

# RUSH!

Contract #: **AGMT 08-1799**  
Amend #2  
Legistar #09-0894

Second Amendment to STATA Transfer Agreement – 91100A

## CONTRACT ROUTING SHEET

### PROCESSING DEPARTMENT:

Department: \_\_\_\_\_  
Dept. Contact: Transportation  
Phone: Tim Prudhel  
Department Head: x5974  
Signature: *Tim C. Prudhel*  
Tim C. Prudhel  
Contract Services Officer

### CONTRACTOR:

Name: South Tahoe Area Transit Authority  
Address: PO Box 5310 Stateline, NV 89449  
Phone: 775-589-5284

### CONTRACTING DEPARTMENT: Transportation

Service Requested: BlueGo Oncall Transit Services

Contract Term: 11/1/08 – 6/30/10

Contract/Amendment Amount: \$241,540 TDA allocation

Compliance with Human Resources Requirements? Yes: X No: \_\_\_\_\_  
Compliance verified by: Contract Notification Sent; HR Response Received \_\_\_\_\_  
OK per

### COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 6/26/09 By: *Juan Boal*  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

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**Please forward to Risk Management upon approval.**

Index Code: <u>302000</u>	User Code: <u>91100A</u>
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### RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: ✓ Disapproved: \_\_\_\_\_ Date: 6/25/09 By: *MB*  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

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### OTHER APPROVAL (Specify department(s) participating or directly affected by this contract)

Department(s): \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

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**SECOND AMENDMENT TO  
TRANSFER AGREEMENT BETWEEN THE SOUTH TAHOE AREA  
TRANSIT AUTHORITY AND COUNTY OF EL DORADO REGARDING  
THE OPERATION AND FUNDING OF BLUEGO TRANSIT SERVICES IN  
UNINCORPORATED EL DORADO COUNTY**

This Second Amendment ("Second Amendment") to Transfer Agreement is entered into this 1st day of July 2009 by and between the South Tahoe Area Transit Authority, a Nevada non-profit public benefit corporation ("STATA"), and the County of El Dorado, a political subdivision of the State of California ("County"), on the terms and provisions set forth below.

**RECITALS**

**WHEREAS**, County and STATA entered into a contract, effective November 1, 2008, thereafter amended a first time on March 3, 2009 (the "Agreement"), the intent of which was to facilitate the combining of BlueGO OnCall services provided by County with BlueGO OnCall services provided by the City of South Lake Tahoe to its incorporated area, such that said services would be provided by a single entity, STATA.

**WHEREAS**, during the term of the Agreement, an issue arose with respect to the title of new vehicles acquired in connection with Section 5 of the Agreement, and County has reserved all rights and remedies with respect to that issue.

**WHEREAS**, to maintain the BlueGO OnCall transit services to continue without interruption in the unincorporated area of the County, County and STATA agree to amend the Agreement to extend the term for an additional one year period on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, the parties agree to amend the Agreement for the period of July 1, 2009 through June 30, 2010, as follows:

**Section 2, entitled Continued Provision of Service to County is hereby amended to read as follows:**

**2. Continued Provision of Service to County**

STATA has provided since the inception of this Agreement and shall continue to provide BlueGO transit services on behalf of County under the terms and conditions in existence on the date of execution of this Agreement, as set out in the existent version of the "BlueGO Service Summary," attached hereto as amended Exhibit 1. STATA shall not reduce the levels of BlueGO transit services provided in the County as established on July 1, 2008 unless approval is granted

by the El Dorado County Board of Supervisors. The July 1, 2008 base level of service was one BlueGO OnCall vehicle, seven days a week from 7:00 a.m. to 7:00 p.m. and one BlueGO OnCall vehicle from 8:00 a.m. to 7:00 p.m., Monday-Friday and 8:00 a.m. to 5:00 p.m. on Saturday and Sunday. STATA shall be obligated to operate BlueGO transit services in the unincorporated areas of El Dorado County within the Tahoe Basin primarily with available State and Federal funding allocated as set forth in Section 4 herein, together with fares collected. Notwithstanding any provision herein to the contrary, County shall not be obligated to fund the BlueGO transit services provided by STATA hereunder from any other funds or revenues, including but not limited to, the County General Fund.

