

Area Transit Management, Inc.
South Lake Tahoe Transit Services

AGREEMENT FOR SERVICES # AGMT 05-841

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Area Transit Management, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1679 Shop Street, South Lake Tahoe, California 96150 and whose mailing address is P.O. Box 18400, South Lake Tahoe, California 96151(hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to assist its Department of Transportation in providing transportation services for low income seniors and disabled citizens and in providing transportation services to the general public in the South Lake Tahoe Basin; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services/Project Schedule: Contractor agrees to furnish personnel, equipment, and services necessary to assist the Department of Transportation in providing transportation services in the South Lake Tahoe Basin. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Services," incorporated herein and made by reference a part hereof.

ARTICLE II

Term: This Agreement shall become effective July 1, 2005 and shall expire June 30, 2007.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made as indicated below, following County receipt and approval of itemized invoices detailing services rendered. Statistical

reporting, consisting of the performance indicators specified below, required for each program is to be submitted monthly with each invoice. The total amount of this Agreement shall not exceed \$640,000, inclusive of all expenses.

Contractor shall retain all fare box revenue in addition to the aforementioned compensation by County. For the purposes hereof, the billing rates shall be as follows:

A. Bus Plus, Paratransit & General Public

Contractor shall invoice County on a monthly basis concerning the monies owed Contractor, with performance indicators consisting of number of passengers, service hours, service miles, employee hours, and fare revenue. The invoices will show daily fare box revenue, subject to County audit, and the total fare box revenue. Monies owed Contractor for each operating year shall not exceed \$300,000 (\$25,000 per month) or the total of the Transportation Development Act (TDA) monies and Federal Transit Administration monies allocated for the period covered by this Agreement by the Tahoe Regional Planning Agency (TRPA), whichever is less. Said payments shall be in the form of County checks and shall be paid to Contractor within fifteen (15) days of receipt of acceptable invoices by County.

B Summer Trolley

Upon request from Contractor after July 1st of each fiscal year, County will advance for the fiscal year, an amount not to exceed \$20,000 per year, for a total not to exceed \$40,000 for the term of the Agreement, or the total of the TDA monies allocated for each year by the TRPA, whichever is less. Said payments shall be in the form of County checks and shall be paid to Contractor within thirty (30) days of receipt of acceptable invoices by County.

Contractor will report to County in September of each year, the statistical information relating to that fiscal year's Summer Trolley service. The report shall include performance indicators consisting of number of passengers, service hours, service miles, employee hours and fare revenues. The reports submitted shall also show daily fare box revenue, subject to County audit, and the total fare box revenues.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable State and Federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or termination of this Agreement.

ARTICLE VII

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VIII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE IX

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department

for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE X

Default, Termination, and Cancellation:

- 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 (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended in the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Contractor, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department Of Transportation
924B Emerald Bay Road
South Lake Tahoe, California 96150

Attn.: Alfred Knotts,
Senior Planner

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Area Transit Management, Inc.
P.O. Box 18400
South Lake Tahoe, California 96151

Attn.: Ken Daley,
President

or to such other location as Contractor directs.

ARTICLE XII

Indemnity: Contractor shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor 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 in the event motor vehicles are used by Contractor in performance of the Agreement.

With a Copy to:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn: Tim C. Prudhel,
Contract Services Officer

- D. In the event Contractor 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. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor 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 contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor 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 contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Manager, and Contractor 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 liability policies except Workers' Compensation and professional liability insurance policies.
- I. Contractor'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 Contractor'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 Contractor 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. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor 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 the Risk Management Division as essential for protection of County.

ARTICLE XIV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVI

California Residency (Form 590): All independent Contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XVII

Taxpayer Identification Number (Form W-9): All independent contractors or corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Contractor waives any removal rights it might have under Code of Civil Procedure Section 394.

