

CBE 606403-22
INTERLOCAL AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
AND
CLARK COUNTY

This Interlocal Agreement (“**Agreement**”) is made and entered into this _____ day of _____ by and between the Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada, with offices at 600 S. Grand Central Parkway, Suite 350, Las Vegas, NV (“**RTC**”) and the Clark County, by and through CLARK COUNTY, a political subdivision of the State of Nevada, (“**Agency**”) and is made pursuant to the provisions of the Nevada Revised Statutes Chapter 277. Both RTC and Agency may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS

A. WHEREAS, pursuant to NRS 277.110, any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of NRS 277.080 to 277.180, inclusive;

B. WHEREAS, transportation congestion is growing within the Las Vegas Valley; and

C. WHEREAS, the RTC is authorized to own and operate a public mass transit system pursuant to NRS 277A.170; and

D. WHEREAS, the RTC does operate a public mass transit system to assist with the transportation needs of the community; and

E. WHEREAS, there is a need to efficiently distribute bus pass and transit guides to other entities including the Agency;

F. WHEREAS, the Agency is a government agency in the State of Nevada;

G. WHEREAS, the Agency and RTC desire to enter into a written agreement to establish their respective rights and obligations in establishing a process to distribute bus passes and transit guides to the Agency;

NOW, THEREFORE in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

AGREEMENT

1. TERM AND TERMINATION. Commencing from the date of execution of this Agreement, the term shall be for one (1) year. Thereafter, unless terminated pursuant to the provisions contained herein, the term of Agreement will automatically renew for a one (1) year term, not to exceed five (5) years from the date of execution. (“Term”).
 - a. Either Party may terminate this Agreement at any time, with or without cause, prior to its expiration with thirty (30) days written notice.
2. SCOPE OF AGREEMENT. The scope of work and/or services required by the Parties under this Agreement shall be as set forth in Exhibit A – Scope of Agreement, attached hereto and incorporated by reference.
3. COMPENSATION. To the extent any compensation will be due a Party hereunder, such compensation shall be made according to the terms as set forth in Exhibit B – Compensation, attached hereto and incorporated by reference.
4. CONTRACT DOCUMENTS. This Agreement and its Exhibits make up the Contract Documents for this Agreement. The Contract Documents form the entire agreement between the Parties.
5. STATUS OF PARTIES: INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of services pursuant to this Agreement. In the performance of such services, each Party shall at all times be an independent entity with respect to the other Party. Neither Party is an employee nor agent of the other Party. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties.
6. FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS. If necessary and applicable to this Agreement, where RTC is making payment to Agency, RTC may, at its discretion, conduct a fiscal monitoring of expenses by Agency at any time during the term of this Agreement. Agency will be notified in writing at least three (3) weeks prior to the visit outlining documents that must be available prior to RTC’s visit. The RTC shall notify Agency in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined to include, but not be limited to, Agency’s lack of adequate records, administrative findings, questioned costs, and costs recommended for disallowance. Agency will have the opportunity to address adverse findings in writing responding to any disagreement of adverse findings. RTC shall review disagreement issues, supporting documentation, and files and shall forward a decision to Agency in writing.

7. AUDIT REQUIREMENTS.

- a. Any payments made or received by RTC under this Agreement shall be subject to an audit and any payments shall be adjusted in accordance with said audit.
- b. Agency shall schedule an annual financial audit and shall submit a copy to RTC for review within six (6) months following the close of Agency's fiscal year. Failure to meet this requirement may result in loss of current funding, disqualification from consideration for further RTC administered funding and/or termination of this Agreement. This audit shall be made by an independent auditor in accordance with generally acceptable accounting principles. This requirement applies equally to any subcontractor of the Agency that receives a benefit under this Agreement. The Agency shall include this requirement in all its subcontractor agreements. Any subcontracts prepared by the Agency shall be furnished to RTC to ensure conformance with all requirements.
- c. Agency shall make appropriate corrections within six (6) months after receipt of an audit report to remedy any material weaknesses identified by the audit report. The RTC may withhold payment and/or services for non-correction of material weaknesses identified by the audit report in addition to its right to terminate this Agreement.

8. BOOKS AND RECORDS.

- a. Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three years, and for five years if any federal funds are used pursuant to this Agreement, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.
- b. Each Party shall, at all reasonable times, have access to the other Party's records, calculations, presentations, and reports produced under this Agreement for inspection and reproduction.

9. BREACH: REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for 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, and to a prevailing Party, the right to seek reasonable attorneys' fees and costs.

10. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
11. LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
12. FORCE MAJEURE. Neither 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, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. 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.
13. INSURANCE. The Parties shall, during the Term, maintain or participate in a self-insurance fund, or procure such insurance as may be required, in amounts which are in compliance with the laws of the State of Nevada and which are sufficient to cover any liability which could reasonably be anticipated with respect to the performance of this Agreement.
14. NON-DISCRIMINATION. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability or sexual orientation. The Parties likewise agree that they will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.
15. SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
16. PUBLIC RECORDS: CONFIDENTIALITY. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto, may be opened by the Parties for public inspection and copying. The Parties will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

17. PROPER AUTHORITY. 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 perform the services set forth in the documents incorporated herein.
18. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreements between the Parties regarding the subject matter hereof.
19. AMENDMENTS. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
20. GOVERNING LAW. 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, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this agreement.
21. DISPUTE RESOLUTION. The Parties hereto agree that any dispute arising under this Agreement will be determined through litigation in the District Courts of Nevada, located in Clark County, Nevada.
22. NO THIRD-PARTY BENEFICIARIES. The Parties do not intend to, and nothing contained in this Agreement shall, create any third party benefit or right to enforce the terms hereof in any party not named hereto.
23. NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery or by U.S. registered or certified mail, postage prepaid to the other Party at their address set out below:

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA
Bus Pass Vendor Sales
600 S. Grand Central Parkway
Las Vegas, NV 89106

Clark County
Purchasing and Contracts
500 South Grand Central Pkwy
Las Vegas, NV. 89155

[SIGNATURE PAGE FOLLOWS]

BY SIGNING BELOW, the Parties agree that they have read, understand, and agree to the conditions set forth herein and have caused their duly authorized representatives to execute this Agreement.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized representatives on the day and year first above written. This agreement supersedes and renders previous agreements between the AGENCY and the RTC null and void.

