

OFFICIAL RECORD

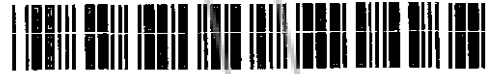
Requested By:  
DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: SEPTEMBER 9, 2008

Recording Requested By:

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 7 Fee: 0.00  
BK-0908 PG-1983 RPTT: 0.00



Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

CONTRACT #2008.191  
(Title of Document)

FILED

NO. 2008.191

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR** 2008 SEP 10 PM 12:49

A CONTRACT BETWEEN DOUGLAS COUNTY

AND

TED THUAN  
CLERK

**SOUTH TAHOE AREA TRANSIT AUTHORITY (CONTRACTOR)**  
**128 MARKET STREET, PO BOX 5310, STATELINE, NV 89449**

WHEREAS, Douglas County, a political subdivision of the State of Nevada, from time to time requires the services of independent contractors; and

WHEREAS, it is deemed that the services of Contractor herein specified are both necessary and desirable and in the best interests of Douglas County; and

WHEREAS, Contractor represents that he is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described:

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

**1. EFFECTIVE DATE OF CONTRACT.** This contract shall not become effective until and unless approved by the Douglas County Board of County Commissioners.

**2. INDEPENDENT CONTRACTOR STATUS.** The parties agree that Contractor shall have the status of an independent contractor and that this contract, by explicit agreement of the parties, incorporates and applies the provisions of NRS 284.713, as necessarily adapted, to the parties, including that Contractor is not a County employee and that

There shall be no:

- (1) Withholding of income taxes by the County;
- (2) Industrial insurance coverage provided by the County;
- (3) Participation in group insurance plans which may be available to employees of the County;
- (4) Participation or contributions by either the independent contractor or the County to the public employees retirement system;
- (5) Accumulation of vacation leave or sick leave;
- (6) Unemployment compensation coverage provided by the County if the requirements of NRS 612.085 for independent contractors are met.

**3. INDUSTRIAL INSURANCE.** Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of the County to make any payment under this contract, to provide the County with a work certificate and/or a certificate issued by a qualified insurer in accordance with NRS 616B.627. Contractor also agrees, prior to commencing any work under the contract, to complete and to provide the following written request to a qualified insurer:

South Tahoe Area Transit Authority has entered into a contract with Douglas County to perform work from 06/19/08 to 06/30/08 and renews annually and requests that the insurer provide to Douglas County 1) a certificate of coverage issued pursuant to NRS 616B.627 and 2) notice of any lapse in coverage or nonpayment of coverage that the

contractor is required to maintain. The certificate and notice should be mailed to:

Douglas County  
Attn: Jeffery Foltz, Senior Civil Engineer  
P.O. Box 218  
Minden, NV 89423  
Telephone: (775) 782-6233  
FAX: (775) 782-9007  
Email: [JFoltz@co.douglas.nv.us](mailto:JFoltz@co.douglas.nv.us)

If to STATA:

South Tahoe Area Transit Authority  
Attn: Transit Administrator  
128 Market Street  
P. O. Box 5310  
Stateline, NV 89449  
Telephone: (775) 589-5284  
FAX: (775) 558-4527  
Email: [jandoh@trpa.org](mailto:jandoh@trpa.org)

Contractor agrees to maintain required workers compensation coverage throughout the entire term of the contract. If contractor does not maintain coverage throughout the entire term of the contract, contractor agrees that County may, at any time the coverage is not maintained by contractor, order the contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, contractor agrees, prior to the expiration of the six-month period, to provide another written request to a qualified insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If contractor does not make the request or does not provide the certificate before the expiration of the six-month period, contractor agrees that County may order the contractor to stop work, suspend the contract, or terminate the contract.

Contractor may, in lieu of furnishing a certificate of an insurer, provide an affidavit indicating that he is a sole proprietor and that:

1. In accordance with the provisions of NRS 616B.659, has not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS; and
2. Is otherwise in compliance with those terms, conditions and provisions.

**4. SERVICES TO BE PERFORMED.** The parties agree that the services to be performed are as follows: **Provide transit management services on behalf of Douglas County as defined in Exhibit A – Scope of Work.**

**5. PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph (4) at no cost to Douglas County.

**6. TERMINATION OF CONTRACT.** This contract may be revoked without cause by either party prior to the date set forth in paragraph (2), provided that a revocation shall not be effective until 30 days after a party has served written notice upon the other party. This Agreement shall be from June 19, 2008 to June 30, 2009 and renews annually unless terminated by the COUNTY.

**7. CONSTRUCTION OF CONTRACT.** This contract shall be construed and interpreted according to the laws of the State of Nevada.

**8. COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall fully and completely comply with all applicable local, state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

**9. ASSIGNMENT.** Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this contract without the prior written consent of the County.

**10. COUNTY INSPECTION.** The books, records, documents and accounting procedures and practices of Contractor related to this contract shall be subject to inspection, examination and audit by the County, including, but not limited to, the contracting agency, the County Manager, the District Attorney, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

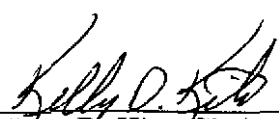
**11. DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract shall be the exclusive property of the County and all such materials shall be remitted and delivered, at Contractor's expense, by Contractor to the County upon completion, termination or cancellation of this contract. Alternatively, if the County provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of six years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the County, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the County. Unless the County has requested remittance and delivery by Contractor of the items, Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the County.

