

**CARSON CITY REGIONAL TRANSPORTATION COMMISSION
REQUEST FOR COMMISSION ACTION**

Date Submitted: July 1, 2009

Meeting Date: July 8, 2009

To: Regional Transportation Commission

From: Keith Pearson, Transit Coordinator

Subject Title: Action to adopt a resolution approving an interlocal agreement with the Regional Transportation Commission of Washoe County to provide "INTERCITY" service between the two counties.

Staff Summary: The current agreement to provide "INTERCITY" service was entered between Regional Transportation Commission of Washoe County (WRTC), Douglas County and Carson City Regional Transportation Commission (CCRTC). Because Douglas County no longer receives service and service within Carson City was modified, staff of both the WRTC and CCRTC, decided it was time to update the agreement. This agreement establishes financial and administrative responsibilities for providing service.

Type of Action Requested: (check one)

() None – Information Only

() Formal Action/Motion

Recommended Commission Action: I move to adopt a resolution approving an interlocal agreement with the Regional Transportation Commission of Washoe County to provide "INTERCITY" service between the two counties.

Explanation for Recommended Commission Action: Last year the INTERCITY route was modified in Carson City and eliminated in Douglas County. This new agreement will exclude Douglas County and establish the financial and administrative responsibility between the two counties. Staff recommends an updated agreement to reflect current and future INTERCITY service.

Applicable Statue, Code, Rule or Policy: N/A

Fiscal Impact: The total is estimated to be \$30,000, with \$15,000 to be reimbursed through Federal Transit Administration funds.

Explanation of Impact: N/A

Funding Source: Transit Funds and Federal Transit Administration funds.

Alternatives: N/A

Supporting Material: A copy of the proposed resolution and agreement.

Prepared By: Keith Pearson, Transit Coordinator

Commission Action Taken:

Motion: _____ 1) _____ Aye/Nay
2) _____ _____

_____ (Vote Recorded By)

RESOLUTION NO. _____

A RESOLUTION ADOPTING AND APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN THE REGIONAL TRANSPORTATION COMMISSION OF WASHOE COUNTY AND THE CARSON CITY REGIONAL TRANSPORTATION COMMISSION FOR PROVIDING INTERCITY PUBLIC TRANSPORTATION BETWEEN THE JURISDICTIONS.

WHEREAS, pursuant to NRS 277.180, any one or more public agencies may enter into contracts with any one or more other public agencies for the performance of any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, the Carson City Regional Transportation Commission and the Regional Transportation Commission of Washoe County are public agencies; and

WHEREAS, NRS 277.180 provides that every such contract must be ratified by appropriate official action of the governing body of each party to the contract as a condition precedent to its entry into force; and

WHEREAS, NRS 277.180 also provides that every such contract must set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, the parties are entering into a contract for the purpose of providing INTERCITY Public Transportation between the jurisdictions,

NOW, THEREFORE, BE IT RESOLVED, that the terms and conditions of the Interlocal Agreement for the purpose of providing INTERCITY Public Transportation between the jurisdictions is hereby adopted and approved; and

BE IT FURTHER RESOLVED that the Interlocal Agreement for the purpose of providing INTERCITY Public Transportation between the jurisdictions shall be spread at large upon the minutes or attached in full thereto as an exhibit, and that a copy of this Resolution shall be sent to the Regional Transportation Commission of Washoe County.

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into on _____, 2009, by and between the Regional Transportation Commission of Washoe County ("WRTC"), and the Carson City Regional Transportation Commission (CCRTC").

WITNESSETH:

WHEREAS, an interlocal agreement is defined as an agreement by a public agency to "obtain a service" from another public agency;

WHEREAS, NRS 277.180 authorizes any one or more public agencies to enter into agreements 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 agreement is authorized by law to perform;

WHEREAS, NRS 373.113 and 373.115 authorizes WRTC to receive and disburse federal funds and to accept contributions from any private, state or local governments to match any federal money from any federal source;

WHEREAS, the WRTC and the CCRTC recognize the importance of providing intercity public transportation between the counties to help promote economic growth and vitality;

WHEREAS, the purpose of this agreement is to describe the funding and administrative responsibilities of the WRTC and the CCRTC to provide intercity public transportation service (hereinafter "INTERCITY Service") between the jurisdictions;

WHEREAS, the INTERCITY Service will be of benefit to the people of the State of Nevada; and

WHEREAS, the WRTC and the CCRTC are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained herein, it is hereby agreed by and between the parties as follows:

WRTC AGREES:

1. To provide fixed-route, fixed-schedule intercity transit service between Washoe County and Carson City ("INTERCITY Service") as generally depicted in Exhibit A attached hereto.
2. To oversee the administration and operation of the INTERCITY Service. Administration shall include, but is not limited to, marketing and planning the service, monitoring the

operation of the INTERCITY Service to ensure quality control and compliance with federal regulations.

