles will come the increase to ridership and number of trips within the allowable area. The flexibility of having transportation to additional outlying urbanized areas of Washe County including the North Valleys and areas outside the ADA requirement will address the gap in services in these areas and provide access to activities beyond medical appointments. This fulfills the goal of providing independence and contributes to health aging and social connection. WCHSA will also expand the Volunteer Driver Program within the agency.</p>
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2.	<p>What goals of the CTP does this project achieve? (check all that apply &amp; explain below)</p> <table border="1"> <tr> <td>Improves mobility for elderly persons, those with disabilities and those seeking employment and independence.</td><td><input type="checkbox"/></td></tr> <tr> <td>Improves access to transportation services getting to employment and to employment-related activities for the under-employed.</td><td><input type="checkbox"/></td></tr> <tr> <td>Provides tools to overcome existing barriers facing those with disabilities and seniors seeking integration into the workforce and community activities.</td><td><input checked="" type="checkbox"/></td></tr> <tr> <td>Includes veterans and military service families in the region with transportation suited to their needs.</td><td><input checked="" type="checkbox"/></td></tr> <tr> <td>Provides the basis for drawing multi-jurisdictional, multi-disciplined stakeholders together to collaborate on how best to provide transportation services to include unmet needs.</td><td><input checked="" type="checkbox"/></td></tr> <tr> <td>Facilitates coordination for providing human service transportation to fill unmet needs and gaps in the transportation system.</td><td><input checked="" type="checkbox"/></td></tr> </table> <p>Explain how project goals will be achieved: 1. Provide tools to overcome existing barriers facing those with disabilities and seeking integration: With millions of seniors aging in place (according to AARP, 2015), the need for efficient and broad transportation services increases. For many, the transportation needs and</p>	Improves mobility for elderly persons, those with disabilities and those seeking employment and independence.	<input type="checkbox"/>	Improves access to transportation services getting to employment and to employment-related activities for the under-employed.	<input type="checkbox"/>	Provides tools to overcome existing barriers facing those with disabilities and seniors seeking integration into the workforce and community activities.	<input checked="" type="checkbox"/>	Includes veterans and military service families in the region with transportation suited to their needs.	<input checked="" type="checkbox"/>	Provides the basis for drawing multi-jurisdictional, multi-disciplined stakeholders together to collaborate on how best to provide transportation services to include unmet needs.	<input checked="" type="checkbox"/>	Facilitates coordination for providing human service transportation to fill unmet needs and gaps in the transportation system.	<input checked="" type="checkbox"/>
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desires do not change, but the ability to stay mobile and independent decreases. The addition of vehicles to provide additional transportation resources will support efforts to continue to take advantage of the contributions this population can make to the community and workforce, as well as maintain a healthy and productive lifestyle. For the disabled population, the need becomes imperative that transportation is not only accessible but equipped to meet the specialized needs of this population. The Americans with Disabilities Act (ADA) recognizes that some users of public transportation, due to the nature of their disability, will be unable to use fixed-route services even with full accessibility. The addition of these vehicles and the implementation of this project within WCHSA will help to ensure equal access for this population. Many included in this demographic are unable or unwilling to drive or do not have access to a private vehicle. Additional vehicles that provide more routes, more opportunity and access will mitigate at least some of the barriers that this population faces in remaining an active part of the community in whatever areas they desire.

2. Include veterans and military service families with transportation suited to their needs: Veterans and military service families are an important component of Washoe County and WCHSA has members of this population on current caseloads who could benefit from the ability to make and keep appointments for medical issues, mental health services, social services and community activities. Senior veterans and their families often have unique needs particularly related to medical and/or mental health needs. Financial barriers (for the entire senior and disabled population) often prevent access to a vehicle or the ability to find transportation to appointments and events. These vehicles and this project will provide a critical need to this population.

3. Provide the basis to include stakeholders for collaboration: Washoe County is fortunate to have multiple agencies that provide services and collaborate in order to ensure the maximum benefit is received by clients served. Included in some of these partners are

- Catholic Charities
- Aging and Disability Services Division – State of Nevada / Elder Protective Services
- Sierra Senior Services
- Sun Valley General Improvement District
- City of Reno
- City of Sparks
- Sanford Center for Aging & Geriatric Specialty Clinic

4. Facilitate coordination for providing human service transportation to fill gaps and meet needs in transportation system: WCHSA appreciates the efforts made by our Regional Transportation Commission in providing transportation to our community and the effort to reach as many citizens as possible. It is incumbent upon us as the human service agency to ensure those individuals that reach out to us with needs for services, including transportation have their needs met. This project has the potential to make a remarkable enhancement to our existing efforts towards ensuring individuals not only make it to critical medical appointments but are able to attend those events and improve access to places that are important to the client for wellbeing and enhancing community ties.

3.	Document the section and page in the CTP that identifies the project or need your agency is filling.			
	Section:	Section 6, Strategy 3 & 4	Page:	23

### Project Readiness (30 Points)

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### **A. Implementation & Operations**

#### **Please provide a timeline for the proposed project with major milestones.**

Milestones are tasks that need to be completed by a specific time in order for the project to be a success. Anticipate the project start date to begin October 1, 2018. For the DATE field, please indicate estimated Completion of each task after grant approval.

Milestone	Date (M/d/yyyy)
1. Purchase of vehicles	10/15/2018
2. Development of revised policy and process for the identification of transportation need and the ultimate appointment and completion	10/1/2018
3. Program Process Development and HSA Staff Training	10/1/2018
4. Development of Volunteer Process and Policy	10/1/2018
5. Development of Volunteer Training Plan	10/1/2018
6. Development and Implementation of Outreach Plan	10/1/2018
7. Development of Satisfaction Survey	10/1/2018
8. Program Implementation	11/1/2018
9. Program Evaluation	4/1/2019

### **B. Proposed Project Key Deliverables.**

If funded, the deliverables will be evaluated as part of the ongoing project management process.

1. WCHSA will develop a defined process outlining the methodology for clients to call for transportation services.
2. WCHSA will provide a quarterly report identifying the number of riders including specific type of riders (veteran, companion, disabled, etc.), demographics of the request, including location and type of appointment. This will assist in project evaluation.
3. WCHSA will provide a training plan for volunteers and drivers of vehicles transporting this population, ensuring and documenting best practices in the assistance of seniors and disabled individuals in and out of vehicles as well as the ability to secure certain safety issues/wheelchairs.
4. WCHSA will provide a copy of driver training plan.
5. WCHSA will provide a copy of client satisfaction survey to aid in project evaluation.

### **C. Agency & Personnel Capability**

1. Identify all staff that will be involved in implementing the proposed project. Provide a summary of their qualifications, roles and responsibilities, and percentage of time allocated to the project.
  - Abby Badolato (10%) - Coordinator, LSW. Review and evaluate program needs and efficiencies. Evaluate statistical information for current and future program expansion. Operational process development and oversight.
  - Joti Bhakta (10%) – Social Services Supervisor, LSW. Eligibility criteria process implementation and setting service standards. Operational process development.
  - Todd Acker (28%) – Program & Volunteer Coordinator, Senior Nutrition Programs HSA. Policies and Procedures development and implementation. Develop and implementation of program training curriculum. Recruitment, coaching and volunteer development. Daily program oversight. Vehicle

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	<p>maintenance review and compliance.</p> <ul style="list-style-type: none"> <li>•Autumn Foster (25%) – Human Services Support Specialist II. Scheduling and monitoring of daily operations. Data input and tracking. Development and generation of reports required for monthly and grant reporting. Client correspondence for programmatic policies and procedures.</li> <li>•Magali Cooke (5%) – Human Services Support Specialist II. Appropriate referrals as needed. Eligibility determination. Cross referral and care coordination of services as required. Data entry. Program outreach.</li> <li>•Gabrielle Gerardo (5%) – Human Services Support Specialist II. Appropriate referrals as needed. Eligibility determination. Cross referral and care coordination of services as required. Data entry. Program outreach</li> <li>Alexis Challstrom (5%) – MSW LSW. Program outreach</li> </ul>
2.	<p>Describe the agency’s operational, technical, administrative and institutional capability to carry out the proposed project successfully.</p> <p>Operational Capability: In 2017, Washoe County successfully completed a merger of two of its County Departments into one Human Services Agency which merged Social Services and Senior Services into one unified agency now called Washoe County Human Services Agency (WCHSA). Our agency provides services and assistance to residents across the continuum of care, as well as the life span to include children, adults and seniors who are victims of child abuse, domestic violence, sexual assault, elder abuse, economic exploitation and underserved populations such as seniors and will provide an array of support including shelter, nutrition, case management, crisis intervention, medical, legal, counseling and other supportive services. The benefit of this organizational merger is to enhance programming, share resources and provide support throughout the lifespan of the case through the provision of Basic Needs (housing, transportation, food, affordable homes for families to keep children with parents and low income seniors, transitional housing, congregate and home delivered meals, transportation program); Emergency Services (homeless shelter, investigations of abuse/neglect, congregate care for children); and, Self Sufficiency and Independence Services (meals, case management, home maker and representative payee services, outreach, helping children live in safe, violent free environments, assisting families in building brighter futures for themselves and their children, health care and long term services and supports, intake and eligibility, adult group care, burial program, mental health and substance abuse treatment, and emergency intervention and case management). We are poised organizationally to carry out this project successfully and efficiently.</p> <p>Technical Capability: WCHSA has the required software program in place to begin the transportation project immediately, with scheduling and tracking policies and process in place. We have a strong technical team in the agency to support this initiative.</p> <p>Administrative Capability: WCHSA is responsible for the provision of services and assistance to residents across the continuum of care to include children, adults and seniors who are victims of child abuse, domestic violence, sexual assault, elder abuse, economic exploitation and underserved populations such as seniors and will provide an array of support including shelter, nutrition, case management, crisis intervention, medical, legal, counseling and other supportive services. This is accomplished through a staff of over 400, with offices throughout the county to ensure all citizens needing services have access. Workers have face to face contact with victims, assessing through interviews, mental/physical exams, providing law enforcement or legal assistance if requested and emergency basic needs. Additionally, the county employs specific staff who are responsible for transporting clients to appointments, purchasing goods as needed, delivering meals, etc. Audits and performance evaluations show that WCHSA administers all programs within federal, state, and county guidelines including fiscal activities.</p> <p>Institutional Capability: WCHSA has developed a culture of innovative and forward thinking staff with leadership that supports and encourages any idea that will support the mission of the agency. The goal of</p>

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	breaking down silos both internally and externally and opening communication channels with an array of partners has meant success for programs as we work with faith based communities, rural and urban transportation entities, state and federal partners, and private businesses.
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#### **D. Budget**

