

FUNDING AGREEMENT
Fiscal Year 2022-2023
South Shore Transportation Management Association (SS/TMA)
South Shore Microtransit Service

This Funding Agreement ("Agreement") is dated and effective 6/1/2022 between the South Shore Transportation Management Association ("SS/TMA") and the South Lake Tahoe Tourism Business Improvement District ("SLTTBID"). In this Agreement, SLTTBID is referred to as a South Shore Microtransit Service "Funding Partner." The SS/TMA and Funding Partner are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, SS/TMA is a non-profit corporation organized under the laws of the State of Nevada whose mission is to support the economic vitality of the South Shore of Lake Tahoe, providing support and a unified leadership voice for public/private partnerships. SS/TMA advocates for improved mobility with innovative solutions to meet visitor and resident transportation needs by fostering collaboration, education, and sustainable funding; and

WHEREAS, consistent with its mission, the SS/TMA Board of Directors has approved the SS/TMA's role as the contracting entity for the South Shore Microtransit Service, an interstate and intrastate service connecting the South Shore zones identified in Exhibit A; and

WHEREAS, SS/TMA has contracted with **Downtowner** (ridedowntowner.com) ("Operator") to operate the South Shore Microtransit Service ("Micro Transit Service"); and

WHEREAS, the Microtransit Service is designed to provide transit to and from the Tahoe South Events Center and improve non-auto mobility options throughout its service area, and provide connections to other transit services, including fixed route transit; and

WHEREAS, the Board of Directors has also approved the SS/TMA's role as the facilitator and collector of contributions to support the Microtransit Service from the Funding Partner herein named; and

WHEREAS, the first operating year for the first year of South Shore Microtransit Service will extend from June 24, 2022 through June 30, 2023; and

NOW, THEREFORE BE IT RESOLVED, in consideration of the foregoing recitals and the covenants contained herein, the Parties agree as follows:

- EFFECTIVENESS AND TERMS.** This Agreement shall be effective as to each of the parties upon their execution of the Agreement. The initial operating term shall be June 24, 2022 through June 30, 2023. This Agreement may be extended by mutual agreement of the parties.
- SERVICE.** SS/STMA has contracted with the Operator to operate the microtransit service pursuant to the routes and schedules attached hereto as Exhibit A. SS/TMA has discretion to amend

the routes and schedules at any time as deemed necessary by SS/TMA for operational or funding related purposes provided that no such amendments shall increase the financial obligations of the Funding Partners, which shall be binding on the Funding Partner signatory to this Agreement. SS/TMA has the discretion to replace the Operator with another operator.

3. FUNDING. The program budget for FY 2022-2023 is attached as Exhibit B. The budget for all costs on the South Shore microtransit service is approximately \$1,037,804 and the Funding Partner to this Agreement agrees to provide funding as follows:

a. South Lake Tahoe Tourism Business Improvement District agrees to contribute \$25,000, payable to the South Shore Transportation Management Association, as follows:

- One total invoice for FY 2022-23, issued on or before June 1, 2022

4. INVOICING. SS/TMA shall provide invoice to Funding Partner at least 30 days in advance of the payment due dates specified in Section 3 of this Agreement. Invoices shall reference the South Shore Microtransit Service, the payment due date, and the relevant period of service.

5. USE OF FUNDS. SS/TMA shall deposit all funding amounts received into a separate account held solely for the South Shore Microtransit Service. SS/TMA shall use all funds solely for the purpose of paying the costs of the microtransit service which shall include funds for service operation, SS/TMA management, and marketing. The program budget for FY 2022-2023 is attached as Exhibit B.

6. RESERVE FUNDS. Any funds remaining unspent at the end of a fiscal/operating year after all costs of the Micro Transit Service have been paid, including allocated funds for management, marketing and promotion, and audits, will be held in a restricted reserve fund. Reserve funds held within this account are to be used for the sole purpose of the South Shore Microtransit Service. The maximum Reserve Fund balance will cover 12 months of operations and management services to be determined by a subsequent fiscal year budget to ensure a funding source is available in the event of a funding shortage in any future year of operation. Any additional funds will be used for service expansion or returned to the Funding Partners.

