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OFFICIAL RECORDS

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DC/SENIOR SERVICES

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 Of 11 Fee: \$ 0.00

Bk: 0813 Pg: 007



Deputy: sg

Assessor's Parcel Number: N/A

Date: JULY 31, 2013

Recording Requested By:

Name: TRAVIS LEE, SENIOR SERVICES

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

INTERLOCAL COOPERATIVE AGREEMENT #2013.160

(Title of Document)

This page added to provide additional information required by NRS 111 312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE TAHOE
TRANSPORTATION DISTRICT, DOUGLAS COUNTY AND THE CARSON
CITY REGIONAL TRANSPORTATION COMMISSION**

Regarding Implementation of Regular, Fixed Route, Commuter Express Public
Transit Services between Carson City, Nevada, the communities of Minden /
Gardnerville, Nevada, and South Lake Tahoe, California

THIS AGREEMENT is made and entered this 10th day of October, 2011, by
and between the Tahoe Transportation District, a special purpose district created
by Article IX of the Tahoe Regional Planning Compact, hereinafter referred to as
"TTD", the Carson City Regional Transportation Commission, hereinafter referred
to as "RTC", and Douglas County, for the purpose of defining agency roles,
responsibilities, and commitments in conjunction with the provision of regular,
fixed-route commuter express public transit service between South Lake Tahoe,
CA, Carson City, NV and Minden / Gardnerville, NV on the Highway 50, 207 and
395 corridors between the aforementioned communities.

WITNESSETH:

WHEREAS, Nevada Revised Statutes (NRS) 277.180(1) allows 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) includes the joint use or operation
of a system of public transportation;

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

1. Purpose of Agreement

The purpose of this Agreement is a cooperative operational arrangement
that will facilitate the provision of regularly scheduled, fixed-route,
commuter express intercity bus service between Carson City, Nevada,
and South Lake Tahoe, California; between South Lake Tahoe and
Minden / Gardnerville, Nevada; and between Carson City, Nevada and
Minden / Gardnerville, Nevada. The service will be open to the public for
all trip purposes and will be fully accessible to persons with disabilities.
The service start date is anticipated to be on or about October 1, 2011.


TED J. KHAN
CLERK

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FILED

2. Lead Agency

TTD is the lead agency for administration of the Project, and will be responsible for service contracting and compliance with all federal and state requirements, including reporting requirements pursuant to the National Transit Database. TTD shall indemnify, defend and hold Douglas County and the RTC, the officers and employees thereof, harmless from all costs, expenses, losses, liabilities, and judgments arising out of or caused by the acts or omission of TTD, its officers, agents, or employees solely in the performance of this Agreement. Douglas County and the RTC shall indemnify, defend and hold the TTD, its officers and employees, harmless from all costs, expenses, losses, liabilities, and judgments arising out of or caused by the acts or omission of Douglas County and the RTC, its officers, agents or employees, solely in the performance of this Agreement.

3. Service Contracting

TTD and its Contractor will be responsible for the operation and scheduling of the commuter services, provide for the legal operating authority and ensure that all requisite insurance provisions are met.

4. Service Plan

The bus service will operate five (5) days per week between either Fuji Park or the JAC Transfer Center in Carson City, Nevada, to the Ranchos in Gardnerville, Nevada; and seven (7) days per week between the Stateline Transit Center in South Lake Tahoe, California and the JAC Transfer Point in Downtown Carson City, Nevada; and between Lampe Park and the Stateline Transit Center in South Lake Tahoe, California. Stop locations will be determined in consultation with RTC and Douglas County staff, and will include connections to RTC INTERCITY, Douglas Area Rural Transit, ESTA, and JAC. Service will generally operate between 5:30 AM and 7:30 PM with 5 or 6 runs daily between Carson City and South Lake Tahoe; and Minden / Gardnerville and South Lake Tahoe; and 5 runs between Carson City and Minden / Gardnerville throughout the course of the day.

5. Funding

TTD shall be responsible for the funding of the commuter services described in the Service Plan. Nothing in this agreement is understood to preclude the RTC or Douglas County from future participation in the funding of the Service.

Funding Sources

The primary sources of funding for the Project will include FTA Section 5311 funds through NDOT and other local funds that TTD can allocate to the service.

6. Bus Equipment

The service will utilize ADA accessible vehicles suitable for freeway operations. TTD will provide all buses.

7. Bus Stops

Bus stops in Carson City will be installed, maintained and paid for by the RTC. Bus stops in Minden / Gardnerville will be installed, maintained and paid for with Federal funds available to Douglas County. All other bus stops will be installed, maintained and paid for by TTD.

8. Fares

TTD and its Board of Directors shall set the fare structure for this service. The fare structure will be a "zone" system, with a Tahoe Zone, a Carson City Zone and a Minden / Gardnerville Zone. Travel within a zone will require payment of the "local" fare and travel between zones payment of the "regional" fare. RTC and Douglas County shall accept BlueGO transfers as fare credit on JAC and DART routes. TTD shall accept JAC and DART transfers as fare credit on BlueGO routes.