##### **Complete the “Project Budget Workbook” (in Microsoft Office Excel format.)**

1.	<p>Describe your efforts to leverage funds and/or existing resources to support the implementation of this project.</p> <p>WCHSA has purchased software to support transportation scheduling and trip completion records which represents a savings in logistics and support. An assessment and realigning of responsibilities will allow the implementation of this project without the added cost of additional personnel. A percent of personnel time has been allocated to support this important project.</p>
2.	<p>Are there alternative sources of funding which would be used to support this project? Be specific. Include an audit report or letters with financial commitment as justification of other funding sources.</p> <p>WCHSA has not budgeted additional funds for this project in our 2018/19 budget. Should we not receive the award, we will continue to work with community partners as well as RTC to schedule transportation services with existing community resources. Should we receive the award and based on the anticipated success of the program, HSA will plan to budget maintenance and ongoing costs in the 2020 budget.</p>
3.	<p>Can the project be implemented on a limited or expanded scope? Explain.</p> <p>In the event WCHSA were to be awarded funding for less than the requested number of vehicles, the implementation plan would be adjusted accordingly. The software and staff would remain in place with the knowledge that ridership and availability may be less than initially requested/estimated. WCHSA appreciates the generosity of the Federal Transit Administration as well as the Regional Transportation Commission in the award of any funding. We take pride in being fiscally responsible for our grants and will take maximum advantage of any new and existing resources to implement this important project. The request for the additional vehicle in year two provides an opportunity for us to assess year one and expand on the anticipated success along with correctly and addressing any challenges discovered.</p>
4.	<p>Conduct a cost-benefit analysis for the proposed project. Briefly explain the reasonability of the calculated cost. Divide the total project cost by the number of persons served (as measured by one-way trips, persons trained, persons utilizing capital asset, or other unit.) Refer back to the unit of measure you choose under Overall Service Expectations for Project on Page 4.</p> <p>WCHSA has projected the number of rides to clients based on current caseloads, attendance at senior centers across the services area, other services provided to seniors and the disabled population which are currently tracked; and, the projected growth of this population. Estimates are calculated as accurately as possible with the knowledge that each quarterly progress and evaluation report may result in an increase or decrease.</p> <p>For the first year of this new program, riders are anticipated to increase each quarter as public awareness and marketing campaigns begin to demonstrate an impact.</p> <p>With a total expectation for Year One (Q1: 315; Q2: 630; Q3: 945, Q4: 1260) of 3,150 riders including seniors, disabled and veterans and for Year Two of 5,000 (a growth of about 60%) the total number of clients served for the two year project is estimated at 8,150 (total rides at 16,300).</p> <p>Attachment 4 provides a brief overview of costs and savings.</p>

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### **E. Sustainability**

Existing or expanded §5310 project:	Discuss previous/current efforts to seek additional funding from agencies and programs. Explain the status and/or outcomes.
	N/A
New §5310 project:	<p>Discuss how the agency intends to maintain the project after grant funding ends.</p> <p>Washoe County HSA is funded by a variety of funding sources with a total requested FY18 operating budget of 97 million, which covers all human services provisions within Washoe County to include child welfare, adult welfare, senior services and indigent services. WCHSA receives Federal entitlement and grant funds, State block grant, State grants and incentive funds, State adoption caseload growth funds, private and local government grants and donations, charges and fees, and a mix of designated Ad Valorem county taxes, county general fund and dedicated indigent funding.</p> <p>We have numerous public and private partnerships that are critical to our sustainability and success. We are appreciative and extremely grateful for our community partners and state and county relationships. We understand that it takes numerous agencies and funding sources to respond, treat and assist our populations and know that we are only successful as a unified team, ensuring we are not duplicating services, but rather complimenting and enhancing programs. For projects that involve a capital purchase, the ongoing maintenance and upgrades will be taken from our general fund budget and future budgets adjusted accordingly. Prior to applying for any grant, WCHSA administrative and fiscal staff review existing resources including personnel to ensure the sustainability of projects that have an expectation of extending beyond the life of the grant. WCHSA Senior Services retains a staff of caseworkers and volunteers who share the responsibility for the service delivery to this population. Transportation services are managed by a program coordinator who will remain in place and continue the program as enhanced or as it currently remains. We will reach out to those partners who have received additional transportation resources (or who may have a need) and provide collaborative discussion to ensure our clients continue to receive the benefits of safe, free, and holistic transportation opportunities.</p>

### **F. Performance Measures**

Discuss data that the agency will collect to evaluate project performance.
Data is critical to the evaluation and success of any program and WCHSA maintains a myriad of data sets, reports and publications to not only justify new programs but to evaluate the success and value of others. Relative to this project, a full range of data will be collected to fully analyze and evaluate the success of the project as well as provide an action plan to address needed revisions. Data includes the number of rides, clients and the types of ride. Also evaluated will be the volunteer hours, trips by zip codes, mileage, client demographics, veterans and disability. Only by looking at the full spectrum of rider and trip demographics along with internal statistics can we fully evaluate the program and plan for the future accordingly.

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## Coordination, Partnership & Outreach (20 Points)

1.	<p>Describe any coordination activities that your organization participates in. (e.g. coordinated meetings, obtaining customer input, joint driver training, coordination of client rides, vehicle sharing, etc.)</p> <p>WCHSA currently operates a Senior Ambassador Program, a volunteer program, that is utilized to support the expansion of the Senior Nutrition Program/Meals On Wheels. The Senior Nutrition Program currently utilizes 30+ volunteers, three (3) Washoe County owned vehicles and numerous volunteer vehicles to assist with the delivery of meals to home bound seniors. Senior Ambassadors are also trained in basic techniques to identify a decline in the health and well being of home bound seniors, one of Washoe County's most vulnerable populations. All components of that program have been developed and fully implemented over the past two years and include policies &amp; procedures; volunteer training (food safety, elder abuse, defensive drivers training, route orientation); routing; scheduling; personnel; and, vehicle safety.</p> <p>The Senior Ambassador Program also operates a single van that provides transportation services to the senior population of Cold Springs. The van is operated on a scheduled basis and all duties are performed by fully vetted volunteers. A client survey and satisfaction form is under development as we work to coordinate our activities and rides with our other County and community partners.</p>
2.	<p>What efforts have been undertaken to identify and obtain local funding for this project?</p> <p>WCHSA continues to explore funding sources. The fiscal year 2018/19 county budget could not support the full project costs to purchase additional vehicles and implementation for this project, however WCHSA was able to identify funds for the required match. We have explored donations as well as other grant opportunities however for this project and this time frame, the 5310 project was the ideal solution.</p>
3.	<p>What local funding sources have been committed to the project? (Attach documentation if necessary).</p> <p>WCHSA has committed funds from the ad valorem tax for seniors and indigent fund to support the required match as well as staffing, and software for this project.</p>
4.	<p>Describe how the agency will disseminate information to seniors and/or individuals with disabilities and agencies that can utilize and benefit from the proposed project.</p> <p>WCHSA has the ability to cultivate ridership through multiple established community partners. With a history of successful working relationships amongst the following entities, a streamlined method of communication and information delivery will be established to determine and identify individuals who will benefit from an enhanced mobility program:</p> <ul style="list-style-type: none"> <li>• Catholic Charities</li> <li>• Aging and Disability Services Division – State of Nevada / Elder Protective Services</li> <li>• Sierra Senior Services</li> <li>• Sun Valley General Improvement District</li> <li>• City of Reno</li> <li>• City of Sparks</li> <li>• Sanford Center for Aging &amp; Geriatric Specialty Clinic</li> </ul> <p>WCHSA staff will incorporate all available details of the Enhanced Mobility Program in the numerous outreach activities that take place throughout the calendar year. Prior to the time of program implementation, six senior service staff members will be fluent in the logistics and eligibility criteria of the mobility program to ensure the quality delivery of information to all scheduled and unscheduled outreach opportunities. This will ensure the rapid utilization and success of the program. These same outreach opportunities will be utilized for volunteer recruitment.</p>

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**PROJECT NAME:** Washoe County Human Services Agency Mobility and Transportation Enhancement

Type in project name above.

Fill in the "total" field only.

Fill in "Other" description, if applicable.

**YOUR PROJECT IS ELIGIBLE FOR REVIEW.**

	Year(s) 1-2	Year 1			Year 2		
Expense		Total	Federal	Local	Total	Federal	Local
Vehicle Purchase	98,734	65,944	56,052	9,892	32,790	27,872	4,919
Preventative Maintenance	-	-	-	-	-	-	-
Hardware	-	-	-	-	-	-	-
Software	3,300	1,500	1,200	300	1,800	1,440	360
Infrastructure Improvements	-	-	-	-	-	-	-
Mobility Management	-	-	-	-	-	-	-
Purchase of Service	-	-	-	-	-	-	-
Other -	-	-	-	-	-	-	-
Other -	-	-	-	-	-	-	-
Other -	-	-	-	-	-	-	-
Other -	-	-	-	-	-	-	-
TOTAL	102,034	67,444	57,252	10,192	34,590	29,312	5,279

CAPITAL							
Salaries/Wages	-	-	-	-	-	-	-
Fringe	-	-	-	-	-	-	-
Materials/Supplies	8,000	4,000	2,000	2,000	4,000	2,000	2,000
Vehicle Fuel Expense	4,550	1,800	900	900	2,750	1,375	1,375
Vehicle Maintenance Costs	8,275	3,275	1,638	1,638	5,000	2,500	2,500
Vehicle License/Title/Insurance	-	-	-	-	-	-	-
Volunteer Stipend	7,800	3,900	1,950	1,950	3,900	1,950	1,950
Volunteer Mileage Reimbsmnt	-	-	-	-	-	-	-
Volunteer Driver Training	1,000	500	250	250	500	250	250
Indirect/Administrative Costs:							
Washoe County at 10% FTC allowed	10,114	6,399	3,200	3,200	3,715	1,858	1,858
Other -	-	-	-	-	-	-	-
TOTAL	39,739	19,874	9,937	9,937	19,865	9,933	9,933

**TOTAL PROJECT COST** 141,773

**CAPITAL (80/20)**

Federal Funds Requested: 86,564

Local Funds Contributed: 15,470

<b>TOTAL FEDERAL FUNDS REQUESTED:</b>	<b>106,433</b>
<b>TOTAL LOCAL FUNDS CONTRIBUTED:</b>	<b>35,340</b>

**OPERATING (50/50)**

Federal Funds Requested: 19,870

**Local Funds Contributed:**

**19,870**



**SECTION III**

**SUPPLEMENTAL**

**INFORMATION**

Additionally, WCHSA will be represented by the Retired & Senior Volunteer Program (RSVP) as an additional point of volunteer recruitment. Current volunteer opportunities are discussed with interested parties and presented once monthly at the organizations regularly scheduled orientations.

### SECTION III. SUPPLEMENTAL INFORMATION

Please attach the following documents:

Service Area/Route Map, if applicable.

