



# WASHOE COUNTY

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DA ✓  
Risk Mgt. DE  
HR N/A  
Comptroller MS

## STAFF REPORT BOARD MEETING DATE: August 25, 2015

**DATE:** July 6, 2015  
**TO:** Board of County Commissioners  
**FROM:** Cheryl Surface, Park Planner, Planning and Development  
Community Services Department, 328-2039, [csurface@washoecounty.us](mailto:csurface@washoecounty.us)  
**THROUGH:** William H. Whitney, Division Director, Planning and Development  
Community Services Department, 328-3617, [bwhitney@washoecounty.us](mailto:bwhitney@washoecounty.us)  
**SUBJECT:** Approve the SR 28 Corridor Operations and Maintenance Interlocal Agreement between Washoe County, Tahoe Transportation District, Nevada Department of Transportation, Nevada Division of State Parks, Nevada Division of State Lands, Nevada Department of Public Safety-Highway Patrol, Incline Village General Improvement District, Carson City Parks & Recreation Department, Douglas County Parks & Recreation Department and Tahoe Regional Planning Agency, retroactive to August 1, 2015. (Commission District 1.)

### SUMMARY

This Interlocal agreement recognizes the need to combine the operations and maintenance of facilities and services within the Nevada State Route 28 (SR 28) corridor, including the Lake Tahoe bike path and parking facilities, in order to effectively and efficiently manage across jurisdictional boundaries. This agreement identifies the duties and responsibilities of each agency partner, for maintenance and operations, establishes a Corridor Management Team (CMT) and provides for conflict resolution, should any occur. The goal of this agreement is to provide a collaborative approach to planning, constructing, operating and maintaining facilities and services within the SR 28 corridor.

The CMT will work to:

- a. Fulfill the operations and maintenance responsibilities set forth in this Agreement;
- b. Amend this Agreement as necessary with regard 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;
- 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;

AGENDA ITEM # 5.F.4.

- 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.

The Lake Tahoe Bike Path Project will complete a paved path from Crystal Bay (north shore at state line) to Stateline, Nevada (south shore) along the Nevada State Route 28 corridor. Five million dollars (\$5 million) in funding was specifically identified for implementation (construction) of the Lake Tahoe Bike Path project in the Nevada State Question-1 Bond Act of 2000 (SQ-1), with a 50/50 match requirement. Match contribution has been met through bicycle and pedestrian projects completed in Incline Village. Washoe County agreed to be “responsible for overall coordination” of the Lake Tahoe Bike Path project in the Tri-Counties Memorandum of Understanding between Washoe, Carson and Douglas Counties approved in 2004.

Participating agencies include Washoe County, Carson City, Douglas County, Tahoe Regional Planning Agency, Tahoe Transportation District, Nevada State Lands, Nevada State Parks, USDA Forest Service-Lake Tahoe Basin Management Unit, Nevada Department of Transportation, and the Incline Village General Improvement District.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

### **PREVIOUS ACTION**

**On November 12, 2014**, the Board of County Commissioners (Board) approved a Federal Lands Access Program Project Memorandum of Agreement leveraging \$12.5 million in Federal Lands Access Program funds for the design and construction of improvements in the SR 28 corridor including the Nevada Stateline to Stateline Bikeway.

**On June 24, 2014**, the Board approved the extension (to June 30, 2019) of the Interlocal Agreement between Washoe County, Carson City, Douglas County, Nevada State Lands, Nevada State Parks, Tahoe Regional Planning Agency, Tahoe Transportation District, USDA Forest Service-Lake Tahoe Basin Management Unit, and Incline Village General Improvement District for the implementation of the Lake Tahoe Bike Path Project.

**On June 26, 2012**, the Board accepted an amendment to the Phase 2 & 3 State Question 1 grant, which increased the grant award by \$375,885.

**On February 8, 2011**, the Board acknowledged receipt of an update report on the status of the Nevada Stateline-to-Stateline Project (Lake Tahoe Bike Path), and provided comment on the Draft Environmental Assessment for the South Demonstration Project.

**On August 28, 2007**, the Board accepted a State Question 1 grant in the amount of \$1,252,516 to complete Phases 2 & 3 for environmental and engineering studies and to begin construction of the south demonstration area.

**On December 12, 2006**, the Board accepted a State Question 1 grant in the amount of \$146,956 for Phase 1 planning efforts.

**On December 12, 2006**, the Board approved an Interlocal Agreement between Washoe County, Carson City and Douglas County that made Washoe County responsible for the overall coordination of the Lake Tahoe Bike Path project.

**On August 23, 2005**, the Board approved a Resolution of Support for Question-1 grant applications.

**On April 27, 2004**, the Board approved a Tri-Counties Memorandum of Understanding between Washoe County, Douglas County and Carson City.

### **BACKGROUND**

Nevada Revised Statutes 277.100 allows public agencies to enter into cooperative agreements to contract with one another for the purpose of performing a variety of government services.

The Interlocal Agreement for SR 28 Corridor Operations and Maintenance will allow all parties to engage in more effective and efficient efforts across jurisdictional boundaries and achieve the safety, environmental and transportation goals of the project.

