

**Fourth Addendum to
SR 28 Corridor Operations and Maintenance Interlocal Agreement**

Tahoe Transportation District
and
Nevada Department of Transportation
and
Nevada Division of State Parks
and
Nevada Division of State Lands
and
Nevada Department of Public Safety- State Police
and
Washoe County Community Services Department
and
Incline Village General Improvement District
and
Carson City Parks and Recreation Department
and
Douglas County Parks and Recreation Department
and
Tahoe Regional Planning Agency

WHEREAS, the above referenced parties (referred to collectively herein as the “Parties” and individually as a “Party”) entered into a Interlocal Agreement dated August 1, 2015, for the purpose of collaboratively addressing operations and maintenance of the SR 28 corridor including the SR 28 Corridor Project, the Tahoe East Shore Trail, and other individual projects (hereinafter the "Original Agreement");

WHEREAS, the Original Agreement was amended by the First Addendum dated January 26, 2021, the Second Addendum dated October 11, 2021, and the Third Addendum dated October 10, 2023; the Original Agreement as amended by the First Addendum, the Second Addendum, and the Third Addendum shall be referred to herein as the “Agreement”;

WHEREAS, the Agreement authorizes each Party to assign, transfer or delegate its operations and maintenance responsibilities set forth in Exhibit B to the Agreement to other Parties upon written agreement of the Parties assuming said responsibilities and written notice to all other Parties to the Agreement (see Agreement, Art. II, par.2);

WHEREAS, the Agreement also authorizes Parties to agree to assume operations and

maintenance responsibilities in addition to those described in Exhibit B to the Agreement upon written notice to all other Parties (see Agreement, Art. II, par. 3);

WHEREAS, in furtherance of the SR 28 Corridor Project and the NV Stateline to Stateline Bikeway Project, the Tahoe Transportation District ("TTD") and Washoe County Community Services Department ("WC") wish to clarify maintenance responsibility for the Phase II North Trailhead Parking lot by WC and the authority of TTD to collect other revenue for same as provided for in the Agreement and to recognize the role of WC in providing contract services for the Rectangular Rapid Flashing Beacon and advance warning signs located at Chimney Beach pedestrian crosswalk in Washoe County;

WHEREAS, the first Addendum to the Agreement executed January 26, 2021, sets forth those additional operations and maintenance responsibilities which include TTD establishing, administering, operating and maintaining a parking management program and maintaining parking kiosks/meters in and around the "expanded parking near Ponderosa Ranch Road and SR 28" for the purpose of managing congestion and funding routine operations and maintenance and capital infrastructure maintenance;

WHEREAS, pursuant to the Interlocal Agreement NM790-19-015 entered into by TTD and the Nevada Department of Transportation ("NDOT") on May 14, 2020 NDOT agreed and consented to TTD installing, operating, maintaining, and collecting revenue from a parking management program, which includes the collection of parking fees from users of the expanded parking near Ponderosa Ranch Road;

WHEREAS, the Second Addendum to the Agreement executed October 11, 2021, clarified the authority of TTD to pay the Nevada Division of State Parks (NDSP) for their operations and maintenance responsibilities described in the Agreement, including routine maintenance of parking lots and bikeways as specified;

WHEREAS, the Third Addendum to the Agreement executed October 10, 2023 clarified that WC and NDSP have the authority to permit special events that may affect the operation of parking near Ponderosa Beach Road which could impact the parking revenues collected by TTD and the parking management program operated by TTD; and requires that WC and NDPS attempt to recover the cost of the lost parking revenue from the special event organizers by an available legal means including but not limited to imposing the payment of such costs as a condition of permit approval;

NOW THEREFORE, the Parties hereby agree to modify the Agreement by this Fourth Addendum to the Agreement as follows:

Section 1. The Agreement is here by modified with by repealing and replacing subsection A.6.

(Tahoe Transportation District) of section I (Incline Village to Sand Harbor) of Exhibit B (Operations and Maintenance Responsibilities) to read in its entirety as follows:

6. TTD will be responsible for the installation, administration, operation, maintenance and collection of revenue from a parking management program which includes the collection of parking fees from users of the approximate 90 spaces near Ponderosa Ranch Road and SR 28 and the adjacent approximately 38 spaces north of Sweetwater Road along SR 28. Said collection of parking fees may be accomplished through installation of parking kiosks/meters and other means to accommodate paid parking and the parking management program. It is agreed by TTD and WC that the term “other means”, may include but is not limited to Pay by Text, or other electronic means, TTD’s collection of lost meter revenue from special event organizers, or organizations, due to a special event that has been authorized by NDSP or WC on the Tahoe East Shore Trail which result in closing of the trail. Revenues received by “other means” will be handled in the same manner as other parking kiosk/meter revenue in the Parking Management Program.”

Section 2. Exhibit B (Operations and Maintenance Responsibilities) is amended by repealing and replacing subsections 6.,7, 8., and 9 and adding subsection 11 to section I (Incline Village to Sand Harbor), subsection C (Washoe County) with the following to read as follows:

6. Washoe County will operate and maintain one to four (1-4) bear-proof dumpsters at the expanded parking lots near Ponderosa Ranch Road and SR 28 and the adjacent approximately 38 spaces near Sweetwater Road along SR 28 from May 1 to October 15 of each year, and such operation and maintenance may be extended beyond that time frame should the budget and local weather allow.

7. Washoe County will operate and maintain three portable toilets and one ADA compliant portable toilet at the expanded parking near Ponderosa Ranch Road and SR 28 and the adjacent approximately 38 spaces near Sweetwater Road along SR 28 from May 1 to October 15 of each year and such operation and maintenance may be extended beyond that timeframe should the budget and local weather allow.

8. With the exception of the duties expressly assumed by NDSP, Washoe County will manage all routine maintenance of the expanded parking near Ponderosa Ranch Road and near Sweetwater Road and the bikeway from the north end of the parking lot to the southern boundary of Rocky Point Subdivision, i.e. the last subdivision in Incline Village prior to entering Lake Tahoe Nevada State Park. Funding for routine maintenance will be provided through programs such as parking meter revenues.