Attachment 1: Vehicle Inventory (if requesting funds for vehicles)

Attachment 2: Maintenance of Vehicles and Vehicle Being Replaced (if requesting funds for vehicles)

Attachment 3: Local Governmental Authority Certification (Government Entities only)

Local Match Supporting Documentation

Current Letters of Support for project

Other Relevant Information: Attachment 4 Cost Benefit Analysis (limit 2 pages)

Last three (3) years of financial audits, new applicants

Most recent financial audit, existing applicants

### Project Submittal Checklist

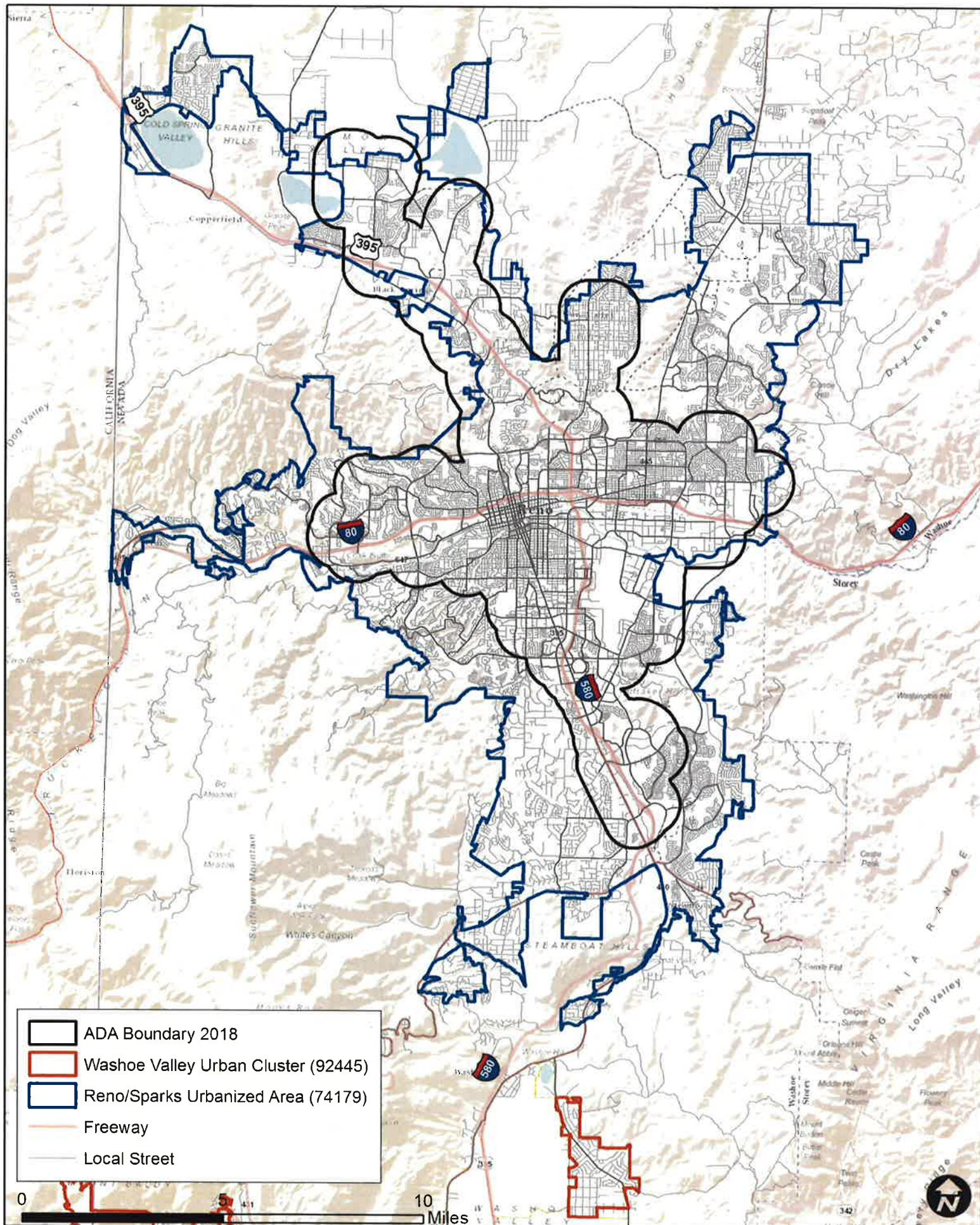
All attachments **MUST** be submitted with the application and in the order shown:

<b>Applicant Overview (Section I)</b>	
<input checked="" type="checkbox"/>	Copy of current IRS W-9 Taxpayer Identification Certification Form
<input type="checkbox"/>	<b>Documentation Certifying Non-Profit Status, if applicable:</b>
<input type="checkbox"/>	Articles of Incorporation
<input type="checkbox"/>	Non-profit Status Documentation IRS 501(c)(3)
<input type="checkbox"/>	Governing Body Names, Titles, Race & Gender
<b>Project Understanding (Section II)</b>	
<input checked="" type="checkbox"/>	Budget Workbook
<b>Supplemental Information (Section III)</b>	
<input checked="" type="checkbox"/>	Service Area/Route Map (if applicable)
<input checked="" type="checkbox"/>	Attachment 1: Vehicle Inventory (if requesting funds for vehicles)
<input checked="" type="checkbox"/>	Attachment 2: Maintenance of Vehicles & Vehicle Being Replaced (if requesting funds for vehicles)
<input checked="" type="checkbox"/>	Local Match Supporting Documentation
<input checked="" type="checkbox"/>	Current Letters of Support for project
<input checked="" type="checkbox"/>	Last three (3) years of financial audits, new applicants
<input checked="" type="checkbox"/>	Most recent financial audit, existing applicants

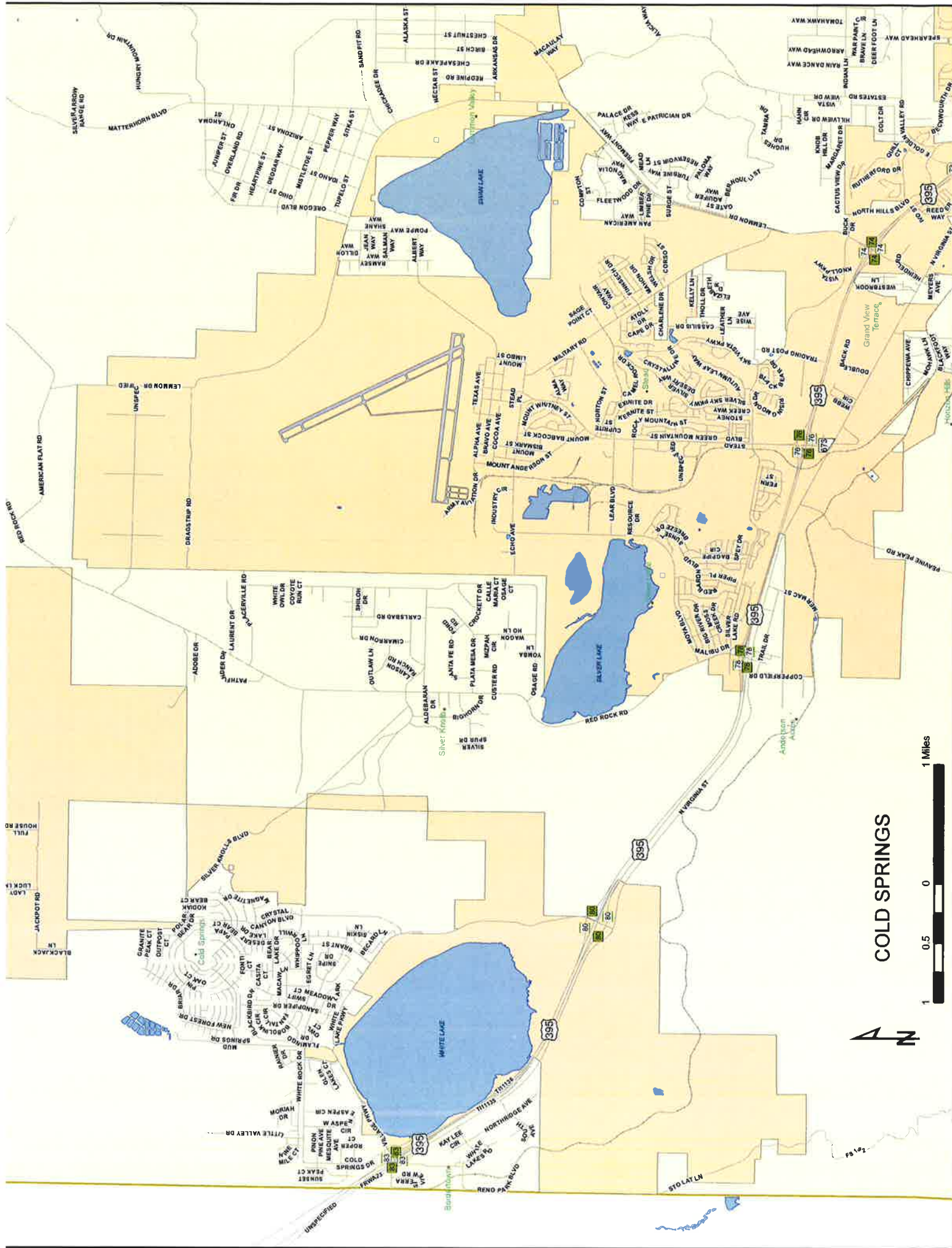
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# Reno/Sparks Urbanized Area & Washoe Valley Urban Cluster



