

TRANSIT VEHICLE OPERATING PROCEDURE AGREEMENT

This TRANSIT VEHICLE OPERATING PROCEDURE AGREEMENT ("Agreement") is made and executed this ____ day of _____, 2010 by and among the City of Las Vegas, Nevada, a municipal corporation in the state of Nevada ("City"), the Regional Transportation Commission of Southern Nevada, a political subdivision in the State of Nevada ("RTC") and Fremont Street Experience Limited Liability Company, a Nevada limited liability company ("FSE"). The City, RTC and FSE are individually referred to herein as "Party" or collectively as "Parties."

RECITALS

WHEREAS, City and FSE entered into the Fremont Street Experience Project ("FSE Project") Development Agreement dated October 20, 1993; and the subsequent Amended and Restated Fremont Street Experience Project Development Agreement dated September 27, 1995, as amended on January 12, 1998, May 28, 1998, August 10, 1998 and December 16, 2009 (collectively the "CLV/FSE Agreement") with respect to the management of the FSE Project; and

WHEREAS, FSE operates a series of daily Viva Vision Light Shows ("Light Shows") that impact traffic operations along Casino Center Boulevard, including provisions for the temporary closure of Casino Center Boulevard during the Light Shows; and

WHEREAS, pursuant to the provisions of the CLV/FSE Agreement, the City retained the right and the responsibility for determining traffic patterns for Casino Center Boulevard; and

WHEREAS, RTC desire to implement a new transit service along Casino Center Boulevard, named the ACE Gold Line ("Ace"), within the City's public right-of-way; and

WHEREAS, RTC desires to operate the ACE during the Light Show subject to the Standard Operating Procedure ("SOP") described herein; and

WHEREAS, as a condition precedent to RTC operating the Ace, FSE and City shall review and approve the SOP; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. SOP, Version 1.0, attached hereto as Exhibit A and incorporated herein by this reference, developed by RTC and FSE, provides the procedure for ACE operations along Casino Center Boulevard.
2. Recognizing the need to make changes to SOP as field conditions warrant, SOP may be amended from time to time by mutual written agreement of the Parties. For City, the City's Public Works Director shall be the approving signatory of any amendments to the SOP. For the RTC, the RTC's General Manager shall be the approving signatory of any amendments to the SOP. For FSE, the President of the FSE shall be the approving signatory of any amendment to the SOP.

3. FSE shall notify the RTC, in writing, of any special events or changes in operations of the Light Show schedules which will impact Ace operations at least 48-hours in advance of such event or change. Written notice shall be given to the following person:

Cliff Galante, Manager of Fixed Route Services
600 S. Grand Central Parkway, Suite 350
Las Vegas, 89106
(702) 676-1500 Fax (702) 676-1518

4. RTC, subject to the limitations of Chapter 41 of the Nevada Revised Statutes, and FSE agrees to protect, indemnify, and hold City and their respective officers, employees and agents (collectively the "Indemnitees"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Indemnitees may suffer or which may be sought against or are recovered or obtainable from the Indemnitees, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of RTC and FSE or their respective officers, employees, contractors, subcontractors, agents, visitors, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, RTC and FSE or their respective officers, employees, contractors, subcontractors, agents, visitors, volunteers in the performance of this Agreement.

RTC and FSE expressly agrees, at its sole cost and expense, to defend the Indemnitees in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which RTC and FSE has agreed to indemnify the Indemnitees. If RTC and FSE fails so to do, the Indemnitees shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to RTC and FSE.

It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by The RTC and FSE from and against any and all claims.

The provisions of this Section 4 in no way alter the indemnification and insurance requirements contained the CLV/FSE Agreement.

5. City and FSE reserves the right to review the SOP implementation from time to time. If City or FSE determines that a safety concern is created by the SOP, City and FSE shall have the right to immediately request changes to the SOP and/or terminate Ace operations along Casino Center Boulevard during the Light Show until corrective measure are taken to eliminate the safety concern(s).

6. This Agreement may be terminated by any Party for any or no reason upon 30-day written notice.

7. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada.

8. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its

rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

9. This Agreement must be authorized, executed and delivered by the Parties to be effective. The effective date of this Agreement shall be the date when this Agreement has been signed by all Parties, the later date of execution being the effective date.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By: _____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM:

By: _____
Deputy City Attorney Date

**REGIONAL TRANSPORTATION COMMISSION
OF SOUTHERN NEVADA**

By: _____
Lawrence L. Brown III, Chairman

ATTEST:

By: _____
Toni Michener, Executive Assistant Date

APPROVED AS TO LEGALITY & FORM:

By: _____
Zev Kaplan Date

Transit Vehicle Operating Procedure Agreement signature page continued:

**FREMONT STREET EXPERIENCE
LIMITED LIABILITY COMPANY**

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT A

DRAFT STANDARD OPERATING PROCEDURE FOR TRANSIT VEHICLES CROSSING CASINO CENTER AT FREMONT STREET DURING FREMONT EXPERIENCE VIVA VISION SHOWS VERSION 1.0

