



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

MEETING DATE: September 17, 2021

AGENDA ITEM 4.11

From: Mark Maloney, Director of Public Transportation and Operations

RECOMMENDED ACTION

Approve the Interlocal Cooperative Agreement with Placer County, California, for the provision of Tahoe Area Regional Transit (TART) service in the Washoe County portion of the Lake Tahoe Basin.

BACKGROUND AND DISCUSSION

The RTC originally entered into an agreement on January 29, 1985, with Placer County, California, to provide Tahoe Area Regional Transit (TART) service in the Washoe County portion of the Lake Tahoe Basin. This agreement provides for continuation of the TART service in the Washoe County portion of the Lake Tahoe Basin.

This new agreement adds reference to Nevada Revised Statute (NRS) 277A.280 permitting a regional transportation provider to operate a demand response service.

TART provides hourly service between 6:00 am and 7:00 pm, seven days per week, including Christmas Day and all holidays.

FISCAL IMPACT

Funding for the TART service is included in the RTC FY 2022 Board approved budget.

PREVIOUS ACTIONS BY BOARD

July 15, 2016 Approved the updated Interlocal Cooperative Agreement with Placer County, California, for the provision of Tahoe Area Regional Transit (TART) service in the Washoe County portion of the Lake Tahoe Basin; and authorized the RTC Chair to execute the agreement.

May 20, 1999 Authorized the Chairperson to sign the new Interlocal Cooperative Agreement with Placer County, California, for the provision of Tahoe Area Regional Transit (TART) service in the Washoe County portion of the Lake Tahoe Basin.

ATTACHMENT(S)

- A. Interlocal Agreement between Placer County, California and RTC

INTERLOCAL COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY, NEVADA, (hereinafter "RTC") and PLACER COUNTY, a political subdivision of the State of California, on behalf of Tahoe Truckee Area Regional Transit (hereinafter "TART"), by and through its duly constituted Board of Supervisors (hereinafter "Placer County").

WHEREAS, the provisions of Nevada Revised Statutes (NRS) 277.180 authorize public agencies within and outside the State of Nevada to enter into interlocal contracts for the joint exercise of any power, privilege or authority, any of the participating public agencies could exercise alone;

WHEREAS, the provisions of NRS 277A.270 and 277A.280 authorize the RTC to establish or operate a public transit system to serve the public;

WHEREAS, the provisions of NRS 377A.080 authorize the RTC to appropriate public transit tax funds accumulated by Washoe County to provide a public transit system for that county if the system is included in a regional transportation plan adopted by the RTC;

WHEREAS, pursuant to the provisions of California Government Code (CGC) §6500 to §6513, inclusive, and §26002, Placer County is authorized to provide public transportation services, and to enter agreements with other public agencies, including public agencies located outside of the State of California, for the joint exercise of any power common to the contracting agencies; and

WHEREAS, the RTC and Placer County, acting through their respective governing bodies, desire to make the most efficient use of their powers and resources in providing a regional public transit system.

NOW, THEREFORE, pursuant to the provisions of NRS 277.180 and 277A.270, 277A.280, and CGC §6500 to §6513, inclusive, and §26002, and in consideration of the premises and covenants contained herein, the parties agree as follows:

I. TERM

This agreement is effective as of the date above following execution by the parties. This Agreement shall automatically renew for a one-year period on each anniversary date thereafter, unless one of the parties serves by certified mail on the other party a written notice of termination sixty (60) days prior to the date of expiration, in which event this Agreement shall terminate on the date of expiration.

II. GENERAL PROVISIONS

Placer County will provide fixed-route, fixed schedule and demand responsive transit services within a service area as determined by Placer County, but including the portion of Washoe County located within the Tahoe Basin. Placer County will be responsible for overall administration, planning, implementation, and marketing of the transit service, and will own, lease, contract for and ensure that

contractor maintains contractor owned vehicles used in the provision of service, and maintain all equipment, facilities, and other capital assets associated with the provision of transit service. Placer County reserves the right to contract out either part or all service to a qualified transit operations contractor and will have oversight of contractor's maintenance program.

III. SYSTEM PLANNING

Placer County will be responsible for establishing routes, schedules, headways, fares, bus stop locations, and passenger amenities for the transit service. Any proposed modifications to service and fares affecting the Washoe County portion of the service area must be reviewed and approved in writing by the RTC's Director of Public Transportation prior to implementation.

No later than March 31 of each year, Placer County will prepare and transmit to the RTC a draft annual budget for the following fiscal year, identifying all operating and capital costs and revenues, and all necessary supporting documentation, including the proposed service levels for the Nevada portion of the transit service. The RTC will provide technical assistance as requested in all transit service planning activities and will review and comment on the annual budget.

Placer County will apply annually for Federal Transit Administration (FTA) operating assistance, either directly from the FTA in the 5307 or 5339 Programs, or from the Nevada Department of Transportation (NDOT) 5311 and 5339 Programs to support TART operations in Nevada. RTC will submit a letter of support for Placer County's request for funding.

Placer County will not exceed the hourly operating costs shown in the draft budget for the Nevada portion of the transit service without prior written approval by the RTC's Director of Public Transportation.

IV. SYSTEM ADMINISTRATION

Placer County will be responsible for TART system administration, and shall designate a county employee to carry out all administrative functions. Placer County may elect to engage a private contractor to administer system operations and maintenance. Such responsibilities shall include, but not be limited to, the employment of all administrative and operations personnel.

