



Douglas County Community & Senior Center  
Senior Services & Transportation Divisions  
1329 Waterloo Lane, Gardnerville, NV 89410  
775-782-5500 X3 Fax 775-783-6457

## DOUGLAS COUNTY SENIOR SERVICES AND PUBLIC TRANSIT ADVISORY COUNCIL

Community and Senior Center,  
P.O. Box 218, Minden, NV 89423

Phone: (775) 783-6455 Fax: (775) 783-6457

<http://www.douglascountynv.gov/325/Community-and-Senior-Center>

Bob Cook	Chairman
Bruce Beamer	Vice- Chairman
Doug Sonnemann	Council Member
Felix Lockwood	Council Member
Carole Voge	Council Member
TBD	Council Member
Karen Wright	Young At Heart Representative
Scott Morgan	Staff Representative
Sheryl Christian	Staff Representative
Karen Beckerbauer	Staff Representative

### MEETING AGENDA FOR THE DOUGLAS COUNTY SENIOR SERVICES AND PUBLIC TRANSIT ADVISORY COUNCIL

**Date: September 10, 2018**

**Time: 8:15 a.m.**

**Place: Douglas County Community and Senior Center  
Carson Valley Medical Center Conference Room  
1329 Waterloo Lane  
Gardnerville, NV 89410**

1. **Opening:** Call to Order and Roll Call. Pledge of Allegiance.
2. **Approval of agenda:** Approval of the meeting of September 10, 2018 agenda.
3. **Approval of previous minutes:** Approval of the previous meeting minutes of August 13, 2018.
4. **PUBLIC COMMENT: DISCUSSION ONLY, NO IMMEDIATE ACTION CAN BE TAKEN.**

#### ADMINISTRATIVE CALENDAR

5. **Discussion Only:** Update on the Carson Valley Adult Day Club Program.
6. **Discussion Only:** Update on the old Senior Center on Meadow Lane, Gardnerville.
7. **Discussion Only:** Update on the Senior Flu Immunization Clinic program.
8. **Discussion and Possible Action:** Draft document of the Tahoe Transportation District (TTD) Interlocal Agreement.
9. **Correspondence:** No action will be taken on this item.
10. **Requests for possible future agenda items:** No action will be taken on this item.
11. **Next meeting tentatively scheduled for Monday October 8, 2018.**
12. **ADJOURNMENT**

The Senior Services Advisory Council reserves the right to take items in a different order to accomplish business in the most efficient manner.

NOTE: A QUORUM OF THE BOARD OF COUNTY COMMISSIONERS MAY BE PRESENT AT THIS MEETING TO OBSERVE THE PROCEEDINGS. THE COUNTY COMMISSIONERS ARE PROHIBITED FROM DELIBERATING TOWARDS OR MAKING ANY DECISIONS AT THIS MEETING.

Copies of the finalized agenda are posted at the following locations not less than 3 days prior to the meeting: Douglas County Administration Building, Senior Services Center, Indian Hills GID, TRE Community Center and Tillman Center Sheriff Substation. Questions concerning the agenda should be referred to Scott Morgan, Community Services Director, (775) 782-5500.

**Notice to person(s) with disabilities:** Members of the public who are disabled and require special assistance or accommodations at the meeting are requested to notify the Senior Services by calling (775)782-5500 at least 24 hours in advance.

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE TAHOE  
TRANSPORTATION DISTRICT, DOUGLAS COUNTY AND THE CARSON CITY  
REGIONAL TRANSPORTATION COMMISSION**

Regarding Implementation of Regular, Fixed Route, Commuter Express Public  
Transit Services between Carson City, Nevada; the communities of Minden /  
Gardnerville, Nevada; and South Lake Tahoe, California

THIS AGREEMENT is made and entered this        day of ~~May~~ August, 2018, by and between the Tahoe Transportation District, a special purpose district created by Article IX of the Tahoe Regional Planning Compact, hereinafter referred to as "TTD", the Carson City Regional Transportation Commission, hereinafter referred to as "RTC", and Douglas County, for the purpose of defining agency roles, responsibilities, and commitments in conjunction with the provision of regular, fixed-route commuter express public transit service between South Lake Tahoe, CA, Carson City, NV and Minden / Gardnerville, NV on the State Route 207 and Highway 395 corridors between the aforementioned communities hereinafter referred to as "the Service".

Formatted: Highlight

**WITNESSETH:**

WHEREAS, Nevada Revised Statutes (NRS) 277.180(1) allows any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, NRS 277.180(2)(a) provides that the authorized purposes of an agreement made pursuant to NRS 277.180(1) includes the joint use or operation of a system of public transportation;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, it is hereby agreed by and between the parties as follows:

**1. Purpose of Agreement**

The purpose of this Agreement is a cooperative operational arrangement that will facilitate the provision of regularly scheduled, fixed-route, commuter express intercity bus service between South Lake Tahoe and Minden / Gardnerville, Nevada; and between Carson City, Nevada and Minden / Gardnerville, Nevada. The Service will be open to the public for all trip purposes and will be fully accessible to persons with disabilities.