Fremont Street Experience (“FSE”) Viva Vision Show times are scheduled once an hour beginning at dusk (6:00pm in Fall and Winter months and 8:00pm in the Spring and Summer months) and end at midnight. During certain times of the year the first show of the evening will occur on the half hour. The average duration of FSE light shows is approximately 7-15 minutes. Casino Center Blvd. which intersects FSE is closed during show times. The road can be closed for up to 20 minutes. Casino Center Blvd. is closed by FSE staff approximately two minutes before show-time. Vehicles traveling on Casino Center are instructed to re-route using designated signage located in the area or to conduct a legal U-turn on Casino Center to take an alternate route. Below are proposed standard operating procedures developed by staff from the RTC, Veolia Transportation, and FSE Security Personnel based on testing conducted during actual show-times on 2/10/10 and 2/12/10.

Coaches Traveling Northbound on Casino Center

Transit coaches will first serve ACE Gold line designated bus station located on Casino Center south of Fremont Street. After serving the stop, the transit coach will continue to proceed north on Casino Center by traveling in the designated center lane (furthest away from the sidewalk). During FSE show-times, Casino Center will be closed by FSE staff who will place a gate in the center of the roadway. If vehicles refuse to move by conducting a legal U-turn, the transit coach will be forced to wait in traffic until the show ends and the roadway reopens. This will cause a delay in service. FSE staff will encourage, but cannot require, motorists to conduct a legal U-turn to allow the transit coach to proceed to the gate.

If vehicles are not blocking the transit coach, the coach will proceed to the top of queue directly in front of the security gate. FSE staff will then move the gate to provide access for transit coach to proceed north. The gate will then be immediately moved back behind the coach to prevent other vehicles from passing through. The coach will then stop at the intersection of Casino Center and FSE to receive direction regardless if the traffic light is “green”. **The transit coach is PROHIBITED from crossing the intersection at FSE without escort by designated personnel or contrary to traffic control devices.**

To conduct the intersection crossing procedure during show-times three designated personnel will be used to escort the coach. Only one coach will be moved through the intersection at a time under the close supervision of three escorts. Two designated escorts will be utilized to block pedestrians from crossing the intersection by walking along each side of the transit coach. Another designated escort will walk approximately 10 feet in front of the coach near the front right corner to help prevent pedestrians from inadvertently walking in front of the transit coach while it is moving if they disregard pedestrian crossing signals. The transit coach will follow the instruction of the escorts and will abide by traffic controls for the intersection.

The procedure to cross the intersection in the center lane will only occur only on a green light at the beginning of the green signal phase to ensure that the vehicle crosses during the green phase. The transit

coach will then travel at a reduced speed of no greater than five mph to cross the intersection. The purpose of using the center lane is to provide additional space in the intersection in case a person inadvertently tries to cross the street while the vehicle is crossing. This will provide adequate room for a pedestrian to step back to the curb. Once through the intersection, the vehicle can continue on route normally without escort.

Coaches Traveling Southbound on Casino Center

During FSE show-times, Casino Center will be closed by FSE staff who will place a gate in the center of the roadway. If vehicles refuse to move by conducting a U-turn, the transit coach will be forced to wait in traffic until the show ends and the roadway reopens. This will cause a delay in service. If vehicles are not blocking the transit coach, the coach will proceed to the top of queue directly in front of the security gate.

FSE staff will then move the gate to provide access for transit coach to proceed south in the right lane nearest the sidewalk. The gate will then be immediately moved back behind the coach to prevent other vehicles from passing through. The coach will then serve the designated ACE Gold Line Southbound stop located in front of Binion's Casino, just north of the Fremont intersection. After alighting and boarding passengers at the designated stop, the transit coach will remain stopped at this location until receiving direction from designated escorts to assist the coach through Fremont Street during the light show, regardless if the traffic light is "green". **The transit coach is PROHIBITED from crossing the intersection at FSE without escort by designated personnel or contrary to traffic control devices.**

To conduct the intersection crossing procedure during show-times, three designated personnel will be used to escort the coach. Only one coach will be moved through the intersection at a time under the close supervision of three escorts. Two designated escorts will be utilized to block pedestrians from crossing the intersection by walking along each side of the transit coach. Another designated escort will walk approximately 10 feet in front of the coach near the front right corner to help prevent pedestrians from inadvertently walking in front of the transit coach while it is moving if they disregard pedestrian crossing signals. The transit coach will follow the instruction of the escorts and will abide by traffic controls.

The procedure to cross the intersection in the center lane will only occur on a green light at the beginning of the signal phase to ensure that the vehicle crosses during the green phase. The transit coach will then travel at a reduced speed of no greater than five mph to cross the intersection. The purpose of using the center lane is to provide additional space in the intersection in case a person inadvertently tries to cross the street while the vehicle is crossing. This will provide adequate room for a pedestrian to step back to the curb. Once through the intersection, the vehicle can continue on route normally without escort. To maintain acceptable on-time performance, southbound coaches will be granted priority over northbound coaches in crossing Fremont Street during show-times.