ARTICLE XIX

Year 2000 Compliance: Contractor agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Contractor will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

ARTICLE XX

Compliance with Federal Requirements: County is relying on Federal Transit Administration (FTA) assistance or grants for a portion of the funding for the services to be provided herein. As a requirement in County's application for FTA funds, County is required to comply with 49 U.S.C 5332 and 49 CFR part 21 and to extend the requirements of these sections to all third party contracts. Contractor shall comply with all applicable provisions of 49 U.S.C. 5332 and 49 CFR part 21, related executive orders or regulations, and the provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," and FTA's "Best Practices Procurement Manual, Appendix A.1, Federally Required and Other Model Contract Clauses." References to "Purchaser" in those Articles refer to County.

ARTICLE XXI

Charter Service Operations: Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

ARTICLE XXII

School Bus Operations: Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

ARTICLE XXIII

Energy Conservation: Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE XXIV

Clean Water: The following provisions shall apply to this Agreement:

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. Contractor also agrees to include these requirements in each subcontract, if any are authorized hereunder, exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XXV

Clean Air: The following provisions shall apply to this Agreement:

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- B. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XXVI

Certification Regarding Lobbying: In compliance with the provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 U.S.C. § 1601, et seq.), the undersigned Contractor certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress,

or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Contractor, Area Transit Management, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Ken Daley

Signature of Contractor's Authorized Official

KEN DALEY PRESIDENT

Name and Title of Contractor's Authorized Official

JUNE 10, 2005

Date

ARTICLE XXVII

Access to Records: The following access to records requirements apply to this Contract:

- A. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their

authorized representatives access to any books, documents, papers and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

- B. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. Contractor agrees to maintain all books, records, documents, papers, accounting records, reports and other evidence pertaining to the performance of this Agreement for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- D. FTA does not require the inclusion of these requirements in subcontracts.

ARTICLE XXVIII

Federal Changes: Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

ARTICLE XXIX

No Government Obligation to Third Parties: The following provisions shall apply to this Agreement:

- A. Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of an underlying contract, absent the express written consent by the State or Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by State and FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE XXX

Program Fraud and False or Fraudulent Statements or Related Acts: The following provisions shall apply to this Agreement:

- A. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Agreement. Upon execution of this Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Agreement or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
- B. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Contractor, to the extent the Federal Government deems appropriate.
- C. Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE XXXI

Suspension and Debarment: This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Contractor is required to verify that none of Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid, or proposal, or this Agreement, the bidder, proposer or Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by County. If it is later determined that the bidder, proposer or Contractor knowingly rendered an erroneous certification, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder, proposer or Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract

that may arise from this offer. The bidder, proposer or Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE XXXII

Contracts Involving Federal Privacy Act Requirements: The following requirements apply to Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- A. Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, Contractor agrees to obtain the express consent of the Federal Government before Contractor or its employees operate a system of records on behalf of the Federal Government. Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- B. Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XXXIII

Civil Rights: The following requirements apply to this Agreement:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of this Agreement. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- C. Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

ARTICLE XXXIV

Title VI (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Title 49 CFR Part 21 – Effectuation of the 1964 Civil Rights Act:

- A. **Compliance with Regulations:** The Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal regulations Part 21 – Effectuation of the 1964 Civil rights Act). Title VI provides that the recipients of Federal-assistance will implement and maintain a policy of nondiscrimination in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or be subjected to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- B. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract term shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's regulations, including employment practices when the contract covers a program whose goal is employment.
- C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be

notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

- D. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FTA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
- a. Withholding of payments due to the Contractor under this Agreement until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of this Agreement, in whole or in part.
- F. **Incorporation of Provisions:** The Contractor shall include the provisions of these paragraphs (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor will take such action with respect to any subcontractor or procurement as the State or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE XXXV

Transit Employee Protective Provisions: Contractor agrees to comply with applicable transit employee protective requirements as follows:

- A. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, Contractor agrees to carry out the transit operations work on this Agreement in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work under

this Agreement. Contractor agrees to carry out that work in compliance with the conditions Stated in that U.S. DOL letter. The requirements of this subsection A, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections B and C of this clause.

