

MEMORANDUM OF UNDERSTANDING
CONCERNING THE
LAKE TAHOE PATH SYSTEM

This Memorandum of Understanding (MOU) establishes a cooperative working relationship between the following entities:

Tahoe Transportation District (TTD)

Carson City

Department of Parks, Recreation and Open Space

County of Douglas

Community Services Department's Division of Parks and Recreation

County of Washoe

Community Services Department's Regional Parks and Open Space

The entities listed above are referred to individually as a "Party" and collectively as the "Parties."

This MOU is intended to form a framework for a cooperative effort that supports common goals and interests in planning, design, and construction of the Lake Tahoe Path System (Bikeway) and associated facilities as identified in the 2019 Assembly Bill 84, Section 2.9. (AB84) and Chapter 480 of the 2019 Statutes of Nevada. This partnership will be known as the Tahoe East Shore Working Group (WG). The WG will serve to ensure coordinated planning, specifically directed towards the regional, interconnected, recreational shared-use Bikeway and associated facilities at Lake Tahoe.

AB 84 legislation states under Section 2. 9: "An amount of \$5,000,000 must be allocated to the State's Department of Conservation and Natural Resources for grants to Douglas County, Washoe County or Carson City and municipalities located within those counties that qualify for grants pursuant to the regulations adopted by the Director of the State Department of Conservation and Natural Resources pursuant to this subsection to enhance and develop the Lake Tahoe Path System. Money awarded pursuant to this subsection must be used to acquire land for the path system or develop the path system. The Director of the State Department of Conservation and Natural Resources shall adopt such regulations as the Director determines are necessary to make the grants described in this subsection. The regulations adopted by the Director must state whether, and to what degree, applicants for grants must match any money awarded."

I. PATH DESCRIPTION

The Bikeway will extend from the state line in Crystal Bay (Washoe County) to the state line in Stateline (Douglas County), see Exhibit A. In doing so, it will pass through Carson City, which lies between these two counties. In most areas, the Bikeway will parallel SR 28 and Highway 50 on the lakeside of these highways and is further defined in the Nevada Stateline to Stateline Feasibility Study Report 2011. The Bikeway final alignments will be further defined for each segment. The Bikeway is a non-motorized path system. Permitted uses along the Bikeway will vary but will generally allow for bicycles (including pedal-assist) and pedestrians.

II. DESCRIPTION OF THE TAHOE EAST SHORE WORKING GROUP

The WG will consist of the Parties to this MOU, as well as local landowners and operating agencies, such as the Nevada Department of Transportation (NDOT), Nevada Division of State Parks (NDSP), and the U.S. Forest Service-Lake Tahoe Basin Management Unit (USFS). The WG will oversee the design and development of the Bikeway and related infrastructure. The WG will aid in securing funding from grants and other sources for design, construction, and maintenance of the Bikeway. The WG will work toward providing public information to enhance awareness of trail etiquette, off-highway parking availability, public transit, active transportation, and recreation stewardship. When possible, common messages will be shared or linked between the members of the WG. The members of the WG will maintain their mission as land managers by sustaining the health, diversity, and productivity of the public lands for the use and enjoyment of present and future generations. All participating agencies and organizations recognize it is in their mutual interest to cooperate and coordinate to the fullest in their responsibilities to manage outdoor public recreation and provide alternative modes of transportation, such as the Bikeway.

III. COMMITMENT & RESPONSIBILITY

All Parties mutually agree to:

- A. Work together to plan the acquisition, design, construction and maintenance of the Bikeway and related infrastructure.
- B. Plan and develop the Bikeway with community involvement.
- C. Create a cooperative partnership to maximize the mutual benefits from adjoining path projects accomplished by all agencies.
- D. As appropriate, utilize geographic data management systems, and share data with the intent of creating a seamless recreation path map.

- E. Initiate joint planning studies, as appropriate, as well as conduct program and technical coordination meetings, as necessary.
- F. Identify information gaps which, if filled, will benefit the partners, as well as the public.
- G. The Nevada Stateline to Stateline Bikeway Feasibility Study Report June 2011 (the "Feasibility Report") which outlines the proposed preferred alignments, will be the guiding document for the Bikeway until the environmental assessments are approved for each segment. At that time, the environmental assessment documents, and other permitting documents, are the final guiding documents.

