

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS
County of Placer

TO: BOARD OF SUPERVISORS DATE: Sept 22, 2009
FROM: KEN GREHM ^{KG} / WILL GARNER ^{WG}
SUBJECT: TAHOE TRANSPORTATION DISTRICT FUNDING AGREEMENT

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to execute, with County Counsel and Risk Management's review and approval, an Agreement with the Tahoe Transportation District to receive approximately \$150,000 in Federal Transit Administration 5311 funding for Tahoe Area Regional Transit in FY 2009/10.

BACKGROUND / SUMMARY

Tahoe Area Regional Transit (TART) has operated for many years in Washoe County under an agreement with the Washoe County Regional Transportation Commission (RTC). Due to declining revenues, the RTC has reduced funding to the TART from approximately \$300,000 annually to \$150,000. For several months, DPW has been working with staff from the Tahoe Transportation District (TTD), Tahoe Regional Planning Agency (TRPA) and the Nevada Department of Transportation (NDOT) to receive funding from the Nevada apportionment of Federal Transit Administration (FTA) 5311 transit funds for non-urbanized areas. Sufficient FTA 5311 funds are available in the State of Nevada to fund the TART service. The FTA 5311 funds from NDOT will replace the funds lost from the RTC.

Because the TTD is an operating district within the State of Nevada, NDOT will allocate the FTA 5311 funds directly to TTD and TTD will pass them through to Placer County for TART service in Washoe County. A funding pass through agreement is necessary for NDOT to approve the funding allocation. Placer County and TTD will need to apply to NDOT for funds each year.

ENVIRONMENTAL

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

FISCAL IMPACT

The NDOT FTA 5311 funding for TART will be approximately \$150,000 in FY 2009/10. This will replace a revenue reduction of the same amount from the Washoe RTC. These funds are necessary for TART to continue to provide service within Washoe County.

Attachments: Resolution
Copy of Final MOU w/Exhibit A

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**Before the Board of Supervisors
County of Placer, State of California**

In the matter of: **ADOPT A RESOLUTION
AUTHORIZING THE DIRECTOR OF PUBLIC
WORKS TO EXECUTE AN AGREEMENT WITH
THE TAHOE TRANSPORTATION DISTRICT TO
PASS THROUGH FUNDING FROM THE
NEVADA FEDERAL TRANSIT
ADMINISTRATION 5311 PROGRAM**

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held _____

by the following vote:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chair, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer,
State of California, that this Board authorizes the Director of Public Works to
execute an agreement with the Tahoe Transportation District to pass through
Nevada Federal Transit Administration 5311 funds to Placer County for the
operation of Tahoe Area Regional Transit in Washoe County, Nevada.

COPY OF FINAL

CONTRACT #: _____

**MEMORANDUM OF UNDERSTANDING REGARDING
PASS THROUGH FEDERAL FUNDING BETWEEN
THE TAHOE TRANSPORTATION DISTRICT AND THE COUNTY
OF PLACER FOR TRANSIT SERVICES IN WASHOE COUNTY,
NEVADA**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU", is made and entered into _____, 2009, by and between the County of Placer, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the Tahoe Transportation District, a bi-state agency created under the Tahoe Regional Planning Compact, hereinafter referred to as "TTD".

RECITALS:

WHEREAS, COUNTY operates Tahoe Area Regional Transit (TART) in the North Tahoe Region, including service within Washoe County, Nevada under agreement with the Regional Transportation Commission of Washoe County (RTC); and

WHEREAS, TTD desires to provide Federal Transit Administration (FTA) funding from the Nevada Department of Transportation (NDOT) to fund TART service in Washoe County between Crystal Bay, California and Incline Village, Nevada; and,

WHEREAS, TTD desires to contribute funding from NDOT to support this service; and,

WHEREAS, The RTC has committed to provide the necessary local match for the FTA funds from NDOT to support TART transit services in Washoe County; and,

WHEREAS, Nevada Revised Statutes (NRS) 277.180(1) allow any one or more public agencies to contract 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 contract is authorized by law to perform; and,

WHEREAS, NRS 277.180(2) (a) provides that the authorized purposes of an agreement made pursuant to NRS 277.180(1) include the joint use or operation of a system of public transportation; and,

