

DOC # 0775091
12/08/2010 12:17 PM Deputy: KE

OFFICIAL RECORD
Requested By:
DC/COMMUNITY DEVELOPMENT

Assessor's Parcel Number: N/A

Date: DECEMBER 8, 2010

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 10 Fee: 0.00
BK-1210 PG-1929 RPTT: 0.00



Name: JEANE COX, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

AGREEMENT #2010.271

(Title of Document)

FILED

NO. 2010.271

2010 DEC -7 AM 9:57

FUNDING AND SERVICE AGREEMENT

AN AGREEMENT BETWEEN

DOUGLAS COUNTY
FOR AND ON BEHALF OF THE DOUGLAS COUNTY,
TAHOE-DOUGLAS TRANSPORTATION DISTRICT
(COUNTY)

AND

TAHOE TRANSPORTATION DISTRICT
(TTD)

TED THIRAN
CLERK
[Signature]

BK- 1210
PG- 1930
0775091 Page: 2 of 10 12/08/2010

This Funding Agreement ("Agreement"), is by and between Douglas County for and on behalf of the Douglas County, Tahoe-Douglas Transportation District ("County") and the Tahoe Transportation District, ("TTD") (collectively referred to as the "parties").

WHEREAS, NRS 277.100(1) defines a public agency eligible to enter into an interlocal agreement to include counties and agencies of this State or of the United States, and the County and TTD are therefore public agencies under NRS 277.100; and

WHEREAS, NRS 277.180(1) provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized by law to perform; and

WHEREAS, each of the parties is authorized by the laws of Nevada to perform or undertake numerous governmental functions and responsibilities as separate legal entities; and

WHEREAS TTD is a Special Purpose District created by Article IX of the Tahoe Regional Planning Compact ("Compact"). TTD has broad and exclusive jurisdiction to coordinate and operate a regional transit system within the Lake Tahoe Basin and is eligible to apply for and receive state and federal grants; and

WHEREAS Article IX of the Compact provides that the business of TTD shall be managed by a board of directors consisting of one member of the County Board of Supervisors of each of the counties of El Dorado and Placer, one member of the City Council of the City of South Lake Tahoe, one member each of the Board of County Commissioners of Douglas County and of Washoe County, one member of the Board of Supervisors of Carson City, one member of the South Shore Transportation Management Association, one member of the North Shore Transportation Management Association, one member of each local transportation district in the region that is authorized by the State of Nevada or the State of California, one member appointed by a majority of the other voting directors who represents a public or private transportation system operating in the region, the director of the California Department of Transportation, and the director of the Department of Transportation of the State of Nevada;

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

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

WHEREAS TTD, in accordance with Article IX of the Compact, will operate and administer public transportation services for the South Lake Tahoe area; and

WHEREAS the public transportation system will be operated and administered by the TTD Board of Directors.

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 approved by the Douglas County Board of County Commissioners and the Tahoe Transportation District Board of Directors.

2. **SERVICES TO BE PERFORMED.** The parties agree that the services to be performed are as follows:

TTD will provide for the operation and management of public transportation services on behalf of the County as defined in Exhibit A – Sustainable Service Plan.

3. **PAYMENT FOR SERVICES.** Contractor agrees to provide the services set forth in Paragraph 2 at a cost not to exceed \$103,500.00 annually, comprised of \$51,750.00 from the Tahoe-Douglas Transportation District Fund (“TDTD”) and \$51,750.00 from the Air Quality Mitigation Fund. If monies from the Air Quality Mitigation Fund are not available or cannot be authorized for transit use, the County’s funding commitment is limited to the TDTD funds unless another funding source is available and approved by the County. The amount paid by the County will be used solely for the operation and administration of the public transportation system. Payment of the contribution by the County shall be rendered quarterly in advance of the provision of services for each quarter. TTD shall provide the County with an invoice for the amount due thirty (30) days prior to the commencement of the quarterly period. The beginning

of the quarter commences on July 1, October 1, January 1, and March 1 of any given year. The contribution for the first quarterly period must be within 30 days of approval of the agreement by both parties.

If the County fails to provide TTD with the full contribution amount owed by the commencement of the quarter, TTD will mail to the County a written notification that the payment is overdue. If the County fails to make the overdue payment within thirty (30) days from the date of the notification, TTD may terminate this Agreement and discontinue all transportation services provided to the County without any further notification. If revocation occurs, the County shall be liable to TTD for payment for all past services performed by TTD but shall have no duty to contribute from the date of termination of services under this Agreement.

TTD shall be responsible for all expenses incurred while performing services under this Agreement, including without limitation licenses fees, memberships and dues; automobile and other travel expenses; insurance premiums; and all salary, expenses and other compensation paid to TTD's employees or contract personnel TTD hires to perform the services described by this Agreement.

