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2004 AUG 17 AM 8:19

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AGREEMENT #2004.188

(Title of Document)

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FILED

NO. 2004-188
Agreement Number P.T. 11-03
2004 AUG 15 AM 9:46

INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into the 20th day of NOVEMBER, 2003, by and between the Regional Transportation Commission of Washoe County (hereinafter "RTC"), the Carson Area Metropolitan Planning Organization (hereinafter "CAMPO"), and the Douglas County Board of Commissioners (hereinafter "COUNTY").

BARBARA REED
CLERK

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 RTC 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 RTC, CAMPO and COUNTY recognize the importance of providing intercity public transportation between the three counties to help promote economic growth and vitality;

WHEREAS, the purpose of the agreement is to describe the funding and administrative responsibilities of the RTC, CAMPO and COUNTY to provide intercity public transportation service (hereinafter, "INTERCITY SERVICE") between the three jurisdictions;

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

WHEREAS, the RTC, CAMPO and COUNTY are willing and able to perform the services described herein.

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

RTC AGREES:

1. To contribute Sixty and One Quarter Percent (60.25%) of the net annual operating costs of the INTERCITY SERVICE, not to exceed One Hundred Sixty-Six Thousand Dollars (\$166,000). The cost of operations will be re-evaluated on an annual basis and may be adjusted dependent on ridership counts and changes in service routes and/or service schedules.

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 Public transportation service.
4. To use its contractor, Transit Management of Washoe (dba Citifare), and its equipment, employees and agents, or another private contractor and its equipment, employees and agents, to operate the service.
5. To coordinate with CAMPO and COUNTY in establishing routes, schedules, headways, fares, bus stop locations and other passenger amenities.
6. To promote the sale of tickets and/or passes at its various outlets.
7. To provide monthly operating reports and other data, as requested, to CAMPO and COUNTY in order to comply with FTA requirements.
8. To submit invoices for reimbursement to the CAMPO and COUNTY, on a quarterly basis, not later than 30 days following the end of each quarter. Invoices will include all necessary documentation sufficient to allow the CAMPO and COUNTY 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 CAMPO and COUNTY, no later than March 1 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 CAMPO and COUNTY portion of the Public transportation service.

CAMPO AND COUNTY AGREE:

1. CAMPO to contribute Thirty Five and One Quarter Percent (35.25%) of the net annual operating costs of the public transportation service, not to exceed Ninety-Seven Thousand One Hundred Four Dollars (\$97,104). The cost of operations will be re-evaluated on an annual basis and may be adjusted dependent on ridership counts and changes in service routes and/or service schedule.
2. COUNTY to contribute Four and One Half Percent (4.5%) of the net annual operating costs of the INTERCITY SERVICE, not to exceed Twelve Thousand Three Hundred Ninety-Six Dollars (\$12,396). The cost of operations will be re-evaluated on an annual basis and may be

adjusted dependent on ridership counts and changes in service routes and/or service schedules.

3. To permit the RTC to manage and operate the INTERCITY SERVICE, including those of its contractors, in Douglas County.
4. To permit RTC to use its contractor, Transit Management of Washoe (dba Citifare), and its equipment, employees and agents or another private contractor, and its equipment, employees and agents, to operate the INTERCITY SERVICE.
5. To coordinate and cooperate with the RTC in the development of that portion of the INTERCITY SERVICE located within the boundaries of CAMPO, including the planning and implementation of service routes, schedules, bus stops and/or passenger shelter locations, policies and procedures for the INTERCITY SERVICE.
6. 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 RTC; said maintenance includes but is not limited to, litter removal and the cleaning of graffiti.
7. To provide outlets for the sale of tickets and/or passes for the INTERCITY SERVICE.
8. To reimburse the RTC within thirty (30) days of receipt of a proper invoice for its share of the net operating cost of the INTERCITY SERVICE. The net operating cost will consist of the COUNTY'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.

IT IS MUTUALLY AGREED:

1. That this Agreement becomes effective immediately upon its execution by the governing bodies of the participating entities.
2. That unless modified in a writing signed by both parties, this Agreement shall be automatically renewed for a one year period on July 1 each year hereafter.
3. That this Agreement may be amended by written agreement executed by the respective parties hereto.
4. That this Agreement may be terminated upon thirty (30) days written notice by any party without cause or sooner upon mutual written consent of all parties.
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 mailed 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 RTC:

Greg Krause, Executive Director
Regional Transportation Commission
2050 Villanova Drive
P. O. Box 30002
Reno, NV 89520
(775) 348-0400
Fax: (775) 324-3503

For the CAMPO:

John Flansberg, Transportation Manager
Carson Area Metropolitan Planning Organization
3303 Butti Way, Bldg #7
Carson City, NV 89701
(775) 887-2345
Fax: (775) 887-2221

For the COUNTY:

Dan Holler, County Manager
P.O. Box 218
Minden, NV 89423
(775) 782-9821
Fax: (775) 782-6255

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 out of any alleged negligent or willful acts or omissions of the 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 would otherwise exist as to any party or person described herein. The indemnifying party conditions this indemnification obligation upon receipt of written notice within thirty (30) days of the indemnified party's notice of claims or causes of action submitted in writing or set forth in a pleading filed in a court of appropriate jurisdiction. 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 parties.
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.

REGIONAL TRANSPORTATION COMMISSION
OF WASHOE COUNTY:

By 
David Aiazzi, Chairman
Dwight Dorch

APPROVED as to Legality and Form:

By 
A. Stanyan Peck, RTC Chief Legal Counsel

CARSON AREA METROPOLITAN PLANNING ORGANIZATION

By *Richard Staub*
Richard Staub, Chairman

APPROVED as to Legality and Form:

By *[Signature]*
Carson City Legal Counsel

DOUGLAS COUNTY

By *Kelly D. Kite*
Kelly Kite, Chairman

APPROVED as to Legality and Form:

By *[Signature]*
District Attorney

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: *August 15 2004*

B. Reed Clerk of the Judicial District Court of the State of Nevada, in and for the County of Douglas.

By *[Signature]* Deputy

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SEAL