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

1. This MOU is for pass through funding from TTD to COUNTY for funding TART transit service within Washoe County, Nevada, sponsored by the RTC.
2. COUNTY agrees to operate a prescribed route within Washoe County, Nevada as part of the overall TART Service. This service shall be provided daily on a schedule as provided on Exhibit A. COUNTY shall provide TTD a revised Exhibit A when schedule and route changes are implemented.
3. COUNTY shall only utilize pass-through funding from TTD for the portion of service described in Section 2 and committing the local match necessary for the funds from RTC.
4. COUNTY reserves the right to contract out either part or all of the service to a qualified transit operations contractor.
5. COUNTY shall annually execute and comply with the FTA Certifications and Assurances attached in Exhibit B related to the COUNTY use of FTA funds passed-through from TTD to operate TART transit services in Nevada. .
6. COUNTY annually shall provide the necessary budget and grant information to TTD for submission to NDOT, with a commitment from RTC on the local match for these funds. TTD shall not be obligated to provide any local match for TART transit services.
7. COUNTY shall invoice TTD monthly (in arrears) after transit services provided with a monthly report providing information on number of passengers, fares collected, hours operated, miles driven and any other pertinent information regarding the performance of the services funded. Funding will be for the net operating costs (Operating Costs – Fare Revenue = Net Operating Cost) for the purposes of operating this transit service. COUNTY shall be responsible for providing other funding, not limited to private funds, FTA funds, state funds, other grants or local funds. Fare revenue will be applied to the operating costs to determine the net operating cost.
8. COUNTY will retain all fare revenue collected for the service provided under this MOU.
9. COUNTY shall advise TTD regarding the progress of the TART transit services funded at such times and in such manner as TTD may require, including, but not limited to meetings and reports. COUNTY shall submit to TTD, at such time as TTD may require, such financial statements, data, records,

contracts and other documents related to the TART transit services as may be deemed necessary by TTD and/or NDOT.

10. It is expressly understood that the duly authorized representatives of TTD and the FTA shall have access to such records of COUNTY as they pertain to all matters arising under this MOU, and COUNTY will retain records subject to audit, for three (3) years from the Fiscal Year or the time of MOU termination, which ever occurs first.

11. Either party may terminate this MOU with ninety (90) days written notice for COUNTY's non-compliance with this MOU.

12. All notices or other communications required or permitted to be given under this MOU shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephone facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth below:

PLACER COUNTY:

Will Garner
Public Works Manager - Transit
Placer County
Department of Public Works
Transportation Division
3091 County Center Dr., Suite 220
Auburn, CA 95603
Telephone: (530) 745-7582
Fax: (530) 745-3567
Email: wgarner@placer.ca.gov

TTD:

Carl Hasty, Director
Tahoe Transportation District
P.O. Box 499
Zephyr Cove, NV 89448
Telephone: (775) 589-5284
Fax: (775) 588-0917
Email: chasty@tahoetransportation.org

13. Neither TTD nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this MOU. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless TTD, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of occurring by reason of anything

done or omitted to be done by COUNTY under or in connection with any work, activity or jurisdiction delegated to COUNTY under this MOU.

14. Neither COUNTY nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by TTD under or in connection with any work, activity or jurisdiction delegated to TTD under this MOU. It is understood and agreed that TTD shall fully defend, indemnify and save harmless COUNTY, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury occurring by reason of anything done or omitted to be done by TTD under or in connection with any work, authority or jurisdiction delegated to TTD under this MOU.

15. COUNTY, for itself, its assignees and successors in interest agrees that in the event of COUNTY's noncompliance with the provisions of this MOU, TTD may impose such MOU sanctions as it may determine to be appropriate, including, but not limited to:

A. Withholding of payments to COUNTY under this MOU until COUNTY complies, and/or

B. Cancellation, termination or suspension of this MOU, in whole or in part.

16. In the event of any dispute arising under this MOU, the forum for resolution of any such dispute shall be either the United States District Court, District of Nevada, located in Reno, Nevada or the United States District Court, Eastern District of California, located in Sacramento, California.. Federal law, including the Federal Rules of Civil Procedure, shall govern this Agreement.

17. COUNTY shall not assign, transfer or delegate any rights, obligations or duties under this MOU without the prior written consent of TTD, which consent shall not be unreasonably withheld, conditioned, or delayed.

18. The parties are associated with each other only for the purposes and to the extent set forth in this MOU. Each party is and shall be 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 MOU.

19. It is specifically agreed between the parties executing this MOU that it is not intended by any of the provisions of any part of the MOU to create in the public or any member thereof a third party beneficiary statutes hereunder, or to authorize anyone not a party to this MOU to maintain a suit for personal injuries or property damage pursuant to the terms and or provisions of this MOU.