**2. Lead Agency**

TTD is the lead agency for administration of the Project and will be responsible for service contracting and compliance with all federal and state requirements, including reporting requirements pursuant to the National Transit Database. TTD shall indemnify, defend and hold Douglas County and the RTC, the officers and employees thereof, harmless from all costs,

expenses, losses, liabilities, and judgments arising out of or caused by the acts or omission of TTD, its officers, agents, or employees solely in the performance of this Agreement. Douglas County and the RTC shall indemnify, defend and hold the TTD, its officers and employees, harmless from all costs, expenses, losses, liabilities, and judgments arising out of or caused by the acts or omission of Douglas County and the RTC, its officers, agents or employees, solely in the performance of this Agreement.

### 3. Service Contracting

TTD will be responsible for the operation and scheduling of the commuter services, provide for the legal operating authority and ensure that all requisite insurance provisions are met.

### 4. Service Plan

The bus service, routes 19x and 220x, will continue to operate seven (7) days per week between the Stateline Transit Center in South Lake Tahoe, California and the JAC Transfer Point in downtown Carson City, Nevada using the aforementioned corridors. The Service will continue to make connections to RTC INTERCITY, Douglas Area Rural Transit, ESTA, and JAC. Service will generally operate between **5:30:00** a.m. and **89:00** p.m. TTD reserves the right to make service revisions.

Formatted: Not Highlight

Formatted: Not Highlight

### 5. Funding

TTD shall be responsible for the funding of the commuter services described in the Service Plan. Nothing in this agreement is understood to preclude the RTC or Douglas County from future participation in the funding of the Service.

#### Funding Sources

The primary sources of funding for the Project will include FTA Section 5311 funds through NDOT and other local funds that TTD can allocate to the Service.

### 6. Bus Equipment

The Service will utilize ADA accessible vehicles suitable for highway operations. TTD will provide all buses.

### 7. Bus Stops

Bus stops in Carson City will be installed, maintained and paid for by the RTC. Bus stops in Minden / Gardnerville will be installed, maintained and paid for with Federal funds available to Douglas County. All other bus stops will be installed, maintained and paid for by TTD.

### 8. FaresTransfers

TTD's fare structure on routes 19x and 20x is as follows:

One Way: \$4.00

Day Pass: \$10.00

Monthly Pass: \$120.00

20 Ride Pass: \$60.00

Reduced Fare One Way: \$2.00 \*Passengers must prove reduced fare eligibility.

RTC and Douglas County shall accept TTD transfers as fare credit on JAC and DART routes. TTD shall accept JAC and DART transfers as fare on TTD Express routes.

**Comment [TS1]:** The fare structure may change and route 20 will be combined with route 23, creating route 22x. Consider removing the fare information and rename this section to Transfers.

#### 9. Marketing

Marketing activities, promotional materials, printed schedules, etc., will be developed by TTD. The parties will work cooperatively to come up with a marketing strategy that maximizes ridership and effectiveness of the Service.

#### 10. Maintenance

TTD shall coordinate and provide~~provide or coordinate~~ all major repairs and preventive maintenance functions on its vehicles.

#### 11. Effective Date

This Agreement becomes effective immediately upon its execution by the governing bodies of the participating entities.

This Agreement shall be automatically renewed for a one-year period on each anniversary date thereafter, unless one of the parties to the Agreement serves, by certified mail, on one or both of the other parties a written notice of termination thirty (30) days prior to the date of expiration, in which event this Agreement shall terminate on the date of expiration.

#### 12. Amendment

This Agreement may be amended by the written consent of all parties.

#### 13. Termination

This Agreement may, by mutual consent, be terminated upon thirty (30) days' written notice.

The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available to the RTC, Douglas County and/or TTD by the State Legislature, the FTA and/or any other source for the operation of the Service. The RTC, Douglas County or TTD may terminate this Agreement, and the RTC, Douglas County and/or TTD waive any and all claims for damages, effective immediately upon service of written notice, or any date specified therein, if for any reason one party's

funding from state, federal and/or other sources for the operation of the Service is not appropriated or is withdrawn, limited or impaired.

