



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: May 21, 2021

AGENDA ITEM 4.13

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDATION

Approve Amendment #2 to the RTC RIDE Fixed-Route Service Operation and Maintenance Contract with Keolis Transit Services, LLC, for the purchase of certain equipment, supplies and services as authorized in advance by the RTC.

SUMMARY

In March 2019, the Regional Transportation Commission (RTC) negotiated an agreement with Keolis Transit Services, LLC, for the operations and maintenance of the RTC RIDE fixed-route service. The RTC and Keolis desire to amend the contract so that RTC can direct Keolis to purchase, upon advance approval by RTC, additional equipment, supplies and services that are not part of the costs that Keolis is responsible for, pursuant to the terms of the contract. RTC’s Director of Public Transportation and RTC’s Director of Finance would both be required to authorize the purchase in advance in a signed document. There would be no requirement for RTC Board action. This will allow flexibility to obtain equipment, supplies and/or services that are needed for operation of the transit system in a more time efficient manner. Staff is seeking Board approval of this amendment as required by RTC’s Management Policy P-13. This is a slightly revised version of the amendment that the Board approved in April 2021 to add “services” to the scope of the amendment.

FISCAL IMPACT

Funding for this item is included in the approved FY 2022 budget and there is no additional cost in connection with this agenda item.

PREVIOUS BOARD ACTION

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| April 16, 2021 | The Board approved a version of Amendment #2 that did not include “services” in the scope. |
| Mar. 15, 2019 | The Board approved the agreement with Keolis Transit Services, LLC for four years plus two, three-year options, for the operation and maintenance of RTC RIDE Fixed-Route Service; and authorized the Executive Director to execute the agreement. |

ATTACHMENT(S)

- A. Contract Amendment #2 between the Regional Transportation Commission of Washoe County, Nevada and Keolis Transit Services, LLC.

CONTRACT AMENDMENT #2

The Regional Transportation Commission of Washoe County, Nevada (“RTC”), and Keolis Transit Services, LLC (“Contractor”) entered into the Contract for Operation and Maintenance of Fixed-Route Transit Services dated March 15, 2019 (the “Contract”). The Contract was previously amended by Amendment #1 dated June 8, 2020. This Amendment #2 is dated and effective as of April 16, 2021.

WHEREAS, the RTC and the Contractor desire to amend the Contract so that the Contractor can purchase, upon prior approval by RTC, additional equipment, supplies and services that are not part of the equipment, supplies and services that Contractor is required to purchase and pay for under the terms of the Contract; and

WHEREAS, the amendment will allow flexibility for RTC to direct the Contractor to purchase such equipment, supplies and services on behalf of the RTC in a more time efficient manner.

NOW THEREFORE, the RTC and the Contractor agree as follows:

1. Section 401B(2) of the Contract is replaced in its entirety with the following:
 - (2) Second Invoice. The Contractor shall submit its second invoice on the 11th day of the following month. The amount payable under such invoice will be equal to the following:
 - (a) the sum of (i) fifty percent (50%) of the applicable Fixed Monthly Payment, plus (ii) the number of Revenue Service Hours actually operated from the 15th day through the end of the prior month, times the applicable Service Hour rate; and (iii) the number of Special Services Hours operated from the 15th through the end of the prior month, times the applicable Special Services Hour rate, plus
 - (b) any costs of major repairs as provided in Section 305B(8); plus
 - (c) any costs of major modifications, repairs, and replacements to the Facilities or Equipment as provided in Section 307C(4); plus
 - (d) any costs of additional equipment, supplies or services as provided in Section 401B(7); less
 - (e) a credit equal to one-twelfth (1/12) of the historical annual utility cost at the Jerry L. Hall Operations and Maintenance Facility for the then current Contract Year in satisfaction of Section 307C(5); less
 - (f) any amounts deducted by the RTC pursuant to paragraph (3) hereof.
2. Section 401B of the Contract is amended to add the following subsection:
 - (7) Additional Equipment, Supplies or Services.

(a) RTC shall be responsible for additional equipment, supplies and services that are not part of the costs that Contractor is responsible for pursuant to the terms of the Contract. If Contractor determines that additional equipment, supplies or services are required, Contractor must submit a letter requesting prior written authorization from the RTC before making any such purchase. The letter shall be addressed to RTC's Director of Public Transportation and RTC's Director of Finance. The letter shall include a description of the equipment, supplies and services, quantities, and a not-to-exceed cost to the RTC. The letter shall include an explanation of the need for the equipment, supplies or services and an explanation as to why the Contractor is not responsible for the costs under the terms of the Contract. Contractor shall have the burden of proving it is not responsible for the costs under the terms of the Contract. The letter shall include a signature block for RTC and must be signed by RTC's Director of Public Transportation and RTC's Director of Finance in order for the authorization to be effective.

(b) Contractor shall maintain an inventory record for the equipment and supplies. The inventory record shall include the date acquired, total cost, serial number, model identification, and any other information or description necessary to identify the equipment and supplies. Contractor must submit a copy of the inventory record to the RTC upon request.

(c) At the expiration or termination of the Contract, Contractor may keep the equipment and supplies and credit RTC in an amount equal to its fair market value. Fair market value shall be determined, at Contractor's expense, on the basis of an independent appraisal. Contractor may also sell the equipment and supplies at the best price obtainable and credit RTC in an amount equal to the sales price. If the equipment and supplies are to be sold, the terms and conditions of the sale must be approved in advance by RTC's Project Manager.

3. All other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this amendment.

By: _____
Bill Thomas, AICP
Executive Director
Regional Transportation
Commission of Washoe County

By: _____
Aline Frantzen
CEO U.S. Bus Operations
Keolis Transit Services, LLC