

Agreement Number NM790-19-015

INTERLOCAL AGREEMENT

This Agreement made and entered into on 05/14/2020, by and between the State of Nevada, acting by and through its Department of Transportation, hereinafter called the "DEPARTMENT", and the Tahoe Transportation District, P.O. Box 499, Zephyr Cove, Nevada 89448, hereinafter called the "TTD".

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes (NRS), the Director of the DEPARTMENT may enter into those agreements necessary to carry out the provisions of the Chapter; and

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 and refers to such as an interlocal contract; and

WHEREAS, The DEPARTMENT recently completed the construction of a shared-use path between Incline Village and the Sand Harbor Management Area of Lake Tahoe Nevada State Park, and the trailhead parking within the DEPARTMENT's Right-of-Way on the east side of SR-28 at the northern end of the shared-use path, hereinafter called the PROJECT; and

WHEREAS, the DEPARTMENT owns two parcels, Washoe County APNs #130-301-10 and #130-302-10 which will be used as parking areas to support the PROJECT; these parking areas include approximately ninety (90) parking spaces near Ponderosa Ranch, a connection to the PROJECT, and visitor facilities including benches, bike racks, and information signage; the parking areas are hereinafter referred to as "PARKING"; and

WHEREAS, the DEPARTMENT entered into Agreement #NM467-16-015 with Washoe County on September 8, 2016 for long term maintenance and operations of the PROJECT and PARKING, as well as, the administration, maintenance, operations, fee collection, and enforcement of a parking fee for the PARKING; and

WHEREAS, Washoe County has determined they cannot levy a parking fee to pay for the cost of maintenance of the PROJECT and PARKING within the DEPARTMENT's Right-of-Way located on the northern end of the shared-use-path, on the east side of SR-28 because the County does not own the property; and

WHEREAS, Washoe County will continue to fulfil the obligations set forth in Agreement #NM467-16-015 for the routine and capital maintenance of the PROJECT and PARKING; and

WHEREAS, the TTD is willing to perform and be responsible for the parking management system including: administration, operations, system maintenance fee collection, and enforcement of a parking fee for the PARKING; and

WHEREAS, the purpose of this agreement is to define the roles and responsibilities between the DEPARTMENT and the TTD for the administration, maintenance, operations, fee collection, and enforcement of a parking fee for the parking management system as part of the

PARKING, within the DEPARTMENT's Right-of-Way located on the northern end of the shared-use-path, on the east side of SR-28; and

WHEREAS, the services of the TTD will be of benefit to the DEPARTMENT and to the people of the State of Nevada; and

WHEREAS, the TTD is willing and able to perform the services described herein.

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

ARTICLE I - TTD AGREES

1. The TTD may elect to collect a parking fee from users of the PARKING (hereinafter the "Parking Fee"), which fees shall be utilized, spent, and/or encumbered as set forth in subsection 2 of Article I of this Agreement.

2. TTD shall utilize all Parking Fees in the following priority manner: (1) Operation, administration, enforcement, education, outreach, and associated staff time and resources related to maintaining and managing the Parking Management System (2) Any and all obligations, of any public entity, related to maintenance of the "expanded parking near Ponderosa Ranch Road" set forth in that Agreement entitled "SR 28_Operations and Maintenance Interlocal Agreement, dated August 1, 2015 (hereinafter the "SR 28 Corridor Agreement," attached hereto and incorporated by reference) (3) Transit Operations to provide matching funds to pay transit operation costs within SR-28.

3. TTD shall only be obligated to fulfill its obligations set forth in this Agreement to the extent funds from the Parking Fees are available. TTD shall, under no circumstances, be obligated by this Agreement to utilize or expend any sources of funds, revenues or income other than the Parking Fees, and TTD shall not expend its general funds or any other source of funding to support the PARKING without express written consent of both parties.

4. To obtain encroachment permits from the DEPARTMENT, at no cost to the TTD, for the purposes of administration, maintenance, operations, fee collection, and enforcement of a Parking Fee for the PARKING.

5. To obtain encroachment and traffic control permits, as required, prior to the commencement of work requiring such permits, to follow the terms and conditions of the permits, and to incorporate those terms and conditions into subcontracts issued.

ARTICLE II - DEPARTMENT AGREES

1. A coordinated and collaborative approach to the SR-28 corridor is required to effectively and efficiently administer, manage, and operate facilities, and therefore recognizes that the TTD may partner with other state and local agencies to fulfill the obligations of this Agreement.

