



See Res. 10-396

11-248

13-280

15-210

16-232

RESOLUTION No. 09-388

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

APPROVAL OF AGREEMENT AND EXHIBIT A BETWEEN THE COUNTY OF NEVADA AND THE COUNTY OF PLACER FOR THE PROVISION OF GOLD COUNTRY STAGE ROUTE 5 SERVICE FOR FISCAL YEAR 2009/2010

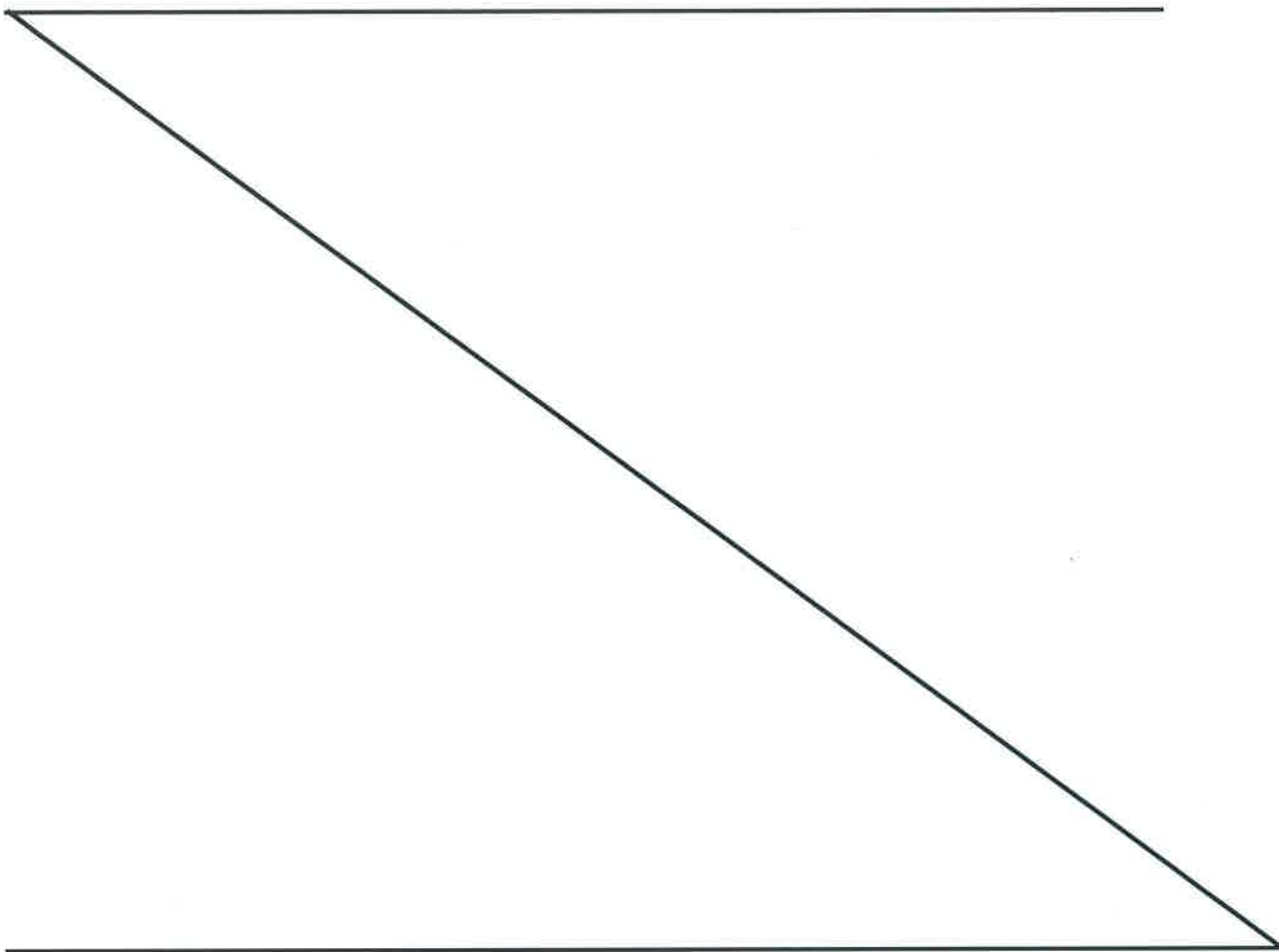
WHEREAS, Placer County and Nevada County have jointly sponsored Gold Country Stage Route 5 bus service between Grass Valley and Auburn for the past 17 years; and

WHEREAS, both parties agree that it is in their mutual interest to continue Route 5 service in Fiscal Year 2009/2010 in order to provide transit service connectivity on a regional basis; and