9. Washoe County will manage capital infrastructure maintenance for the expanded

parking near Ponderosa Ranch Road and north of Sweetwater Road and the bikeway/multiuse path from the north end of the Phase II 38-space parking lot to the southern boundary of Rocky Point Subdivision i.e. the last subdivision in Incline Village prior to entering into Nevada State Park. Funding for the capital infrastructure maintenance will be provided through programs such as the Tahoe Fund endowment and parking meter revenue.

11. Washoe County will manage the contract for the maintenance of the Rectangular Rapid Flashing Beacon and the advanced warning signs at Chimney Beach pedestrian crossing located within Washoe County. Funding for this contract will be provided through the parking meter revenue.

Section 3. Pursuant to paragraphs 2. and 3. of Article II of the Agreement, TTD shall provide notice of this Addendum by sending a copy of the Addendum to all Parties to the Agreement.

Section 4. This Addendum may be executed by counterparts, and the Parties hereto agree that this Addendum may be executed by electronic means, via electronic signature or digital signature.

WASHOE COUNTY

TAHOE TRANSPORTATION DISTRICT

Alexis Hill

James Marino

Chair, Board of County Commissioners

Executive Director

Date: _____

Date: 8-18-25

SR 28 Corridor
Operations and Maintenance
Interlocal Agreement

Tahoe Transportation District
and
Nevada Department of Transportation
and
Nevada Division of State Parks
and
Nevada Division of State Lands
and
Nevada Department of Public Safety-Highway Patrol
and
Washoe County Community Services Department
and
Incline Village General Improvement District
and
Carson City Parks & Recreation Department
and
Douglas County Parks & Recreation Department
and
Tahoe Regional Planning Agency

This Interlocal Agreement (this “Agreement”) is dated and effective August 1, 2015, by and between the Tahoe Transportation District (“TTD”); the Nevada Department of Transportation (“NDOT”); the Nevada Division of State Parks (“NDSP”); the Nevada Division of State Lands (“NDSL”); the Nevada Department of Public Safety-Highway Patrol (“NHP”); Washoe County and its Community Services Department (“Washoe County”); the Incline Village General Improvement District (“IVGID”); Carson City and its Parks & Recreation Department (“Carson City”); the Douglas County and its Parks & Recreation Department (“Douglas County”); and the Tahoe Regional Planning Agency (“TRPA”). Collectively, these agencies and organizations will hereinafter be referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties are public agencies under Nevada Revised Statutes (“NRS”) 277.100 and authorized to enter into cooperative agreement in accordance with NRS 277.080 to 277.110;

WHEREAS, NRS 277.180 authorizes 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 agreement is authorized by law to perform;

WHEREAS, the Parties recognize the need to combine the operations and maintenance approach for projects in the SR 28 corridor: the SR 28 Corridor Project, the NV Stateline to

Stateline Bikeway Project, and other individual projects (as combined, the “Corridor Project”), in the area shown in Exhibit A;

WHEREAS, combining the operations and maintenance approach for these projects will allow the Parties to engage in more effective and efficient efforts across jurisdictional boundaries and achieve the safety, environmental and transportation goals of the projects;

WHEREAS, some of the Parties entered into a Interlocal Agreement on May 11, 2007, to create a working group to develop agreements regarding planning, design and construction and management, operation and maintenance responsibilities for the bikeway;

WHEREAS, some of the Parties entered into the Nevada State Route 28 Corridor Management Plan Project Charter in June 2012, in which they agreed to develop the SR 28 Corridor Management Plan;

WHEREAS, the Corridor Management Plan was developed to define the vision, goals and objectives for the corridor and to provide a coordinated management strategy to guide the Parties, and was approved by the TTD Board of Directors on October 11, 2013;

WHEREAS, some of the Parties entered into a Federal Lands Access Program (“FLAP”) Project Memorandum of Agreement in December 2014 to set forth responsibilities regarding development and construction of Phase 1 of the Corridor Project in order to obligate FLAP funding;

WHEREAS, TTD has been successful in securing approximately \$23.9 million federal, state and local funding for the Corridor Project;

WHEREAS, The Parties each have unique roles, jurisdictions, missions, and goals, but there needs to be a coordinated approach to the operations and maintenance of existing and future facilities within the SR 28 corridor;

WHEREAS, an operations and maintenance agreement is required in order to receive FLAP and other funding for construction;

WHEREAS, this Agreement describes the operations and maintenance responsibilities for the projects identified in Exhibit B, and will be amended in the future to set forth operations and maintenance responsibilities for future projects; and

WHEREAS, the Parties now desire to create a Corridor Management Team (the “CMT”) comprised of representatives from each of the Parties to develop specific operating procedures and maintenance plans related to the implementation of the Corridor Project.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I – DUTIES AND RESPONSIBILITIES

1. The Parties will perform the operations and maintenance responsibilities described in Exhibit B for the projects described therein. Exhibit B shall be amended in the future to include operations and maintenance responsibilities for future projects.
2. The Parties will continue to provide planning information, meeting space and other support as needed (and within their respective budgets) for the Parties to attain their goal of a collaborative approach to planning, constructing, operating and maintaining facilities and services within the SR 28 corridor.
3. The CMT is hereby established to assist in implementing the Corridor Project. The Parties agree to provide one staff member to serve as a CMT representative, to attend bi-annual meetings, and to make recommendations to upper level staff and their governing boards regarding CMT activities.
4. At its first meeting, the CMT shall determine processes for reaching consensus and effective and efficient decision-making.
5. The CMT will work to:
 - a. Fulfill the operations and maintenance responsibilities set forth in this Agreement;
 - b. Amend this Agreement as necessary with regards to operations and maintenance responsibilities for future projects;
 - c. Assist in prioritizing the development and construction of projects;
 - d. Form partnerships to complete development and construction of projects,
 - e. Assist in submitting federal, state and local grant applications to fund projects ;
 - f. Assess continued challenges within the SR 28 corridor and look for opportunities to address those challenges; and
 - g. Provide recommendations to their governing bodies on how best to address those challenges;
 - h. Prioritize the need for capital infrastructure maintenance funding for projects;
 - i. Prepare a cumulative budget for capital maintenance funding in the SR 28 corridor and determine the appropriate Parties to submit grants and funding requests, including any requests to the Tahoe Fund; and
 - j. Identify and prioritize the need for grants and funding requests for future projects.
6. The CMT will provide recommendations to the TTD Board of Directors on any matter requiring action by the TTD Board of Directors in connection with the Corridor Management Plan.
7. TTD will continue to assist in developing and seeking funding sources for the implementation of the Corridor Project.
8. TRPA, in its role as the Tahoe Metropolitan Planning Organization, will continue to assist the Parties in providing long range multi-modal transportation planning information and survey and user monitoring information, including incorporating bikeway segments into monitoring protocol, as appropriate.
9. This approach does not preclude the Parties from individually performing their duties and responsibilities in the SR 28 corridor.