3. To comply with all federal, state and local regulations affecting the administration and operation of the INTERCITY Service.
4. To use its contractor, Transit Management of Washoe (dba RIDE), and its equipment, employees and agents, or another private contractor and its equipment, employees and agents, to operate the INTERCITY Service.
5. To coordinate with CCRTC in establishing routing, schedules, headways, fares, bus stop locations and other passenger amenities for the INTERCITY Service.
6. To promote the sale of tickets and/or passes for the INTERCITY Service at its various outlets.
7. To provide monthly operating reports and other data, as requested, on the INTERCITY Service to CCRTC in order to comply with FTA requirements.
8. To submit invoices for reimbursement for the net operating costs of the INTERCITY Service within Carson City to the CCRTC, on a quarterly basis, no later than 30 days following the end of each quarter. Invoices will include all necessary documentation sufficient to allow the CCRTC to verify expenditures, revenues, vehicle hours, and to reconcile, adjust, and compensate for overpayment or underpayment of previous quarter expenses.
9. To prepare and transmit to CCRTC, no later than March 31st of each year, a draft annual budget for the following fiscal year identifying all operating costs and revenues, and all necessary supporting documentation, including the proposed service levels for the CCRTC portion of the INTERCITY Service.

CCRTC AGREES:

1. To fund the net annual operating costs of the INTERCITY Service within Carson City. The net operating cost will consist of the CCRTC's contribution of the gross operating cost less all passenger fares, advertising revenues, and other operating revenues attributable to the INTERCITY Service. Gross operating cost is identified as the cost per revenue vehicle hour multiplied by the number of revenue vehicle hours provided, as shown in Exhibit B attached hereto.
2. To permit WRTC to use its contractor, Transit Management of Washoe (dba RIDE), and its equipment, employees and agents or another private contractor, and its equipment, employees and agents, to operate the INTERCITY Service within the jurisdiction of the CCRTC.

3. To coordinate and cooperate with the WRTC in the development of that portion of the INTERCITY Service located within Carson City, including the planning and implementation of service routing, schedules, bus stops and/or passenger shelter locations, policies and procedures for the INTERCITY Service.
4. To keep passenger amenities, including, but not limited to, bus stop signs, poles, passenger benches and shelters, in a clean, well-maintained condition as determined by WRTC; said maintenance includes but is not limited to, litter removal and the cleaning of graffiti.
5. To provide outlets for the sale of tickets and/or passes for the INTERCITY Service.
6. To reimburse the WRTC within thirty (30) days of receipt of a proper invoice for its share of the net operating cost of the INTERCITY Service.

IT IS MUTUALLY AGREED:

1. This Agreement becomes effective immediately upon its execution by the governing bodies of the participating entities.
2. This Agreement shall be automatically renewed for a one-year period on each anniversary date thereafter, unless either of the parties to the Agreement serves, by certified mail, on the other party 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.
3. The continuation of this Agreement beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the both WRTC and CCRTC. Either party may terminate this Agreement, and the other party waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason funding is not appropriated or is significantly withdrawn, limited, or impaired.
4. This Agreement may be amended by written agreement executed by the respective parties hereto.
5. That failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for and/or prohibited by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages.
6. That no party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, accidents, fires, explosions, or acts of God, including without limitations, earthquakes, floods, winds, storms or other intervening causes. 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 the Agreement after the intervening cause ceases.

7. That each party will keep and maintain under generally accepted accounting principles, full, true and complete records and documents pertaining to this Agreement and present, at any reasonable time upon request, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained.
8. That all property presently owned by any party shall remain in that party's ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.
9. That all notices or other communications required or permitted to be given under this Agreement shall be in writing and may be delivered personally, by telephone facsimile with simultaneous regular mail or by certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other party at the addresses set forth below:

For the WRTC: Derek W. Morse, P.E., Interim Executive Director
Regional Transportation Commission of Washoe County
2050 Villanova Drive
P. O. Box 30002
Reno, NV 89520
Tel: (775) 348-0400
Fax: (775) 324-3503

For the CCRTC: Shelly Aldean
Carson City Regional Transportation Commission
Attn: Patrick Pittenger
3505 Butti Way
Carson City, NV 89701
Tel: (775) 887-2355
Fax: (775) 887-2112

Notice given personally or by telephone facsimile with simultaneous regular mail shall be deemed to have been completed the day given. Notice by mail shall be deemed complete the third day following the mailing as prescribed herein.