- B. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the State and the public body subrecipient for which work is performed on this Agreement, Contractor agrees to carry out the work in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the State. Contractor agrees to perform transit operations in connection with this Agreement in compliance with the conditions Stated in that U.S. DOL letter.
- C. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

ARTICLE XXXVI

Drug and Alcohol Testing: Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, any State of California Oversight Agency, or the County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. Contractor agrees further to certify annually its compliance with Parts 653 and 654 before January 15th of each year and to submit the Management Information System (MIS) reports before January 15th of each year to the Contract Administrator. To certify compliance, Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. Contractor

further agrees to submit to the Contract Administrator upon request a copy of the Policy Statement developed to implement its drug and alcohol testing program.

By signing this Agreement, Contractor certifies that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with California Government Code Section 8355, et seq. Contractor is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and all subrecipients shall certify and disclose accordingly.

ARTICLE XXXVII

Incorporation of Federal Transit Administration (FTA) Terms: The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause County to be in violation of the FTA terms and conditions.

ARTICLE XXXVIII

Interest in this Agreement: No member, officer, or employee of the Contractor or of the locality during the Project term or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

This provision shall be inserted in all contracts entered into in connection with this Project and all subcontractors are required to insert this provision in each of their subcontracts.

ARTICLE XXXIX

State and Local Law Disclaimer: Some of the preceding provisions relating to Contractor's obligation to include applicable clauses in sub agreements and contracts may not be governed by Federal law, but may be significantly affected by State law. The language of those provisions may need to be modified depending on State law, and before the provisions are used in the Contractor's documents, Contractor should consult with its local attorney.

ARTICLE XL

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Alfred Knotts, Senior Planner, Department of Transportation, or successor.

ARTICLE XLI

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XLII

Partial Invalidity: If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XLIII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Department Concurrence:

By:  Dated: 6-16-05
Elizabeth B. Diamond
Interim Director
Department of Transportation

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Charlie Paine
CHARLIE PAINE, CHAIRMAN
Board of Supervisors
"County"

Dated: 6/21/05

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 6/21/05

-- AREA TRANSIT MANAGEMENT, INC. --

By: Ken Daley
Ken Daley
President
"Contractor"

Dated: June 10, 2005

By: Ken Daley
Corporate Secretary

Dated: June 10, 2005

Area Transit Management, Inc.

Exhibit A
Scope of Services

A. Contractor shall provide the following services:

I. **BUS PLUS – “SPECIAL NEEDS TRANSPORTATION – PARATRANSIT” – DEMAND RESPONSE SERVICE**

- a. Clients who have valid transportation passes will be granted use of these services. No eligible patron will be denied transportation services on the basis of race, color, or national origin or without the written approval of County. All clients presenting passes and/or on the transportation list shall be transported except those who are drunk, disorderly or abusive to the driver or other passengers. No pets will be allowed or required to be transported except seeing-eye dogs for the blind. Contractor shall notify County of clients who do not appear to meet the eligibility requirements set forth herein, provided however, that all clients presenting passes shall be transported unless Contractor is notified otherwise by County.
- b. Contractor shall not be responsible for the determination as to the eligibility of clients for their receipt or use of passes, for printing passes, issuing passes, or for advertising or monitoring the compensation set out in any agreement relative to the issuance of such passes by County.
- c. Contractor's drivers shall assist clients in the loading and unloading of a reasonable amount of parcels and personal effects, at discretion of Contractor, and of clients, upon request.
- d. **AREA**
The boundaries of the areas within which clients may be transported pursuant to this Agreement are set forth in Exhibit B, marked "South Lake Tahoe Transit Service Area," incorporated herein and made by reference a part hereof. Contractor will transport all eligible clients pursuant to this Agreement as set forth in Exhibit C, marked "Rider's Guide," incorporated herein and made by reference a part hereof.
- e. **SERVICE HOURS**
Contractor shall provide responsive service to the Paratransit clients, as herein described, seven (7) days per week and on an hourly schedule to provide service as necessary up to ten hours (10) hours per weekday and up to eight (8) hours per weekend day. Hours may be amended from time to time by mutual consent of the Contract Administrator and Contractor.
- f. **CLIENT REQUIREMENTS**
Paratransit clients must call Contractor a minimum of twenty-four (24) hours in advance, between the hours 9:00 a.m. and 5:00 P.M., at the specified

