



RESOLUTION No. 12-017

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION TO APPROVE AMENDED AND RESTATED JOINT POWERS AGREEMENT BETWEEN THE CITY OF GRASS VALLEY, CITY OF NEVADA CITY AND THE COUNTY OF NEVADA ESTABLISHING TRANSIT SERVICES IN WESTERN NEVADA COUNTY AND AUTHORIZING THE CHAIR OF THE NEVADA COUNTY BOARD OF SUPERVISORS TO EXECUTE THE AMENDED AND RESTATED JOINT POWERS AGREEMENT

WHEREAS, on October 28, 2003, the Board of Supervisors adopted Resolution No. 03-507 authorizing the execution of an amended Joint Powers Agreement with the City of Grass Valley, the City of Nevada City, and the County of Nevada for Transit Services in Western Nevada County; and

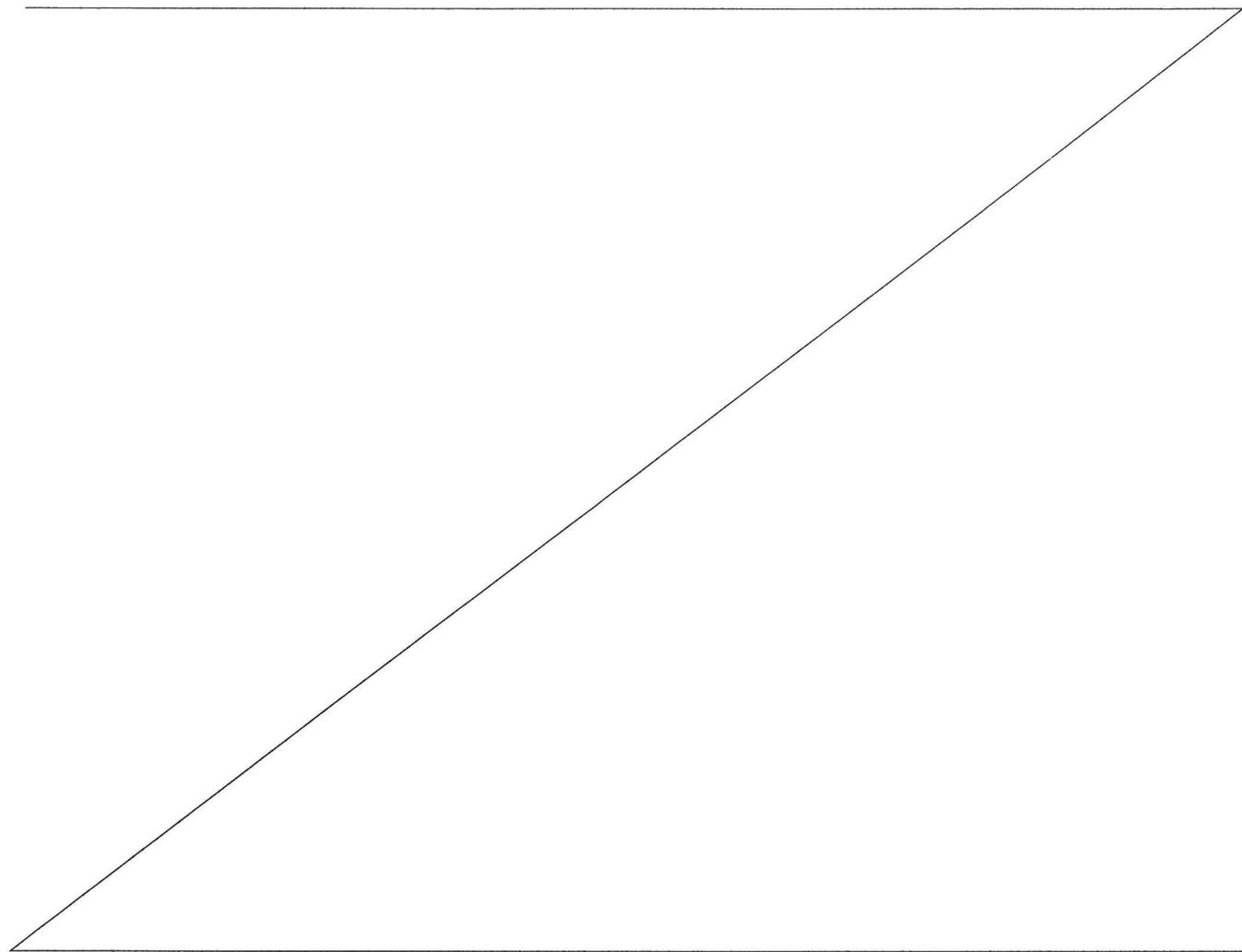
WHEREAS, the Transit Services Commission of Western Nevada County requested a revision in language contained in the current Joint Powers Agreement (JPA) for Transit Services relating to the currently required joint public hearing of the Transit Services Commission and the County of Nevada Board of Supervisors to review and approve the annual Transit Services budget; and