ARTICLE II - GENERAL PROVISIONS

1. This Agreement may only be terminated upon mutual written agreement of all of the Parties.
2. The Parties with operations and maintenance responsibilities described in Exhibit B may assign, transfer or delegate those responsibilities to other Parties upon written agreement of the Parties that will assume those responsibilities and written notice to all of the other Parties. Otherwise, none of the Parties shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of all of the other Parties.
3. The Parties may agree to assume operations and maintenance responsibilities in addition to those described in Exhibit B upon written notice to all of the other Parties. Otherwise, this Agreement shall not be modified, extended or amended without the prior written consent of all of the Parties.
4. The Parties agree to work cooperatively to avoid and resolve conflicts at the lowest level possible. The Parties share the following principles in the resolution of conflicts:
 - The efficient delivery of an effective, cost efficient quality project or program is the primary goal of all partnering agencies.
 - The Parties will focus on their common goals rather than differences.
 - Win/Win solutions to conflicts will be sought.
 - Differences of opinion are acceptable but are sought to be limited.
 - Timely, open and honest communication is the key to avoiding and resolving conflicts.
5. Decisions are to be made and conflicts are to be resolved at the lowest possible level. If disagreements arise and cannot be resolved at the staff level, the Parties will follow the following process:
 - **TTD:** TTD staff elevates unresolved conflicts to the TTD District Manager.
 - **NDOT:** NDOT staff elevates unresolved conflicts to the NDOT District II District Engineer and then to the Director.
 - **NDSP:** NDSP Park Supervisor elevates unresolved conflicts to the NDSP Administrator.
 - **NDSL:** NDSL staff elevates unresolved conflicts to the NDSL Administrator.
 - **NHP:** NHP staff elevates unresolved conflicts to the NHP Chief.
 - **Washoe County:** Washoe County Community Services Department staff elevates unresolved conflicts to the Washoe Community Services Department Director and then to County Manager.
 - **IVGID:** IVGID Public Works staff elevates unresolved conflicts to the Public Works Department Director and then to IVGID General Manager.
 - **Carson City:** Carson City staff elevates unresolved conflicts to the Carson City Parks & Recreation Director and then to City Manager.
 - **Douglas County:** Douglas County staff elevates unresolved conflicts to the Douglas County Community Services Department Director and then to County Manager.
 - **TRPA:** TRPA staff elevates unresolved conflicts with recommendations to the Executive Director.

If a solution is reached, the Parties will work to implement the solution. If a solution is not reached, it may cause delay in implementing solution(s), vendor contract(s),

program(s), construction contract(s) schedule(s) and/or jeopardize the timely use of available funding. All decisions and agreements regarding conflict resolution shall be documented fully and copies must be kept in the project files for all Parties.

6. 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 facsimile or email with simultaneous regular mailing by certified mail with return receipt requested and postage prepaid on the date posted, and addressed to the other party at the addresses set forth below:

TTD: Carl Hasty, District Manager
Tahoe Transportation District
cc: George Fink, Transit System Program Manager
P.O. Box 499
Zephyr Cove, NV 89448
128 Market Street, Suite 3-F
Stateline, NV 89449
Phone Number: (775) 589-5500
Fax: (775) 589-5283
E-mail: chasty@tahoetransportation.org;
gfink@tahoetransportation.org

NDOT: Rudy Malfabon, Director
Nevada Department of Transportation District 2
cc: Thor Dyson, District Engineer
310 Galletti Way
Sparks, NV 89431
Phone Number: (775) 834-8300
Fax:(775) 834-8390
E-mail: rmalfabon@dot.state.nv.us
tdyson@dot.state.nv.us

NDSP: Eric Johnson, Administrator
Nevada Division of State Parks
cc: Bob Mergell, Deputy Administrator
Jay Howard, Park Supervisor
901 S. Stewart Street Suite 5005
Carson City, NV 89701-5248
Phone Number: (775)684-2770
Fax: (775) 684-2777
E-mail: emjohnson@parks.nv.gov
rmergell@parks.nv.gov
jayattahoe@gmail.com

- NDSL: Charles Donohue, Administrator
Nevada Division of State Lands
cc: Elizabeth Harrison, Management Analyst
901 S. Stewart Street Suite 5003
Carson City, NV 89701-5246
Phone Number: (775)684-2720
Fax: (775)684-2721
E-mail: cdonohue@lands.nv.gov
eharrison@lands.nv.gov
- NHP: Colonel Dennis S. Osborn, Chief
Nevada Highway Patrol
cc: Chris Greb, Sargent (Tahoe)
Rob Stepien, Deputy Commander Personnel
625 Mt. Rose Hwy
Incline Village, NV 89451-9111
Phone Number: (775) 831-2404
Fax: (775) 831-1709
E-mail: dosborn@dps.state.nv.us
cgreb@dps.state.nv.us
rstepien@dps.state.nv.us
- Washoe County: John Slaughter, County Manager
Washoe County Community Services Department
cc: Dave Solaro, Director
Cheryl Surface, Parks Planner/Tahoe Team Coordinator
Adam Searcy, Roads Division Manager
PO Box 113000
Reno, NV 89520
Phone Number (775) 328-2019
E-mail: jslaughter@washoecounty.us
dsolaro@washoecounty.us
csurface@washoecounty.us
asearcy@washoecounty.us
- IVGID: Steven Pinkerton, General Manger
IVGID - Public Works Department
cc: Joe Pomroy, Public Works Director
Brad Johnson, Engineer
1220 Sweetwater Road
Incline Village, NV 89451
Phone Number (775) 832-1269
Fax: (775) 832-1260
E-mail: steven_pinkerton@ivgid.org
joe_pomroy@ivgid.org
brad_johnson@ivgid.org

