



**REGIONAL TRANSPORTATION COMMISSION**

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

Metropolitan Planning Organization of Washoe County, Nevada

April 15, 2019

**AGENDA ITEM 3.10**

**TO:** Regional Transportation Commission

**FROM:** Mark Maloney  
Transit Operations Manager



Lee G. Gibson, AICP  
Executive Director

**SUBJECT: Washoe Senior Ride Agreements with Reno-Sparks Cab Company and Whittlesea Checker Taxi**

**RECOMMENDATION**

Approve the letter agreements with Reno-Sparks Cab Company, Whittlesea Checker Taxi and Yellow Cab for the Washoe Senior Ride program of discounted taxi fares; authorize the RTC Executive Director to execute the letter agreements.

**SUMMARY**

The Washoe Senior Ride (WSR) program of discounted taxi fares began in 2003 in partnership with the three local cab companies: Reno-Sparks Cab Company, Whittlesea Checker Taxi and Yellow Cab. In June 2018, the board expanded the program to all Washoe County residents who are 60 years and older, regardless of income; RTC ACCESS clients (any age) and Washoe County Veterans (any age). The program is funded with sales tax. Most WSR trips are for grocery shopping and medical appointments. RTC is transitioning from paper vouchers (Taxi Bucks) to a CardONE reloadable debit card. As a result, staff must renegotiate contracts with the local cab companies. Only Reno-Sparks Cab and Whittlesea Checker Taxi provide more than \$50,000 in rides annually and therefore contracts with these two companies requires Board approval, per RTC Management Policy P-13.

**FISCAL IMPACT**

The Board approved FY 2019 RTC Budget contains \$331,892 for the Washoe Senior Ride program. Sufficient funds to support continuation of the program will be included in the draft FY 2020 budget.

**PREVIOUS ACTIONS BY BOARD**

There have been no previous board actions on this item.

Attachment



**REGIONAL TRANSPORTATION COMMISSION**

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Metropolitan Planning Organization of Washoe County, Nevada

March 29, 2019

Mr. Robin L. Street  
General Manager  
Yellow Cab Company  
475 Gentry Way  
Reno, NV 90502

SUBJECT: WASHOE SENIOR RIDE AGREEMENT

Dear Mr. Street:

This letter will serve as an agreement between the Regional Transportation Commission (RTC) and Yellow Cab (YC) to identify the conditions required for RTC and YC to participate in the Washoe Senior Ride (WSR) program of subsidized taxi fares for Washoe County residents who are 60 years and older, RTC ACCESS client of all ages and Washoe County Veterans of all ages.

**DESCRIPTION**

WSR is a cooperative effort between RTC, Washoe County Senior Services (WCSS), Reno-Sparks Cab Company (RSC), Whittlesea Checker Taxi (WCT) and Yellow Cab Company (YC). WSR provides subsidized taxi fares for Washoe County residents who are 60 years and older, RTC ACCESS clients of all ages and Washoe County Veterans of all ages, regardless of income. Each month WSR participants may purchase up to \$60 worth of taxi fares for just \$15 making taxi travel more affordable and attractive, thereby benefitting both the participants and taxicab companies. Participants will receive a WSR CardONE reloadable card, which can be used to pay any part of a taxi fare including tip. RTC administers and funds the program with Washoe County sales tax revenues.

**TERM**

YC agrees to continue to participate in the WSR program until this agreement is terminated by one of the parties.

**TERMINATION**

Either RTC or YC may terminate this agreement for cause or convenience upon at least thirty (30) days' written notice. In the event of a termination, the RTC shall pay YC for all valid WSR taxi trips up to the date of termination and invoiced by YC within 30 calendar days of that date. Any termination shall be without prejudice to any obligations or obligations or liabilities of either party accrued prior to the effective date of the termination.

**SERVICES**

YC agrees to accept the WSR CardONE reloadable card separately or in conjunction with cash as payment for any part of a taxi fare. The WSR CardONE reloadable card cannot be used for tips. Fares shall be based upon a boarding fee (meter drop) plus distance traveled by the taxi vehicle with passengers on board.

**INVOICES AND PAYMENT**

YC agrees to invoice RTC for valid WSR taxi trips using the CabConnect (CardONE) list of trips report as backup. YC shall submit invoices and backup to [accountspayable@rtcwashoe.com](mailto:accountspayable@rtcwashoe.com). YC understands and agrees that RTC will only reimburse YC for valid WSR taxi trips shown on the CabConnect (CardONE) list of trips report for the month. RTC agrees to pay YC within 30 calendar days of receipt.

**HOLD HARMLESS**

RTC shall hold YC harmless from any personal injury or damages arising from injury or death proximately caused by the negligent or willful misconduct of any officer, employee or agent of RTC.

YC shall protect, defend, indemnify and hold harmless RTC, its Commissioners, officers, employees and agents (collectively, the "Indemnities") against any and all losses, penalties, damages, settlements, costs, charges, lawsuits, proceedings, causes of action, liens, claims and all other expenses and liabilities arising out of the performance of this agreement by YC (collectively, "Claims"), including but not limited to personal injury, damage to property (tangible or intangible), infringement of patents, trademarks or copyrights or the violation of any statute, ordinance, regulation, administrative order or rule or decree of any court. YC shall pay all costs necessary or desirable to permit the indemnities to defend such Claims, including any attorneys' fees, expert witness fees and costs and litigation costs of every kind.

**NO JOINT VENTURE**

The parties to this agreement and the WSR program associate with each other only for the purposes and to the extent set out in this agreement. Nothing in this agreement shall be deemed to create a partnership or joint venture, to create an employer-employee or principal-agent relationship, or to otherwise create any liability for one party for the actions, indebtedness, liabilities, and obligations of any other party.

**SUCCESSORS AND ASSIGNS**

YC shall not assign, sublease, or transfer this agreement or any interest therein, directly or indirectly by operation of law, without the prior written consent of RTC. Any attempt to do so without the prior written consent of RTC shall be null and void, and any assignee, subleasee, or transferee shall acquire no right or interest by reason thereof.

**NOTICES**

Notices required under this agreement shall be given by personal delivery or by certified or registered mail as follows:

RTC: Lee G. Gibson, AICP  
Executive Director  
Regional Transportation Commission  
Post Office Box 30002  
Reno, Nevada 89520

YC: Robin L. Street  
General Manager  
Yellow Cab Company  
475 Gentry Way  
Reno NV 90502

**EXTENT OF AGREEMENT**

This document embodies the entire agreement between the parties and supersedes all prior understandings or agreements, if any, relating to the duties and benefits each party is to receive from the other as part of this agreement. It may be amended or supplemented only by a written instrument signed by the authorized representatives of both parties. Unless otherwise provided in writing, the representatives of each party are identified in the paragraph denoted "Notices".

**ATTORNEY'S FEES**

In the event either party files suit to enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

**SIGNATURES**

By signing below, the parties agree to be bound by the terms of this agreement.

Sincerely,

Lee G. Gibson, AICP  
Executive Director

**YELLOW CAB COMPANY**

READ AND APPROVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_