WHEREAS, this change will remove the required joint public hearing of the Transit Services Commission and the County of Nevada Board of Supervisors to review and approve the annual Transit Services budget and provides for the Nevada County Board of Supervisors to adopt the Transit Services budget after it has been recommended for approval by the Transit Services Commission; and

WHEREAS, all three Joint Powers entities will need to approve the language change for it to become effective; and

WHEREAS, the proposed change has been approved by the Grass Valley City Council at their December 13, 2011, meeting and by the Nevada City City Council at their December 14, 2011, meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors approves the attached Amended and Restated Joint Powers Agreement between the City of Grass Valley, The City of Nevada City and the County of Nevada Establishing Transportation Services and authorizes the Chair of the Board of Supervisors to execute the Amended and Restated Joint Powers Agreement.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 10th day of January, 2012, by the following vote of said Board:

Ayes: Supervisors Nathan Beason, Edward Scofield, Terry Lamphier, Hank Weston, and Ted S. Owens.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

By: Donna Landi
Donna Landi, Acting Clerk of the Board

Ted S. Owens
Ted S. Owens, Chair

01/10/2012 cc: A-C* (hold)

03/14/2012 cc: Transit
A-C*

**AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF GRASS VALLEY,
THE CITY OF NEVADA CITY AND THE COUNTY OF NEVADA ESTABLISHING
TRANSPORTATION SERVICES**

This Agreement dated January 10, 2012 by and between the City of Grass Valley, herein called GRASS VALLEY, the City of Nevada City, herein called NEVADA CITY, and the County of Nevada, herein called COUNTY.

RECITALS

In 1971, the California Legislature passed the Transportation Development Act (TDA) to provide funds for transportation services, and

The three parties desire to continue providing public transportation services in western Nevada County and fund the public transportation services from the community's annual allocation of TDA funds and other transit funds as they become available.

The goals of the parties to this Agreement are:

- a. Provide fixed route bus service to the general public at a reasonable fare with convenient routing and scheduling.
- b. Provide paratransit service to elderly and disabled residents of western Nevada County.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PURPOSE:

The purpose of this Agreement is to provide for the joint exercise of powers for the purpose of providing a governing public transportation for the residents of western Nevada County.

2. FUNDS:

The parties hereto shall make application to the Nevada County Transportation Commission for each agency's proportionate share of funds to operate and maintain said public transportation services. Said application shall be made on an annual basis in accordance with applicable State and Federal laws, rules and regulations and shall request sufficient funds to maintain and operate said public transportation services within the assigned areas. In no event shall any of the parties be required to contribute more than 100% of their TDA funds.

3. OPERATION:

The operation of said transportation services shall be under the control and management of the County of Nevada, State of California. Said management shall include daily operational authority which shall be defined as follows:

- a. To hire and discharge personnel.
- b. To maintain and operate vehicles.
- c. To apply for and receive insurance.
- d. To acquire, construct, manage, maintain and operate any buildings, works or improvements pertaining to the transportation services upon the concurrence of the Transit Services Commission.
- e. To enter into a contract services upon the concurrence of the Transit Services Commission.

4. TRANSIT SERVICES COMMISSION:

There is hereby established a Transit Services Commission made up of one member of Grass Valley City Council, one member of the Nevada City City Council, two members of the Nevada County Board of Supervisors, one member of the public chosen by the two City representatives and two members of the public chosen by the Board of Supervisors.

Said Transit Services Commission shall have the following powers and duties:

- a. Establish fares.
- b. Adopt the level of transit and paratransit services, including route structure and service areas.
- c. Monitor public response.
- d. Approve proposed purchases of additional vehicles.
- e. Oversee on a regular basis and advise as necessary on the daily operations of the system
- f. Review and approve the annual budget for transit and paratransit operations. The Nevada County Board of Supervisors may adopt the transit and paratransit services budget after it has been recommended for approval by the Transit Services Commission. Any subsequent modifications of the budget for transit and paratransit services shall first be considered by the Transit Services

Commission before being submitted to the Nevada County Board of Supervisors, which can modify the budget only upon an affirmative 4/5 vote.

g. Approve applying for grants for usual operation and/or for demonstration or study projects.

h. Direct staff to perform studies and analysis to evaluate options and alternatives for providing transit and paratransit services on a short term and long term basis and report back to the Transit Services Commission.

i. Approve adjustments in the program in order to serve the public with maximum efficiency and services, including contracting with others for a portion or all transit, paratransit and ancillary services.