Carson City: Nick Marano, City Manager
Carson City Parks & Recreation Department
cc: Roger Moellendorf, Director
Ann Bollinger, Open Space Administrator
3303 Butti Way Building #9
Carson City, NV 89701
Phone Number (775) 887-2262
Fax: (775) 887-2145
E-mail: nmarano@carson.org
rmoellendorf@carson.org
abollinger@carson.org

Douglas County: Jim Nichols, County Manager
Douglas County Community Services Department
cc: Scott Morgan, Director
1325 Waterloo Lane
Gardnerville, NV 89410
Phone Number: (775)782-9828
Fax: (775)782-5799
E-mail: lwerner@co.douglas.nv.us; smorgan@co.douglas.nv.us

TRPA: Joanne S. Marchetta, Executive Director
Tahoe Regional Planning Agency
cc: Nick Haven, Transportation Planning Manager
Brian Judge, Principal Environmental Specialist
P.O. Box 5310
Stateline, NV 89449
128 Market Street
Stateline, NV 89449
Phone Number: (775)588-4547
Fax: (775)588-4527
E-mail: jmarchetta@trpa.org
nhaven@trpa.org; bjudge@trpa.org

7. This instrument in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
8. The Parties their respective agencies, organizations and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives unless otherwise agreed. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
9. This Agreement is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, the Parties, their agencies, officers, or any other persons.
10. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents (written, electronic, computer related or

otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained.

11. 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 a public agency 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. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.
12. Pursuant to NRS Chapter 239, 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. 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.
13. This Agreement and the rights and obligations of the Parties shall be governed by, and construed according to, the laws of the State of Nevada. The Parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada, for the enforcement of this agreement.
14. This Agreement constitutes the entire agreement of the Parties and 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 expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.
15. The Parties do not intend by any of the provisions of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
16. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

IN WITNESS WHEREOF, the Parties have executed this Agreement in counterparts on the dates written below.

Tahoe Transportation District

DocuSigned by:

Carl Hastly

12F88DA28481480...
Carl Hastly, District Manager

Nevada Department of Transportation

DocuSigned by:

Ruby Mayhew

C4C7CE5CD584445...
Ruby Mayhew, District Manager

Nevada Division of State Parks

DocuSigned by:

Eric Johnson

1DFAF7718F794F1...
Eric Johnson, Administrator

Nevada Division of State Lands

DocuSigned by:

Charles Donohue

C09AA98CBA2E439...
Charles Donohue, Administrator

Nevada Department of Public Safety-Highway Patrol

DocuSigned by:

Dennis Osborn

CF1F12F79B1A408...
Dennis Osborn, Chief

Washoe County

ATTEST: _____
County Clerk

DocuSigned by:

Marsha Berkbigler

005DC4CF1F26495...
Marsha Berkbigler, Chair
Board of County Commissioners

IN WITNESS WHEREOF, the Parties have executed this Agreement in counterparts on the dates written below.

Tahoe Transportation District

Carl Hasty, District Manager

Nevada Department of Transportation

Rudy Malfabon, Director

Nevada Division of State Parks

Eric M. Johnson, Administrator

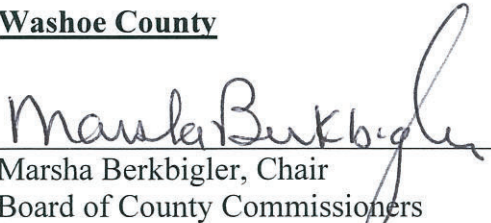
Nevada Division of State Lands

Charles Donohue, Administrator

Nevada Department of Public Safety-Highway Patrol

Dennis Osborn, Chief

Washoe County



Marsha Berkbigler, Chair
Board of County Commissioners

ATTEST: 

County Clerk



Incline Village General Improvement District

Reviewed as to Form:

DocuSigned by:
Steven Pinkerton
DBBF63B8840A423... General Manager

DocuSigned by:
Demon T. Reese
BA3337A43A8D408... General Counsel

Agreed to:

By Not required for execution
Jim Smith, Chairman
Board of Trustees

By Not required for execution
Secretary

Carson City

ATTEST: _____
Clerk-recorder

Robert L. Crowell, Mayor
Of Carson City

Douglas County

ATTEST: _____
County Clerk

DocuSigned by:
Doug Robinson
8D9FA6F632D2403... Robinson, Chairman
Board of County Commissioners

Tahoe Regional Planning Agency

Joanne S. Marchetta, Executive Director

Incline Village General Improvement District

Reviewed as to Form:

By _____
Steven J. Pinkerton, General Manager


By _____
Devon T. Reese, General Counsel

Agreed to:

By _____
Jim Smith, Chairman
Board of Trustees

By _____
Secretary

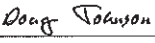
Carson City


Robert L. Crowell, Mayor
Of Carson City

ATTEST: 
Clerk-recorder

Douglas County

ATTEST: _____
County Clerk

DocuSigned by:

Doug N. Johnson, Chairman
Board of County Commissioners

Tahoe Regional Planning Agency

Joanne S. Marchetta, Executive Director

Incline Village General Improvement District

Reviewed as to Form:

By _____
Steven J. Pinkerton, General Manager

By _____
Devon T. Reese, General Counsel

Agreed to:

By _____
Jim Smith, Chairman
Board of Trustees

By _____
Secretary

Carson City

ATTEST: _____
Clerk-recorder

Robert L. Crowell, Mayor
Of Carson City

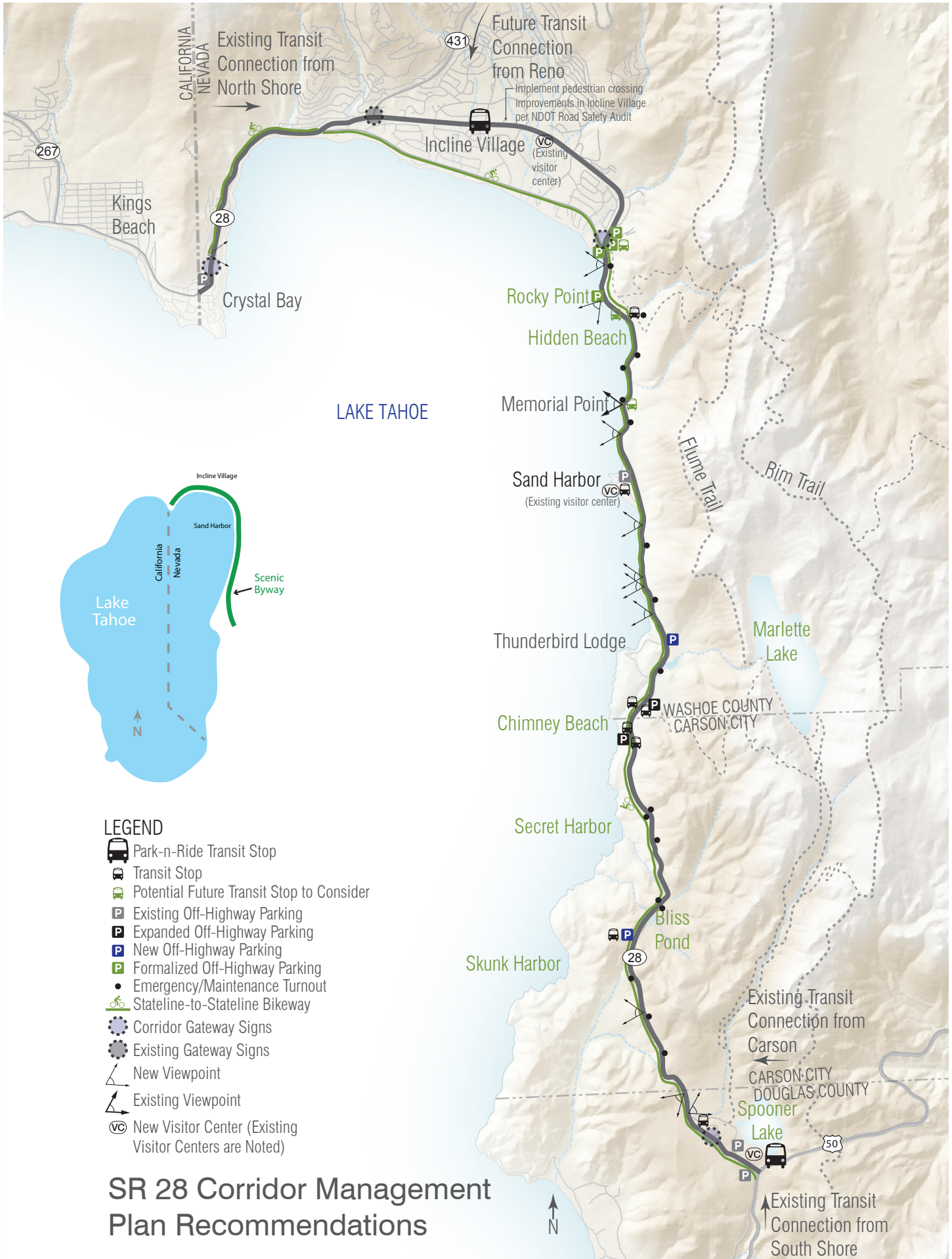
Douglas County

ATTEST: Kathy Lewis
County Clerk

Doug N. Johnson
Doug N. Johnson, Chairman
Board of County Commissioners

Tahoe Regional Planning Agency

JSMarchetta
Joanne S. Marchetta, Executive Director



LEGEND

- Park-n-Ride Transit Stop
- Transit Stop
- Potential Future Transit Stop to Consider
- Existing Off-Highway Parking
- Expanded Off-Highway Parking
- New Off-Highway Parking
- Formalized Off-Highway Parking
- Emergency/Maintenance Turnout
- Stateline-to-Stateline Bikeway
- Corridor Gateway Signs
- Existing Gateway Signs
- New Viewpoint
- Existing Viewpoint
- New Visitor Center (Existing Visitor Centers are Noted)

SR 28 Corridor Management Plan Recommendations

Exhibit B

Operations and Maintenance Responsibilities

I. Incline Village to Sand Harbor

A. Tahoe Transportation District

1. TTD will continue applying for federal, state and local funding for transit services within the SR 28 corridor. Currently, 60% of the total cost of the service comes from federal funding with a required match of 40% of the total cost of the service coming from state or local sources. Transit service is critical to meet the peak-season ridership demand in the SR 28 corridor from approximately June 15 until Labor Day.
2. TTD will operate and maintain the busses, bus shelters or benches and bus information signs for the transit service as long as federal, state and local funding is available.
3. TTD will continue seeking annual agreement with Washoe County School District for intercept lots in Incline Village and will assist in the planning efforts to provide permanent intercept lots in Incline Village and near the intersection of SR 28 and US Highway 50.
4. TTD will be responsible for the management of the grants, fee collection and fiscal compliance for the transit service.
5. TTD will provide any routine survey information on transit services or visitor experience to the Parties.

B. Nevada Department of Transportation

1. NDOT will operate and maintain all improvements within the SR 28 right-of-way and other property owned by NDOT, with the exception of the expanded parking near Ponderosa Ranch Road and the bikeway.

C. Washoe County

1. Washoe County will sweep the expanded parking near Ponderosa Ranch Road once at the beginning of each summer season.
2. Washoe County will sweep the bikeway twice each summer season (once at the beginning of the season and again during peak summer season) from Sweetwater Drive to Sand Harbor.
3. Washoe County will pump the water quality vaults located at the expanded parking near Ponderosa Ranch Road.
4. Washoe County will maintain the parking lot signs at the expanded parking near Ponderosa Ranch Road.

5. Washoe County will provide dog waste bags for NDSP to stock at the expanded parking near Ponderosa Ranch Road.
6. Washoe County will operate and maintain 1-2 dumpsters at the expanded parking near Ponderosa Ranch Road from May 1st to Oct 15th of each year. The 2nd dumpster may only be needed during peak season July 1st - Labor Day. The dumpster(s) will be bear proof.
7. Washoe County will operate and maintain 1-2 ADA portable toilets at the expanded parking near Ponderosa Ranch Road from May 1st to Oct. 15th of each year. The 2nd portable toilet may only be necessary during peak season July 1st - Labor Day.
8. With the exception of the duties expressly assumed by NDSP, Washoe County will manage all routine maintenance of the expanded parking near Ponderosa Ranch Road and the bikeway from Sweetwater Drive to the southern boundary of Rocky Point Subdivision, i.e. the last subdivision in Incline Village prior to entering Lake Tahoe Nevada State Park. Funding for routine maintenance will be provided through programs such as parking meter revenues.
9. Washoe County will manage capital infrastructure maintenance for the expanded parking near Ponderosa Ranch Road and the bikeway from Sweetwater Drive to the southern boundary of Rocky Point Subdivision, i.e. the last subdivision in Incline Village prior to entering Lake Tahoe Nevada State Park. Funding for capital infrastructure maintenance will be provided through programs such as the Tahoe Fund endowment and parking meter revenues.