9. Marketing

Marketing activities, promotional materials, printed schedules, etc., will be developed by TTD in consultation with RTC and Douglas County. RTC shall include this route information in its Route Map, Fares & Schedules brochure. The parties will work cooperatively to come up with a marketing strategy that maximizes ridership and effectiveness of the service. The service will be aggressively promoted by TTD, Douglas County and RTC.

10. Parking

RTC agrees to provide parking for up to three (3) BlueGO vehicles 35 ft. or less at the JAC Operations Office located at 3303 Butti Way, Bldg. 1. Designated BlueGO and TTD staff as well as authorized sub-contractors will be allowed access to BlueGO buses at this site for operations and minor maintenance purposes between the hours of 5:00 AM and 8:30 PM, 7 days per week. Douglas County agrees to provide parking for up to four (4) BlueGO buses at the Douglas County Transportation Yard located at 1112 Airport Rd., Bldg. C-2. Designated BlueGO and TTD staff as well as authorized sub-contractors will be allowed access to BlueGO buses at this

site for operations and minor maintenance purposes between the hours of 5:00 AM and 8:30 PM, 7 days per week.

11. Maintenance

TTD shall provide all major repairs and preventive maintenance functions on its vehicles at its maintenance facility in South Lake Tahoe.

Designated BlueGO staff as well as authorized sub-contractors may provide minor mechanical repairs – such as can be performed in a typical road call – at the RTC and Douglas County parking locations.

12. Effective Date

This Agreement becomes effective immediately upon its execution by the governing bodies of the participating entities.

This Agreement shall be automatically renewed for a one-year period on each anniversary date thereafter, unless one of the parties to the Agreement serves, by certified mail, on one or both of the other parties a written notice of termination sixty days (60) days prior to the date of expiration, in which event this Agreement shall terminate on the date of expiration.

13. Amendment

This Agreement may be amended by the written consent of all parties.

14. Termination

This Agreement may, by mutual consent, be terminated upon thirty (30) days written notice.

The continuation of this Agreement is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available to the RTC, Douglas County and/or TTD by the State Legislature, the FTA and/or any other source for the operation of the Service. The RTC, Douglas County or TTD may terminate this Agreement, and the RTC, Douglas County and/or TTD waive any and all claims for damages, effective immediately upon service of written notice, or any date specified therein, if for any reason one party's funding from state, federal and/or other sources for the operation of the Service is not appropriated or is withdrawn, limited or impaired.

15. Miscellaneous Provisions

A) In the event of any dispute arising under this Agreement as to performance, compensation, and the interpretation of satisfactory fulfillment of the terms of this Agreement, the forum for resolution of any such dispute shall be by binding arbitration in accordance with Nevada

Uniform Arbitration Act of 2000, NRS 38.206, *et seq.*, including rights to discovery. In such case, the arbitrator shall have both legal and equitable jurisdiction, and the arbitration award shall be final, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

B) This 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. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

C) All notices or other communications required or permitted to be given under this Agreement 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:

FOR RTC:

Shelly Aldean, Chair
ATTN: Patrick Pittenger, Transportation Manager
Carson City Regional Transportation Commission
3505 Butti Way
Carson City, NV 89701-3498
Phone: (775) 883-2355
Fax: (775) 888-2112
E-Mail: ppittenger@carson.org

FOR DOUGLAS COUNTY:

Michael Olson, Chairman
ATTN: Travis K. Lee
Senior Services & Public Transit
P.O. Box 218
Minden, NV 89423
Phone: 775-783-6455
Fax: 775-783-6457
tlee@co.douglas.nv.us

FOR TTD:

Carl Hasty, District Manager
ATTN: Carl Hasty
Tahoe Transportation District
P.O. Box 499
Zephyr Cove, NV 89448

Phone: (775) 589-5500
Fax: (775) 888-2112
E-Mail: chasty@tahoetransportation.org

D) The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. 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 Agreement.

E) No party shall be deemed to be in violation of this Agreement 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 Agreement after the intervening cause ceases.

F) 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 Agreement.

G) 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 a common law balancing of interests.

H) The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of this 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.

I) 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.

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

K) 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.

Remainder of Page Intentionally Blank.

Signature Page(s) Follows.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year first above written.

TAHOE TRANSPORTATION DISTRICT

By: Carl Hasty
Carl Hasty, District Manager

Approved as to Form:

By: Paul Taggart for
Paul Taggart, Legal Counsel

Attest:

By: Judi White for
Judi White, Executive Assistant

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

By: _____
Shelly Aldean, Chair

Approved as to Form:

By: _____
Neil A. Rombardo, District Attorney

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year first above written.

TAHOE TRANSPORTATION DISTRICT

By: _____

Carl Hasty, District Manager

Approved as to Form:

By: _____

Paul Taggart, Legal Counsel

Attest:

By: _____

Judi White, Executive Assistant

CARSON CITY REGIONAL TRANSPORTATION COMMISSION

By: 

Shelly Aldean, Chair

Approved as to Form:

By: 

Neil A. Rombardo, District Attorney

By: Michael A. Olson

Michael Olson, Chairman

Attest:

By: Ted Thran

Ted Thran, Clerk / Treasurer

BY: Juan Hernandez
CLERK TO THE BOARD

COPY

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: July 31, 2013

T. Thran Clerk of the 9th Judicial District Court of the State of Nevada, and for the County of Douglas.

By: David J. Fullock Deputy

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