telephone number (530-541-7149). Paratransit clients must furnish point of origin, point of destination, telephone number, special needs, and number of persons to be transported. Clients shall generally have a waiting period of fifteen (15) to thirty (30) minutes.

g. FARES

Paratransit special needs clients shall pay a fare per one way trip from their own funds as approved or amended by the Board of Supervisors. The trip fare shall be paid for by the client with cash and a valid pass issued by County. This fare will cover the cost of transporting the special need client and an accompanying care attendant.

BUS PLUS "GENERAL PUBLIC TRANSPORTATION" – DEMAND RESPONSE

h. AREA

Contractor will transport all general public patrons in the unincorporated area of the County in the South Lake Tahoe Basin Area as set forth in Exhibit B. Contractor will transport all eligible clients pursuant to this Agreement as set forth in Exhibit C.

i. SERVICE HOURS

Contractor shall provide responsive service to the general public on at least a twelve (12) hour-per-day basis, seven (7) days per week from 7:00 a.m. to 7:00 p.m. These hours may be amended from time to time by mutual consent of the Contract Administrator and Contractor.

j. RIDER REQUIREMENTS

General public patrons must call Contractor at least one (1) hour in advance at the specified number (530-541-7149), and must furnish point of origin, point of destination, telephone number, number of persons to be transported, and time of day the trip is desired. More notice may be required during adverse weather conditions.

k. FARES

Each general public patron shall pay a fare per one way trip from his or her own funds as approved or amended by the Board of Supervisors. Payment of the fare shall entitle each patron to a transfer onto fixed route service. Patrons may elect to pay a fare of \$5.00 per one-way trip for door-to-door service.

II. SUMMER TROLLEY SERVICE

a. AREA

Contractor will transport patrons along fixed route "A", as described herein. Fixed Route "A" shall be on Highway 89 from Emerald Bay to the intersection with Highway 50 (the "Y"), and on Highway 50 from the "Y" to the Nevada State Line. Contractor will transport all eligible clients pursuant to this Agreement as set forth in Exhibit C.

b. SERVICE HOURS

Contractor shall provide service on a fixed route basis with one-hour headway, seven (7) days per week from 11:30 a.m. to 8:00 p.m. Contractor shall provide service during the summer months as follows:

July 1, 2005 – September 5, 2005

And

July 1, 2006 – September 5, 2006

c. FARES

The fare, as established by the Coordinated Transit System Management Company, shall be paid at the time of first boarding.