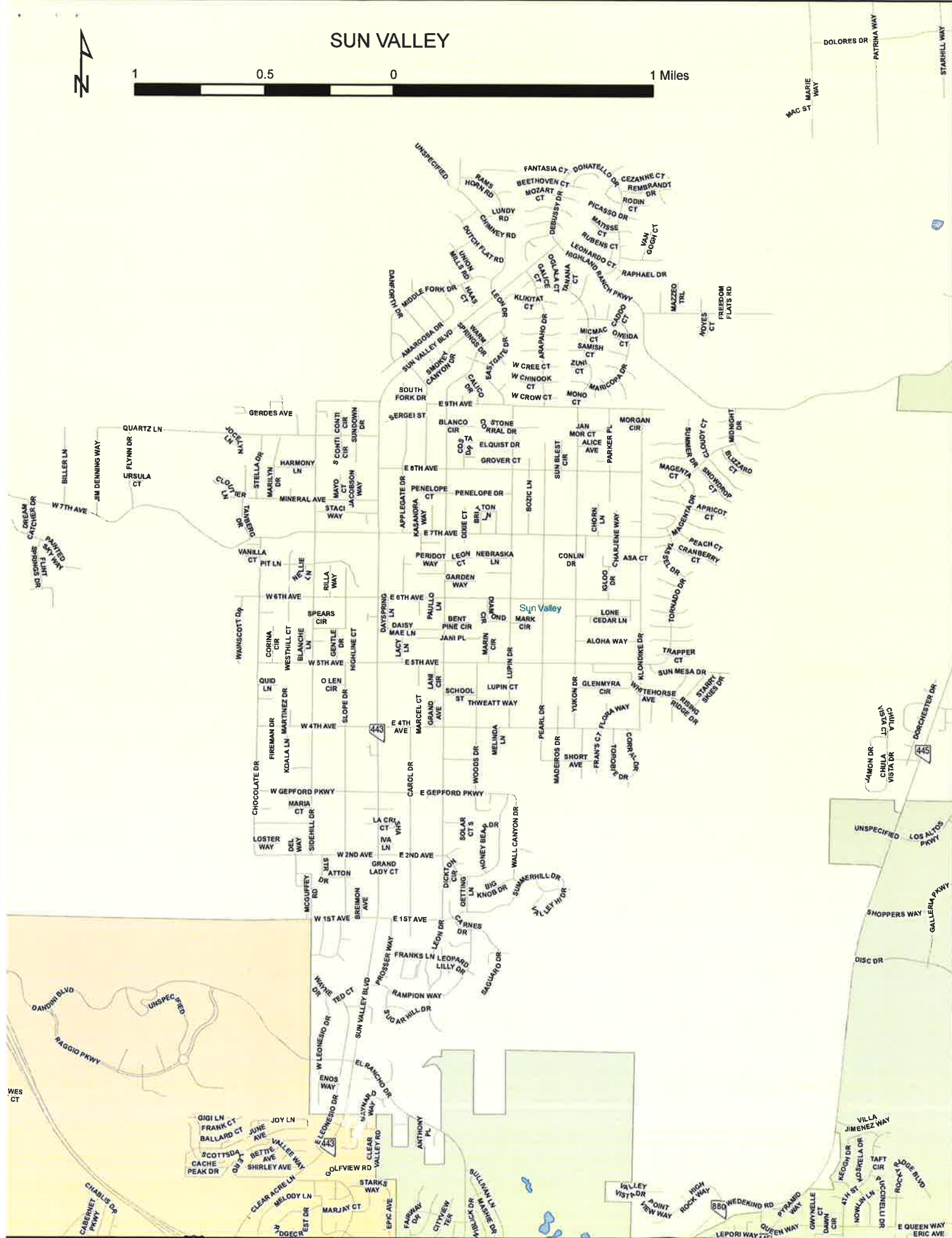




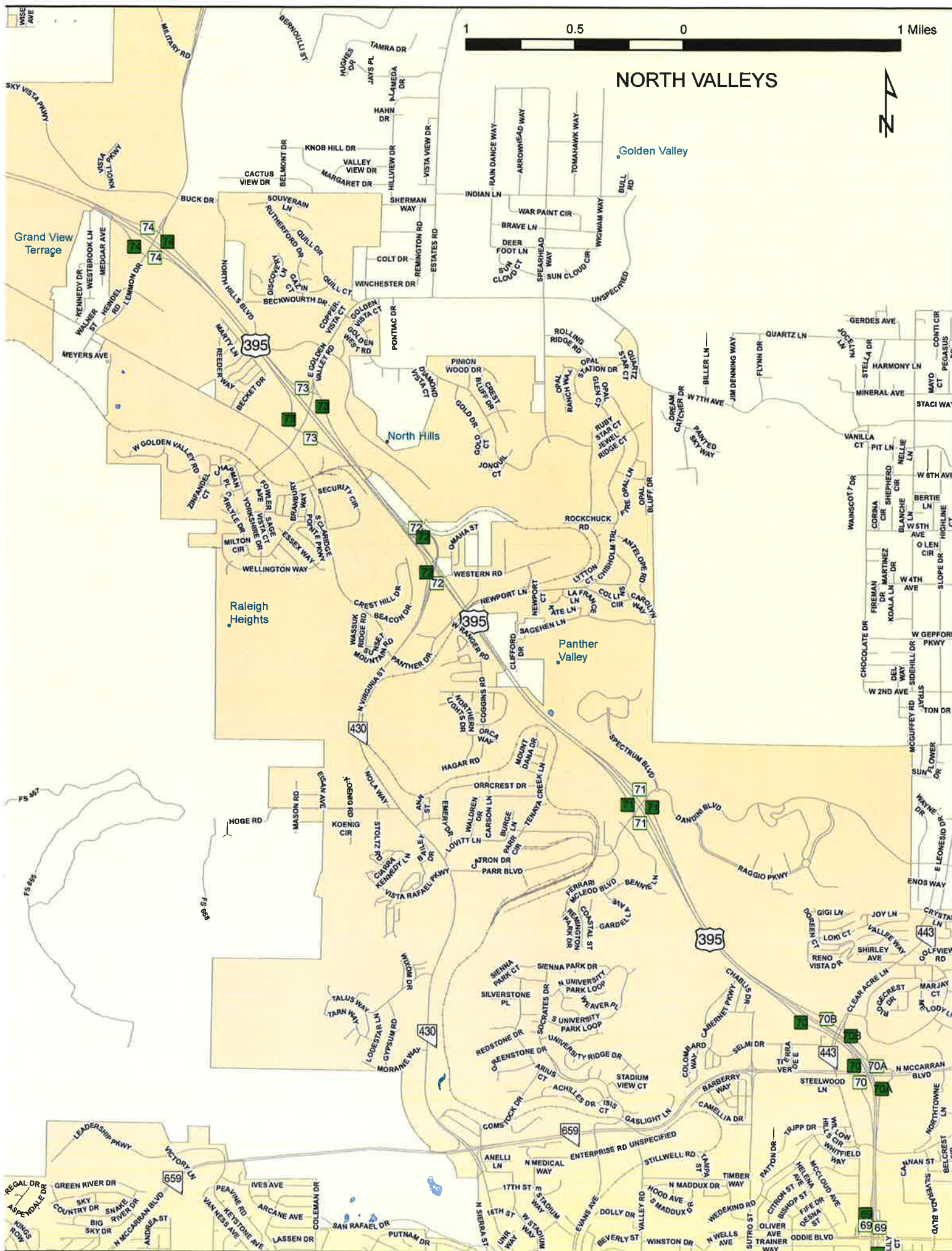
COLD SPRINGS



# SUN VALLEY







# NORTH VALLEYS

Golden Valley

North Hills

Raleigh Heights

Panther Valley

# **ATTACHMENTS**

**1-3**

## Attachment 1: Vehicle Inventory

*To be completed if 5310 funding will be used to fund capital purchase of a new or used vehicle.*

### Current Vehicle Inventory

Type	Current Mileage	Year of purchase	Fuel Type <sup>1</sup>	Passenger Capacity	ADA Equipped	Condition of Vehicle <sup>2</sup>	On-Board Communication <sup>3</sup>	Annual Trips	Funding Type <sup>4</sup>
1.			<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>
2.			<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>
3.			<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>
4.			<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>
5.			<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>

Are all of your vehicles covered by insurance? ☒ YES ☐ NO

Do any of your vehicles require a CDL? ☐ YES ☒ NO If yes, how many vehicles require a CDL?

### Proposed Capital Vehicle Purchase

Type	New or Used <sup>5</sup>	Year of purchase	Fuel Type <sup>1</sup>	Passenger Capacity	ADA Equipped	Condition of Vehicle <sup>2</sup>	On-Board Communication <sup>3</sup>	Insurance Coverage <sup>6</sup>	CDL Required
1. 2017 Braun Simple Stow Dodge, Mini Van	<i>New</i>	2018	<i>Gasoline</i>	7	<i>Yes</i>	<i>New</i>	<i>iPhone/iPad IMS</i>	<i>25/50/20</i> <i>At 7/18</i>	<i>Federal</i>
2. 2018 Chevrolet Traverse - AWD	<i>New</i>	2018	<i>Gasoline</i>	8	<i>No</i>	<i>New</i>	<i>iPhone/iPad IMS</i>	<i>25/50/20</i> <i>At 7/18</i>	<i>Federal</i>
3. 2017 Ford Transit 250 Wagon	<i>New</i>	2019	<i>Gasoline</i>	8	<i>No</i>	<i>New</i>	<i>iPhone/iPad IMS</i>	<i>25/50/20</i> <i>At 7/18</i>	<i>Federal</i>
4.	<i>New/Mileage</i>		<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>
5.	<i>New/Mileage</i>		<i>Fuel Type</i>		<i>Y/N</i>	<i>Condition</i>	<i>Type</i>		<i>Funding Type</i>

1 - Gasoline, Diesel, Electric, Hybrid, Etc.

2 - New, good, fair, poor condition of vehicle

3 - Radio, AVL, Other (please specify)

4 - Source of funds (State, Local, Federal) used to purchase vehicle.

5 - If vehicle is used, note the mileage at the time of purchase.

6 - Minimum amount of insurance required to operate the vehicle.

**Attachment 2: Maintenance of Vehicles and Vehicle Being Replaced**  
(For vehicle requests only)

To assure that vehicles acquired with Federal Transit Assistance funds are maintained in optimal operating condition, it is required that they be maintained in accordance with the vehicle manufacture's recommended maintenance schedule. Applicants must verify by certifying below:

**Maintenance Certification**

David Gonzales certifies that vehicles purchased under Section 5310 will be maintained in accordance with the detailed maintenance and inspection schedule provided by the manufacturer.

  
(Signature of Authorized Representative)

David Gonzales  
(Printed name)

Equipment Services Superintendent  
(Title)

3/29/2018  
(Date)

**Vehicle Being Replaced**

This vehicle will be taken out of service (can be used as backup).

Applicant: \_\_\_\_\_

Year of Vehicle Being Replaced: \_\_\_\_\_

(Vehicle must have been in service for at least four years or has a minimum of 100,000 miles.)

Make: \_\_\_\_\_

Model: \_\_\_\_\_

Vehicle Identification Number: \_\_\_\_\_

Mileage (indicate date of mileage): \_\_\_\_\_

(date)

Vehicle Condition: \_\_\_\_\_

Identify the type of vehicle requested that will replace the vehicle listed above: \_\_\_\_\_

### Attachment 3: Local Governmental Authority Certification

*(For Government Entities Only)*

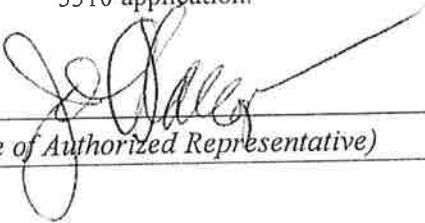
For governmental entities to be eligible for the "Traditional – Capital" 5310 funding, the state or local government authority needs to be approved by the State to coordinate services for seniors and individuals with disabilities or certify that there are no non-profit organizations readily available in the area to provide the service. See 49 U.S.C. 5310(b)(1) and (b)(2).

As the authorized representative of Washoe County, I certify that:

☒ Our agency is approved by the State to coordinate services for seniors and individuals with disabilities

OR

☐ There are no nonprofit organizations readily available in the area to provide the service as described in the 5310 application.