4. Changes to the Sustainable Service Plan.

The County acknowledges that full execution of the Sustainable Service Plan is subject to available funding. As a result, changes to the Sustainable Service Plan may occur. Prior to the implementation of any change, a public hearing and review by the TTD Board will occur. The County shall be notified in writing of all proposed changes in accordance with the open meeting laws of Nevada and California. Further, the County shall be notified in writing of any approved changes thirty (30) days prior to the implementation of said changes.

The Sustainable Service Plan may only be reviewed for changes once each year, unless extenuating circumstances or an emergency requires otherwise. The proposed changes may include a reduction or increase in the amount of funding contributed by the County under this Agreement. Prior to the approval of changes which impact this Agreement, TTD and the County hereby agree to meet to address said changes and, if required and agreed to by the parties, amend the Agreement accordingly.

5. Participation in Governance.

The TTD Board of Directors is the governing body and administering agency of the public transportation system. The County recognizes that the District is governed by a Board of Directors authorized by PL 96-551, and that said Board is the governing body of TTD and is responsible for establishing policies and taking actions necessary and appropriate to operating the public transportation system. The District Manager and Staff of TTD are responsible for the implementation of the policies and actions approved by the TTD Board of Directors.

6. INSURANCE. County shall not provide any insurance coverage of any kind for

TTD or TTD's employee or contracted personnel.

7. TERMINATION OF AGREEMENT. This Agreement shall terminate on June 30, 2011. This Agreement may be revoked without cause by either party provided that a revocation shall not be effective until thirty (30) days after a party has served written notice upon the other party of termination of the Agreement. If this Agreement is terminated, County shall only be obligated to pay for services performed in compliance with this Agreement up and through the date of termination, and such compensation shall be paid in accordance with this Agreement.

8. CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and interpreted according to the laws of the State of Nevada. The parties agree that any dispute or claim regarding this Agreement shall be filed in the Nevada Ninth Judicial District Court. There shall be no presumption for or against the drafter in interpreting or enforcing this Agreement.

9. COMPLIANCE WITH APPLICABLE LAWS. The parties 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 Agreement, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

10. ASSIGNMENT. The parties shall not assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the parties. Consent shall not be reasonably withheld by either party.

11. COUNTY INSPECTION. The books, records, documents and accounting procedures and practices of TTD related to this Agreement 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.

12. DISPOSITION OF AGREEMENT MATERIALS. Copies of any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to TTD in the performance of its obligations under this contract shall be remitted and delivered, at TTD's expense, by TTD to the County upon completion, termination or cancellation of this Agreement. Alternatively, if the County provides its written approval to TTD, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials prepared by or supplied to TTD in the performance of its obligations under this contract must be retained by TTD for a minimum of six (6) 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 copies of any or all of the materials, then TTD shall promptly remit and deliver the materials, at TTD's expense, to the County. TTD shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of TTD's obligations under this Agreement without the prior written consent of the County.

13. PUBLIC RECORDS LAW. TTD expressly agrees that all documents ever submitted, filed, or deposited with the County by TTD, 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 ch. 239, or any governmental entity. TTD 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.

14. INDEMNIFICATION. TTD shall save, hold harmless, and indemnify County, its officers, agents, and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorney's fees and costs, relating to the injury or death of any person or damage to property arising out of, connected with, or sustained as a result of work performed pursuant to this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of TTD, its officer, agents, subcontractors or employees.

15. MODIFICATION OF AGREEMENT. This Agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties and approved by the Douglas County Board of County Commissioners and the Tahoe Transportation District Board of Directors.

16. NOTICES. 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 three (3) days after mailing by United States, postage prepaid, first class mail addressed to the other party at the addresses set forth below:

FOR COUNTY:

DOUGLAS COUNTY
Douglas County Manager
P.O. Box 218
Minden, Nevada 89423
(775) 782-9821
Fax: (775) 782-6255

FOR TTD:

TAHOE TRANSPORTATION DISTRICT
District Manager
PO BOX 499
Zephyr Cove, NV 89448
Phone: (775) 589-5500
FAX: (775) 588-0917

17. INCORPORATED DOCUMENTS. The parties agree that this Agreement incorporates the Sustainable Service Plan attached as Exhibit A.

18. SEVERABILITY. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the 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 the Agreement unenforceable.

19. **NO APPROPRIATION OF FUNDS.** All payments and services provided under this Agreement are contingent upon the availability of the necessary public funding. In the event that the County does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

20. **AUTHORITY TO EXECUTE AND IMPLEMENT.** Each person who signs this Agreement warrants and represents that he has the legal capacity to enter into this Agreement and if signing in a representative capacity, has the actual authority to bind the principal for which he signs and that his signature has the effect of binding the principal. Each person signing this Agreement hereby certifies that he is authorized by his respective governing body to enter into the terms and conditions set forth herein.