7. RETURNS. Amounts paid by the Funding Partners will be returned to the Funding Partners if the microtransit service is canceled and/or those amounts are not needed to pay for the service in future years. Any amounts returned to the Funding Partners will be determined on a pro-rata basis according to the amount each Funding Partner contributed.

8. REPORTS. SS/TMA will provide monthly reports on the South Shore Microtransit Service to each Funding Partner.

9. SS/TMA MICROTRANSIT COMMITTEE. The SS/TMA Board of Directors has established a Microtransit Committee to provide oversight of the Operator and Microtransit service through a contracted Program Manager and to ensure the performance and accountability of the Microtransit Service.

10. **RECORDS.** SSTMA shall maintain satisfactory account statements, records, and other documents related to the South Shore Microtransit Service for the life of the program. Account statements, records, and other documents relating to the microtransit service shall be retained by SS/TMA for three years following the completion or termination of this Agreement and shall be subject to examination and audit by the Funding Partners.

11. **SS/TMA MANAGEMENT TASKS AND COMPENSATION.** Through its Microtransit Committee and contracted Program Manager, SS/TMA shall oversee the day to day management and operation of the microtransit service and providing marketing, advertising and promotional support, as well as South Shore orientation, reporting, and other services for the Microtransit Service as set forth in Exhibit C, including auditing of the contract consistent with the provisions of the Agreement between SS/TMA and the South Shore Microtransit Service Operator.

12. **ADDITIONAL INSURED.** SS/TMA applicable insurance policies will name the Lake Tahoe Visitors Authority as an Additional Insured related to the South Shore Microtransit Service.

13. **DISPUTES AND WITHDRAWAL.** The Parties shall meet and confer in an attempt to resolve any dispute arising from this Agreement. If the dispute cannot be resolved, any party may withdraw from this Agreement upon 60 days written notice to the other parties. Event in the event of withdrawal, the withdrawing party shall continue to be responsible for the entire funding amount specified in Section 3 of this Agreement, and shall not be entitled to any reimbursement of funding amounts already provided except as provide in Section 8 of this Agreement.

14. **NOTICE:** Written noticed under this Agreement shall be provided via U.S. Mail, electronic mail, or in person, as follows:

for LTVA
Jerry Bindel
Board Chair, SLTTBID
1 Lake Parkway
South Lake Tahoe, CA 96150

for SS/TMA
Steve Teshara
Chair, SS/TMA Board of Directors
PO Box 1875
Zephyr Cove, NV 89448

15. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the benefit of the parties hereto and nothing contained herein shall be construed as granting, vesting, creating, or conferring any right or cause of action on any third party. Nothing in this Agreement is intended to create, nor shall it be deemed to create any contractual relationship with any third party and SS/TMA or the Funding Partners.

16. **GOVERNING LAW; JURISDICTION.** This Agreement will be governed by, interpreted under; and construed and enforced in accordance with the laws of the State of Nevada, without regard to its conflict of laws rules, with venue in Douglas County, Nevada. Each of the Parties acknowledges and agrees that the laws of the State of Nevada and the selection of venue in the

foregoing city and county were freely chosen by the Parties. Each Party consents to exclusive personal jurisdiction over such Party by the courts of the State of Nevada and agrees that service of process on such Party may be effected by certified or registered mail, return receipt requested, directed to such Party at its address shown in this Agreement.

17. **ENTIRE AGREEMENT.** This Agreement and the documents incorporated herein by reference constitute the entire agreement between the parties relating to the South Shore Microtransit Service and may not be modified except by an instrument in writing signed by the signatories to this Agreement. If any provision, or portion thereof, of the Agreement is or becomes invalid under any applicable statute or rule of law, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and is dated and effective as of the date written above.

**FOR SOUTH LAKE TAHOE TOURISM
TOURISM BUSINESS IMPROVEMENT
DISTRICT**

**FOR SOUTH SHORE
TRANSPORTATION
MANAGEMENT ASSOCIATION**



Name

Name

Chair - SUTTID

Title

Title

Date

3/17/2022

Date

Attachments:

- A. Exhibit A: South Shore Microtransit Service Operating Plan
- B. Exhibit B: FY 2022-2023 Program Budget