WHEREAS, the attached Agreement and Exhibit A have been negotiated to provide for the continuation of Route 5 service in Fiscal Year 2009/2010.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves the attached Agreement and Exhibit A between the County of Nevada and the County of Placer for the provision of Gold Country Stage Route 5 Service for Fiscal Year 2009/2010 in the amount of \$58,189.
2. Authorizes the Chair of the Board of Supervisors to execute the Agreement on behalf of the County of Nevada.
3. Authorizes the Auditor/Controller to deposit Placer County funds upon receipt into budget 4281-91003-707-1000/453200 Transit Contract Services.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of August, 2009, by the following vote of said Board:

Ayes: Supervisors Nate Beason, Ed Scofield,
John Spencer, Hank Weston & Ted S. Owens.

Noes: None.

ATTEST:

Absent: None.

CATHY R. THOMPSON
Clerk of the Board of Supervisors

Abstain: None.

By:

Hank Weston, Chair

DATE	COPIES SENT TO
8/13/09	Transit <i>12</i>
	A-C* (hold)
11/6/09	A-C*
	IGS*

**AN AGREEMENT FOR FIXED ROUTE TRANSIT SERVICES BETWEEN
THE COUNTY OF NEVADA AND THE COUNTY OF PLACER**

THIS AGREEMENT, made this 20th of October, by and between the County of Nevada, hereinafter called NEVADA, and the County of Placer, hereinafter called PLACER.

This AGREEMENT becomes effective upon approval of both parties. This AGREEMENT shall be automatically renewed each July 1, unless either of the parties to the AGREEMENT serve in writing, the other party a notice of termination. NEVADA shall have up to 180 days from the notice of termination to discontinue service. Upon termination, PLACER shall pay NEVADA for any and all services already rendered under this AGREEMENT within 10 working days.

RECITALS

WHEREAS, PLACER and NEVADA both operate transit systems that benefit residents and visitors in the western portion of both counties, and;

WHEREAS, PLACER and NEVADA wish to provide fixed-route limited stop transit service to, from, and between Auburn in Placer County and Grass Valley in Nevada County.

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

1. A. NEVADA shall provide one (1) twenty passenger transit bus in their operation of a fixed route transit service. NEVADA reserves the option of contracting the service to a private provider chosen in a competitive process. In the event NEVADA does so contract, NEVADA shall monitor and oversee the contractor on behalf of the parties to this agreement.
- B. NEVADA shall assume full responsibility for provision of the following: vehicle, maintenance, insurance, fuel, and operators to ensure a safe and reliable level of service.
- C. NEVADA shall carry such insurance as meets the County of Nevada requirements as established by the County of Nevada Risk Manager, but shall be a minimum of \$5,000,000. NEVADA shall provide PLACER proof of such coverage and confirmation that PLACER is named as an additional insured.
2. NEVADA shall provide service to the Auburn transfer station a total of six (6) round trips per weekday, five days per week (approximately 251 days) There shall be no service on Saturdays, Sundays or the following holidays: New Years Day, Presidents Day, Martin Luther King's Birthday Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day. Starting dates, ending dates, and periods of service may be changed by mutual agreement between PLACER and NEVADA.
3. A. NEVADA shall operate the transit service according to a pre-arranged schedule agreed to by and between PLACER and NEVADA. The bus shall stop for passengers at established bus stops in both counties along the route from Grass Valley to the Auburn transfer station.

- B. NEVADA's obligation for this transit service is subject to weather and traffic delays.
 - C. The determination of whether or not the bus is safe to operate will be solely that of NEVADA's transit personnel.
4. A. Operating Costs: In exchange for services identified in 2. of this AGREEMENT, PLACER agrees to pay NEVADA according to calculations detailed in the attached EXHIBIT A- Calculation of Transit Services Charges, for the fiscal year indicated, based on ridership, services hours, and service miles performed within PLACER.
- B. Notice of Annualized Costs. At least One Hundred and Twenty (120) days prior to the beginning of each fiscal year, NEVADA shall provide PLACER with a revised Exhibit A for the subsequent fiscal year. In the event that PLACER determines that any of these costs are excessive, it will notify NEVADA in writing within 10 days of what costs are considered excessive. NEVADA shall reply within 10 working days to the notice from PLACER. If NEVADA and PLACER cannot mutually agree on charges for the upcoming year, PLACER may provide written notice to terminate the agreement effective the beginning of the fiscal year for which charges cannot be mutually agreed upon.
- C. PLACER is a funding agent only, and is not responsible for operations, maintenance, or any other costs in excess of the amount set forth above for the proposed service, nor is it liable for any equipment or personnel costs not under its control.
5. NEVADA will invoice PLACER for one-half of the agreed amount upon execution of this agreement, and the other half on or about each December 30. Payment is due within 30 days of billing. Payment not received within 30 days is subject to a late charge of 1% per month, simple interest.
6. NEVADA shall collect and retain patron fares, paid per the current Gold Country Stage fare schedule, on the bus from passengers using the service. Daily revenue collected will be handled in the same manner as the remainder of the Gold Country Stage route system.
7. NEVADA and PLACER shall honor transfers from each other's system at no cost to patrons, with the exception of transfers to the Placer County Highway 49 Dial-A-Ride. NEVADA patrons may transfer at no cost onto PLACER'S Placer County Transit service, and PLACER patrons may transfer at no cost onto the NEVADA system. NEVADA patrons may transfer to PLACER'S Highway 49 Dial-A-Ride service at a rate established by PLACER consistent with PLACER'S adopted fare structure. Patrons of the Highway 49 Dial-A-Ride may transfer onto the NEVADA system at no cost.
8. NEVADA and PLACER shall advertise and disseminate information about the fixed-route limited stop transit service premised upon cooperation between the counties, the convenience of one-bus through service on Highway 49, the connection and destination