IV. GENERAL CONSIDERATION

- A. TTD as the project lead will be responsible for applying for grants, WG coordination, project management from design through construction and implementing agency coordination. TTD will be responsible for grant funding, fiscal accountability, including billings and reporting requirements required by Conserve Nevada or other grants received.
- B. Both the Feasibility Report and the Environmental Assessment on the South Demonstration project have been completed. Douglas County recognizes in order to deliver Phase 1A design from Stateline Avenue to Laura Drive will require coordination with TTD and NDOT, see Exhibit A. Douglas County designates TTD as the project lead on this segment of the Bikeway as well as the direct recipient of Conserve Nevada grant funding. Douglas County designates all authority under the 2019 Statutes of Nevada, Chapter 480 Section 2 (9) to TTD to complete the design and construction of the Bikeway. Douglas County authorizes TTD to actively pursue grants and other funding to match approximately \$1,000,000 of Conserve Nevada funds.
- C. Both the Feasibility Report and the SR 28 Shared Use Path, Parking, Safety, and Environmental Improvements Project - Final Environmental Assessment have been completed. Carson City and Washoe County recognize the segment of Bikeway between Sand Harbor and Secret Harbor will cross both jurisdiction's boundaries and it will take coordination with TTD, NDOT, NDSP, and USFS.

Carson City and Washoe County designate TTD as the project lead for the design and construction of the section of Bikeway and related infrastructure from Thunderbird Cove to Secret Harbor (approximately one mile) as well as the direct recipient of Conserve Nevada grant funding. Carson City and Washoe County authorize TTD to actively pursue grants and other funding to

match the approximately \$2,000,000 of Conserve Nevada funding for the design and construction of the Thunderbird Cove to Secret Harbor segment. Carson City and Washoe County designate all authority under AB84 to TTD to complete the design and implement the construction of this segment.

Further, Washoe County designates TTD as the project lead for the design and construction of the section of Bikeway from Sand Harbor to Thunderbird Cove and authorizes TTD to actively pursue grants and other funding to match the \$2,000,000 of Conserve Nevada funding. Washoe County designates all authority under AB84 to TTD to complete the design and implement construction of this segment. Additionally, TTD will serve as the direct recipient of Conserve Nevada grant funding.

- D. It is understood that AB 84 provides \$5 million for the Lake Tahoe Path, and Carson City, Douglas County, and Washoe County (collectively the “Counties”) will coordinate with the WG for mutual agreement on allocations of any remaining, or future, Conserve Nevada funds. The Counties recognize leveraging funding sources has been successful with the existing Bikeway segments completed. This includes timing of projects, matching of multiple sources of funding, project savings, or by other means. The Counties will continue to work together to leverage funds and complete the Bikeway. The funding amounts listed in this agreement are estimates. A funding agreement regarding Conserve Nevada Lake Tahoe Bike Path Project will be required for each of the three segments listed above which will be signed by TTD on behalf of the Counties. TTD will notify the relevant county of the funding agreement and obtain a letter of concurrence from the County/City Manager in support of the agreement.
- E. Nothing in this MOU will be construed as to bind the Parties beyond their respective authority.

V. MODIFICATION

This agreement shall remain in effect unless modified in writing by the Parties.

VI. PARTICIPATING IN SIMILAR ACTIVITIES

This MOU does not restrict any of the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

VII. TERM/TERMINATION

This MOU is executed as of the date of approval of all Parties and will remain in effect for ten years from the date of execution.

Any one of the Parties may terminate their portion of this MOU in whole or in part at any time by providing 60-day written notice of termination to TTD and the other parties.

VIII. NON-FUND OBLIGATION DOCUMENT

Nothing in this MOU shall obligate the Parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiations, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

IX. RESPONSIBILITIES OF PARTIES

All Parties and their respective agencies and offices may handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. TTD will utilize grant funding specific to each project to support activities related to the projects defined in Section IV. Each Party will carry out separate activities in a coordinated and mutually beneficial manner. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law, including any and all liability limitations set forth in NRS Chapter 41.

X. AUTHORITY

The authority for the Counties to enter into this agreement is contained in the Interlocal Cooperation Act, NRS 277.080 to 277.180 inclusive.

XI. SIGNATURES

This MOU may be executed in counterparts and is deemed executed when the original signature pages of all Parties are executed and delivered.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed and therefore become effective as of the last date written below.

Tahoe Transportation District

Signed

Dated

_____ Name

Title

Washoe County

Signed

Dated

_____ Name

Title

Douglas County

Signed

Dated

_____ Name

Title

Carson City

Signed

Dated

_____Name

_____Title

Exhibit A