  
\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
John Slaughter

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
County Manager

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
March 26, 2018

\_\_\_\_\_  
(Date)

# **ADDITIONAL DOCUMENTATION**

**Match Documentation**

Source	% Time Dedicated to Program	Total Amount	Amount to RTC Grant
Salary: Acker, Todd	28%	88,135.92	\$24,678.00
Vehicle Meter Rate	100%	\$8,802.00	\$8,802.00
Vehicle Asset Rate	100%	\$2,325.00	\$2,325.00
Total Local Match (over)			\$35,805.00



March 19, 2018

Jennifer Meyers  
Contract Administrator  
Public Transportation & Operations  
Regional Transportation Commission  
1105 Terminal Way, Suite 200  
Reno, NV 89502

Dear Ms. Myers:

Northern Nevada HOPES fully supports of Washoe County Human Services Agency's FTA Section 5310: Enhanced Mobility of Seniors and Individuals with Disabilities to provide needed transportation for vulnerable populations throughout the urbanized areas of Washoe County.

With this project Washoe County HSA will expand transportation services for seniors and persons with disabilities living in the north and south valleys of the county. These areas are difficult for older adults and individuals with disabilities to access transportation. The program will provide for rides with a 24-48 hour reservation. The shorter service window, along with the free services, will significantly improve access to all services, but especially urgent medical needs.

HOPES currently provide medical services to a large number of Washoe County seniors, and persons with disabilities. This expansion will allow for these residents to better access medical services. Additionally they will have greater access to Washoe County senior centers where they can access, meals, socialization; and the Blood Pressure Clinics, and immunizations clinics conducted in collaboration with Washoe County.

The implementation of this project will provide free, efficient and more timely transportation for individuals who live in areas that currently are less accessible to public transportation. Thank you for your consideration of awarding this much needed grant to the Washoe County regional effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Sharon Chamberlain".

Sharon Chamberlain  
CEO



#### ATTACHMENT 4

Washoe County Human Services Agency has projected the number of rides to clients based on current caseloads, attendance at senior centers across the services area, other services provided to seniors and the disabled population which are currently tracked; and, the projected growth of this population. Estimates are calculated as accurately as possible with the knowledge that each quarterly progress and evaluation report may result in an increase or decrease.

For the first year of this new program, riders are anticipated to increase each quarter as public awareness and marketing campaigns begin to demonstrate an impact.

With a total expectation for Year One (Q1: 315; Q2: 630; Q3: 945, Q4: 1260) of 3,150 riders and for Year Two of 5,000 (a growth of about 60%) the total number of clients served for the two year project is estimated at 8,150 and a total estimate of rides at 16,300. The cost breakdown is estimated below.

Total Two Year Program Cost	Total Two Year Program Cost	Total Two Year Program Cost	Total Two Year Program Cost	Total Two Year Program Cost	Total Two Year Program Benefit
Federal Share: Grant	County Share: Match	<i>Additional</i> County Cost: Salaries/ Unfunded Admin/Program Commitment		Without Federal Funding:	With Federal Funding
\$106,433	\$35,340	\$64,521	\$206,294 \$25.31 est. per client \$12.65 est. per trip	If riders are unable to access services (via the new, expanded program), referral to case managers are estimated to be 60 hrs. of intensive case management per client at an average cost of \$42.59 per hour equates to potentially over \$2,000 per client. While	Qualitative benefits for the program are numerous. Services provided will improve quality of life through support and activities that empower their personal independence, and encourages healthy aging, social connection and education. The

			<p>clients may certainly still receive case management services, the requirements will be far less with the ability to be independent, attend appointments without the assistance of caseworkers, etc. The tangible, quantitative benefit is clear.</p>	<p>additional opportunities to provide transportation not only for medical/dental appointments but for outpatient procedures, grocery shopping and medication pick up as well as other appointments will contribute to meeting this goal. An additional advantage will of course be the decrease of dependence on an already overstressed public transportation system that a dedicated mission for this effort but is limited as this population grows in number and need. This project will provide additional, free, efficient and more timely access to those individuals who are in some of the areas that are currently less accessible to transportation.</p>
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## **LINKS TO COMPLETE BUDGET AND AUDITS FOR WASHOE COUNTY (INCLUDING HSA)**

**1) Organization Budget:**

<https://www.washoecounty.us/budget/files/pdfs/Signed%20Final%20Budget%20State%20Document.pdf>

**2) Financial Statements/Audits:**

[https://www.washoecounty.us/comptroller/CAFR/2017/2017\\_CAFR.pdf](https://www.washoecounty.us/comptroller/CAFR/2017/2017_CAFR.pdf)



CPAs & BUSINESS ADVISORS

## **Independent Auditor's Report**

To the Honorable Board of Commissioners  
Washoe County, Nevada  
Reno, Nevada

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Washoe County, Nevada (the "County") as of and for the year ended June 30, 2017, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

## Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the County, as of June 30, 2017, and the respective changes in financial position and, where, applicable, cash flows thereof and the respective budgetary comparisons for the General Fund, the Child Protective Services Fund and the Other Restricted Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### Emphasis of Matter and Change in Accounting Principle

As discussed in Notes 1 and 19 to the financial statements, the Washoe County, Nevada Other Postemployment Benefit Trust adopted the provisions of GASB Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other than Pension Plans*, which has resulted in a restatement of the net position of the governmental activities and the fund balance of the General Fund of Washoe County as of July 1, 2016. Our opinions are not modified with respect to this matter.

### Other Matters

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5 through 13, the Schedule of Funding Progress on page 83, the Schedule of Proportionate Share of the Net Pension Liability and the Schedule of Contributions on page 83, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and is not a required part of the financial statements.

The combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

*Prior Year Partial Comparative Information*

We have previously audited, in accordance with accounting standards generally accepted in the United States of America, the basic financial statements of the County as of and for the year ended June 30, 2016 and have issued our report thereon dated November 23, 2016, which expressed an unmodified opinion on the respective financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information. The summarized comparative information presented in the basic financial statements as of and for the year ended June 30, 2016, is consistent with the audited financial statements from which it has been derived.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated November 21, 2017, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

*Eide Bailly LLP*

Reno, Nevada  
November 21, 2017

WASHOE COUNTY, NEVADA  
STATEMENT OF NET POSITION  
JUNE 30, 2017

	Primary Government Component Unit			
	Governmental Activities	Business-type Activities	Total	Truckee Meadows Fire Protection District
<b>Assets</b>				
Cash and investments \$	184,220,335	\$ 85,100,459	\$ 269,320,794	\$ 25,572,503
Restricted cash and investments (Note 4)	3,572,356	1,318,618	4,890,974	2,500
Accounts receivable	5,478,329	1,454,782	6,933,111	182,542
Consolidated tax receivable	18,172,054	-	18,172,054	-
Property taxes receivable	1,667,618	-	1,667,618	223,482
Other taxes receivable	11,394,407	-	11,394,407	-
Interest receivable	560,601	222,164	782,765	70,429
Due from other governments	15,367,670	1,828,755	17,196,425	1,934,134
Internal balances	(17,024,559)	17,024,559	-	-
Inventory	314,839	-	314,839	-
Deposits and other assets	1,627,221	18,169	1,645,390	97,308
Long-term restricted cash and investments (Note 4)	2,516,062	-	2,516,062	-
Long-term assets (Notes 5)	2,117,481	125,600	2,243,081	-
Capital Assets: (Note 6)				
Nondepreciable	149,923,517	28,931,140	178,854,657	3,203,386
Other capital assets, net of depreciation	340,795,295	114,306,927	455,102,222	19,311,009
<b>Total Assets</b>	<b>720,703,226</b>	<b>250,331,173</b>	<b>971,034,399</b>	<b>50,597,293</b>
<b>Deferred Outflows of Resources</b>				
Deferred charge on refunding	293,767	124,470	418,237	-
Deferred outflows of resources-Pensions (Note 14)	101,822,002	1,566,168	103,388,170	8,437,304
<b>Liabilities</b>				
Accounts payable	10,616,385	338,962	10,955,347	1,803,257
Accrued salaries and benefits	3,734,430	58,122	3,792,552	-
Contracts/retention payable	2,862,431	698,396	3,560,827	-
Interest payable	953,800	167,205	1,121,005	-
Accrued interest - capital appreciation bonds	7,717,598	-	7,717,598	-
Due to other governments	5,446,894	454,118	5,901,012	418,067
Other liabilities (Note 7)	2,575,079	256,103	2,831,182	-
Unearned revenue (Note 8)	3,545,250	1,356,282	4,901,532	-
Noncurrent Liabilities: (Notes 9,10,11,16)				
Due within one year	36,883,876	2,638,194	39,522,070	1,488,395
Due in more than one year, payable from restricted assets	2,516,062	-	2,516,062	-
Net pension liability (Note 14)	398,887,565	5,330,850	404,218,415	29,197,203
Due in more than one year	168,201,490	12,082,172	180,283,662	5,343,258
<b>Total Liabilities</b>	<b>643,940,860</b>	<b>23,380,404</b>	<b>667,321,264</b>	<b>38,250,180</b>
<b>Deferred Inflows of Resources</b>				
Deferred inflows of resources (Note 14)	31,205,435	355,932	31,561,367	2,428,704
<b>Net Position (Note 13)</b>				
Net investment in capital assets	385,853,080	128,947,009	514,800,089	22,514,395
Restricted for:				
General government	7,318,906	-	7,318,906	-
Judicial	9,326,425	-	9,326,425	-
Public safety	10,393,766	-	10,393,766	1,194,890
Public works	266,993	-	266,993	-
Health and sanitation	8,973,446	-	8,973,446	-
Welfare	6,926,286	-	6,926,286	-
Culture and recreation	1,544,203	-	1,544,203	-
Debt service	14,814,641	1,151,413	15,966,054	-
Capital projects	26,034,269	-	26,034,269	10,208,733
Claims	22,299,864	-	22,299,864	1,087,841
Unrestricted (346,079,179)		98,187,053	(247,892,126)	(16,650,146)
<b>Total Net Position \$ 147,672,700 \$</b>		<b>228,285,475</b>	<b>\$ 375,958,175 \$</b>	<b>18,355,713</b>

The notes to the financial statements are an integral part of this statement.

**WASHOE COUNTY,  
NEVADA STATEMENT OF  
ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2017**

Functions/Programs	Expenses	Indirect Expenses Allocation	Program Revenues	
			Charges for Services	Operating Capital Grants, Interest, Grants, Interest, Contributions Contributions
<b>Primary Government</b>				
Governmental Activities:				
General government	\$ 89,303,985	\$ (4,636,634)	\$ 32,600,569	\$ 398,939 \$ 107,430
Judicial	72,190,165	4,043	10,145,016	3,353,662 -
Public safety	165,744,645	211,504	17,026,553	3,791,496 2,149,667
Public works	49,151,231	794,171	7,069,490	3,993,064 12,037,969
Health and sanitation	21,216,588	1,788,149	6,337,794	7,906,584 910,317
Welfare	82,506,936	1,819,630	8,953,948	40,603,062 12,000
Culture and recreation	23,857,008	19,137	1,346,209	455,896 1,355,456
Community support	330,248	-	-	- -
Interest on long-term debt	5,500,579	-	-	- -
Total Governmental Activities	509,801,385	-	83,479,579	60,502,703 16,572,839
Business-type Activities:				
Utilities	11,214,967	-	15,007,845	107,740 6,446,652
Golf courses	453,977	-	(913,723)	1,183 -
Building permits	2,101,945	-	3,023,869	- -
Total Business-type Activities	13,770,889	-	17,117,991	108,923 6,446,652
Total Primary Government	\$ 523,572,274	\$ -	100,597,570	\$ 60,611,626 \$ 23,019,491
<b>Component Unit:</b>				
Truckee Meadows Fire Protection District	\$ 30,595,260	\$ - \$ 602,279		\$ 13,122 \$ 15,599
Total Component Units	\$ 30,595,260	\$ - \$ 602,279		\$ 13,122 \$ 15,599

General Revenues:  
Ad valorem taxes  
Unrestricted intergovernmental revenues:  
Consolidated taxes  
LGTA sales taxes  
Infrastructure sales tax  
Other taxes and intergovernmental revenues  
Other miscellaneous  
Unrestricted investment earnings  
Gain on sales of capital assets  
Total General Revenues

Change in Net Position

Net Position, July 1, as restated (Note 19)

Net Position, June 30


The notes to the financial statements are an integral part of this statement.