D. Nevada Division of State Parks

1. NDSP will allow transit access to Sand Harbor. Transit access is currently allowed through the south entrance gate. NDSP is responsible for operation and maintenance of the entrance gate.
2. NDSP will operate and maintain the parking area near Rocky Point and Hidden Beach.
3. NDSP will provide litter patrol at the expanded parking near Ponderosa Ranch Road and along the bikeway from Sweetwater Drive to Sand Harbor.
4. NDSP will stock dog waste bags provided by Washoe County at the expanded parking near Ponderosa Ranch Road.
5. If NDSP requests that a sign be installed on the bikeway at the expanded parking near Ponderosa Ranch Road to indicate whether or not Sand Harbor beaches are full, then NDSP will operate the sign in the same way that it currently operates its sign on the highway for motorist parking.
6. With the exception of the duties expressly assumed by Washoe County, NDSP will manage all routine maintenance of the parking lots and bikeway within Lake Tahoe Nevada State Park. Funding for routine maintenance will be provided through programs such as parking meter revenues.

7. NDSP will manage capital infrastructure maintenance for the parking lots and bikeway within Lake Tahoe Nevada State Park. Funding for capital infrastructure maintenance will be provided through programs such as the Tahoe Fund endowment and parking meter revenues.

E. Nevada Highway Patrol

1. NHP will continue to assist in enforcement of the “No Parking Zones” and illegal shoulder parking along SR 28, within its Lake Tahoe operating procedures, and provide feedback to the CMT on the effectiveness of implemented Corridor Project solutions such as expanded “No Parking Zones.”

II. Sand Harbor to Secret Harbor

[To be determined]

III. Secret Harbor to US 50 Spooner Lake

[To be determined]

IV. Crystal Bay to Incline Village

[To be determined]

**First Addendum to
SR 28 Corridor Operations and Maintenance Interlocal Agreement**

Tahoe Transportation District
And
Nevada Department of Transportation
And
Nevada Division of State Parks
And
Nevada Division of State Lands
And
Nevada Department of Public Safety-Highway Patrol
And
Washoe County Community Services Department
And
Incline Village General Improvement District
And
Carson City Parks and Recreation Department
And
Douglas County Parks and Recreation Department
And
Tahoe Regional Planning Agency

WHEREAS, the above referenced parties entered into an Interlocal Agreement dated August 1, 2015 for the purpose of collaboratively addressing operations and maintenance of the SR 28 corridor including the SR 28 Corridor Project, the Tahoe East Shore Trail and other individual projects (hereinafter the “Agreement”);

WHEREAS, the Agreement authorizes each party to assign, transfer or delegate its responsibilities set forth in the Agreement to other parties upon written agreement of the parties assuming said responsibilities and written notice to all other parties to the agreement (see Agreement, Art. II, par. 2);

WHEREAS, the Agreement also authorizes Parties to agree to assume operations and maintenance responsibilities in addition to those described in the Agreement upon written notice to all Parties (see Agreement, Art. II, par. 3);

WHEREAS, in furtherance of the SR 28 Corridor Project and the NV Stateline to Stateline Bikeway Project, the Tahoe Transportation District (“TTD”) wishes to assume additional operations and maintenance responsibilities in addition to those described in the Agreement;

WHEREAS, this first Addendum to the Agreement sets forth those additional operations and maintenance responsibilities which include TTD establishing, administering, operating and maintaining a parking management program and maintaining parking kiosks/meters in and around the “expanded parking near Ponderosa Ranch Road and SR 28” (as that term is more

specifically described in the Agreement) for the purpose of managing congestion and funding routine operations and maintenance and capital infrastructure maintenance; and

WHEREAS, Washoe County (County) is willing to assume additional operations and maintenance responsibilities in addition to those described in the Agreement. The County may extend its operation and maintenance of bear-proof trash receptacles and ADA compliant portable restrooms at the parking area near Ponderosa Ranch Road and SR 28 so as to serve patrons of said parking area. Services can be extended beyond the May 1 to October 15 timeframe set forth in the Agreement;

WHEREAS, pursuant to that Interlocal Agreement NM790-19-015 entered into by TTD and the Nevada Department of Transportation (“NDOT”) on May 14, 2020, NDOT has agreed and consented to TTD installing, operating, maintaining, and collecting revenue from a parking management program, which includes the collection of parking fees from users of the expanded parking near Ponderosa Ranch Road.

NOW THEREFORE, the County and TTD hereby agree to modify the Agreement by this First Addendum to the Agreement as follows:

Section 1. The Agreement is hereby modified by adding a subsection 6 to subsection A (Tahoe Transportation District) of section I (Incline Village to Sand Harbor) of Exhibit B (Operations and Maintenance Responsibilities) as follows:

6. TTD will be responsible for the installation, administration, operation, maintenance, and collection of revenue from a parking management program which includes the collection of parking fees from users of the “expanded parking near Ponderosa Ranch Road and SR 28.” Said collection of parking fees may be accomplished through installation of parking kiosks/meters and other means to accommodate paid parking and the parking management program.

Section 2. The Agreement is hereby modified by repealing and replacing subsections 6 and 7 of subsection C (Washoe County) of section I (Incline Village to Sand Harbor) of Exhibit B (Operations and Maintenance Responsibilities) to read in their entirety as follows:

6. Washoe County will operate and maintain one to two (1-2) bear-proof dumpsters at the expanded parking near Ponderosa Ranch Road and SR 28 from May 1 to October 15 of each year, and such operation and maintenance may be extended beyond that timeframe should the budget and local weather allow.