**(a) Routes and Service Boundaries**

BlueGO transit services shall continue to operate within the City limits of the City of South Lake Tahoe and the surrounding unincorporated County areas within the BlueGO service area as shown in amended Exhibit 2, marked “BlueGO Existing Bus Routes/Service Areas”, incorporated herein as though fully set forth. This exhibit may be amended by the parties upon approval by the STATA Board of Directors with notice to the County.

**(b) Hours of Operation**

BlueGO transit services in the unincorporated areas of El Dorado County within the Tahoe Basin shall continue to operate seven days a week, with service hours varying by route and service as set out in amended Exhibit 1 marked “BlueGO System Summary”. This exhibit may be amended by the parties upon approval by the STATA Board of Directors with notice to the County.

**(c) Fares**

The fares currently provided for in Exhibit 4 marked “BlueGO Fares Effective May 18, 2009” will be established by action of STATA Board of Directors. STATA shall keep all fares collected on BlueGO transit services in the unincorporated areas of El Dorado County and shall provide County a list of fares charged on BlueGO transit services. . County shall have the ability to provide input related to the modification of the fare structure.

**(d) Policies**

The existing policies of the BlueGO transit services shall remain in full force and effect, including service being accessible to persons with disabilities as required by law.

**(e) Special Needs & Paratransit Camera System**

STATA shall provide at no cost to County for the duration of this Agreement, a camera system to be used by the El Dorado County Department of Human Services to develop an identification system for special needs clients certified by the County and for paratransit clients certified by STATA. The camera system shall be installed by County to the County’s specifications on County owned equipment at County’s own cost.

**Section 4, entitled Funding is hereby amended to read as follows:**

**4. Funding**

In accordance with its established policies and procedures, County will claim available Transportation Development Act (“TDA”) funds from County’s apportionment area through the annual TDA claim process, administered by TRPA, during the Term of this Agreement. County will transfer to STATA the amount of the TDA funds allocated by TRPA and received by County as County’s apportioned share for that fiscal year for the purpose of funding the operation of transit services by STATA, less approximately \$15,000, exact amount to be determined during the annual TDA claim process, for the County’s administration and special needs processing. County will forward payment to STATA as TDA funds are received on a monthly basis. In no event shall the total amount of the funds transferred to STATA pursuant to this Agreement exceed the amount of TDA funds allocated to and received by the County for that fiscal year.

County TDA funds provided to STATA shall be used for the primary purpose of operating BlueGO transit services in the unincorporated County areas and within the city limits of the City of South Lake Tahoe within the BlueGO service area. Any remaining County TDA funds earmarked by County for STATA that are not applied towards BlueGO OnCall will be used exclusively to support transit services operated by County.

County retains the right to retain TDA Article 8 funds per Public Utilities Code (PUC), Transportation Development Act, Section 99402, as long as TRPA does not make the necessary findings under Section 99401.5 and 99401.6 and by TRPA Resolution 86-04.

Except as provided herein STATA shall not be entitled to nor claim any further monies as compensation for services rendered pursuant to this Agreement.

**Section 5, entitled Funding for New Vehicles, shall be amended to add the following provision:**

STATA acknowledges that TTD currently holds title to the new vehicles acquired, in part, with County’s Proposition 1B. No later than 15 days from the effective date of this Second Amendment, STATA shall cause the said new vehicles to be transferred into the County’s. County agrees that, in consideration of the covenants set forth in this Agreement, STATA shall be entitled to continue to possess and utilize the said vehicles primarily for the BlueGO OnCall program and within the unincorporated area of El Dorado County, in accordance with the terms and conditions of this Agreement.