- III. Vehicles used for transportation of clients and general public shall be owned by the County and/or the Tahoe Transportation District (TTD) and shall be operated by Contractor. Contractor shall have available for use sufficient equipment to ensure the level of service described within this Agreement, including sufficient vehicles which meet all applicable federal, state and local laws including, but not limited to the California Vehicle Code. Contractor shall have a central dispatching location complete with telephone service sufficient to receive incoming calls from clients, mobile radios and a base radio station. Such radios shall have an effective performance capability within the proposed area of operation.
- IV. Contractor's drivers shall hold valid commercial drivers' licenses with proper endorsements and shall comply with all laws governing the driving and operation of the public transportation vehicles owned, leased and used by Contractor. Contractor shall also adhere to the federal drug testing requirements as a result of the passage of Senate Bill 532, Chapter 1007, Statutes of 1999.
- V. The vehicles used by Contractor in its performance of this Agreement shall be maintained in safe and workable condition, and shall be clean both inside and outside so as to present a good appearance at all times, weather permitting. Contractor shall inspect vehicles on a weekly basis. Preventive maintenance shall be conducted, at a minimum according to the manufacturer's recommended service schedule for each make of vehicle. Preventive maintenance on County owned vehicles shall be, at a minimum, in accordance with the manufacturer's recommended severe duty service schedule. Due to the extensive idling of the vehicles, oil and filter changes are to be made at an interval equivalent to 200 engine hours of use. The cost and expense of such routine maintenance together with the cost and expense for fuel and oil for said operations shall be entirely Contractor's obligation.
- VI. Dispatchers and drivers shall be courteous to all passengers. Drivers shall be well groomed and neatly dressed.
- VII. Contractor shall comply with all ordinances, rules and regulations of County, and all state and federal laws and regulations applicable to the performance of the services described herein.

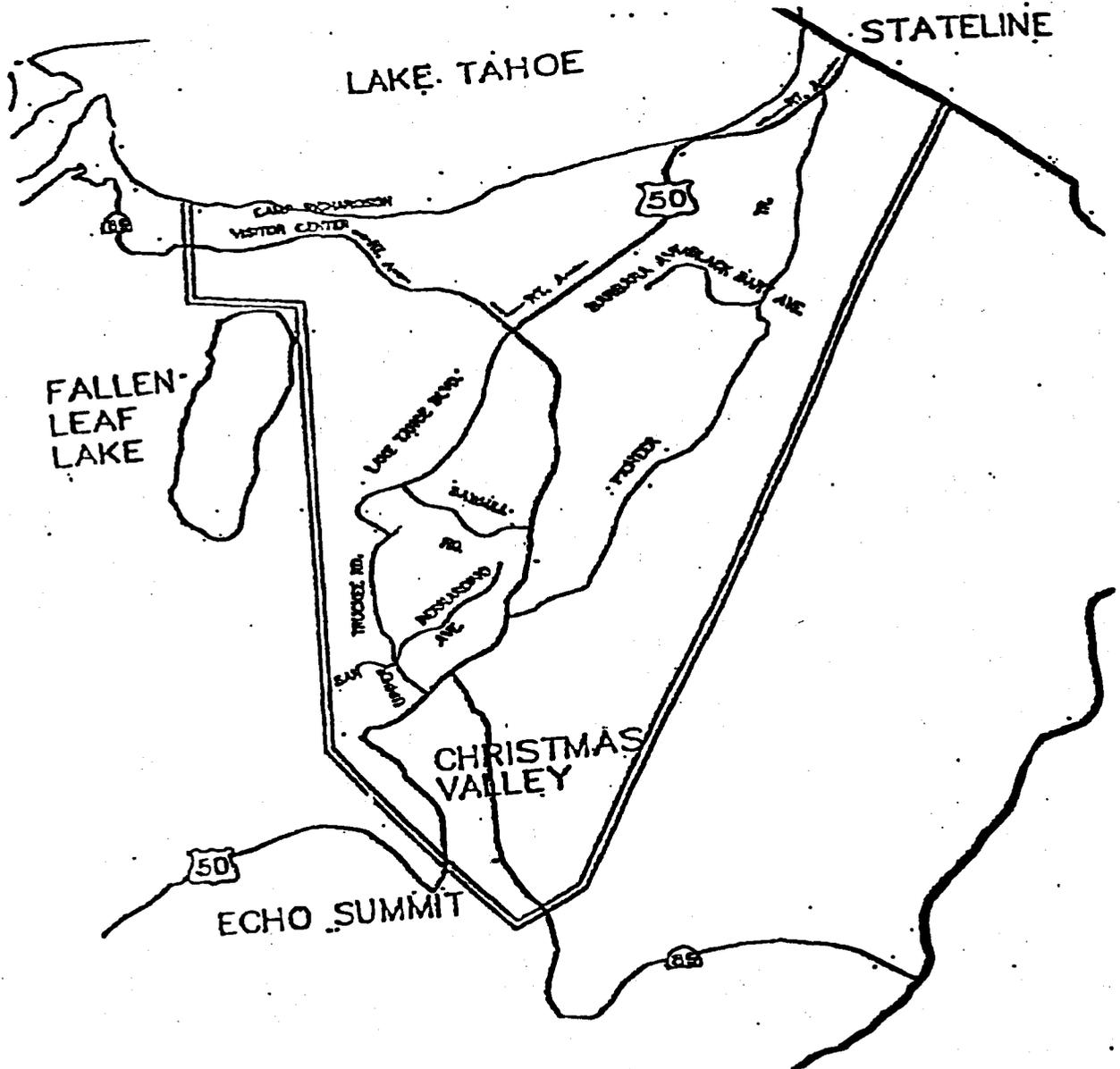
VIII. Contractor shall retain all fiscal and accounting records and other supporting papers for a minimum of four (4) years following the close of the fiscal year of expenditure.

