

**FUNDING AGREEMENT FOR FREE FARES
ON THE TAHOE TRUCKEE AREA REGIONAL TRANSIT SYSTEM
OPERATED BY TOWN OF TRUCKEE**

THIS Agreement, hereinafter referred to as "AGREEMENT", is made and entered into this ___ day of _____, 20___, by and between the Town of Truckee, hereinafter referred to as "TOWN," and the Truckee Tahoe Airport District, hereinafter referred to as "AIRPORT."

RECITALS:

WHEREAS, TOWN operates a public transit system known as Tahoe Truckee Area Regional Transit (TART) that benefits both residents and visitors within the AIRPORT, the Town of Truckee, and elsewhere in the region;

WHEREAS, free-fare transit on TART has been authorized for a period of two years beginning December 12, 2019;

WHEREAS, AIRPORT desires to provide funding to support free-fare transit on TART in the interest of supporting an efficient and well used public transit system serving the Truckee and North Tahoe region;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

I. GENERAL PROVISIONS. This AGREEMENT is for funding of free to the passenger public transportation and transportation services of TART rendered by TOWN.

- A. TOWN agrees to operate regularly scheduled fixed route service free to the passenger ("Service") in the Truckee and North Tahoe region. This provision of the service is contingent upon approval of the TART operating budget by TOWN.
- B. TOWN agrees to fund the remaining amount of costs associated with providing TART service free to the passenger.
- C. TOWN reserves the right to contract out either part or all of the service to a qualified transit operations contractor.

II. PAYMENT.

- A. Reimbursement for fare revenues. In exchange for services identified in Section I above, AIRPORT agrees to provide funds to TOWN in the amount of Forty-Three Thousand Two Hundred Dollars (\$43,200) for service operated between December 12, 2019 and December 31, 2020, and in the amount of Forty-Seven Thousand Six Hundred Dollars (\$47,600) for service operated between January 1, 2021 and December 31, 2021.
- B. AIRPORT is a funding agent only, and is not responsible for operations, maintenance, or any costs in excess of the amount set forth above for the proposed Service.
- C. Billing to AIRPORT. TOWN shall submit invoices to AIRPORT in the following amounts for Service:
 - 1) Forty-Three Thousand Two Hundred Dollars (\$43,200) by December 1, 2020 for Service between December 12, 2019 and December 31, 2020; and

- 2) Forty-Seven Thousand Six Hundred Dollars (\$47,600) by December 1, 2021 for Service operated between January 1, 2021 and December 31, 2021.

III. HOLD HARMLESS.

- A. Neither AIRPORT nor any officer, director, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by TOWN under or in connection with any work, authority or jurisdiction delegated to TOWN under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, TOWN shall fully defend, indemnify and save harmless AIRPORT, its officers, directors, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by TOWN under or in connection with any work, activity or jurisdiction delegated to TOWN under this MOU.
- B. Neither TOWN nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by AIRPORT under or in connection with any work, activity or jurisdiction delegated to AIRPORT under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AIRPORT shall fully defend, indemnify and save harmless TOWN, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AIRPORT under or in connection with any work, authority or jurisdiction delegated to AIRPORT under this Agreement.

IV. TERMINATION.

- A. This AGREEMENT is effective January 1, 2020 and shall terminate December 31, 2021. Either party may terminate this agreement by providing written notice to the other party pursuant to Section D below.
- B. Upon receipt of notice of termination from AIRPORT, TOWN shall have up to 180 days from notice of termination to discontinue Service.
- C. Within 30 days of receipt of termination by either Party, TOWN shall provide AIRPORT with a final invoice for all services already rendered under this AGREEMENT, and AIRPORT shall pay such invoice within 30 days of receipt.
- D. Written notice shall be served by US Mail or in person to the following:

TOWN: Kelly Beede, Administrative Analyst II
Town of Truckee
10183 Truckee Airport Rd
Truckee, CA 96161

AIRPORT: Kevin Smith, General Manager
Truckee Tahoe Airport District
10356 Truckee Airport Rd
Truckee, CA 96161

V. GENERAL PROVISIONS. This Agreement shall be governed by the laws of the State of California. Initial venue for any action shall be in Nevada County, California. Each party waives federal court removal and/or original jurisdiction rights it may have. This Agreement contains the entire Agreement of AIRPORT and TOWN with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both AIRPORT and TOWN.

IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year first above written.

TRUCKEE TAHOE AIRPORT DISTRICT

TOWN OF TRUCKEE

By: _____
Board President

By: _____
Jeff Loux, Town Manager

Date: _____

Date: _____

ATTEST:

By: _____
Kevin Smith, Clerk of the Board

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Airport Attorney

By: _____
Andrew Morris, Town Attorney

Date: _____

Date: _____