20. It is specifically agreed between the parties executing this MOU that it is intended to create a contractual relationship solely between TTD and COUNTY. It is further specifically agreed between the parties executing this MOU that it is not intended by any provisions of any part of this MOU, to create in COUNTY's subcontractors, the public, or any member thereof, a contractual relationship between such persons and entities and TTD.

21. Neither party shall be deemed to be in violation of this MOU if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including, without limitation, strikes, inmate disturbances, acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods, winds storms, failure of public transportation, or any other similar serious cause beyond the reasonable control of either party. 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 this MOU after the intervening cause ceases.

22. Consistent with applicable law, each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this MOU. Compliance with applicable State or Federal open records laws shall not be considered a violation of this MOU.

23. The parties hereto represent and warrant that the person executing this MOU on behalf of each party has full power and authority to enter into this MOU and that the parties are authorized by law to engage in the activities which form the subject of this MOU.

24. This MOU shall not become effective until and unless approved by appropriate official action of the governing body of each party.

25. As used herein, the term "COUNTY" shall include the plural as well as the singular, and the feminine as well as the masculine.

26. This MOU 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 MOU specifically displays a mutual intent to amend a particular part of this MOU, general conflicts in language between any such attachment and this MOU shall be construed consistent with the terms of this MOU. Unless otherwise specifically authorized by the terms of this MOU, no modifications or amendment to this MOU shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year first above written.

TAHOE TRANSPORTATION DISTRICT

COUNTY OF PLACER

By: _____
Carl Hasty
District Manager

By: _____
Ken Grehm
Public Works Director

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

By: _____
Dennis Crabb
District Counsel

By: _____
County Counsel

Date: _____

Date: _____

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Exhibit A - TART Service Schedule