B. County, through the Departments of Transportation and Human Services shall provide the following services:

- I. Interview and determine the eligibility of all special needs clients. "Clients," as the term is used in this Agreement, refers to individuals who are sixty (60) years of age or older, and who have an income calculated to be equal or less than 150% of the federal poverty guidelines. Clients may also include persons certified as disabled with such certification as may be approved and accepted by County and who are unable to utilize public transportation as effectively as persons who are not disabled. County reserves the right to change and modify such standards of eligibility, as it deems appropriate without further notice to Contractor.
- II. Issue quarterly transportation passes to each eligible client. County shall prepare a monthly list of all eligible clients, which shall be provided to Contractor by the first day of each month.
- III. After receiving Contractor's invoices and the required supplemental data, County shall prepare claims on behalf of Contractor so that the claims may be paid by County checks as provided for herein.

Area Transit Management, Inc.

Exhibit B
South Lake Tahoe Transit Service Area



Area Transit Management, Inc.

Exhibit C
South Lake Tahoe Transit Service Area



"The Tahoe BlueGO Partnership provides safe, friendly, convenient, and innovative transit solutions, enhancing the quality of life for our resort community."

(530) 541-7149

Operated by



Since 1985

www.bluego.org

EFFECTIVE
March 2004

ROUTES A-H
FARES

General	\$1.75
Special Needs (with a pass)	\$.25
Day Pass	\$3.00
Day Pass for Seniors 62 & over	\$1.50
10 Ride Pass	\$15.00
Monthly Pass	\$50.00

Important Information

These times are approximate and may vary due to road conditions, weather, traffic conditions and other unforeseen circumstances. BlueGO assumes no responsibility for acts or omissions of others, or for lost or stolen or damaged baggage or other personal articles, or for personal items left behind. BlueGO passes are non-refundable and non-transferable. Time tables shown are approximate and not guaranteed. Passengers should allow extra time for delays.

ROUTES A-H

LIMITED WEEKEND SCHEDULE
ONLY ROUTE A & ROUTE B
WILL BE IN SERVICE
ON WEEKENDS AND
THE FOLLOWING HOLIDAYS

- NEW YEARS DAY
- THANKSGIVING DAY
- CHRISTMAS DAY

MOBILITY IMPAIRED RIDERS

ALL FIXED-ROUTE BUSES
ARE WHEELCHAIR ACCESSIBLE.
FIXED-ROUTE BUSES MAY
DEVIATE UP TO HALF MILE
TO PICK UP OR DROP OFF.
TO TAKE ADVANTAGE OF THIS
ASSISTANCE, ASK YOUR
BlueGO DRIVER
OR CALL OUR OFFICE AT
(530) 541-7149

Schedules and Information:

(530) 541-7149

www.bluego.org

Operated in Partnership with Area Transit Management, Inc.