5. ACQUISITION OF ADDITIONAL VEHICLES:

Expansion of the services, by the acquisition of additional vehicles shall be under the auspices of the Transit Services Commission.

6. TERMINATION OF CONTRACT:

a. Any party to this Joint Powers Agreement may terminate its participation and its responsibility under this Agreement with respect to subsequent fiscal years only, i.e. no party may unilaterally terminate its participation and responsibility during any fiscal year covered by this Agreement without the consent of all of the remaining participants.

In order to terminate responsibility and participation herein, the terminating entity shall give written notice, on or before March 1 prior to the effective date of termination, to both of the remaining participant entities. Such termination shall be effective on June 30, following the giving of notice.

In the event that the remaining members of the Joint Powers Agency continue the program, the terminating entity shall receive no compensation or reimbursement for capital assets until there may be a final termination of the Bus Transportation Demonstration Program or of the Joint Powers Agency, whichever shall occur first. The fiscal year referred to herein shall be July 1 through June 30.

b. In the event of final termination and after all monetary obligations have been met, the remaining funds shall be returned to the Nevada County Transportation Commission and credit shall be given to each party of this Agreement in the proportion that each party contributed allocated funds to the program. In the event

that either City or the County has acquired a vehicle and/or equipment which was included in the Bus Transportation Program established herein, said agency shall be given the opportunity to reacquire said vehicle and/or equipment.

7. PUBLIC TRANSPORTATION SERVICE AREA:

The public transportation services shall be operated within the city limits of Nevada City, Grass Valley, and the area surrounding the two Cities within the jurisdiction of Nevada County (west of the eastern boundary of Range 10E) as determined by the Transit Services Commission. Transit routes will be determined by the Transit Services Commission as stated in Section 4. Additional transit routes may be selected by the entities only upon recommendation of the Transit Services Commission. The paratransit service shall be operated within the western portion of Nevada County with the service area as determined by the Transit Services Commission.

8. DISTRIBUTION OF COSTS TO INDIVIDUAL JURISDICTIONS:

In order to provide for an ongoing maintenance of effort (MOE), at a minimum each jurisdiction shall contribute for public transportation service an amount of TDA funds equal to its contribution in Fiscal Year 2002-2003. The contribution level of each jurisdiction may exceed its MOE up to a maximum of 100% of available funds dependent upon the unmet needs process of the Nevada County Transportation Commission and a finding by the Transit Services Commission that there are sufficient funds available to meet such needs.

9. NOTICES:

Notices hereunder shall be sufficient if delivered to:

Grass Valley: City Clerk, City Hall, Grass Valley, CA 95945

Nevada City: City Clerk, City Hall, Nevada City, CA 95959

Nevada County: County Clerk, Courthouse, Nevada City, CA 95959

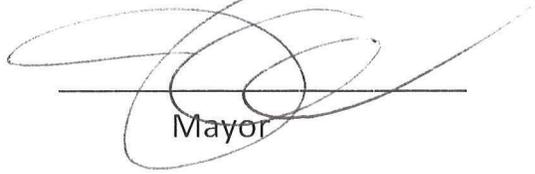
10. ADMINISTRATION OF THE PROGRAMS:

The Administration of the program(s) to be carried out pursuant to this Agreement shall comply with the provisions of the Mills Alquist Deddeh Act (Transportation Development Act) as described in the Recitals set out above.

11. AMENDING AGREEMENT:

This Agreement shall be amended only by a written amendment signed by an authorized representative of each of the members of the Joint Powers Agency.

CITY OF GRASS VALLEY



Mayor

APPROVED AS TO FORM:



City Attorney

ATTEST:



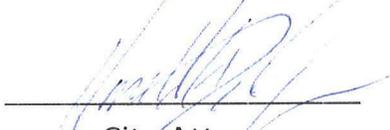
City Clerk

CITY OF NEVADA CITY



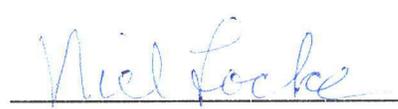
Mayor

APPROVED AS TO FORM:



City Attorney

ATTEST:



City Clerk

COUNTY OF NEVADA



Chair, Board of Supervisors

APPROVED AS TO FORM:



County Counsel

ATTEST:



Acting Clerk of the Board