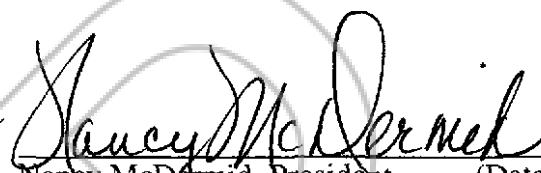
**12. PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the County by Contractor, unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity. Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the County or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright laws of the United States or of any other nation.

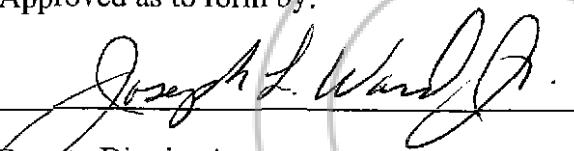
**13. INDEMNIFICATION.** Contractor agrees to indemnify and save and hold the County, its agents and employees harmless from any and all claims, causes of action or liability arising from the performance of this contract by Contractor or Contractor's agents or employees.

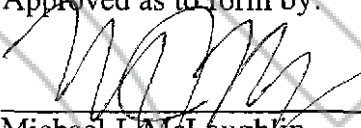
**14. MODIFICATION OF CONTRACT.** This contract constitutes the entire contract between the parties and may only be modified by a written amendment signed by the parties and approved by the Board of County Commissioners.

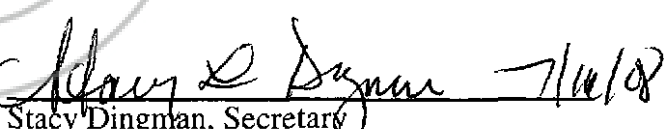
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

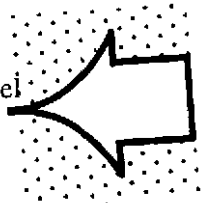
  
\_\_\_\_\_  
Kelly D. Kite, Chairman (Date) 6/19/08  
Douglas County Board of Commissioners

  
\_\_\_\_\_  
Nancy McDermid, President (Date) 7/11/08  
South Tahoe Area Transit Authority

Approved as to form by:  
  
\_\_\_\_\_  
Deputy District Attorney

Approved as to form by:  
  
\_\_\_\_\_  
Michael J. McLaughlin  
Feldman Shaw, LLP  
South Tahoe Area Transit Authority Legal Counsel

Attest:  
  
\_\_\_\_\_  
Stacy Dingman, Secretary  
South Tahoe Area Transit Authority



**EXHIBIT A  
SCOPE OF WORK**

**1. SCOPE OF SERVICES.** STATA shall provide transit management services to COUNTY consisting of, but not limited to:

- (a) Oversight contract management for the COUNTY's fixed route and demand responsive services and act as the COUNTY's representative related to the transit system on the COUNTY's behalf as explained in Exhibit A – Transit Service Perimeters;
- (b) Route planning and scheduling of COUNTY's transit service; Identification of bus stops in coordination with COUNTY;
- (c) Conduct the certification of those eligible for the COUNTY's paratransit service in accordance with the Americans With Disabilities Act (ADA);
- (d) Placement and purchase of bus shelters, buses and other transit capital;
- (e) Marketing, advertising and promoting the COUNTY's transit service;
- (f) Distribute public information materials throughout the COUNTY;
- (g) Conduct surveys and analyze survey data;
- (h) Sell advertisements inside the transit vehicles to generate additional revenue for the transit service;
- (i) Prepare the budget for COUNTY's review by March 31 for upcoming Fiscal Year;
- (j) Filing of Transportation Development Act (TDA) claims, Federal Transit Administration (FTA) applications and any other grant applications;
- (k) Preparation of Request for Proposals and provision of technical assistance related to the award of a contract related to the COUNTY transit service;
- (l) Responding to customer concerns, complaints and suggestions, which shall include investigating and response;
- (m) Communication and representation at Tahoe Regional Planning Agency (TRPA) meetings, including the Social Services Transportation Advisory Committee to include the timely and proper submission of all reports, papers and other communications on the COUNTY's behalf;
- (n) To assist COUNTY's transit service on the COUNTY's behalf;



- (o) Ensure the proper and timely submission of all reports, papers and other communication to local, state and Federal funding and regulatory agencies related to the COUNTY's transit service;
- (p) Communication and representation at other transportation related forums and its affiliates on the COUNTY's behalf;
- (q) Any other related matters that would rightfully fall under the purview of a Transit Manager.
- (r) STATA shall provide office space, supplies, equipment and support services required to maintain all records and correspondences connected with the management services
- (s) STATA shall keep true and accurate records related to the COUNTY's transit service described in this Agreement, including reports from the contractor, local, state and Federal regulatory agencies, the COUNTY, Tahoe Regional Planning Agency, Tahoe Transportation District, Tahoe Douglas Transportation District, customers, vendors and any other entities.
- (t) By no later than the fifteenth day of the month immediately following the end of each month STATA shall produce and submit to the COUNTY a complete monthly report discussing the COUNTY's transit service and activities related to the management of the COUNTY's transit service.
- (u) Transit Administrator shall be present to meet with the COUNTY's Project Administrator once a month to discuss the COUNTY's transit activities and shall be present at any COUNTY Board of Commissioners meeting or any meetings determined by the COUNTY to discuss the COUNTY's transit service at the request of the COUNTY's Project Administrator.

Any changes to the COUNTY's transit system routes, schedules, fares, policies and procedures or any capital expenditures made are subject to the approval of the COUNTY's Board of Commissioners after receiving concurrence from the STATA Board of Directors.

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Sept 9, 2008  
 I, THOMAS Clerk of the 9th Judicial District Court  
 of the State of Nevada, in and for the County of Douglas.  
 By Charles J. McElroy Deputy