10. That to the fullest extent of Chapter 41 of Nevada Revised Statutes liability limitations, each party shall indemnify, hold harmless and defend the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising from the negligent or willful acts or omissions of the other party, its officers, employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that otherwise exists as to any party or person described herein. The indemnifying party's obligation to indemnify is

conditioned upon its receipt of written notice within thirty (30) days of the time the party to be indemnified receives notice of third party claims that are set out in a letter, e-mail or a pleading filed in a court having jurisdiction of one or both parties to this Agreement. The indemnifying party shall not be liable to hold the indemnified party harmless from any attorney's fees and costs resulting from the indemnified party's decision to participate in any proceeding with legal counsel of its own selection.

11. That the parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. The liability of each party shall not be subject to punitive damages. Actual damages for any breach shall never exceed the amount of funds that have been appropriated for payment under this Agreement, but not yet paid for the fiscal year budget in existence at the time of the breach.
12. That failure to declare a breach or the actual waiver of any particular breach of the material or non-material terms of the Agreement by either party shall not operate as a waiver by any such party of any of its rights of remedies as to any other subsequent breach.
13. That the 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 and the parties' consent to the jurisdiction of the Nevada district courts for enforcement.
14. That the illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the 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.
15. That 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.
16. That the parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is 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.
17. That it is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms of provisions of this Agreement.
18. That each party shall kept confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

19. That 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 otherwise exempted from disclosure pursuant to Chapter 239 of Nevada Revised Statutes.
20. That no party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.
21. That this Agreement constitutes the entire agreement of the parties and 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.

APPROVED as to Legality and Form:

By _____
A. Stanyan Peck, RTC Chief Legal Counsel

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY

By _____
David Aiazzi, Chairman

APPROVED as to Legality and Form:

By _____
Neil A. Rombardo, District Attorney
By: Deputy District Attorney

CARSON CITY
REGIONAL TRANSPORTATION COMMISSION

By _____
Shelly Aldean, Chairperson

EXHIBIT A

RTC INTERCITY SERVICE

IN CARSON CITY

(As of JANUARY 7, 2008)




-  Routing
-  Existing Bus Stop
-  Timepoint (Filled In Center)



EXHIBIT A

RTC INTERCITY SERVICE

IN CARSON CITY

At next change: 2009/2010




-  Routing
-  Existing Bus Stop
-  Timepoint (Filled In Center)



EXHIBIT B

Projected Cost of RTC INTERCITY Service - FY 2010

Time Frame	Days of Service	Vehicle Hours	Ridership ¹	Revenue ²	Total Cost Fed. Reimb. Rate ³	Net Cost Fed. Reimb. Rate	CC RTC Cost ⁴	Washoe RTC Cost
July-09	23	282.90	3,068	\$8,097	\$17,743	\$9,646	\$2,579	\$7,067
August-09	21	258.30	2,801	\$7,392	\$16,201	\$8,809	\$2,355	\$6,454
September-09	21	258.30	2,801	\$7,392	\$16,201	\$8,809	\$2,355	\$6,454
October-09	22	270.60	2,934	\$7,743	\$16,972	\$9,229	\$2,468	\$6,761
November-09	20	246.00	2,667	\$7,039	\$15,429	\$8,390	\$2,243	\$6,147
December-09	22	270.60	2,934	\$7,743	\$16,972	\$9,229	\$2,468	\$6,761
January-10	20	246.00	2,667	\$7,039	\$15,429	\$8,390	\$2,243	\$6,147
February-10	20	246.00	2,667	\$7,039	\$15,429	\$8,390	\$2,243	\$6,147
March-10	23	282.90	3,068	\$8,097	\$17,743	\$9,646	\$2,579	\$7,067
April-10	22	270.60	2,934	\$7,743	\$16,972	\$9,229	\$2,468	\$6,761
May-10	20	246.00	2,667	\$7,039	\$15,429	\$8,390	\$2,243	\$6,147
June-10	22	270.60	2,934	\$7,743	\$16,972	\$9,229	\$2,468	\$6,761
TOTAL	256	3,148.80	34,142	\$90,106	\$197,492	\$107,386	\$28,712	\$78,674

¹ Ridership estimate based on CY 2007 6.9 passengers per revenue vehicle hour.

² Revenue is based on revenue per passenger from Sept. 2007 - Dec. 2007 (the full months since the last fare increase in Aug. 2007)

³ Fed. Reimbursement | \$62.72 per hour (RTC FY10 Transit Rate Analysis)

⁴ Cost is split based on 100% of running time in each jurisdiction but with layover and deadhead time split equally.