

INTERLOCAL AGREEMENT FOR BUS STOP SIGN INSTALLATION

THIS INTERLOCAL AGREEMENT made and entered into this 6th day of June, 2012, by and between the CITY OF BOULDER CITY, a municipal corporation and political subdivision of the State of Nevada;; the CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada;; the CITY OF LAS VEGAS, a municipal corporation and political subdivision of the State of Nevada;; the CITY OF MESQUITE, a municipal corporation and political subdivision of the State of Nevada;; the CITY OF NORTH LAS VEGAS, a municipal corporation and political subdivision of the State of Nevada, ; and the COUNTY OF CLARK, a political subdivision of the State of Nevada, ; hereinafter collectively referred to as “Member Entities”, and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as “RTC”.

W I T N E S S E T H

WHEREAS, the RTC has been enabled under Nevada Revised Statute 373 and 377A to operate a publicly funded transit system and engage in all matters incident to the management of said system; and,

WHEREAS, the RTC seeks to work with its Member Entities to locate, install and maintain bus stop signs, along with other related transit signage; and,

WHEREAS, changes and/or additions to RTC transit services or citizen concerns regarding bus stop placement may require the periodic addition, removal or relocation of bus stops; and,

WHEREAS, the Member Entities have requested that the location of bus stops and the installation of bus stop signs, pavement legends, and related transit signage be developed in a cooperative manner; and,

NOW, THEREFORE BE IT RESOLVED, that the RTC and the Member Entities hereby agree to the following:

1. The RTC agrees to locate and prepare a detailed description of the location of each bus stop within each Member Entity’s jurisdiction.
2. The RTC will work with each Member Entity to ensure that bus stop locations comply with all applicable local codes, state and federal laws.
3. Each Member Entity will assist in advising the RTC on potential traffic safety and additional issues related to the location of bus stops.
4. Each Member Entity will have final approval of the location of the bus stop and facilities, which approval may not be unreasonably withheld.
5. At the sole cost and expense of RTC, each Member Entity agrees to install and, as necessary, remove or replace bus stop signs and pavement legends, and install related “Buses Only” pavement legends and transit signage stating “Bus Stop”, “No Parking”,

“Buses Only” and “Bus Exempt” (hereinafter bus stop signs and related transit signage and pavement legends are referred to as “Signs”) at locations mutually agreed upon by the RTC and the Member Entity. The RTC agrees to provide Signs to each Member Entity. RTC also agrees to provide each entity thirty (30) calendar days notice for the Member Entity to conduct a new installation(s) of Signs at RTC’s sole cost and expense.

6. The RTC agrees to provide each Member Entity ten (10) business days notice for the Member Entity to conduct routine installation (installation of Sign on existing pole or placement of a Sign at an existing stop), removal or replacement of Signs, at RTC sole cost and expense.
7. In an emergency, each Member Entity agrees to install and, as necessary, remove or replace Signs, at RTC’s sole cost and expense, within 24 hours (four (4) business days if installation of pole is required) of notification by RTC at locations mutually agreed upon by the RTC and Member Entity. Emergency installations would not exceed ten (10) Signs in one work day. In the event the RTC requests that more than ten (10) Sign installations be done in one work day, the RTC will agree to reimburse the Member Entity for actual overtime and travel expenses. Overtime and travel must be shown separately on the work orders and are in addition to the payments outlined in Table 2, below.
8. In the event a Member Entity is unable to install Signs as provided in this agreement, the Member Entity shall notify the RTC it is unable to comply. The RTC may elect to install, remove or replace the Signs itself or hire a contractor, at RTC’s sole cost and expense, to install Signs once all necessary permits and reviews have been approved by the Member Entity.
9. Except for the overtime costs discussed in item 7 of this agreement, the RTC agrees to compensate each Member Entity for installation, removal or replacement of Signs based on actual documented costs, but not to exceed the amounts listed in Tables 1 and 3, below:

TABLE 1
SIGNS WITHIN TEN (10) BUSINESS DAYS (ROUTINE INSTALLATIONS)
SIGNS WITHIN THIRTY (30) CALENDAR DAYS (NEW INSTALLATIONS)

Location Type	Streetlight Pole/Existing Sign Post	New Sign Post
In Metropolitan Valley	\$133.00	\$200.00
Outlying Areas	\$140.00	\$220.00
Each Additional Sign Once in the Outlying Area	\$60.00	\$140.00

TABLE 2
SIGNS FOR EMERGENCIES WITHIN 24 HOURS

Location Type	Streetlight Pole/Existing Sign Post	New Sign Post
In Metropolitan Valley	\$182.00	\$260.00
Outlying Areas	\$250.00	\$340.00
Each Additional Sign Once in the Outlying Area	\$60.00	\$140.00

TABLE 3
REMOVAL OF SIGNS

Location Type	Streetlight Pole/Existing Sign Post	Sign Post
In Metropolitan Valley	\$5.00	\$40.00
Outlying Areas	\$155.00	\$190.00
Each Additional Sign Once in the Outlying Area	\$10.00	\$45.00

The above removal costs include band removal from streetlight poles, post/anchor removal and backfill, vehicle and equipment cost, man-hours for removal and overhead expenses for removing Signs.

