

INTERLOCAL AGREEMENT

AGENCY AGREEMENT FOR ELECTRIC BIKE PROGRAM

THIS INTERLOCAL AGREEMENT ("Agreement") is made on July 21, 2010, ("Effective Date") by and between the Regional Transportation Commission of Southern Nevada, hereinafter referred to as the "RTC," and the City of Las Vegas, a municipal corporation of the State of Nevada, whose address is 400 Stewart Avenue, Las Vegas, Nevada 89101, hereinafter referred to as "Agency."

WHEREAS, the RTC desires to promote sustainability and is instituting an electric bike program in the downtown Las Vegas area, to provide alternative transportation for local government employees by using RTC-owned electric bikes to maintain an ongoing interaction through direct contracts between agencies by traveling to and from meetings and events at other public facilities; and

WHEREAS, the Agency, desires to have its employees participate in the electric bike program during work hours; and

NOW THEREFORE, it is agreed:

ARTICLE I - SCOPE OF WORK

The parties shall perform their responsibilities as specified in attached Exhibit A, Scope of Work.

ARTICLE II - CONSIDERATION

Consideration by the RTC to the Agency:

- A. The RTC agrees to provide the electric bikes, and their maintenance, along with participant waivers.

Consideration by the Agency to the RTC:

- A. The Agency agrees to provide the applicable insurance and accept liability for its employees for their safety and the equipment.

ARTICLE III - TERM

The term of the agreement specified herein from the Effective Date to December 31, 2011.

ARTICLE IV - INDEMNIFICATION AND INSURANCE

Subject to the limitations of the law, including but not limited to Nevada Revised Statutes, Chapter 41, each party agrees to be solely responsible for the acts and/or omissions of its officers and its employees in the performance of this Agreement and the use of the electric bikes which are the subject of this Agreement.

The Agency, at its own expense, shall obtain and maintain for the duration of the Interlocal Agreement insurance for commercial general liability in the amount of \$1,000,000 per occurrence, auto liability in the amount of \$1,000,000 per occurrence, and workman's compensation insurance, showing the RTC as an additional insured.

The Agency will provide the RTC with certificates of insurance for the coverages listed above and endorsements establishing coverage required by this Interlocal Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer and licensed by the State of Nevada.

The insurance certificates supplied by the Agency must provide for a 30 day notice to the RTC before the implementation of a proposal to cancel the required insurance coverages. The notice requirement does not waive the insurance requirements contained therein. In addition, the Agency shall notify the RTC within 30 days of any reduction in coverage or limits.

Alternatively, the Agency may insure by self-insurance, which provides equivalent coverage as the above insurance provisions for the protection of the property. Notification shall be to the RTC if the Agency is exercising this alternative.

ARTICLE V - ASSIGNMENT

Assignment of this Interlocal Agreement is not permitted without the written mutual approval of the RTC and the Agency.

ARTICLE VI - TERMINATION

A. Convenience

1. For Convenience: This Interlocal Agreement may be terminated if both of the parties to the Interlocal Agreement agree to such early mutual termination.
2. For Convenience: The RTC may terminate this Agreement with 10 calendar days written notice to the Agency, which includes but is not limited to discontinuance of the electric bike program.
3. For Convenience: The Agency may terminate this Agreement with 10 calendar days written notice to the RTC.

B. Cause

1. For Cause: The RTC may, by 10 calendar days written notice to the Agency, terminate this Interlocal Agreement for any of the following reasons:

- A. The Agency does not provide insurance to its employees and/or does not reimburse the RTC for the repair or replacement of equipment damaged, lost or stolen.
- B. The Agency defaults in the substantial performance of any of its obligations under this Interlocal Agreement.

2. For Cause: The Agency may, by 10 calendar days written notice to the RTC, terminate this Interlocal Agreement for any of the following reasons:

- A. The RTC defaults in the substantial performance of any of its obligations under this Interlocal Agreement.

C. RTC Made Whole

1. Should this Interlocal Agreement be terminated for any reason, the Agency shall reimburse the RTC for the repair or replacement cost of an electric bike which has been damaged, lost or stolen, within 30 calendar days following the termination of the Interlocal Agreement.

ARTICLE VII - PROHIBITED INTEREST.

No member, officer, or employee of the Agency or the RTC during his or her tenure and for a period of one year thereafter shall have any interest, direct or indirect, in this Interlocal Agreement or the proceeds thereof.

ARTICLE VIII - DISCRIMINATION.

Pursuant to the Rehabilitation Act of 1973 (Public Law 93-112, 29 U.S.C. 790 et.seq.), as amended, the Agency will comply with all requirements of Section 504 of the Act and the USDOT regulation (49 CFR; Part 27 and 609) implementing the Act, which prohibits discrimination on the basis of disabilities. The Agency will comply with all requirements of the Americans with Disabilities Act of 1990 (Public Law 101-336, 104 U.S.C. 327, et.seq.).

The services and employment opportunities offered or furnished by the Agency shall be made available for all eligible persons without regard to race, color, creed, religion, sex, age, national origin, marital status, or disabilities. All personnel activities of the Agency shall be conducted in a manner, which will assure equal employment opportunity for all. Such activities will be based solely on individual merit and fitness of applicants and employees without regard

to race, color, creed, religion, sex, age, national origin, marital status, disabilities, political affiliation, or other non-merit factors.

