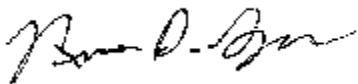


City of Calistoga

Staff Report

TO: Honorable Mayor and City Council
FROM: Olivia Lemen, Recreation Manager
DATE: April 17, 2012
SUBJECT: Consideration of a Memorandum of Understanding (MOU) between the Napa County Transportation and Planning Agency (NCTPA) and the City of Calistoga.

APPROVAL FOR FORWARDING:



Richard Spitler, City Manager

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ISSUE:

To consider a Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the Napa County Transportation and Planning Agency (NCTPA) and the City of Calistoga establishing the City's \$10,000 annual contribution to NCTPA for the operation of the Calistoga Shuttle.

RECOMMENDATION:

Adopt Resolution

BACKGROUND/DISCUSSION:

In February 2012, Tom Roberts of NCTPA presented the proposed changes to the Calistoga Handy Van, now called "Calistoga Shuttle". This presentation included the new busses, expanded hours and an expanded service area to include a few outlying areas.

The Calistoga Tourism Business Improvement District (TBID) has committed funds for this expanded service to encourage and enable visitor usage as well as continuing and expanding service for local residents. A separate MOU between the Calistoga TBID and the NCTPA will be executed to address the cost and expanded service requirements. This new service plan has since been approved by the NCTPA Board, along with the proposed MOU that is being presented to Council with this staff report.

The MOU would be in effect for 3 years and would end on June 30, 2015.

MOU with NCTPA

City Council Staff Report

April 17, 2012

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23 **FISCAL IMPACT:**

24 Previously, the City was responsible for covering 10% of the total service costs. This
25 was accomplished through the fare box fees collected by riders and general fund
26 monies budgeted. The general fund contribution from Calistoga has ranged from
27 \$8,000 to \$17,000 in the past 4 years and was dependent on the amount of fare box
28 collected to make up the difference. With the addition of the TBID funds, the City is no
29 longer required to meet the 10% and has come to an agreement with NCTPA to
30 contribute a flat \$10,000 per fiscal year.

31

32 **ATTACHMENTS:**

- 33 1. Draft Resolution
34 2. Draft MOU

35

RESOLUTION NO. 2012- XXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA
AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF
UNDERSTANDING WITH THE NAPA COUNTY TRANSPORTATION AND PLANNING
AGENCY ESTABLISHING THE CITY'S FINANCIAL CONTRIBUTION TO THE
OPERATION OF THE CALISTOGA SHUTTLE**

Authorizing Agreement No. XXX

WHEREAS, the Napa County Transportation and Planning Agency (NCTPA) operates the Calistoga Shuttle to provide local transportation for a fee; and

WHEREAS, the Napa County Transportation and Planning Agency has expanded services and schedules within the City of Calistoga's; and

WHEREAS, the provision of an on-demand transportation service in Calistoga will be beneficial to its residents and visitors; and

WHEREAS, the City of Calistoga agrees to pay NCTPA \$10,000 per year toward this expanded service for a three year time period.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Calistoga hereby authorizes the Mayor to execute the Memorandum of Understanding with the Napa County Transportation and Planning Agency establishing the City's annual \$10,000 contribution for the operation of the Calistoga Shuttle as set forth in Exhibit A to this resolution through June 30, 2015.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Calistoga at a regular meeting held this **17th day of April**, by the following vote:

AYES:

NOES:

ABSTAIN/ABSENT:

JACK GINGLES, Mayor

ATTEST:

AMANDA DAVIS, Deputy City Clerk

MEMORANDUM OF UNDERSTANDING

between



and

City of Calistoga

MEMORANDUM OF UNDERSTANDING
between
The Napa County Transportation and Planning Agency
and
City of Calistoga
Page 2

I. Preamble

This Memorandum of Understanding (hereinafter referred to as the "Agreement") is made and entered into this _____ day of _____, 2012, by and between the Napa County Transportation and Planning Agency a (hereinafter referred to as "NCTPA") and the City of Calistoga (hereinafter referred to as "City") and collectively referred to as the "Parties."

II. Recitals

WHEREAS, NCTPA through a prior agreement with the City has been providing transportation services formerly known as the Calistoga HandyVan (now Calistoga Shuttle) for residents of the City of Calistoga, California;

NOW, THEREFORE, the parties do hereby agree as follows:

III. Responsibilities' of the Parties

- A. The City shall remit \$833.33 monthly towards the operation of the Calistoga Shuttle;
- B. NCTPA shall manage and operate the Calistoga Shuttle to serve the general public of the City of Calistoga by providing no less than 2,400 in-service annual service hours on days and hours most responsive to public benefit and demand.

IV. Term of MOU

This MOU will become effective upon signatures of both parties and will terminate on June 30, 2015, unless amended, extended, or terminated pursuant to the terms of this MOU.

V. Indemnity

Each party hereto shall indemnify, defend and hold harmless the elected or appointed governing body, the agents, representatives, and employees of the other party hereto, from liability or claims of liability for damages to persons or property arising out of, or resulting from, any act or omission of the parties in the performance or failure to perform under action or activity contemplated, necessary, or authorized under this MOU.

MEMORANDUM OF UNDERSTANDING
between
The Napa County Transportation and Planning Agency
and
City of Calistoga
Page 3

VI. Termination

This MOU may be terminated as follows:

- A. By mutual agreement of the NCTPA and City upon such terms and conditions as may be agreed upon.
- B. By either party at any time without cause by delivering written notice to the other party at least 30 days in advance of the proposed date of termination.
- C. If the MOU is terminated pursuant to this Section, neither party may nullify obligations already incurred for performance of services prior to the date of notice or, unless specifically stated in the notice, required to be performed through the effective date of termination. Any notice of termination will incorporate necessary transition arrangements and will comply with all such arrangements.

VIII. Entire MOU

This MOU contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

IX. Applicable Law

The laws of the United States and the State of California will govern this MOU.

X. Modifications

No changes, amendments or alterations to this MOU will be effective unless in writing and signed by the parties.

IN WITNESS WHEREOF, NCTPA and City have executed this MOU on the _____ day of _____, 2012.

By: _____

Keith Caldwell, Board Chair
Napa County Transportation and Planning Agency

MEMORANDUM OF UNDERSTANDING
between
The Napa County Transportation and Planning Agency
and
City of Calistoga
Page 4

Approved as to Form

By: _____
Janice D. Killion, Agency Counsel

By: _____

Jack Gingles, Mayor
City of Calistoga

Approved as to form

By: _____
Michelle Kenyon, City Attorney