



**MEMORANDUM
PUBLIC WORKS AND FACILITIES
TRANSIT DIVISION
County of Placer**

TO: Board of Supervisors

DATE: September 13, 2016

FROM: Ken Grehm, Director of Public Works and Facilities
By: Will Garner, Public Works Manager

SUBJECT: Transit / Interlocal Cooperative Agreement / Washoe County Regional Transportation Commission, Nevada and Placer County

ACTION REQUESTED

Authorize the Director of Public Works and Facilities, or designee to execute an Interlocal Cooperative Agreement with the Washoe County Regional Transportation Commission, Nevada regarding ongoing operation and funding of Tahoe Truckee Area Regional Transit within Washoe County.

BACKGROUND

Placer County has had an agreement with Washoe County Regional Transportation Commission (RTC) since 1985 to provide Tahoe Truckee Area Regional Transit (TART) service within Washoe County. The current agreement has been in place since 1999. TART has a route that is continuous from the west shore into Incline Village. The route within Washoe County represents approximately 14 percent of the service provided by TART, and about 10 percent of the ridership (FY 2015-16 data).

The new agreement is essentially the same as the current agreement in that it identifies an annual charge from the County to RTC through the budgeting process. It brings up to date the indemnification language and the Nevada state statutory citation. It clarifies the roles of Placer County and RTC in maintaining and constructing bus stops and shelters within Washoe County. In short, Placer County is responsible for minor maintenance of bus stops, trash pickup, cleaning and passenger information. Washoe RTC continues to be responsible for the premises and is responsible for major repairs, replacement and construction. The contract term is continuous.

ENVIRONMENTAL IMPACT

The Interlocal Cooperative Agreement is statutorily exempt from CEQA pursuant to section 21080(b)(10), as it is a project to provide passenger service.

FISCAL IMPACT

Under the agreement, RTC pays Placer County for the provision of TART service based on the rate as determined by the annual budget process. In the current fiscal year, RTC pays TART approximately \$171,000. Additional funding comes from the Federal Transit Administration in the amount of \$353,000 and fares in the amount of \$40,000.

ATTACHMENT

Interlocal Cooperative Agreement

INTERLOCAL COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, 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 permit a regional transportation commission to establish or operate a system of bus transportation consisting of regular routes and fixed schedules 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) Section 6500 to 6513, inclusive, and Section 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, 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 277.100 and 277A.270, and CGC § 6500 to 6513, inclusive, and § 26002, and in consideration of the premises and covenants contained herein, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I. GENERAL PROVISIONS

Placer County will provide fixed-route, fixed schedule transit service 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 and maintain all vehicles, equipment, facilities, and other capital assets associated with the provision of transit service.

II. 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 shall be reviewed and approved by the RTC 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 approval by the RTC.

III. 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.

IV. 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.

V. 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 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.

VI. 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 Placer County Budget pursuant to section II 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 pursuant to Section II 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. The RTC will reimburse Placer County within thirty (30) days following receipt of each invoice.

VII. 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).

VIII. 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.

IX. 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.

X. EFFECTIVE DATE

This agreement becomes effective July 1, 2016 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 the other parties to this Agreement 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.

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.

Approved as to Legality and Form:

By _____
Dale Ferguson, Esq.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
Lee G. Gibson, Executive Director

State of Nevada
County of Washoe

This instrument was acknowledged before me on _____, 2016 by Lee G. Gibson, Executive Director of the Regional Transportation Commission of Washoe County, Nevada.

Notarial Officer

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 _____