V. MARKETING

Placer County will be responsible for all advertising, marketing and promotion of TART services. Any such activities affecting the Washoe County portion of the service area shall be reviewed by the RTC prior to implementation.

VI. FACILITIES AND EQUIPMENT

Placer County will ensure that all TART revenue vehicles and equipment are maintained in accordance with accepted industry standards, including a regularly scheduled preventative maintenance program.

Placer County shall be responsible for and maintaining all TART bus stops and passenger amenities, including the portion of Washoe County located within the Tahoe Basin. Bus stops and passenger amenities include, but are not limited to, shelters, benches, trash receptacles and information kiosks. Maintenance of bus stops and passenger amenities includes regularly scheduled cleaning, including graffiti, litter and trash, as well as snow and ice removal.

RTC shall be responsible for the capital replacement, improvements and installation of passenger amenities at all bus stops within the Washoe County portion of the TART service area. RTC shall inform Placer County of the schedule for any replacements improvements, and installation of passenger amenities. RTC may delegate the capital replacement, improvements and installation of passenger amenities at bus stops within the Washoe County portion of the TART service area. Delegation of said work to Placer County shall be mutually agreed upon by both parties, and reimbursed to Placer County upon invoicing said costs.

VII. PAYMENT

RTC will reimburse Placer County for the net operating cost of providing transit service within the Washoe County portion of the service area. The basis for said reimbursement will be the gross operating cost per revenue vehicle hour, as identified in the annual budget agreed to pursuant to Section III of this Agreement, multiplied by the number of revenue vehicle hours provided within the Washoe County portion of the service area, minus any federal funding available pursuant to Section III of this agreement. Net operating cost will consist of gross operating cost less all passenger fares, advertising revenues and other operating revenues attributable to service provided exclusively in Washoe County.

Placer County will submit invoices for reimbursement to the RTC on a quarterly basis no later than 30 days following the end of each quarter. Invoices will include all necessary supporting documentation to allow the RTC to verify expenditures, as well as reconciliations to adjust and compensate for overpayment or underpayment of previous quarter expenses. Invoices must be submitted to accountspayable@rtcwashoe.com. The RTC will reimburse Placer County within thirty (30) days following receipt of each invoice.

VIII. INSURANCE

Placer County assumes all responsibility for equipment, employees, and passengers while operating in Nevada and California. Placer County further agrees to have the RTC named as an additional insured on the insurance policies identified in this paragraph. Comprehensive General Liability and Automobile Liability limits shall not be less than a combined single limit of ten million dollars (\$10,000,000). Placer County will provide Public Officials Errors and Omissions Insurance not less than a single limit of two million dollars (\$2,000,000).

IX. HOLD HARMLESS

Placer County will hold harmless the RTC from any loss or damage to Placer County property which may occur in carrying out the provisions of this agreement. Placer County will hold harmless RTC

from any damage or liability occurring by reason of anything done or omitted to be done by Placer County under or in connection with any work, activity, or jurisdiction of Placer County under this agreement. Placer County further agrees to indemnify, defend and to save the RTC harmless from all claims or suits for the death or personal injury of any person, general and special damages, attorney's fees or other liability of any nature and description which may be made against the RTC which is alleged to have occurred as a result of any negligent act or omission, or intentional tort by Placer County, its officials, employees, agents, invitees, or licensees in connection with the performance of operations under this Agreement.

RTC will hold harmless Placer County from any damage or liability occurring by reason of anything done or omitted to be done by RTC under or in connection with any work, activity, or jurisdiction of RTC under this agreement including any damage, liability or premises liability caused by RTC and occurring at bus stops within Washoe County. RTC further agrees to indemnify, defend and to save Placer County harmless from all claims or suits for the death or personal injury of any person, general and special damages, attorney's fees or other liability of any nature and description which may be made against Placer County which is alleged to have occurred as a result of any negligent act or omission, or intentional tort by RTC, its officials, employees, agents, invitees, or licensees in connection with the performance of operations under this Agreement.

X. RECORDS

Placer County will provide, no later than the tenth day of each month, a monthly report to the RTC documenting passenger boardings, passenger revenues, revenue vehicle miles and revenue vehicle hours for the month just ended, for both the California and Nevada portions of the service area.

Placer County will maintain accounting records in sufficient detail as to allow complete review by the RTC of all operating expenses, operational data, and revenues for purposes of developing a system operating deficit.

XI. TERMINATION

In the event either party to the Agreement determines that the other party has failed to perform its obligations under the Agreement, or in the event continuation of the Agreement would not be in the best of interest of the parties to the Agreement due to lack of ridership, greater than anticipated expenses, or other reasons or cause which may be deemed detrimental, the parties to the Agreement may terminate said Agreement upon service, by certified mail, on the other parties to this Agreement a written notice of termination sixty (60) days prior to the projected termination of the Agreement.

As used in this section, the "expiration date" or "termination date" refers to the last day of the initial term, the last day of any renewal term, or the last day of the 60-day notice period, June 30.

XII. RATIFICATION

This Agreement is not intended to and shall not operate to invalidate any prior acts or actions by and between Placer County and the RTC, and all such acts and actions are hereby validated, ratified and confirmed.

XIII. MODIFICATION

This Agreement may not be modified except by subsequent written agreement executed by and between the parties hereto.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Bill Thomas, AICP, Executive Director

Approved as to Legality and Form:

By _____
Placer County Counsel

PLACER COUNTY, CALIFORNIA

By _____
Ken Grehm, Director of Public Works and Facilities

ATTEST:

Clerk of the Board, Placer County

By _____