**Section 7, entitled Audits and Compliance with Laws is hereby amended to read as follows:**

**7. Audits and Compliance with Laws**

STATA shall comply with all applicable federal, state, and local laws and regulations, including those associated with the TDA and FTA as they pertain to the provision of public transit service.

STATA shall further comply with all applicable federal funding agency requirements, including all of the provisions of Exhibit 3 hereto, marked "Federal Funding Agency Requirements", incorporated herein and made by reference a part hereof as though fully set forth in its entirety. STATA further assumes sole responsibility for any disallowed costs that may result from an audit.

County, or its agents, shall have the right to monitor and audit all work performed under this Agreement. County will notify STATA in writing within thirty (30) days of completion of any audit and of any potential exception(s) discovered during such examination.

**Section 9, entitled Term is hereby amended to read as follows:**

**9. Term**

This Agreement shall commence on the Effective Date, and shall continue in full force and effect until June 30, 2010, the end of the 2009-2010 fiscal year.

**Section 15, entitled Default/Expiration of Term is hereby amended to read as follows:**

**A. Default**

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party does not cure the default within ten days of the date of notice, then the party shall be deemed to be in default. The time to cure a default may be extended in the discretion of the party giving notice and so long as that extension is in writing and executed by the party giving notice. Notice given under this section shall specify the alleged default and the applicable provision of the Agreement to which it applies, and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. Said notice shall not be deemed a termination of this Agreement unless the party giving notice so elects in a subsequent written notice after the time to cure has expired.

B. Bankruptcy/Ceasing to Perform: This Agreement may be terminated by the County upon 24 hours notice in the case of bankruptcy, voluntary or involuntary, or insolvency of STATA. County may immediately on written notice terminate this Agreement in the event STATA ceases to provide BlueGO OnCall demand responsive service in accordance with the terms and conditions of this Agreement.

C. Failure to Transfer Vehicles: In the event that STATA fails to transfer, or cause to be transferred, the title to each of those vehicles into the County's name within 15 days of the effective date of this Second Amendment, County may terminate this Agreement effective upon 15 days written notice.

D. Upon termination, or expiration of the term of this Agreement, STATA shall return all County assets, including vehicles that were transferred to STATA for use on on BlueGO

OnCall pursuant to this Agreement, as well as new vehicles acquired pursuant to the provisions of Section 5 herein, and STATA shall relinquish any and all necessary files and unexpended County TDA allocated funds for BlueGO OnCall.

**Section 19, entitled Insurance is hereby amended to read as follows:**

**19. Insurance**

STATA shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that STATA maintains insurance that meets the following requirements, and shall provide that STATA's subcontractor(s) providing transit services under this Agreement, shall provide proof of a policy of insurance to County's Risk Management Division and documentation evidencing that the subcontractor maintains insurance that meets or exceed the following requirements and limits and that names the County as an additional insured:

- (a) Full Workers' Compensation and Employers' Liability Insurance covering all employees of STATA as required by law in the State of California.
- (b) Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- (c) Automobile Liability Insurance of not less than \$5,000,000 is required for this Agreement.
- (d) In the event STATA is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- (e) STATA shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- (f) The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- (g) STATA agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, STATA shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event STATA fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and STATA agrees that no work or services shall be performed prior to the giving of such approval.

- (h) The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies.
- (i) STATA's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of STATA's insurance and shall not contribute with it.
- (j) Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or STATA shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- (k) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- (l) The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- (m) STATA's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- (n) In the event STATA cannot provide an occurrence policy, STATA shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- (o) The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to the Agreement on the day and year written above, and which shall become effective on the July 1, 2009.

