



**REGIONAL TRANSPORTATION COMMISSION**

*Metropolitan Planning • Public Transportation & Operations • Engineering & Construction*

Metropolitan Planning Organization of Washoe County, Nevada

December 7, 2018

**AGENDA ITEM 3.4**

**TO:** Regional Transportation Commission

**FROM:** Mark Maloney  
Transit Operations Manager

  
Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Interlocal Agreement between Tahoe Transportation District, Douglas County, Carson City Regional Transportation Commission and the Regional Transportation Commission of Washoe County for the Provision of Regular, Fixed-Route, Commuter Express Public Transit Services between Carson City, Nevada; the Communities of Minden/Gardnerville, Nevada; and South Lake Tahoe, California.**

**RECOMMENDATION**

Approve an Interlocal Agreement between Tahoe Transportation District (TTD), Douglas County, Carson City Regional Transportation Commission, and the Regional Transportation Commission of Washoe County (RTC) for the Provision of Regular, Fixed-Route, Commuter Express Public Transit Services between Carson City, Nevada; the Communities of Minden/Gardnerville, Nevada; and South Lake Tahoe, California.

**SUMMARY**

This Interlocal Agreement facilitates the provision of regularly scheduled, fixed-route, commuter express intercity bus service between South Lake Tahoe and Minden/Gardnerville; and between Carson City and Minden/Gardnerville making connections to RTC's REGIONAL CONNECTOR route, Douglas County's Douglas Area Rural Transit (DART), the Eastern Sierra Transit Authority, and Carson City RTC's Jump Around Carson (JAC.) RTC, Carson City RTC and Douglas County will accept TTD transfers as fare credit on JAC, INTERCITY and DART routes. TTD will accept JAC, REGIONAL CONNECTOR and DART transfers as fare on TTD Express routes.

**FISCAL IMPACT**

There is no fiscal impact to the RTC. TTD shall be responsible for the funding of the commuter services utilizing FTA section 5311 funds through NDOT and other local funds that TTD can allocate to the service.

**PREVIOUS ACTIONS BY BOARD**

There have been no previous Board actions related to this report.

### **ADDITIONAL BACKGROUND**

This service has been operating in the manner described without an interlocal agreement. However, TTD has requested the codification of an Interlocal Agreement between TTD, Douglas County, Carson City Regional Transportation Commission, and the Regional Transportation Commission of Washoe County. 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 contract is authorized by law to perform. Nevada Revised Statutes (NRS) 277.180(2)(a) provides that the authorized purposes of an agreement pursuant to NRS 277.180(1) includes the joint use or operation of a system of public transportation.

### **ADVISORY COMMITTEE(S) RECOMMENDATION**

There are no advisory committee recommendations pertaining to this agenda item.

Attachment

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

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 December 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 "Carson City RTC"; the Regional Transportation Commission of Washoe County, hereinafter referred to as "Washoe 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".

**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, Washoe RTC, and the Carson City 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, Washoe RTC, and the Carson City 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, Washoe RTC, and the Carson City RTC, its officers, agents or employees, solely in the performance of this Agreement.

### **3. Service Plan**

The bus service, routes 19x and 22x, 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 the Washoe RTC's INTERCITY route, Douglas County's Douglas Area Rural Transit (DART), the Eastern Sierra Transit Authority, and Carson City RTC's Jump Around Carson. Service will generally operate between 6:00 a.m. and 6:00 p.m. TTD reserves the right to make service revisions.

### **4. 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 Carson City RTC, Washoe 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.

### **5. Bus Equipment**

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

### **6. Bus Stops**

Bus stops in Carson City will be installed, maintained and paid for by the Carson City 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.

## **7. Transfers**

The Carson City RTC, Washoe RTC, and Douglas County shall accept TTD transfers as fare credit on JAC, INTERCITY, and DART routes. TTD shall accept JAC, INTERCITY, and DART transfers as fare on TTD Express routes.

## **8. 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.

## **9. Maintenance**

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

## **10. 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.

## **11. Amendment**

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

## **12. 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 Carson City RTC, Washoe RTC, Douglas County and/or TTD by the State Legislature, the FTA and/or any other source for the operation of the Service. The Carson City RTC, Washoe RTC, Douglas County or TTD may terminate this Agreement, and the Carson City RTC, Washoe 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.

## **13. Miscellaneous Provisions**

A) 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.

B) 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 CARSON CITY 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

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 WASHOE RTC:

Lee Gibson, Executive Director  
ATTN: David Jickling  
Regional Transportation Commission of Washoe County  
1105 Terminal Way  
Reno, NV 89502  
Phone: 775-348-0400  
Fax: 775-348-3218  
E-Mail: [djickling@rtcwashoe.com](mailto:djickling@rtcwashoe.com)

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)

C) 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.

D) 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.

E) 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.

F) 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.

G) 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.

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

I) This Agreement constitutes the entire agreement of the parties and, as 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.

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: \_\_\_\_\_  
Lucia Maloney, Transportation Manager

Approved as to Form:

By: \_\_\_\_\_  
Iris Yowell, 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

**REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY**

By: \_\_\_\_\_  
Lee Gibson, Executive Director

Approved as to Form:

By: \_\_\_\_\_  
Dale Ferguson, RTC Chief Counsel