possibilities the route system provides, and the free transfer feature. Advertising by each party is a separate responsibility and is not to be included as part of the required payment.

9. PLACER and NEVADA shall provide transit terminals for passengers boarding and deboarding transit buses. PLACER shall provide and maintain the transit stops in Placer County, and NEVADA shall provide and maintain the transit stops in Nevada County. Subject locations are to be kept clear of automobiles and other obstructions, and shall be maintained in a condition that offers safety and convenience to transit passengers.
10. Each party shall indemnify and hold harmless the other party, its agents, officers, and employees against liability for injury or death to persons, or damage to property, caused by any act or omission of it or its agents, officers, or employees arising out of the performance of this contract by it.
11.
 - A. In the event of a default by either party affecting the provisions of service by failure to maintain property pick-up or drop-off sites, the other party may notify and request that the defaulting party rectify said default.
 - B. If said default is not remedied immediately, weather permitting, pick-up or drop-off services to the defaulting location shall be terminated until the default is rectified. The defaulting party shall remain fully liable for all costs and payments agreed to under this contract.
 - C. In the event of a default by either party for any other reason, the other party may notify the defaulting party in writing and request that the default be rectified within ten (10) days. If within ten days the default is not rectified, all services and/or payment due to the defaulting party may be terminated.
12. Notice shall be served by U.S. Mail or in person to the following:

PLACER COUNTY

Will Garner
Department of Public Works
3081 County Center Drive
Suite 200
Auburn, CA. 95603

NEVADA COUNTY

Susan Healy-Harman
Department of Public Works
Transit Services Division
950 Maidu Avenue
Nevada City, CA 95959-8600

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

COUNTY OF NEVADA

By: 
The Honorable Hank Weston
Chair, Board of Supervisors

Dated: 8-11-09

COUNTY OF PLACER

By: 
The Honorable
Chair, Board of Supervisors

Dated: 10-20-09

Contract No: _____

Contract No: 12822

ATTEST:

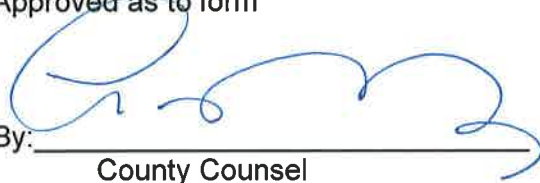
ATTEST:

By: 
Cathy R. Thompson
Clerk of the Board of Supervisors

By: 
Clerk of the Board of Supervisors

COUNTY COUNSEL
Approved as to form

COUNTY COUNSEL
Approved as to form:


By: 
County Counsel

By: 
County Counsel

RECOMMENDED FOR APPROVAL

By: 
Director Public Works

APPROVED AS TO FUNDS:

By: 
Auditor

**AN AGREEMENT FOR FIXED ROUTE TRANSIT SERVICES BETWEEN
THE COUNTY OF NEVADA AND THE COUNTY OF PLACER**

**EXHIBIT A
FY2009-10 Calculation of Transit Service Charges**

FY 2009-10 Route 5 Costs = \$284,544.

<u>FY2009-10 - Total Route 5 Cost: \$284,544</u>				
Basis of Cost Share	Weighting Factor	Weighted Cost	Placer County Share	Share to Placer County
Ridership	63%	\$179,263	27%	\$48,401.
Service Hours	6%	\$ 17,073.	17%	\$ 2,902.
Service Miles	11%	\$ 31,300.	22%	\$ 6,886.
			TOTAL	\$58,189.