COUNTY OF CLARK

By: _____
JAMES B. GIBSON, CHAIR
Clark County Commissioners

Date: _____

ATTEST:

By: _____
LYNN MARIE GOYA
County Clerk

Date: _____

APPROVED AS TO FORM:
Steven Wolfson, District Attorney

By: *Elizabeth A. Vibert*
ELIZABETH A. VIBERT
Deputy District Attorney

Date: Mar 6, 2023

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

APPROVED:

By: _____
CHAIR
Board of Regional Transportation Commission of Southern Nevada

Date: _____

ATTEST:

By: _____
MARIN DUBOIS
Management Analyst

Date: _____

APPROVED AS TO FORM:

By: _____
DAVID CLYDE
Legal Counsel

Date: _____

Exhibit A

Scope of Agreement

Agency Responsibilities:

1. The Agency shall be responsible for submitting an order to the RTC when the Agency desires to purchase bus passes and/or transit guides from the RTC.
2. The Agency shall submit orders on a form provided by the RTC.
3. The Agency will establish an RTC account for billing purposes. The Agency will provide one point of contact for ordering and billing purposes. The Agency is required to notify RTC, either by confirmed FAX, mail or email, of any changes so that the information is kept up to date.
4. The Agency shall be responsible for and retain the risk of loss for all bus passes and transit guides delivered by the RTC to the Agency.
5. The Agency shall be responsible for remitting to the RTC all amounts invoiced by the RTC for bus pass and transit guide orders, with-in 30 (thirty) calendar days of the date on the invoice submitted to the Agency by the RTC. Failure to pay will result in the Agency account being placed on a temporary suspension until past due invoices are paid in full, mailed to the address on the invoice, and received by the RTC. The RTC may initiate collection proceedings through all available means and legal processes on unpaid balances. If the RTC initiates collection proceedings, the Agency shall be responsible for all costs, interest and attorney's fees accumulated by the RTC.
6. In the event that the Agency account becomes 60 (sixty), or more, calendar days past due, the RTC reserves the right to place the Agency account on a cash on delivery status for the remainder of the contract term, upon written notice.
7. The Agency shall adhere to the following rules of reduced fare validation:
 - a. All reduced fare customers must have a valid RTC Reduced Fare photo identification card, another U.S. transit system reduced fare photo identification card, a Clark County School District photo identification card, a RTC issued Veterans ID Card or a Medicare card in order to receive a reduced fare pass. **No other identification will be acceptable to purchase reduced fare passes.** Bus passengers may apply for the necessary reduced fare photo identification card from the RTC at the Bonneville Transportation Center or at the Administration Office.
 - b. Failure by the Agency to verify the proper reduced fare identification card may result in the RTC suspending the Agency from the reduced fare program.
 - c. If a Reduced Fare Pass is sold to a customer that does not have the correct Reduced Fare identification, **the Agency will be responsible for correcting the sale with the customer. Any loss of bus passes inventory due to the incorrect sale will be the responsibility of the Agency.**

RTC Responsibilities:

1. The RTC will ship RTC Transit bus passes via UPS, to the Agency point of contact.
2. The RTC shall be responsible for shipping the RTC bus passes and transit guides the Agency has ordered within ten (10) businesses days of receiving the Agency's order.
3. The RTC shall be responsible for providing, within seven days of receipt of delivery, a detailed invoice of bus passes and transit guides delivered informing the Agency of the amount due the RTC.
4. The RTC will notify the Agency, no less than 30 days in advance, of new bus passes or transit guides being offered for sale or any changes in prices for any bus passes or transit guides.

Exhibit B

Compensation

The Agency shall pay the RTC half price for each Full Fare 24 Hour Day Pass purchased. The Agency shall pay the RTC full price for all other types of bus passes purchased.

SAMPLE FORM:



**NON-PROFIT/GOVERNMENTAL AGENCY ORDER FORM
RTC FARE MEDIA**

Order Date: _____
Vendor Name: _____
Ship to Address: _____
City and Zip Code: _____
Telephone No.: _____
Fax No.: _____
Contact Person: _____
Email Address: _____

Please indicate the amount of each fare media type in space provided:

TYPE	QUANTITY		UNIT PRICE	TOTAL
30 Day Full Fare Passes		x	\$65.00 per pass	\$
30 Day Reduced Fare Passes		x	\$32.50 per pass	\$
Full Fare Day Passes		x	\$2.50 per pass	\$
15 Day Full Fare Passes		x	\$34.00 per pass	\$
15 Day Reduced Fare Passes		x	\$17.00 per pass	\$
			GRAND TOTAL	\$

Name (please print): _____

**To place your order Email to buspass@rtcsmv.com
or FAX to RTC Finance Department at (702) 676-1630
To check status of placed order email buspass@rtcsmv.com
or call the Bus Pass Hotline at (702) 676-1670**

****This form may be copied so that you will always have a blank form for future orders****

Thank you for your order.