**ATTACHMENT A ~ FINAL BUDGET  
WASHOE COUNTY HUMAN SERVICES AGENCY**

**PROJECT NAME:** Washoe County Human Services Agency Mobility and Transportation Enhancement

Type in project name above.

Fill in the **"total"** field only.

Fill in **"Other"** description, if applicable.

**FINAL BUDGET FOR 10/1/18 - 9/30/20**

		Year(s) 1-2	Year 1			Year 2		
	Expense		Total	Federal	Local	Total	Federal	Local
CAPITAL	Vehicle Purchase	98,734	65,944	52,755	13,189	32,790	26,232	6,558
	Preventative Maintenance	-	-	-	-	-	-	-
	Hardware	-	-	-	-	-	-	-
	Software	3,300	1,500	1,200	300	1,800	1,440	360
	Infrastructure Improvements	-	-	-	-	-	-	-
	Mobility Management	-	-	-	-	-	-	-
	Purchase of Service	-	-	-	-	-	-	-
	<b>TOTAL</b>	<b>102,034</b>	<b>67,444</b>	<b>53,955</b>	<b>13,489</b>	<b>34,590</b>	<b>27,672</b>	<b>6,918</b>
OPERATING	Salaries/Wages	-	-	-	-	-	-	-
	Fringe	-	-	-	-	-	-	-
	Materials/Supplies	8,000	4,000	2,000	2,000	4,000	2,000	2,000
	Vehicle Fuel Expense	4,550	1,800	900	900	2,750	1,375	1,375
	Vehicle Maintenance Costs	8,275	3,275	1,637	1,637	5,000	2,500	2,500
	<b>Vehicle License/Title/Insurance</b>	<b>10,114</b>	<b>6,399</b>	<b>3,200</b>	<b>3,200</b>	<b>3,715</b>	<b>1,858</b>	<b>1,858</b>
	Volunteer Stipend	7,800	3,900	1,950	1,950	3,900	1,950	1,950
	Volunteer Mileage Reimbrsmnt	-	-	-	-	-	-	-
	<b>Volunteer Driver Training</b>	<b>1,000</b>	<b>500</b>	<b>250</b>	<b>250</b>	<b>500</b>	<b>250</b>	<b>250</b>
	<b>Other -</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>TOTAL</b>	<b>39,739</b>	<b>19,874</b>	<b>9,937</b>	<b>9,937</b>	<b>19,865</b>	<b>9,933</b>	<b>9,933</b>
ADMIN	Distributed equally amongst subrecipients (Can be used toward Washoe County Ind/Adm costs)	13,777	6,743	6,743	No Match	7,034	7,034	No Match
	Allowable administrative costs may include, but are not limited to, general administrative and overhead costs, staff salaries, or office supplies.							
	<b>TOTAL</b>	<b>13,777</b>	<b>6,743</b>	<b>6,743</b>	<b>-</b>	<b>7,034</b>	<b>7,034</b>	<b>-</b>

**TOTAL PROJECT COST**

**155,551** \*adjusted for rounding error

**CAPITAL (80/20)**

Federal Funds Requested: 81,627

Local Funds Contributed: 20,407

**TOTAL FEDERAL FUNDS REQUESTED: 115,274**

**TOTAL LOCAL FUNDS CONTRIBUTED\*: 40,277**

\*adjusted for rounding error

**OPERATING (50/50)**

Federal Funds Requested: 19,870

Local Funds Contributed: 19,870

**ADMINISTRATIVE (No Match)**

Federal Funds Granted 13,777

No Local Funds Required -

Sources of Local Match		
Source(s)	Secured (Y/N)	Amount
Salary: Acker, Todd 28% of \$88,135.92	Yes	\$24,678.00
Vehicle Meter Rate	Yes	\$8,802.00
Vehicle Asset Rate	Yes	\$2,325.00
<b>Project Administrative Expenses (10% of the FTA's apportionment may be allocated toward administrative expenses)</b>		
Expense Description		Amount
10% of Federal apportionment for County Indirect/Admin Costs: Administrative costs to perform and manage the program not included in grant including utilities, grant management, office use, etc.		\$10,114
<b>PROJECT GRANTED ADMINISTRATIVE ALLOCATION IN THE AMOUNT OF \$13,777</b>		
<b>THIS ALLOCATION DOES NOT REQUIRE A MATCH. THE \$10,114 REQUESTED CAN BE USED UNDER A DIFFERENT LINE ITEM UNDER OPERATING. JMEYERS 12.12.18</b>		
		\$ 10,114.00
<b>List Assumptions Used to Develop Budget</b>		
Vehicles: Based on the assumption costs are accurate and stable according to the Nevada Approved Vendor List. Number of vehicles commensurate with estimates of riders and trips		
Materials and Supplies: Based on assumption costs would be comparable to existing costs of programs requiring dedicated cell phone for drivers; monthly program charges; related office supplies and printing/education material		
Stipends: Based on the assumption the number of volunteers will increase relevant to number of vehicles and estimated number of trips and riders.		
Vehicle Maintenance & Fuel Costs: Based on the assumption costs will remain comparable to costs of existing, similar county owned vehicles.		

# ATTACHMENT A ~ FUNDING LETTER

## WASHOE COUNTY HUMAN SERVICES AGENCY



**REGIONAL TRANSPORTATION COMMISSION**

*Public Transportation • Streets and Highways • Planning*

May 29, 2018

Ms. Dorothy Edwards  
Washoe County Human Services Agency  
350 South Center Street  
Reno, NV 89520

Re: 2018 ~ 5310 Project Proposal Application

Dear Dorothy:

Thank you for submitting your 2018 5310 project application. As you're aware, the Selection Committee reviewed and ranked each of the project proposals and met on April 25, 2018 with RTC staff, to discuss the 7 projects proposed for funding. As a result of the Selection Committee's review, it was their desire and recommendation to fund the four highest ranked projects for two years, and distribute any remaining funding to the fifth highest ranking project. Congratulations, your project received an overall score of 31.23, and ranked number 2.

Based on the Committee's recommendations, the committee asked staff to distribute the funds accordingly with the understanding that the project proposal budgets exceeded the amount of available funding. RTC over the past several weeks, has been reviewing the project proposals including the project budgets, financials, audits, scalability, and so forth in comparison to the available FTA funding apportionment of \$688,863.00 for federal fiscal years 2019 and 2020.

On June 15, RTC will be recommending that your project be funded, as discussed below, for a two year project period.

RTC may utilize up to 10% of each annual apportionment or may pass this portion of funds (\$68,887) on to its subrecipients to support their program Administrative costs including administration, planning, and technical assistance, as appropriate. This activity may be funded entirely by federal funds and does not require a local match. RTC has again elected to pass these funds equally along to the subrecipients. WCHSA will be receiving \$13,777 of the Administrative apportionment.

Given the Committee's direction, RTC is recommending, upon Board approval, that your project be funded in its entirety a total of \$115,274 over a two year period which includes Capital in the amount of \$81,627 to purchase 3 wheelchair accessible vehicles (two in year one, and one in year two); Operating expenses in the amount of \$19,870, plus \$13,777 for Administrative expenses (again, no match is required).

RTC will be presenting the Steering Committee's recommendation along with the funding appropriation allocations at its June Board meeting on June 15, 2018.

While FTA's funding is limited, your program, along with the others, is enhancing mobility for seniors and persons with disabilities beyond traditional public transportation services. Thank you for the transportation service your program will provide. Please do not hesitate to contact me if you have any questions. Again, congratulations!

Sincerely,



Jennifer Meyers  
Contract Administrator  
Public Transportation & Operations  
(775)332-9513

## **ATTACHMENT B**

### **INDEMNIFICATION AND INSURANCE REQUIREMENTS FOR MAINTENANCE, OPERATIONS & SERVICE AGREEMENTS**

2018-06-27 Version

#### **1. INTRODUCTION**

IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS TO DETERMINE THE AVAILABILITY OF THESE INSURANCE CERTIFICATES AND ENDORSEMENTS IN ADVANCE OF BID OR PROPOSAL SUBMISSION. IF THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT RTC'S FINANCE DIRECTOR DIRECTLY AT (775) 348-0171.

#### **2. INDEMNIFICATION**

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

- A. Any breach of duty, neglect, or negligent error, misstatement, misleading statement or omission committed in the conduct of CONTRACTOR'S profession by CONTRACTOR, its employees, agents, officers, directors, Subs (as that term is defined below) , or anyone else for which CONTRACTOR may be legally responsible; and
- B. The negligent acts of CONTRACTOR, its employees, agents, officers, directors, subs, or anyone else for which CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

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, CONTRACTOR shall reimburse the Indemnitees for the time spent by such personnel at the rate the Indemnitees pay for such services.

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

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, CONTRACTOR, 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, CONTRACTOR 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 CONTRACTOR, its Subs, or their employees, agents, or representatives. The cost of all such insurance shall be borne by CONTRACTOR.

### **4. VERIFICATION OF COVERAGE**

CONTRACTOR 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 and approved by RTC before work commences. RTC reserves the right to require complete, certified copies of all required insurance policies, including all Subs' policies, at any time. 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**

All policies shall provide for and include endorsements confirming that at least thirty (30) days' written notice will be provided 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. CONTRACTOR shall be responsible to provide 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. SUBCONTRACTORS & SUBCONSULTANTS**

CONTRACTOR shall include all subcontractors and subconsultants (collectively, "Subs") as insureds under its policy OR it shall require its Subs to maintain separate liability coverages and limits of the same types specified herein. The limits shall be \$1,000,000 per occurrence \$1,000,000 aggregate for General Liability or the amount customarily carried by the Sub, whichever is GREATER. When requested by RTC, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Sub. CONTRACTOR shall require its Subs provide appropriate certificates and endorsements from their own insurance carriers naming CONTRACTOR and the Indemnitees (see paragraph 2 above) as additional insureds.