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

Andrew Strain 12.1.10
Andrew Strain, Chair (date)
Tahoe Transportation District Board of Directors

Michael A. Olson 12/2/10
Michael Olson, Chairman (date)
Douglas County Board of Commissioners

Attest:
Ted Thran 12/2/10
Ted Thran, Douglas County Clerk (date)

BY Juanita Suda
CLERK TO THE BOARD

Exhibit A

Sustainable Service Plan



TTD Sustainable Service Plan for Public Transit Service (adopted by TTD Board of Directors on October 18, 2010)

	Service Operating Characteristics										Net Impact on Service Budget
	Total Miles	% of Total Year	Peak Vehicles	Veh. Serv. Hours	Total Miles	Marginal Operating Cost	Ridership (1-Way Pags-Trips)	Farebox Revenue	Marginal Subsidy Required	Impact on Subsidy Available Source	
Status Quo (STATA BlueGO Service Plan Prior to July 2010)	63,059			1,050,859		\$2,864,400	728,400	\$617,900	\$2,030,700		\$2,030,700
Service Elements Already Implemented (Initiated as part of STATA service on July 12, 2010)											
Eliminate Route 22 Service	22,697	87%	-1	-1,188	-22,013	-\$56,700	-3,300	-\$4,620	-\$52,100	FTA 5311 (NDOT)	-\$34,000
Eliminate Route 40 Service	70,970	87%	-1	-3,451	-88,831	-\$170,500	-7,700	-\$10,400	-\$180,100		-\$160,100
Provide OnCall \$4 Transfer Fare & Expand Service			1	1,623	27,988	\$75,000	2,200	-\$15,800	\$90,800		\$90,800
Expand US 50 Service to Half-Hourly: 7AM-7PM in Summer?		100%	0	588	9,954	\$28,900	6,700	\$10,000	\$18,900		\$16,900
Continue to Operate Existing Route 24 With New Subsidy			0	0	0	\$0	0	\$0	\$0		\$0
Provide Extra Service for 4th of July Fireworks			0	30	450	\$1,300	800	\$1,600	-\$300		-\$300
Total				-2,393	-52,453	-\$124,000	-1,200	-\$19,300	-\$104,700		-\$96,600
Percent Change				-4%	-5%	-4%	0%	-3%	-3%		-4%
Service Elements Already Implemented (Initiated as part of STATA service on October 3, 2010)											
Eliminate Late Night OnCall Weekday Service		74%	0	-1,314	-22,570	-\$60,500	-1,695	-\$8,300	-\$54,200		-\$54,200
Eliminate Route 52 Service		74%	-0.5	-1,305	-22,705	-\$58,700	-11,900	-\$14,300	-\$45,400		-\$45,400
Eliminate Route 54 Service		74%	0	-1,311	-19,973	-\$57,300	-20,800	-\$30,800	-\$26,500		-\$26,500
Eliminate Route 55 Service		74%	-0.5	-1,890	-28,765	-\$82,500	-18,800	-\$25,300	-\$57,200		-\$57,200
Expand/Revise Route 53 Service		100%	1	3,779	63,977	\$172,900	73,000	\$108,900	\$64,000		\$64,000
Reduce Route 20X to 3 Runs Each Way Daily		74%	0	3,000	41,358	\$125,900	18,400	\$28,800	\$98,900		\$98,900
Reduce Route 21X to 5 Runs Each Way Daily		74%	0	-405	-10,174	-\$22,500	-500	-\$870	-\$21,700	FTA 5311 (NDOT)	-\$14,200
Provide Extra Service for New Years Eve		100%	0	-1,453	-47,363	-\$94,000	-800	-\$1,900	-\$92,100	FTA 5311 (NDOT)	-\$60,100
Provide Tripper Service to Improve Service Quality		100%	0	30	450	\$1,300	800	\$1,400	-\$100		-\$100
Other Services (Winter Routes, 23, 30); NO CHANGE			0	200	0	\$5,100	0	\$0	\$5,100		\$5,100
Total Net Change in STATA Service			-1	-3,061	-97,618	-\$195,400	36,705	\$38,600	-\$233,800		-\$176,300
Percent Change				-5%	-9%	-7%	5%	6%	-12%		-9%
SYSTEMWIDE TOTALS FOR TTD PUBLIC TRANSIT SERVICE				59,698	953,241	\$2,669,000	765,105	\$656,400	\$1,796,600		-\$57,600

Note 1: Vehicles measured during peak hours.
 Note 2: Peak season is December 15 to April 15 and June 15 to September 7.
 Source: Adapted from September 7, 2010 memorandum prepared by LSC Transportation Consultants, Inc.

COPY

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: Dec 8, 2010
[Signature] Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By [Signature] Deputy