**SOUTH TAHOE AREA TRANSIT AUTHORITY**

\_\_\_\_\_  
Nancy McDermid  
President

\_\_\_\_\_  
Anna Hastie  
Secretary

**COUNTY OF EL DORADO**

\_\_\_\_\_  
Board of Supervisors  
"County"

**Attest:**  
**Suzanne Allen de Sanchez**

**Clerk of the Board of Supervisors**

\_\_\_\_\_  
Deputy Clerk



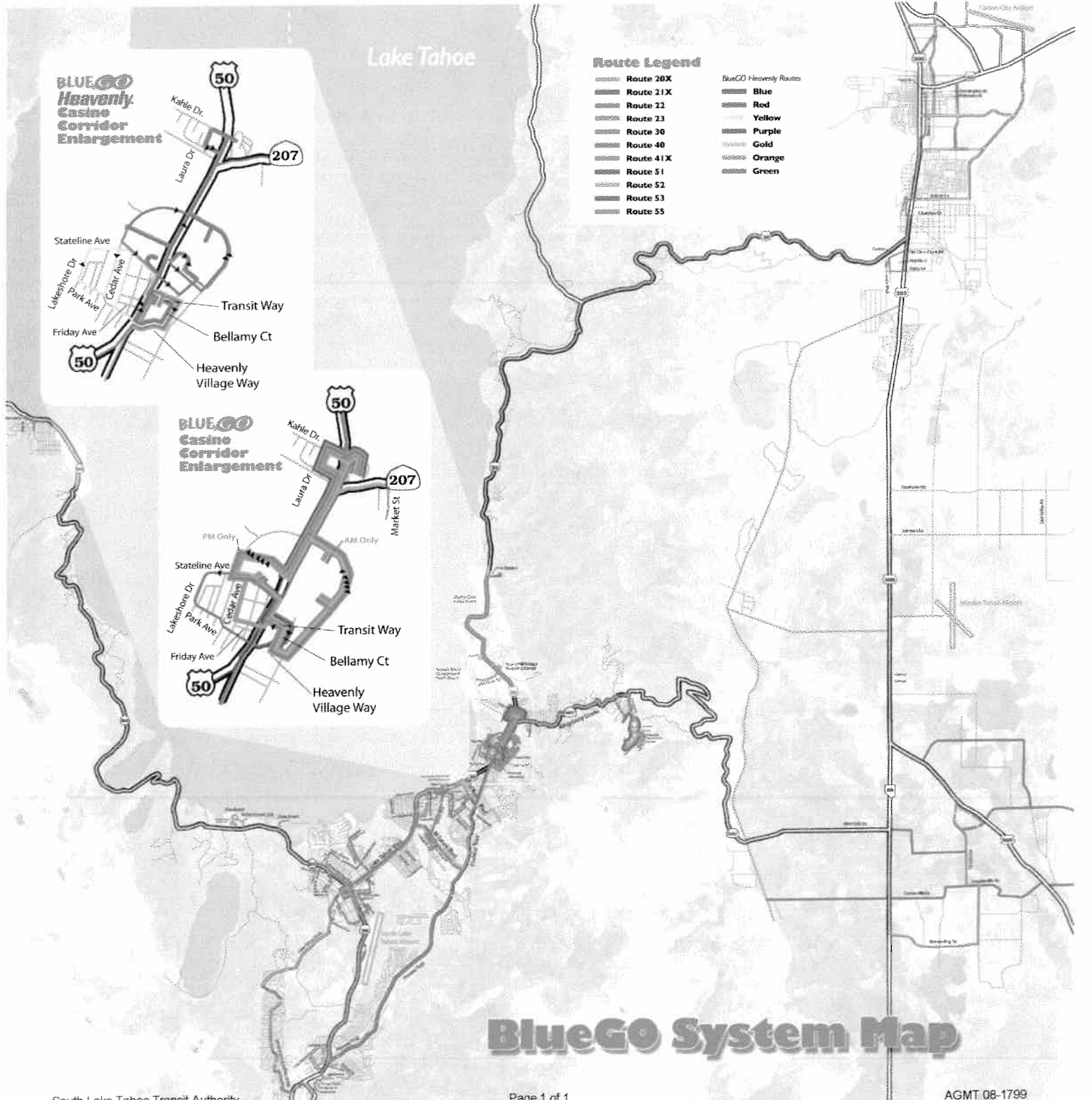


## BlueGO Service Summary – Effective May 31, 2009

Route Number/Name	Type of Route	Frequency Of Route	Peak Bus Requirement	Service Hours	Where Does Route Go?
Red Route 10	Ski Shuttle	30 minutes	1	8:00 am to 11:00 am and then 2:00 pm to 6:00 pm	Service from Inn by the Lake to Stateline Transit Center via US Highway 50, Lakeland Village on Bal Bijou Road, Park Avenue, Pine Boulevard and Harveys Bus Center.
Orange Route 11	Ski Shuttle	20 minutes	2-3	8:00 am to 11:00 am and then 2:00 pm to 6:00 pm	Service from Stateline Transit Center to Heavenly California Lodge via Pioneer Trail and Ski Run Boulevard.
Green Route 12	Ski Shuttle	30 minutes	1-2	8:00 am to 11:00 am and then 2:00 pm to 6:00 pm	Service from Stateline Transit Center to Stateline Casinos and Embassy Suites via US Highway 50 & Lake Parkway. Service also provide to Kingsbury Transit Center.