2. Should the TTD elect to install parking management system(s), the DEPARTMENT will not charge the TTD any fees, leases, rents, or any other remuneration for the mutually beneficial parking and multimodal transportation system so long as all revenues generated by such system(s) is used in the anticipated manner described herein and expended within the SR-28 corridor.

3. TTD shall set all maintenance priorities based on revenues received from the Parking Fees.

4. The DEPARTMENT shall issue encroachment permits to the TTD, at no cost to the TTD, for the TTD's operations, performance of maintenance work, and enforcement of the parking management system for the PARKING within the DEPARTMENT's Right-of-Way. Should SR-28 lane closures be necessary, the TTD will obtain required traffic control permits from the DEPARTMENT at no cost to the TTD.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above and will continue in perpetuity for the administration, operation, maintenance, fee collection, monitoring, and enforcement of the parking management system for the PARKING as specified herein.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. This Agreement shall inure and be binding upon the respective successors and assigns of the parties hereto.

4. This Agreement constitutes the entire Agreement between the parties and shall not be modified unless in writing and signed by the parties and the Nevada Attorney General.

5. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party with or without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal and/or State Legislature funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

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 with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Kristina L. Swallow, P.E., Director
Attn.: Nick Johnson, P.E
Nevada Department of Transportation
Division: Project Management
1263 South Stewart Street
Carson City, Nevada 89712
Phone: 775-888-7318
Fax: 775-888-7322
E-mail: njohnson@dot.nv.gov

FOR TTD:

Carl Hasty, District Manager
Tahoe Transportation District
P.O. Box 499
Zephyr Cove, Nevada 89448
128 Market Street, Suite 3-F
Stateline, Nevada 89449
Phone: 775-589-5283
Fax: 775-589-5283
E-mail: chasty@tahoetransportation.org

7. 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. Such records and documentation shall be retained for three (3) years after final payment is made.

8. 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, the recovery of actual damages and the prevailing party's reasonable attorney's fees and costs.

9. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

10. 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 limitations, 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 the Agreement after the intervening cause ceases.

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including, but not limited to, reasonable attorneys' fees and costs, caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. This indemnification obligation is conditioned upon the performance of the duty of the party seeking indemnification (indemnified party) to serve the other party (indemnifying party) with written notice of an actual or pending claim, within thirty (30) calendar days of the indemnified party's notice of such actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

12. 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.

13. 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, including another breach of the same provision.

14. 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.

15. Neither party shall assign, transfer, or delegate any rights, obligations, or duties under this Agreement, without the prior written consent of the other party.

16. Except as otherwise expressly provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

17. 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.

18. 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.

19. 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 herein.

20. 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. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

21. Any recipient or subrecipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A, available at <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>.

22. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part 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.

23. This Agreement constitutes the entire agreement of the parties and such 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 and approved by the Attorney General.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Tahoe Transportation District

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

DocuSigned by:

Carl Hasty

12F88DA28481480...

Carl Hasty

District Manager

DocuSigned by:

Kristina L. Swallow

Director

Approved as to Legality and Form:

DocuSigned by:

Shane Chesney

Deputy Attorney General

Approved as to Form:

DocuSigned by:

Nira Doherty
Attorney

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Attachment A

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 Hasty

12F88DA3B181480
Carl Hasty, District Manager

Nevada Department of Transportation

DocuSigned by:

Rudy Marhabon

8071550464146
Rudy Marhabon, Director

Nevada Division of State Parks

DocuSigned by:

Eric Johnson

EDFAF7710F7145
Eric M. Johnson, Administrator

Nevada Division of State Lands

DocuSigned by:

Charles Donohue

C01AA9CBA2E329
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 Birkbigler

001A31A61B1
Marsha Birkbigler, 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

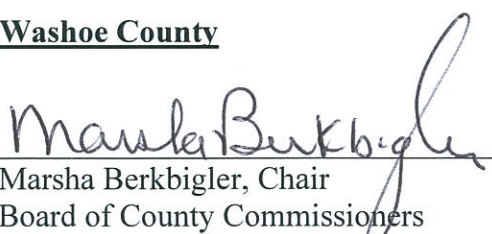
Nevada Division of State Lands

Charles Donohue, Administrator

Nevada Department of Public Safety-Highway Patrol

Dennis Osborn, Chief

Washoe County



Marsha Berkgigler, Chair
Board of County Commissioners

ATTEST: 

County Clerk



Incline Village General Improvement District

Reviewed as to Form:

DocuSigned by:

By Steven Pinkerton

Steven J. Pinkerton, General Manager

DocuSigned by:

By Devon T. Reese

Devon T. Reese, 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:

By Doug N. Johnson

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

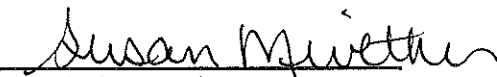
Agreed to:

By _____
Jim Smith, Chairman
Board of Trustees

By _____
Secretary

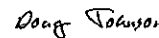
Carson City


Robert L. Crowell, Mayor
Of Carson City

ATTEST: 
Clerk-recorder

Douglas County

DocuSigned by:


Doug N. Johnson, Chairman
Board of County Commissioners

ATTEST: _____
County Clerk

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 Lens
County Clerk

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

Tahoe Regional Planning Agency

Joanne S. Marchetta
Joanne S. Marchetta, Executive Director

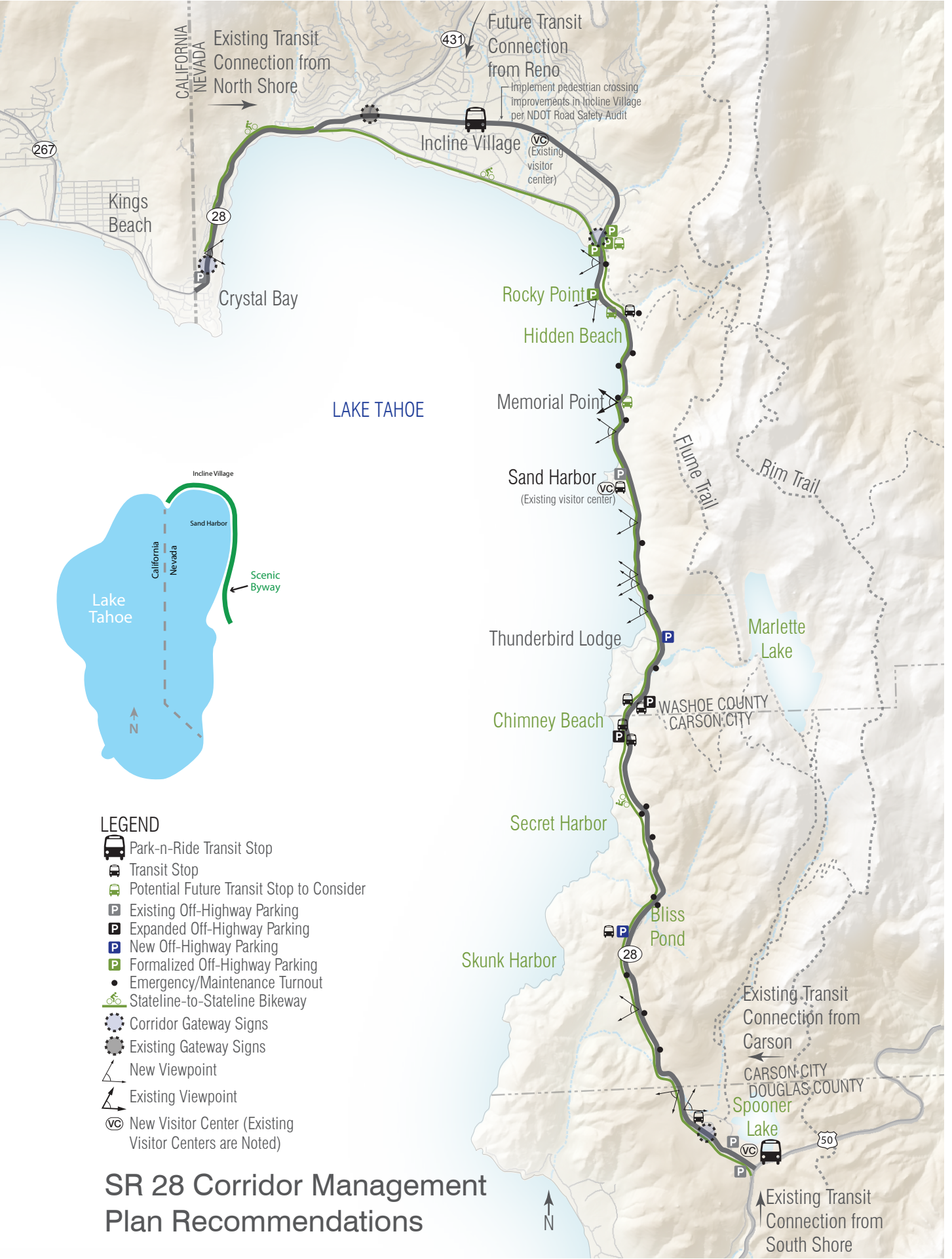


Exhibit B

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]