

**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: _____

TAHOE TRANSPORTATION DISTRICT:



Carl Hasty
District Manager

Date: December 28, 2020