Gold Route 13	Ski Shuttle	30 minutes	1	8:00 am to 11:00 am and then 2:00 pm to 6:00 pm	Service from Heavenly California Lodge to Inn By The Lake via Ski Run Boulevard and US Highway 50 with service to Barivaian Village on request.
Purple Route 14	Ski Shuttle	20 minutes	1-2	8:00 am to 11:00 am and then 2:00 pm to 6:00 pm	Service from Heavenly Boulder Lodge to Heavenly Stagecoach Lodge via The Ridge Resorts with trips to Galaxy Lane as needed.
Blue Route 15	Ski Shuttle	30 minutes	2-3	8:00 am to 11:00 am and then 2:00 pm to 6:00 pm	Service from Stateline Transit Center to Heavenly Boulder and Stagecoach Lodges via US Highway 50 and State Route 207 along with Kingsbury Transit Center.
Black Route 17X	Express Route	Limited AM & PM service	4	Limited AM & PM service	Service oriented towards Heavenly employees – open to all passengers traveling from South Y Transit Station to Heavenly California Lodge, Heavenly Boulder Lodge and Heavenly Stagecoach Lodge via employee housing on Pioneer Trail, employee parking on Ski Run Boulevard and Stateline Transit Center. Limited stops are made on US Highway 50, State Route 207 and Pioneer Trail.
BlueGO Heavenly Ski LIFT	Urban Dial-A-Ride	Reservations 60 minutes in advance up to 7 days in	2-3	11:00 am to 2:00 pm	On demand service with two to three vehicles operating with a 15 minute in advance reservation and departures every 30 minutes