ARTICLE IX - GENERAL CONDITIONS.

It is further agreed by and between the RTC and the Agency as follows:

- A. That in entering into this Interlocal Agreement, the Agency and/or its employees, agents, or representatives acquire no status, rights, or benefits as an employee of the RTC, it being expressly understood and agreed that the Agency shall perform all undertakings and professional services herein prescribed and contemplated as an independent contractor.
- B. That this Interlocal Agreement may not be enlarged, modified, or altered except by a written document, which is signed by the parties as an amendment hereto.
- C. That no waiver of any breach of this Interlocal Agreement shall be held or construed to be a waiver or any subsequent breach thereof.
- D. That it is expressly understood and agreed by the parties hereto that the only expenditures to be made by the RTC under and by virtue of this Interlocal Agreement shall be the charges and fees specifically provided herein.

ARTICLE X - NOTICES

Any and all notices, demands, or other communication required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served either personally or by facsimile transmission, or if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be serviced personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective address shown below, or such other address as either party may specify in writing to the other party in the manner described above:

AGENCY: Tom Perrigo
City of Las Vegas
Administrative Service Department
400 Stewart Avenue
Las Vegas, NV 89101

COPY TO: Marco Velotta
City of Las Vegas
Administrative Services Department
400 Stewart Avenue
Las Vegas, NV 89101

RTC: Regional Transportation Commission of Southern Nevada
Manager of Purchasing and Contracts
600 S. Grand Central Parkway, Suite 350
Las Vegas, NV 89106-4512

COPY TO: Regional Transportation Commission of Southern Nevada
Manager Planning
600 S. Grand Central Parkway, Suite 350
Las Vegas, NV 89106-4512

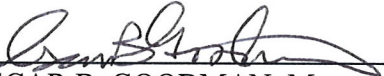
Any party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be provided to the escrow office, in the same manner as to the Parties.

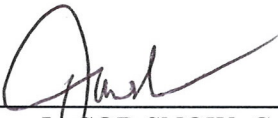
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IN WITNESS WHEREOF the parties hereto have caused this Interlocal Agreement to be executed on the year and date first herein above written.

CITY OF LAS VEGAS

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA

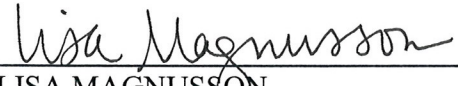
BY: 
OSCAR B. GOODMAN, Mayor

BY: 
JACOB SNOW, General Manager

ATTEST:

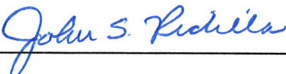
ATTEST:


BEVERLY K. BRIDGES, MMC
City Clerk


LISA MAGNUSSON
Executive Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY:  7/6/10
John S. Ridilla
Deputy City Attorney


ZEV KAPLAN, General Counsel

EXHIBIT A

SCOPE OF WORK

- A. The RTC is responsible to purchase, and provide maintenance for the electric bikes.

The RTC shall be responsible to develop a training video and skills test that each Agency's employee participant (Participant) will be required to complete before being able to participate in the program.

The RTC shall not be responsible for any lost or stolen personal items left on the bike by a Participant.

The RTC shall not be responsible for any injury or death to any Participant of the electric bike program.

The RTC shall host a blog where Participant experiences can be reported and modifications to the program made based on this input.

- B. The Agency recognizes that its participation in the electric bike program may involve risk of serious injury or death, and property damage to equipment and is responsible to provide general liability, auto liability and workers compensation insurance for its employees while using the electric bikes, whether there was negligence or not by its employees, the Agency and/or the RTC, or any other party. The Agency shall provide safety equipment as needed for its Participants.

The Agency shall be responsible to coordinate with the RTC and its Participants, for each Participant to attend the mandatory training video, and to test and pass a skills test prior to using the electric bikes.

The Agency shall be responsible to have each Participant in the program sign a Participant waiver of liability as provided by the RTC, and shall keep on file. At the RTC's request, Agency shall provide copies of Participant waivers of liability to the RTC.

The Agency shall be responsible for the correct storage of bike batteries which are not in use and/or being charged.

Agency shall be responsible for the safe and secure storage of the bikes while they are in the Agency's or its Participant's possession.

The Agency shall be responsible to reimburse the RTC for the repair or replacement cost of an electric bike which has been damaged, lost or stolen due to its employee's participation in the electric bike program.

The Agency shall be responsible to charge the bike battery(ies) and for the cost of electricity to charge the bike batteries.

The Agency is responsible to track each of its Participant's trips and report to the RTC its participation on a monthly basis.

The labor cost for training cyclists and Agency coordinators will be fully reimbursed at each person's hourly rate plus benefits cost percentage. The Agency requesting reimbursement for time spent training on the Electric Bike Program must submit on a quarterly basis (Oct-Dec, Jan-March, April-June, July-Sept) backup pay-stubs showing hourly rate and a report showing training time and dates. The social security number and other personal data should be marked out on the pay-stub copies. Once the training grant funding is exhausted, the RTC will notify participating Agencies they will no longer be reimbursed.