## **7. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions that exceed \$25,000 per occurrence or claim must be declared to and approved by RTC's Finance Director prior to signing this Contract. 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 Contract or during the term of any policy must be approved by RTC's Finance Director prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

## **8. ACCEPTABILITY OF INSURERS**

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 CONTRACTOR and insurance carrier. RTC reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada or meet any applicable state and federal laws and regulations for non-admitted insurance placements.

## **9. MISCELLANEOUS 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 CONTRACTOR 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 CONTRACTOR's expense.
- C. Any waiver of CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR's liability under the indemnities granted to RTC in this contract.
- E. If CONTRACTOR'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**

CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 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 or location.

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).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work. In addition, coverage for Explosion, Collapse and Underground exposures (as applicable to the project) must be reflected in the insurance certificates.

RTC and any other Indemnitees listed in section 2. INDEMNIFICATION of this Agreement shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 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

The status of RTC as an insured under a CGL obtained in compliance with this agreement shall not restrict coverage under such CGL with respect to the escape of release of pollutants at or from a site owned or occupied by or rented or loaned to RTC.

CONTRACTOR 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. CONTRACTOR's insurer shall endorse CGL policy to waive subrogation against RTC with respect to any loss paid under the policy.

**Continuing Completed Operations Liability Insurance.** CONTRACTOR shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance, both applicable to liability arising out of CONTRACTOR's completed operations, with a limit of

not less than \$1,000,000 each occurrence for at least 5 years following substantial completion of the work.

- a. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract
- b. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times the each occurrence limit.
- c. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

## **11. COMMERCIAL AUTOMOBILE LIABILITY**

CONTRACTOR shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 25, or a substitute form providing equivalent liability coverage for all owned, leased, hired (rented) and non-owned vehicles (as applicable). RTC may agree to accept auto liability for non-owned and hired (rented) vehicles under the CGL if CONTRACTOR does not own or operate any owned or leased vehicles.

CONTRACTOR waives all rights against RTC, its officers, employees and volunteers for recovery of damages to the extent these damages are covered by the automobile liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to this Agreement.

In lieu of a separate Business Auto Liability Policy, RTC may agree to accept Auto Liability covered in the General Liability Policy, if CONTRACTOR does not have any owned or leased automobiles and non-owned and hired auto liability coverage is included.

If project involves the transport of hazardous wastes or other materials that could be considered pollutants, CONTRACTOR shall maintain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and, if applicable, the Motor Carrier Act endorsement (MCS 90) shall be attached.

**Waiver of Subrogation.** CONTRACTOR waives all rights against RTC and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this agreement.

## **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 CONTRACTOR or any Sub by RTC. CONTRACTOR, and any Subs, shall procure, pay for and maintain required coverages.

CONTRACTOR 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.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify RTC in writing prior to the signing of a Contract. RTC reserves the right to accept or reject a self-funded CONTRACTOR and to approve the amount of any self-insured retentions. CONTRACTOR agrees that RTC is entitled to obtain additional documentation, financial or otherwise, for review prior to entering into a Contract with the self-funded CONTRACTOR.

Upon completion of the project, CONTRACTOR shall, if requested by RTC, provide RTC with a Final Certificate for itself and each Sub showing that CONTRACTOR and each Sub had maintained Industrial Insurance by paying all premiums due throughout the entire course of the project.

If CONTRACTOR or 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.

CONTRACTOR 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. CONTRACTOR shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

## **13. CRIME INSURANCE**

CONSULTANT shall maintain crime insurance including coverage for the loss of money, securities and other property by employees or other parties with a limit not less than \$1,000,000 per occurrence. If CONSULTANT will have care, custody or control of RTC money, securities or other property, coverage shall be endorsed to include coverage for loss of RTC money, securities and other property in the care, custody or control of CONSULTANT.

**EXHIBIT A**  
**AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Bidder (if the Bidder is an individual, a partner in the Bid (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached Bid or Bids has been arrived at by the Bidder independently and have been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or service described in the Invitation for Bid, designed to limit independent Bids or competition;
3. That the contents of the Bid or Bids has not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the Bid or Bids and will not be communicated to any such person prior to the official opening of the Bid or Bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit.

Firm Name: \_\_\_\_\_

Signed: \_\_\_\_\_

**EXHIBIT B**  
**LOBBYING CERTIFICATION**

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

The Bidder certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, as amended by A Government wide Guidance for New Restrictions on Lobbying,@ 61 Fed. Reg.1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**THE BIDDER OR OFFEROR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE BIDDER OR OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31, USC §3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**

Signature of Bidder or Offeror's Authorized Official \_\_\_\_\_

Name and Title of Bidder or Offeror's Authorized Official \_\_\_\_\_

\_\_\_\_\_

Date\_\_\_\_\_

(Note: Bidders are required, pursuant to federal law, to include the above language in subcontracts over \$100,000 and to obtain this lobbying certificate from each subcontractor being paid \$100,000 or more under this contract.)

**EXHIBIT C**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,**  
**OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

I, \_\_\_\_\_ certify to the best of my knowledge and belief, that the contractor/primary participant and principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public function (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not, within a three-year period preceding this bid, had one or more public transactions (federal, state, or local) terminated for cause or default.

[Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Bid.]

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.**

Contractor Name: \_\_\_\_\_

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

Print: \_\_\_\_\_

## **EXHIBIT D**

### **FTA REQUIRED CLAUSES**

#### **CLAUSE 1 - BUY AMERICA** [49 U.S.C. 5323(j); 49 C.F.R. part 661]

Not applicable.

#### **CLAUSE 2 - CHARTER SERVICE** [49 U.S.C. 5323(d) and (r); 49 C.F.R. part 604]

Not applicable.

#### **CLAUSE 3 - SCHOOL BUS OPERATIONS** [49 U.S.C. 5323(f); 49 C.F.R. part 605]

Not applicable.

#### **CLAUSE 4 - CARGO PREFERENCE** [46 U.S.C. § 55305; 46 C.F.R. part 381]

Not applicable.

#### **CLAUSE 5 - ENERGY CONSERVATION** [42 U.S.C. 6321 et seq.; 49 C.F.R. part 622, subpart C]

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321, et seq.).

#### **CLAUSE 6 - CLEAN WATER REQUIREMENTS** [33 U.S.C. §§ 1251-1387; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq. The Contractor agrees to report each violation to the RTC and understands and acknowledges that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

#### **CLAUSE 7 - LOBBYING RESTRICTIONS** [31 U.S.C. § 1352; 2 C.F.R. § 200.450; 2 C.F.R. part 200 appendix II (J); 49 C.F.R. part 20]

Contractors **who apply or bid for an award of \$100,000** or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any

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

**CLAUSE 8 - ACCESS TO RECORDS AND REPORTS** [49 U.S.C. § 5325(g); 2 C.F.R. § 200.333; 49 C.F.R. part 633]

The following access to records requirements apply to the Agreement:

- A. The Contractor agrees to provide the RTC, the FTA Administrator, the DOT Office of Inspector General, 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 the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, and as may be necessary for the RTC to meet its obligations under 2 CFR Part 200. This access includes timely and reasonable access to personnel for interviews and discussions related to the records. This right of access is not limited to the required retention period set forth in subsection C below, but continues as long as the records are retained.
- 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 the Agreement for a period of not less than three years, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case the Contractor agrees to maintain such materials until the RTC, 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. The retention period commences after the RTC makes final payment and all other pending contract matters are closed.
- D. The Contractor shall include this clause in all subcontracts and shall require all subcontractors to include the clause in their subcontracts, regardless of tier.

**CLAUSE 9 - FEDERAL CHANGES**

The 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 the RTC and the FTA, as they may be amended or promulgated from time to time during the term of the Agreement. The Contractor's failure to so comply shall constitute a material breach of the Agreement.

///



**CLAUSE 10 - CLEAN AIR ACT** [42 U.S.C. §§ 7401 – 7671q; 2 C.F.R. part 200, Appendix II (G)]

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the RTC and understands and agrees that the RTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

**CLAUSE 11 - RECYCLED PRODUCTS** [42 U.S.C. § 6962; 40 C.F.R. part 247; 2 C.F.R. part § 200.322]

Not applicable.

**CLAUSE 12 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

- A. The RTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the RTC, the Contractor, or any other party (whether or not a part to that Agreement) pertaining to any matter resulting from the underlying 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.

**CLAUSE 13 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS** [49 U.S.C. § 5323(l) (1); 31 U.S.C. §§ 3801-3812; 18 U.S.C. § 1001; 49 C.F.R. part 31]

- 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 the Agreement. 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 work is 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. § 5323(l)(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.

**CLAUSE 14 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION** [2 C.F.R. part 180; 2 C.F.R. part 1200; 2 C.F.R. § 200.213; 2 C.F.R. part 200 Appendix II (I); Executive Order 12549; Executive Order 12689]

- A. Contractor shall comply and facilitate compliance with U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal Transit Administration official irrespective of the contract amount. As such, Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
  - 1. Debarred from participation in any federally assisted award;
  - 2. Suspended from participation in any federally assisted award;
  - 3. Proposed for debarment from participation in any federally assisted award;
  - 4. Declared ineligible to participate in any federally assisted award;
  - 5. Voluntarily excluded from participation in any federally assisted award; or
  - 6. Disqualified from participation in any federally assisted award.
- B. Contractor certifies that it and/or its principals, affiliates, and subcontractors are not currently debarred or suspended. Contractor shall promptly inform the RTC

of any change in the suspension or debarment status of Contractor or its principals, affiliates, and subcontractors during the term of the Agreement. Further, Contractor shall include a provision requiring compliance with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200 in its lower-tier covered transactions.

- C. The certification in this clause is a material representation of fact relied upon by RTC. If it is later determined by the RTC that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the RTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as supplemented by 2 CFR Part 1200, throughout the term of the Agreement.

#### **CLAUSE 15 - PRIVACY ACT**

- A. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.
- B. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### **CLAUSE 16 - CIVIL RIGHTS LAWS AND REGULATIONS**

The Contractor agrees to comply with all applicable civil rights laws and regulations in accordance with applicable federal directives. The Contractor 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. These include, but are not limited to, the following:

- A. **Nondiscrimination in Federal Public Transportation Programs**  
Contractor shall prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age. Contractor shall prohibit the (i) exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332; (ii) denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or (iii) discrimination identified in 49 U.S.C. § 5332, including discrimination in

employment or a business opportunity. Contractor shall follow the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance, and other applicable Federal guidance that may be issued.

B. Nondiscrimination—Title VI of the Civil Rights Act

1. Contractor shall prohibit discrimination on the basis of race, color, or national origin.
2. Contractor shall comply with (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.; (ii) U.S. Department of Transportation regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21; and (iii) Federal transit law, specifically 49 U.S.C. § 5332.
3. Contractor shall follow (i) the most recent edition of Federal Transit Administration Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, requirements, and guidance; (ii) U.S. Department of Justice "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR 50.3; and (iii) all other applicable Federal guidance that may be issued.