		advance			from Stateline Transit Center to on demand destinations within the zone. On Demand Service within the Stateline area from Inn By The Lake to Heavenly California, Boulder, Stagecoach Lodges and Gondola.  Routes 10, 11, 12, 13, 14 and 15 will be discontinued between 11:00 am and 2:00 pm.
20X	Commuter	30-60 minutes	2-3	<u>Gardnerville to Stateline</u> 5:45 am to 8:45 am & 2:45 pm  <u>Stateline to Gardnerville</u> 8:45 am & 3:40 pm to 6:40 pm & 12:15 am	Express service from Gardnerville to Stateline Transit Center via State Route 207 and Stateline casinos with one trip to The Ridge Resorts.
21X	Commuter	60 minutes – 4 trips in the AM and PM in both directions	2	6:35 am to 9:45 am and 3:30 pm to 6:45 pm	Express service from Carson City from Stateline Transit Center via US Highway 50 and Stateline casinos (stops on the street).
22	Rural Flex Route	45 minutes	1 – Shared with Route 21X	9:40 am to 2:45 pm	Service from Stateline Transit Center to Zephyr Cove – George Whittell High School via US Highway 50 & Stateline casinos.
23	Rural Flex Route	60 minutes	1	7:10 am to 12:10 am (Sun-Thurs) continues until 1:10 am (Friday & Saturday)	Service from Stateline Transit Center to The Ridge Resorts via Stateline casinos, Lakeshore Boulevard, Stateline Avenue, State Route 207 and Tramway Drive.
30	Trolley – Urban Fixed Route	60 minutes	2	9:15 am to 7:15 pm <b>From May 23, 2009 to October 4, 2009</b>	Service from South Y Transit Station to Tahoma via State Route 89 and US Forest Service facilities such as Camp Richardson Resort, Baldwin Beach and Tallic Historic Site.
40	Rural Flex Route	60 minutes peak and 90 minutes midday	1	7:00 am to 7:00 pm	Service from South Y Transit Station to Meyers, Lake Tahoe Community College via North Upper Truckee Road, Pioneer Trail and US Highway 50.
50	Urban Fixed Route	20-30 minutes	2-3	5:45 am to 12:45 am (Sun-Thurs) until 1:45 am (Fri/Sat)	Service between South Y Transit Station and Kingsbury Transit Center via US Highway 50 and Stateline Transit Center.
51	Urban	45 minutes peak and 90	1	7:15 am to 5:43 pm	Service in the South Y area, starting at South Y Transit Station

	Flex Route	minutes midday			with service to Lake Tahoe Airport, South Tahoe High School, Julie Lane area, Tahoe Keys and Garner Mountain area.
52	Urban Flex Route	45 minutes	1	6:45 am to 6:45 pm	Service starting at South Y Transit Station serving the Sierra Tract, Bijou, Al Tahoe areas, Regan Beach, South Lake Tahoe Recreation Complex, Boys & Girls Club, Lake Tahoe Community College and Al Tahoe Blvd.
53	Urban Fixed Route	45 minutes	1	6:15 am to 12:28 am	Service starting at Lake Tahoe Community College traveling via Bijou area including Johnson Boulevard, Spruce Avenue, Blackwood Road, Ski Run Boulevard, Pioneer Trail, Stateline Transit Center to the Kingsbury Transit Center via Stateline casinos.
55	Urban Flex Route	60 minutes	1	7:00 am to 9:43 pm	Service operating between South Y Transit Station serving Sky Forest Acres, Tahoe Senior Plaza, Kelly Ridge, Senior Center, South Lake Tahoe Recreation Complex, Lake Tahoe Community College, Safeway, Barton Memorial Hospital, South Y Center and Factory Stores at the Y.
BlueGO OnCall	Urban Dial-A-Ride	Reservations 60 minutes in advance up to 7 days in advance	1-3	24 hours per day.	Door to door demand responsive transit service that is in compliance with the ADA as it related to providing complementary Paratransit Service within a ¾ mile boundary of BlueGO fixed route. Service provided throughout the entire BlueGO service area.
Camp Richardson Circulator	Rural Dial-A-Ride	Reservations 30 minutes in advance	1-2	10:00 am to 7:00 pm – Saturday & Sunday only	Door to door demand responsive transit service that operates within Camp Richardson Resort area operating from Pope Beach to Baldwin Beach.



**Route Legend**

- |  |           |  |                        |
|--|-----------|--|------------------------|
|  | Route 20X |  | BlueGO Heavenly Routes |
|  | Route 21X |  | Blue                   |
|  | Route 22  |  | Red                    |
|  | Route 23  |  | Yellow                 |
|  | Route 30  |  | Purple                 |
|  | Route 40  |  | Gold                   |
|  | Route 41X |  | Orange                 |
|  | Route 51  |  | Green                  |
|  | Route 52  |  |                        |
|  | Route 53  |  |                        |
|  | Route 55  |  |                        |

**BlueGO System Map**