RTC shall reimburse each Member Entity based on costs but not to exceed the amounts stated in Tables 1 and 3 for maintenance, removal or replacement of Signs, and in Table 2 for emergency installation, removal or replacement of Signs. RTC shall reimburse each Member Entity for its actual costs to install the "Buses Only" pavement legend in turnouts, not to exceed \$350. Nothing in this section shall prevent the RTC, at its own expense and at no cost or expense to the Member Entity, from replacing worn, damaged or obsolete Signs or erecting temporary Signs until a permanent Sign can be installed by the jurisdiction.

10. The Member Entities agree to abide by the RTC's Bus Stop Tracking System to ensure on-time performance of bus stop installations, replacements and maintenance.
11. A Member Entity shall submit an invoice detailing the number of installations, removals, relocations and amount of maintenance within ninety (90) calendar days of such work. The RTC agrees to compensate the Member Entity in accordance with this agreement and the work completed to the satisfaction of the RTC at the agreed upon reimbursement rate per Sign. The RTC will not compensate a Member Entity for the installation, maintenance, removal or replacement of a Sign at an incorrect location.
12. The RTC agrees to perform routine maintenance of all Signs, including replacing existing Signs with new Signs. The RTC may also remove existing Signs and mounting hardware from poles and posts, and, if there are no other Signs on the post, the RTC will also remove the post and patch any holes. RTC agrees to notify the Member Entity of each removal within ten (10) business days.
13. The term of this agreement will be for five (5) years from the date of enactment. Any and all changes will be agreed upon in writing and enacted by any Member Entity and the RTC.
14. Up to the limits established by law, each party shall be solely responsible for the liability, claims, actions, damages, attorney fees, losses, and expenses to the extent said liability, claims, actions, damages, attorney fees, losses, and expenses are solely caused by the negligence, errors, omissions recklessness or intentional misconduct of its officers, and employees..

IN WITNESS WHEREOF, this INTERLOCAL AGREEMENT is hereby executed as of the date first set forth below:

Date of Commission Action:

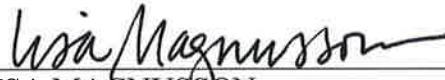
REGIONAL TRANSPORTATION COMMISSION

3/10/11



LAWRENCE L. BROWN, III
Chairman

Attest:



LISA MAGNUSSON
Executive Assistant

Approved as to Form:



ZEV KAPLAN
General Counsel

Date of City Council Action:

CITY OF LAS VEGAS

5/4/2011



OSCAR B. GOODMAN
Mayor

Attest:



BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to ~~Legality and~~ Form:



Deputy City Attorney

4/7/11

Date of City Council Action:

CITY OF NORTH LAS VEGAS

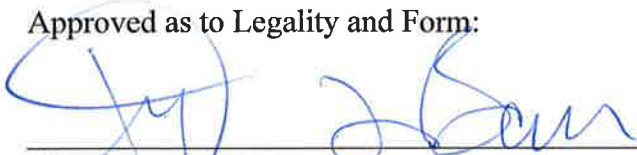
11/16/11


SHARI L. BUCK
Mayor

Attest:


KAREN L. STORMS, CMC
City Clerk

Approved as to Legality and Form:


City Attorney, Acting
Jeffrey F. Barr

Date of City Council Action:

CITY OF BOULDER CITY

01/10/2012


ROGER TOBLER
Mayor

Attest:


LORENE KRUMM
City Clerk

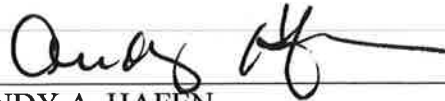
Approved as to Legality and Form:


City Attorney

Date of City Council Action:

CITY OF HENDERSON

4-3-12 CA-4



ANDY A. HAFEN
Mayor

Attest:


SABRINA MERCADANTE, CMC
City Clerk

Approved as to Legality and Form:


JOSH M. REID
City Attorney

Date of City Council Action:

CITY OF MESQUITE

May 8, 2012

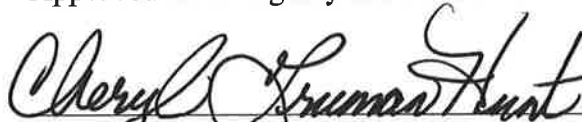


MARK WIER
Mayor

Attest:


CHERRY LAWSON
City Clerk

Approved as to ~~Legality and~~ Form:


CHERYL TRUMAN HUNT
City Attorney

Date of County Commission Action:

CLARK COUNTY

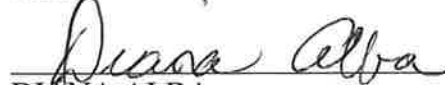
June 19, 2012



SUSAN BRAGER

Chair

Attest:



DIANA ALBA
County Clerk