

CONTRACT #:

**USE OF FUNDS AGREEMENT FOR FREE FARES
ON THE TAHOE TRUCKEE AREA REGIONAL TRANSIT SYSTEM
OPERATED BY PLACER COUNTY AND TOWN OF TRUCKEE**

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

RECITALS:

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

WHEREAS, AIRPORT desires to provide funding to support Tahoe Truckee Area Regional Transit (TART) extended transit services 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 COUNTY and the Town of Truckee.

- A. COUNTY and the Town of Truckee agrees to operate a regularly scheduled fixed route public transit service that is free to the passenger ("Service") in the Truckee and North Tahoe region, contingent upon approval of the TART operating budget by COUNTY and Town of Truckee.
- B. COUNTY and the Town of Truckee reserves the right to contract for either part or all the Service to a qualified transit operations contractor.

II. PAYMENT.

- A. Reimbursement for extended transit services. In exchange for services identified in Section I above, AIRPORT agrees to provide funds to COUNTY in the amount of One Hundred Eighty-Nine Thousand Nine Hundred Fifty-five Dollars (\$189,955) for service operated during FY 23-24 and Ninety-Four Thousand Nine Hundred Seventy-Eight Dollars (\$94,978) FY 24-25.
- 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. COUNTY shall submit invoices via U.S. Mail or electronic mail to AIRPORT in the following amounts for Service provided during each Fiscal Year:
 - 1) One Hundred Eighty-Nine Thousand Nine Hundred Fifty-Five Dollars (\$189,955) by September 30, 2024, for Service operated in FY 2023-24,
 - 2) Ninety-Four Thousand Nine Hundred Seventy-Eight Dollars (\$94,978) by September 30, 2025, for Service operated in FY 2024-25

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 COUNTY under or in

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connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY 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 COUNTY under or in connection with any work, activity or jurisdiction delegated to COUNTY under this AGREEMENT.

- B. Neither COUNTY 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 COUNTY, 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 July 1, 2023, and shall terminate June 30, 2025. Either party may terminate this AGREEMENT with or without cause by providing 30 days written notice to the other party pursuant to Section D below.
- B. Upon receipt of notice of termination from AIRPORT without cause, COUNTY shall have up to 180 days from notice of termination to discontinue Service.
- C. Within 30 days of receipt of termination by either Party, COUNTY shall provide AIRPORT with a final invoice for all services already rendered under this AGREEMENT until and including the date of termination, and AIRPORT shall pay such invoice for services rendered within 30 days of receipt.
- D. Written notice shall be served by US Mail or in person to the following:

PLACER COUNTY:

Jaime Wright
Department of Public Works
Transportation Division
3091 County Center Drive, Suite 220
Auburn, CA 95603

AIRPORT:

Robb Etnyre
Truckee Tahoe Airport
10356 Truckee Airport Rd
Truckee, CA 96161
Attn: General Manager

V. JURISDICTION AND VENUE.

This AGREEMENT shall be governed by the laws of the State of California. Initial venue for any action shall be in Placer County, California. Each party waives federal court removal and/or original jurisdiction rights it may have.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

**TAHOE TRUCKEE AIRPORT DISTRICT
("AIRPORT")**

COUNTY OF PLACER ("COUNTY")

_____ Signature
_____ Print Name
<input type="checkbox"/> Chair of the Board, <input type="checkbox"/> President, or <input type="checkbox"/> Vice President
Date: _____

_____ Derek Gade Department of Public Works Director
Date: _____

_____ Signature
_____ Print Name
<input type="checkbox"/> Secretary, <input type="checkbox"/> Asst. Secretary, <input type="checkbox"/> Chief Financial Officer, or <input type="checkbox"/> Asst. Treasurer
Date: _____

Approved as to Form Office of Placer County Counsel

Date: _____

EXHIBIT A – SERVICE CALCULATIONS