#### 14. Miscellaneous Provisions

A) In the event of any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the forum for resolution of any such dispute shall be by binding arbitration in accordance with Nevada Uniform Arbitration Act of 2000, NRS 38.206, *et seq.*, including rights to discovery. In such case, the arbitrator shall have both legal and equitable jurisdiction, and the arbitration award shall be final, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

B) This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

C) All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

FOR RTC:

[Lucia Maloney, Transportation Manager](#)  
[Carson City Regional Transportation Commission](#)  
[3505 Butti Way](#)  
[Carson City, NV 89701-3498](#)  
[Phone: 775-887-2355](#)  
[Fax: 775-887-2112](#)  
**Brad Bonkowski, Chairperson**  
**Attn: Lucia Maloney, Transportation Manager**  
**Carson City Regional Transportation Commission**  
**3505 Butti Way**  
**Carson City, NV 89701-3498**  
**Phone: 775-887-2355**  
**Fax: 775-887-2112**

Formatted: Indent: Left: 1", First line: 0.5"

FOR DOUGLAS COUNTY:

Steven J. Thaler, Chair  
ATTN: Scott Morgan  
Douglas County Community Services  
P.O. Box 218  
Minden, NV 89423  
Phone: 775-782-9829  
Fax: 775-783-6457

Email: [smorgan@douglasnv.us](mailto:smorgan@douglasnv.us)

FOR TTD:

Carl Hasty, District Manager  
ATTN: Carl Hasty  
Tahoe Transportation District  
P.O Box 499  
Zephyr Cove, NV 89448  
Phone: (775) 589-5500  
Fax: (775) 588-0917  
E-Mail: [chasty@tahoetransportation.org](mailto:chasty@tahoetransportation.org)

D) The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be an entity separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement.

E) No party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods, winds storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Agreement after the intervening cause ceases.

F) Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Agreement.

G) Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

H) The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

I) The parties hereto represent and warrant that the person executing this

Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the activities which form the subject of this Agreement.

J) This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

K) This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise specifically authorized by the terms of this Agreement, no modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

*Remainder of Page Intentionally Blank.*

*Signature Page(s) Follows.*

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year first above written.

**TAHOE TRANSPORTATION DISTRICT**

By: \_\_\_\_\_  
Carl Hasty, District Manager

Approved as to Form:

By: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Judi Allen, Executive Assistant

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION**

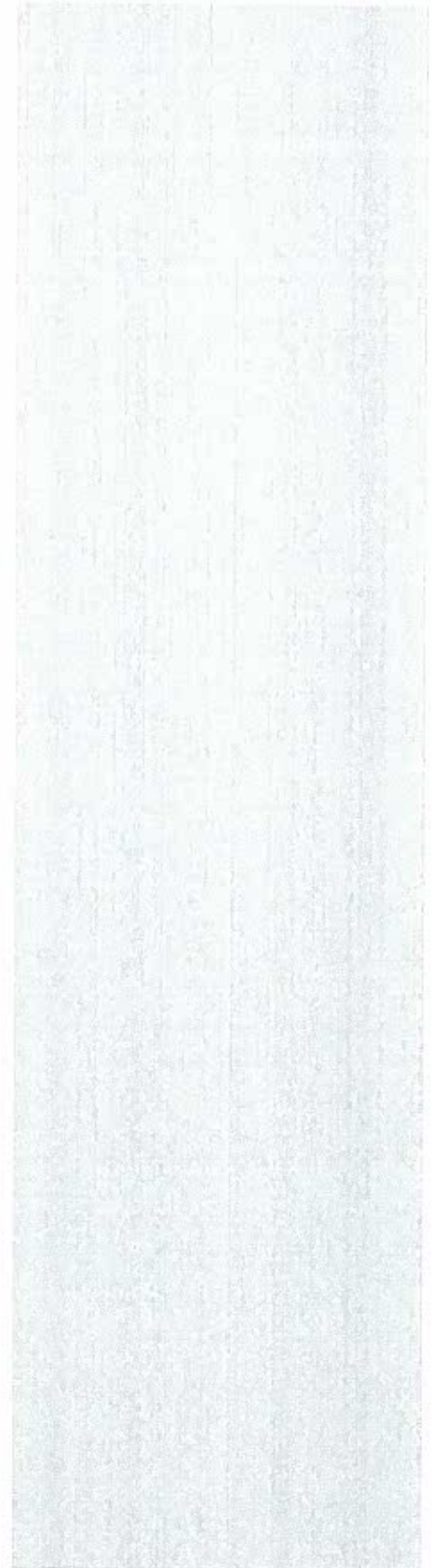
By: \_\_\_\_\_  
**Brad Bonkowski, Chairperson**  
Lucia Maloney, Transportation Manager

Approved as to Form:

By: \_\_\_\_\_  
J. Daniel Yu, Deputy District Attorney  
Attest:

By: \_\_\_\_\_

**DOUGLAS COUNTY**





By: \_\_\_\_\_

Steven J. Thaler, Chair

Douglas County Board of Commissioners

Approved as to Form:

By: \_\_\_\_\_

Zachary Wadle, Deputy District Attorney III

Attest:

By: \_\_\_\_\_

Kathy Lewis,

Douglas County Clerk