7. Washoe County will operate and maintain one to two (1-2) ADA compliant portable toilets at the expanded parking near Ponderosa Ranch Road and SR 28 from May 1 to October 15 of each year, and such operation and maintenance may be extended beyond that timeframe should the budget and local weather allow.


Section 3. Pursuant to paragraph 2 of Article II of the Agreement, TTD shall provide notice of this Addendum by sending a copy of the Addendum to all Parties to the Agreement.

WASHOE COUNTY:


Chair
Board of County Commissioners

Date: 1-26-21

TAHOE TRANSPORTATION DISTRICT:


Carl Hasty
District Manager

Date: December 28, 2020

**Second Addendum to
SR 28 Corridor Operations and Maintenance Interlocal Agreement**

Tahoe Transportation District
And
Nevada Department of Transportation
And
Nevada Division of State Parks
And
Nevada Division of State Lands
And Nevada Department of Public Safety-Highway Patrol
And
Washoe County Community Services Department
And
Incline Village General Improvement District
And
Carson City Parks and Recreation Department
And
Douglas County Parks and Recreation Department
And
Tahoe Regional Planning Agency

WHEREAS, the above referenced parties entered into an Interlocal Agreement dated August 1, 2015 for the purpose of collaboratively addressing operations and maintenance of the SR 28 corridor including the SR 28 Corridor Project, the Tahoe East Shore Trail and other individual projects (hereinafter the “Agreement”);

WHEREAS, the Agreement authorizes each party to assign, transfer or delegate its responsibilities set forth in the Agreement to other parties upon written agreement of the parties assuming said responsibilities and written notice to all other parties to the agreement (see Agreement, Art. II, par. 2);

WHEREAS, the Agreement also authorizes Parties to agree to assume operations and maintenance responsibilities in addition to those described in the Agreement upon written notice to all Parties (see Agreement, Art. II, par. 3);

WHEREAS, in furtherance of the SR 28 Corridor Project and the NV Stateline to Stateline Bikeway Project, the Tahoe Transportation District (“TTD”) and the Nevada Division of State Parks (NDSP) wish to clarify the authority of TTD to pay NDSP for their operations and maintenance responsibilities described in the agreement or additional annual tasks as agreed to in writing by TTD and NDSP:

WHEREAS, this first Addendum to the Agreement sets forth those additional operations and maintenance responsibilities which include TTD establishing, administering, collecting revenue, operating and maintaining a parking management program and maintain parking kiosks/meters

in and around the “expanded parking near Ponderosa Ranch Road and SR 28” (as that term is more specifically described in the Agreement) for the purpose of managing congestion and funding routine operations and maintenance and capital infrastructure maintenance; and

WHEREAS, pursuant to that Interlocal Agreement entered into by TTD and the Nevada Department of Transportation (“NDOT”) on May 14, 2020, NDOT has agreed and consented to TTD installing, operating, maintaining, and collecting revenue from a parking management program which includes the collection of parking fees from users of the expanded parking near Ponderosa Ranch Road.

NOW THEREFORE, the Parties hereby agree to modify the Agreement by this Second Addendum to the Agreement as follows:

Section 1. The Agreement is hereby modified by adding a subsection 7 to subsection A (Tahoe Transportation District) of section I (Incline Village to San Harbor) of Exhibit B (Operations and Maintenance Responsibilities) as follows:

7. TTD in its administration of the parking management program will call for and accept on an annual basis, generally November of each year, from NDSP for their annual projected operations and maintenance budget as outlined in Exhibit B Operations and Maintenance Responsibilities of this agreement. The CMT will review and make a recommendation based on projected annual revenues and expenditures to the TTD Board of Directors to approve as part of their annual budget process. TTD will accept and pay invoices from the operating partners twice per year, covering expenses from the periods of July 1-December 31 and January 1- June 30 of each year. The final annual invoice from operating partners must be received by TTD no later than July 15 of each year. Invoicing after this date will not be paid. At no time is TTD responsible for expenditures by the NDSP that exceed the revenue collected by the parking meters, and TTD shall be entitled to use such revenue first for its actual costs for administering the parking management program. NDSP recognizes that this paragraph is intended to provide a reimbursement mechanism to offset costs of annual operations and maintenance costs related to work performed by NDSP only in the event that sufficient parking revenues are available and is not a guarantee of payment or promise by TTD to pay for such costs. This paragraph shall be deemed effective July 1, 2020. This paragraph shall not be interpreted as a limitation on the ability of TTD to provide additional reimbursement of operating expenses outside the annual budget process set forth herein, using any other means approved by TTD and the CMT.

Section 1. The Agreement is hereby modified by repealing and replacing subsections 6 of subsection D (Nevada Division of State Parks)) of section I (Incline Village to Sand Harbor) of Exhibit B (Operations and Maintenance Responsibilities) to read in its entirety as follows:

With the exception of the duties expressly assumed by other Parties. NDSP will manage all routine maintenance of the parking lots and bikeway within Lake Tahoe Nevada State Park. Funding for routine maintenance will be provided through programs such as parking meter revenue. NDSP will be responsible for submitting annual budget requests and invoices as

described in the new subsection 7 to section A. (Tahoe Transportation District) of section I (Incline Village to Sand Harbor) of Exhibit B (Operation and Maintenance Responsibilities). NDSP will provide with their invoice(s) backup documentation to meet TTD's audit requirements for all material used for routine maintenance of the parking lots and bikeway.

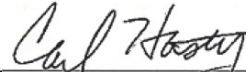
Section 3. Pursuant to paragraph 2 of Article II of the Agreement, TTD and NDSP shall provide notice of this Addendum by sending a copy of the Addendum to all Parties to the Agreement.