C. Equal Employment Opportunity

1. Federal Requirements and Guidance. Contractor shall prohibit discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and (i) comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; (ii) facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to Federal assistance programs; (iii) comply with Federal transit law, specifically 49 U.S.C. § 5332; (iv) comply with Federal Transit Administration Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;" and (v) follow other Federal guidance pertaining to equal employment opportunity laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
2. Specifics. Contractor shall ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their race, color, religion, national origin,

disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later executive order that amends or supersedes it, and as specified by U.S. Department of Labor regulations. Contractor shall take affirmative action that includes but is not limited to (i) recruitment advertising, recruitment, and employment; (ii) rates of pay and other forms of compensation; (iii) selection for training, including apprenticeship, and upgrading; and (iv) transfers, demotions, layoffs, and terminations. Contractor recognizes that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer."

3. Equal Employment Opportunity Requirements for Construction Activities. Contractor shall comply, when undertaking "construction" as recognized by the U.S. Department of Labor, with (i) U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60; and (ii) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later executive order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

D. Nondiscrimination on the Basis of Sex

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25 prohibit discrimination on the basis of sex.

E. Nondiscrimination on the Basis of Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621-634; Federal transit law at 49 U.S.C. § 5332; the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq.; 49 CFR Part 90, and 29 CFR Part 1625, Contractor agrees to refrain from discrimination for reason of age. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

F. Nondiscrimination on the Basis of Disability

In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.; the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq.; and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against individuals on the basis of disability. Contractor further 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 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with applicable Federal implementing regulations.

G. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections

To the extent applicable, Contractor agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq., and the Public Health Service Act, as amended, 42 U.S.C. §§ 290dd-290dd-2.

H. Access to Services for Persons with Limited English Proficiency

Contractor agrees to promote accessibility of public transportation services to persons with limited understanding of English by following Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, Dec. 14, 2005.

**CLAUSE 17 - PATENT RIGHTS AND RIGHTS IN DATA** [2 C.F.R. part 200, Appendix II (F); 37 C.F.R. part 401]

- A. Contractor agrees that the use of any data produced or delivered under the terms of the Agreement including, but not limited to, engineering drawings and associated lists, specifications, process sheets and technical reports, shall be governed by the provisions of 35 U.S.C. § 200 et seq., the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Transit Administration. In addition, Contractor agrees that it will not publish such data without the written consent of the RTC and, if appropriate, the Federal Government.
- B. Contractor agrees that the Federal Government may acquire patent rights when Contractor produces a patented or patentable invention, improvement, or discovery under this Agreement. The Federal Government's rights arise when the patent or patentable information is conceived or reduced to practice with Federal assistance. When a patent is issued or patented information becomes available as described in this subsection, Contractor shall notify the RTC immediately and provide a detailed report satisfactory to the RTC and the Federal Government. Contractor's rights and responsibilities in the federally

assisted invention, improvement, or discovery will be determined as provided in applicable Federal laws, regulations, requirements, and guidance.

**CLAUSE 18 - TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS** [49 U.S.C. § 5333(b); “13(c)”; 29 C.F.R. part 215]

Not applicable.

**CLAUSE 19 - DISADVANTAGED BUSINESS ENTERPRISES (DBE)** [49 C.F.R. part 26]

- A. The RTC has established a DBE Program pursuant to 49 C.F.R. Part 26. The requirements and procedures of RTC’s DBE Program are hereby incorporated by reference into this Agreement. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Failure by the Contractor to carry out RTC’s DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement and may be grounds for termination of this Agreement, or other such remedy as RTC deems appropriate, which may include, but is not limited to withholding monthly payments, assessing sanctions, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible. The Contractor shall ensure that compliance with RTC’s DBE Program and the requirements of 49 C.F.R. Part 26 be included in any and all subcontracts entered into which arise out of or are related to this Agreement.
- B. For purposes of this Agreement, the RTC will accept only DBEs that are:
  - 1. Certified at the time of bid opening or proposal evaluation, by the RTC or the Unified Certification Program; or
  - 2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received Federal Transit Administration approval; or
  - 3. Certified by another agency approved by the RTC.
- C. The Contractor must take necessary and reasonable steps to ensure that DBEs have a fair opportunity to participate in this Agreement. If the Contractor qualifies as a certified DBE in accordance with the requirements of 49 C.F.R. Part 26, Subpart D, or is joint venturing with a DBE certified in accordance with the cited regulations, a copy of the DBE certification(s) issued by a Unified Certification Program (UCP) in accordance with the cited regulations, and a description of the dollar value of the proposed work that it intends to perform with its own forces, together with a statement of the percentage interest in the Contract held by a joint venture DBE must be submitted. The Contractor must provide (1) written

documentation of the Contractor's commitment to use identified DBEs; and (2) written confirmation from the DBE that it is participating in the Agreement.

- D. Contractor shall not terminate DBE subcontractors listed in the DBE Participation Schedule without RTC's prior written consent. The RTC will provide its written consent only if Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Agreement for any reason, Contractor shall make good-faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify The RTC in writing of its efforts to replace the original DBE. These good-faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Agreement as the DBE that was terminated, to the extent needed to meet the contract goal established for this procurement.
- E. The 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 RTC. In addition, if the Contractor holds retainage from its subcontractors, it shall return any retainage to those subcontractors within 30 days after the subcontractor's work related to the Agreement is satisfactorily completed.

## **CLAUSE 20 - INCORPORATION OF FTA TERMS**

The preceding 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, and FTA's Master Agreement, 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 RTC requests which would cause the RTC to be in violation of the FTA terms and conditions.

## **CLAUSE 21 - SUBSTANCE ABUSE REQUIREMENTS [49 U.S.C. § 5331; 49 C.F.R. part 655; 49 C.F.R. part 40]**

Not applicable.

## **CLAUSE 22 - TRANSIT ASSET MANAGEMENT**

Not applicable.

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## **CLAUSE 23 - SAFETY**

The Contractor agrees to comply and facilitate compliance with all applicable provisions of 49 U.S.C. § 5329 and any implementing regulations that FTA may issue.

## **CLAUSE 24 - FEDERAL MOTOR CARRIER SAFETY**

Not applicable.

## **CLAUSE 25 - VETERANS PREFERENCE**

Not applicable.

## **CLAUSE 26 - PREVAILING WAGE AND ANTI-KICKBACK COMPLIANCE**

Not applicable.

## **CLAUSE 27 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-CONSTRUCTION**

Not applicable.

## **CLAUSE 28 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—NON-CONSTRUCTION**

- A. Contractor shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.
- B. Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Agreement for all laborers and mechanics, including guards and watchmen, working on the Agreement. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- C. Such records maintained under this section shall be made available by Contractor for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration and the U.S. Department of Labor, and Contractor will permit such representatives to interview employees during working hours on the job.
- D. Contractor shall require the inclusion of the language of this section in subcontracts of all tiers.

## **CLAUSE 29 - WHISTLEBLOWER PROTECTIONS**

Contractor certifies that it is in compliance with Federal whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, 41 U.S.C. § 4304, and 41 U.S.C. § 4310.

## **CLAUSE 30 - NATIONAL TRANSIT DATABASE**

Not applicable.

**CLAUSE 31 - FLY AMERICA** [49 U.S.C. § 40118; 41 C.F.R. part 301-10; 48 C.F.R. part 47.4]

- A. As used in this section, “international air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- B. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- C. If available, Contractor, in performing work under this Agreement, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. In the event that Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, Contractor shall include a statement on vouchers involving such transportation as follows:

### **Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR 47.403. [State reasons].

- D. Contractor shall include these requirements in each subcontract or purchase under this Agreement that may involve international air transportation.

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**CLAUSE 32 - BUS TESTING** [49 U.S.C. § 5318(e); 49 C.F.R. part 665]

Not applicable.

**CLAUSE 33 - FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

Contractor shall submit a manufacturer's Federal Motor Vehicle Safety Standards (FMVSS) self-certification that the buses being purchased by the RTC comply with relevant FMVSS regulations or a manufacturer's certified statement that the Contractor's buses will not be subject to FMVSS regulations.

**CLAUSE 34 - PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES** [49 U.S.C. 5323(m); 49 C.F.R. part 663]

Not applicable.

**CLAUSE 35 - SAFE OPERATION OF MOTOR VEHICLES** [23 U.S.C. part 402; Executive Order No. 13043; Executive Order No. 13513; U.S. DOT Order No. 3902.10]

- A. Seat Belt Use. Contractor is encouraged to adopt and promote 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. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by Contractor or the RTC.
- B. Distracted Driving. Contractor 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 Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.
- C. Contractor shall require the inclusion of these requirements in subcontracts of all tiers.

**CLAUSE 36 - SEISMIC SAFETY** [42 U.S.C. 7701 et seq.; 49 C.F.R. part 41; Executive Order (E.O.) 12699]

Not applicable.

**CLAUSE 37 - OTHER ENVIRONMENTAL PROTECTIONS**

- A. Contractor shall comply with all applicable environmental and resource-use laws, regulations, and requirements and shall follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements, and follow applicable guidance.
- B. Applicable requirements include but are not limited to (i) the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq., and related regulations, Executive Orders, and guidance; (ii) Federal Transit

Administration guidance on environmental reviews; (iii) Executive Orders and circulars related to environmental justice; (iv) Wild and Scenic Rivers Act of 1968; (v) Coastal Zone Management Act of 1972; (vi) the Endangered Species Act of 1973; (vii) Magnuson Stevens Fishery Conservation and Management Act; (viii) Comprehensive Environmental Response, Compensation, and Liability Act; (ix) Executive Order No. 11990 relating to "Protection of Wetlands;" (x) Executive Order Nos. 11988 and 13690 relating to "Floodplain Management;" (xi) 49 U.S.C. § 303, 23 CFR Part 774, and 49 CFR Part 622; (xii) historic preservation requirements; and (xiii) policies promoting the preservation of places and objects of religious importance to Native Americans.

### **CLAUSE 38 - LABOR REQUIREMENT**

Contractor shall comply with the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 et seq. to the extent the FLSA applies to employees performing work with Federal assistance involving commerce, and as the Federal Government otherwise determines applicable.

### **CLAUSE 39 - INSURANCE REQUIREMENT**

Contractor shall comply with flood insurance laws and guidance as follows:

- A. Contractor shall have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing Federal assistance to acquire, construct, reconstruct, repair, or improve that building.
- B. Each such building and its contents will be covered by flood insurance in an amount at least equal to the Federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001, et seq., whichever is less.
- C. Contractor shall follow Federal Transit Administration guidance, except to the extent Federal Transit Administration determines otherwise in writing.

### **CLAUSE 40 - GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA**

If the work or related activity directly or indirectly involves spatial data, or geographic information systems, Contractor shall follow U.S. Office of Management and Budget Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, and U.S. Office of Management and Budget Circular A-16 Supplemental Guidance, "Geospatial Line of Business," November 10, 2010.