Year 'Round Routes		TART Mainline														Year 'Round Routes										
Tahoma to Incline Village (To North Shore)		Tahoma to Incline Village														(530) 550-1212 or (800) 736-6365										
West Shore		AM							PM																	
Sugar Pine Point		7:08	8:08	9:08	10:08	11:08	12:08	1:08	2:08	3:08	4:08	5:08	6:08													
Tahoma		7:10	8:10	9:10	10:10	11:10	12:10	1:10	2:10	3:10	4:10	5:10	6:10													
Homewood		7:12	8:12	9:12	10:12	11:12	12:12	1:12	2:12	3:12	4:12	5:12	6:12													
Tahoe Pines		7:14	8:14	9:14	10:14	11:14	12:14	1:14	2:14	3:14	4:14	5:14	6:14													
Sunnyside		7:15	8:15	9:15	10:15	11:15	12:15	1:15	2:15	3:15	4:15	5:15	6:15													
Tahoe City *Connect to Hwy 89 Truckee		7:24*	8:24*	9:24*	10:24*	11:24*	12:24*	1:24*	2:24*	3:24*	4:24*	5:24*	6:24*													
North Shore																										
Tahoe City - Depart		6:00	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30	6:30											
Lake Forest		6:04	6:36	7:36	8:36	9:36	10:36	11:36	12:36	1:36	2:36	3:36	4:36	5:36	6:36											
Dollar Hill		6:07	6:39	7:39	8:39	9:39	10:39	11:39	12:39	1:39	2:39	3:39	4:39	5:39	6:39											
Cedar Flat		6:08	6:40	7:40	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	5:40	6:40											
Carmelien Bay		6:10	6:42	7:42	8:42	9:42	10:42	11:42	12:42	1:42	2:42	3:42	4:42	5:42	6:42											
Tahoe Vista		6:12	6:44	7:44	8:44	9:44	10:44	11:44	12:44	1:44	2:44	3:44	4:44	5:44	6:44											
Kings Beach		6:20	6:50	7:50	8:50	9:50	10:50	11:50	12:50	1:50	2:50	3:50	4:50	5:50	6:50											
Crystal Bay Club		6:24	6:54	7:54	8:54	9:54	10:54	11:54	12:54	1:54	2:54	3:54	4:54	5:54	6:54											
Incline Village Eastbound		AM							PM																	
Crystal Bay Club		6:30	7:00	7:30	8:00	8:30	9:00	9:30	10:00	10:30	11:00	11:30	12:00	12:30	1:00	1:30	2:00	2:30	3:00	3:30	4:00	4:30	5:00	5:30	6:00	7:00
Toiyas Southwood/Hwy 28		6:35	7:05	7:35	8:05	8:35	9:05	9:35	10:05	10:35	11:05	11:35	12:05	12:35	1:05	1:35	2:05	2:35	3:05	3:35	4:05	4:35	5:05	5:35	6:05	7:05
Incline Cleaners/Hwy 28		6:37	7:07	7:37	8:07	8:37	9:07	9:37	10:07	10:37	11:07	11:37	12:07	12:37	1:07	1:37	2:07	2:37	3:07	3:37	4:07	4:37	5:07	5:37	6:07	7:07
Incline Skale Park/Hwy 28		6:39	7:09	7:39	8:09	8:39	9:09	9:39	10:09	10:39	11:09	11:39	12:09	12:39	1:09	1:39	2:09	2:39	3:09	3:39	4:09	4:39	5:09	5:39	6:09	7:09
Hyatt Lakeshore Dr		6:42	7:12	7:42	8:12	8:42	9:12	9:42	10:12	10:42	11:12	11:42	12:12	12:42	1:12	1:42	2:12	2:42	3:12	3:42	4:12	4:42	5:12	5:42	6:12	7:12
Incline Village to Tahoma (To West Shore)																										
Incline Village Westbound																										
Hyatt Lakeshore Dr		6:42	7:12	7:42	8:12	8:42	9:12	9:42	10:12	10:42	11:12	11:42	12:12	12:42	1:12	1:42	2:12	2:42	3:12	3:42	4:12	4:42	5:12	5:42	6:12	7:12
Incline Creek/Hwy 28		6:44	7:14	7:44	8:14	8:44	9:14	9:44	10:14	10:44	11:14	11:44	12:14	12:44	1:14	1:44	2:14	2:44	3:14	3:44	4:14	4:44	5:14	5:44	6:14	7:14
Ralays/Hwy 28		6:45	7:15	7:45	8:15	8:45	9:15	9:45	10:15	10:45	11:15	11:45	12:15	12:45	1:15	1:45	2:15	2:45	3:15	3:45	4:15	4:45	5:15	5:45	6:15	7:15
Tahoe Blimora		6:55	7:25	7:55	8:25	8:55	9:25	9:55	10:25	10:55	11:25	11:55	12:25	12:55	1:25	1:55	2:25	2:55	3:25	3:55	4:25	4:55	5:25	5:55	6:25	7:25
North Shore		AM							PM																	
Tahoe Blimora		6:00	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00	6:00	6:25											
Kings Beach		6:03	7:03	8:03	9:03	10:03	11:03	12:03	1:03	2:03	3:03	4:03	5:03	6:03	6:27											
Tahoe Vista		6:08	7:08	8:08	9:08	10:08	11:08	12:08	1:08	2:08	3:08	4:08	5:08	6:08	6:28											
Carmelien Bay		6:12	7:12	8:12	9:12	10:12	11:12	12:12	1:12	2:12	3:12	4:12	5:12	6:12	6:30											
Cedar Flat		6:13	7:13	8:13	9:13	10:13	11:13	12:13	1:13	2:13	3:13	4:13	5:13	6:13	6:32											
Dollar Hill		6:15	7:15	8:15	9:15	10:15	11:15	12:15	1:15	2:15	3:15	4:15	5:15	6:15	6:40											
Burton Creek		6:18	7:18	8:18	9:18	10:18	11:18	12:18	1:18	2:18	3:18	4:18	5:18	6:18	6:43											
Tahoe City *Connect to Hwy 89 Truckee		6:23*	7:23*	8:23*	9:23*	10:23*	11:23*	12:23*	1:23*	2:23*	3:23*	4:23*	5:23*	6:23*	6:48											
West Shore		AM							PM																	
Tahoe City - Depart		6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30													
Sunnyside		6:35	7:35	8:35	9:35	10:35	11:35	12:35	1:35	2:35	3:35	4:35	5:35													
Tahoe Pines		6:38	7:38	8:38	9:38	10:38	11:38	12:38	1:38	2:38	3:38	4:38	5:38													
Homewood		6:43	7:43	8:43	9:43	10:43	11:43	12:43	1:43	2:43	3:43	4:43	5:43													
Tahoma/Sugar Pine Point		6:45	7:45	8:45	9:45	10:45	11:45	12:45	1:45	2:45	3:45	4:45	5:45													