NEVADA DIVISION OF STATE PARKS:

TAHOE TRANSPORTATION DISTRICT:



Robert Mergell, Administrator



Carl Hasty, District Manager

Date: 9-3-21

Date: 10/11/2021

**Third Addendum to
SR 28 Corridor Operations and Maintenance Interlocal Agreement**

Tahoe Transportation District
And
Nevada Department of Transportation
And
Nevada Division of State Parks
And
Nevada Division of State Lands
And
Nevada Department of Public Safety- State Police
And
Washoe County Community Services Department
And
Incline Village General Improvement District
And
Carson City Parks and Recreation Department
And
Douglas County Parks and Recreation Department
And
Tahoe Regional Planning Agency

WHEREAS, the above referenced parties entered into an Interlocal Agreement dated August 1, 2015, for the purpose of collaboratively addressing operations and maintenance of the SR 28 corridor including the SR 28 Corridor Project, the Tahoe East Shore Trail, and other individual projects (hereinafter the “Agreement”);

WHEREAS, the Agreement authorizes each party to assign, transfer or delegate its responsibilities set forth in the Agreement to other parties upon written agreement of the parties assuming said responsibilities and written notice to all other parties to the agreement (see Agreement, Art. II, par.2);

WHEREAS, the Agreement also authorizes Parties to agree to assume operations and maintenance responsibilities in addition to those described in the Agreement upon written notice to all Parties (see Agreement, Art. II, par. 3);

WHEREAS, in furtherance of the SR 28 Corridor Project and the NV Stateline to Stateline Bikeway Project, the Tahoe Transportation District (“TTD”) and the Nevada Division of State Parks (“NDSP”) and Washoe County Community Services Department (“WC”) wish to clarify the authority of TTD to collect other revenue as provide for in First Addendum Section 1., Subsection 6;

WHEREAS, the first Addendum to the Agreement sets forth those additional operations and maintenance responsibilities which include TTD establishing, administering, operating and maintaining a parking management program and maintaining parking kiosks/meters in and around the “expanded

parking near Ponderosa Ranch Road and SR 28” for the purpose of managing congestion and funding routine operations and maintenance and capital infrastructure maintenance;

WHEREAS, pursuant to the Interlocal Agreement NM790-19-015 entered into by TTD and the Nevada Department of Transportation (“NDOT”) on May 14, 2020 NDOT agreed and consented to TTD installing, operating, maintaining, and collecting revenue from a parking management program, which includes the collection of parking fees from users of the expanded parking near Ponderosa Ranch Road.

WHEREAS, the Second Addendum to the SR 28 Corridor Operations and Maintenance Interlocal Agreement executed October 11, 2021, clarified the authority of TTD to pay NDSP for their operations and maintenance responsibilities described in the agreement, including routine maintenance of parking lots and bikeways as specified ;

NOW THEREFORE, The Parties hereby agree to modify the Agreement by this Third Addendum to the Agreement as follows:

Section 1. Exhibit B (Operations and Maintenance Responsibilities) is amended to add to section I (Incline Village to Sand Harbor), subsection C (Washoe County) the following paragraph 10, to read in entirety as follows:

10. The parties recognize that Washoe County has authority to permit special events that may affect the operation of the expanded parking near Ponderosa Ranch Road, for special events which may close or limit public access to nearby trails, walkways, bikeways, or other nearby facilities or land owned or controlled by Washoe County. However, it is recognized that such special events are likely to have an impact on the parking revenues collected by TTD and the parking management program operated by TTD pursuant to the terms of this Agreement. As part of the permitting of such events, Washoe County agrees to consult with TTD regarding the amount of anticipated lost parking revenue that TTD may expect due to such special event. Washoe County shall consider the lost revenue information provided by TTD and shall use its best efforts to recover such costs from the organizers of such special events by any available legal means, including but not limited to imposing the payment of such costs as a condition of approval of a permit.

Section 2. Exhibit B (Operations and Maintenance Responsibilities) is amended to add to section I (Incline Village to Sand Harbor), subsection D (Nevada Division of State Parks) the following paragraph 8, to read in its entirety as follows:

8. The parties recognize that NDSP has authority to permit special events that may affect the operation of the expanded parking near Ponderosa Ranch Road, for special events which may close or limit public access to nearby trails, walkways, bikeways, or other nearby facilities or land owned or controlled by NDSP. However, it is recognized that such special events are likely to have an impact on the parking revenues collected by TTD and the parking management program operated by TTD pursuant to the terms of this Agreement. As part of the permitting of such events, NDSP agrees to consult with

TTD regarding the amount of anticipated lost parking revenue that TTD may expect due to such special event. NDSP shall consider the lost revenue information provided by TTD and shall use its best efforts to recover such costs from the organizers of such special events by any available legal means, including but not limited to imposing the payment of such costs as a condition of approval of a permit.

Section 3. Pursuant to Article II of the Agreement, TTD shall provide notice of this Addendum by sending a copy of the Addendum to all Parties to the Agreement.

Section 4. This Addendum may be executed by counterparts, and the parties hereto agree that this Addendum may be executed by electronic means, via electronic signature or digital signature.

WASHOE COUNTY:

NEVADA DIVISION OF STATE PARK

Alexis Hill, Chair
Board of County Commissioners

Robert Mergell, Administrator

Date: _____

Date: _____

TAHOE TRANSPORTATION DISTRICT



Carl Hasty, District Manager

Date: August 3, 2023

to such special event. NDSP shall consider the lost revenue information provided by TTD, and shall use its best efforts to recover such costs from the organizers of such special events by any available legal means, including but not limited to imposing the payment of such costs as a condition of approval of a permit.

Section 3. Pursuant to Article II of the Agreement, TTD shall provide notice of this Addendum by sending a copy of the Addendum to all Parties to the Agreement.

Section 4. This Addendum may be executed by counterparts, and the parties hereto agree that this Addendum may be executed by electronic means, via electronic signature or digital signature.

WASHOE COUNTY:

NEVADA DIVISION OF STATE PARK



Alexis Hill, Chair
Board of County Commissioners
Date: 10/10/23

Robert Mergell, Administrator
Date: _____

TAHOE TRANSPORTATION DISTRICT

Carl Hasty, District Manager
Date: _____

special events by any available legal means, including but not limited to imposing the payment of such costs as a condition of approval of a permit.

Section 3. Pursuant to Article II of the Agreement, TTD shall provide notice of this Addendum by sending a copy of the Addendum to all Parties to the Agreement.

Section 4. This Addendum may be executed by counterparts, and the parties hereto agree that this Addendum may be executed by electronic means, via electronic signature or digital signature.

WASHOE COUNTY:

NEVADA DIVISION OF STATE PARK

Alexis Hill, Chair
Board of County Commissioners
Date: _____



Robert Mergell, Administrator
Date: 8-23-23

TAHOE TRANSPORTATION DISTRICT

Carl Hasty, District Manager
Date: _____