The Interlocal agreement recognizes the need to combine the operations and maintenance of facilities and services within the SR 28 corridor, including the Lake Tahoe bike path and parking facilities, in order to effectively and efficiently manage across jurisdictional boundaries.

Each party has a unique role, jurisdiction, mission and goal, but there needs to be a coordinated approach to the operations and maintenance of existing and future facilities within the SR 28 corridor.

In November 2002, Nevada voters approved State Question-1, which makes Nevada State Bond funding available for trails, specifically identifying funding for “implementation or enhancement of the Lake Tahoe Bike Path.” Five million in funding was identified in the Nevada State Question-1 Bond.

Washoe County Regional Parks & Open Space staff has attended a series of meetings with the Tri-Counties Working Group, Lake Tahoe Regional Planning Agency, USDA Forest Service, Nevada Department of Transportation, Nevada State Parks, Nevada State Lands, Tahoe Transportation District, and interested parties to determine the best method to implement the project. An Interlocal Agreement is in place that allows the agencies to share resources, funding, consultant oversight, environmental review, participation in Working Group meetings, and perform a variety of public outreach tasks for the construction of the bikeway.

The project also included two, three-mile demonstration projects. The north demonstration project extends from Incline Village to Sand Harbor and the south demonstration project extends from Lake Parkway in Stateline, Nevada to Round Hill Pines Beach.

The South Demonstration Project has two segments completed and design plans are continuing on the North Demonstration Project.

### **FISCAL IMPACT**

Approval of the SR28 Corridor Operations and Maintenance Interlocal Agreement places responsibility for expenditure of County resources for dumpsters, providing dog waste

bags and portable restrooms, which are not expected to have a significant fiscal impact to the Roads budget (less than \$5,000 annually to Fund 216). Currently the Community Services Department Roads Operations division sweeps existing pathways in the Incline Village area. When the bikeway and parking areas within our jurisdiction are complete, the expanded areas will be swept with existing staff resources. It is the intention of the Corridor Management Team (CMT) to install a parking meter system and other revenue producing programs for which the proceeds will be dedicated to funding routine and capital maintenance. Washoe County will also manage capital infrastructure maintenance through existing programs such as the Tahoe Fund endowment. A long term plan of maintenance and capital infrastructure is being developed by the CMT.

### **RECOMMENDATION**

Staff recommends the Board approve the SR 28 Corridor Operations and Maintenance Interlocal Agreement between Washoe County, Tahoe Transportation District, Nevada Department of Transportation, Nevada Division of State Parks, Nevada Division of State Lands, Nevada Department of Public Safety-Highway Patrol, Incline Village General Improvement District, Carson City Parks & Recreation Department, Douglas County Parks & Recreation Department and Tahoe Regional Planning Agency, retroactive to August 1, 2015.

### **POSSIBLE MOTION**

Should the Board agree with staff's recommendation, a possible motion would be:  
"Move to approve the SR 28 Corridor Operations and Maintenance Interlocal Agreement between Washoe County, Tahoe Transportation District, Nevada Department of Transportation, Nevada Division of State Parks, Nevada Division of State Lands, Nevada Department of Public Safety-Highway Patrol, Incline Village General Improvement District, Carson City Parks & Recreation Department, Douglas County Parks & Recreation Department and Tahoe Regional Planning Agency, retroactive to August 1, 2015."

**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 Manager 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](mailto:chasty@tahoetransportation.org);  
[gfink@tahoetransportation.org](mailto: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](mailto:rmalfabon@dot.state.nv.us)  
[tdyson@dot.state.nv.us](mailto: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](mailto:emjohnson@parks.nv.gov)  
[rmergell@parks.nv.gov](mailto:rmergell@parks.nv.gov)  
[jayattahoe@gmail.com](mailto: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](mailto:cdonohue@lands.nv.gov)  
[eharrison@lands.nv.gov](mailto: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](mailto:dosborn@dps.state.nv.us)  
[cgreb@dps.state.nv.us](mailto:cgreb@dps.state.nv.us)  
[rstepien@dps.state.nv.us](mailto: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](mailto:jslaughter@washoecounty.us)  
[dsolaro@washoecounty.us](mailto:dsolaro@washoecounty.us)  
[csurface@washoecounty.us](mailto:csurface@washoecounty.us)  
[asearcy@washoecounty.us](mailto: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](mailto:steven_pinkerton@ivgid.org)  
[joe\\_pomroy@ivgid.org](mailto:joe_pomroy@ivgid.org)  
[brad\\_johnson@ivgid.org](mailto: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](mailto:nmarano@carson.org)  
[rmoellendorf@carson.org](mailto:rmoellendorf@carson.org)  
[abollinger@carson.org](mailto: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](mailto:lwerner@co.douglas.nv.us); [smorgan@co.douglas.nv.us](mailto: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](mailto:jmarchetta@trpa.org)  
[nhaven@trpa.org](mailto:nhaven@trpa.org); [bjudge@trpa.org](mailto: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**

\_\_\_\_\_  
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**

ATTEST: \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Marsha Berkgigler, Chair  
Board of County Commissioners

**Incline Village General Improvement District**

Reviewed as to Form:

By \_\_\_\_\_  
Steven J. Pinkerton, General Manager

By \_\_\_\_\_  
T. Scott Brooke, 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

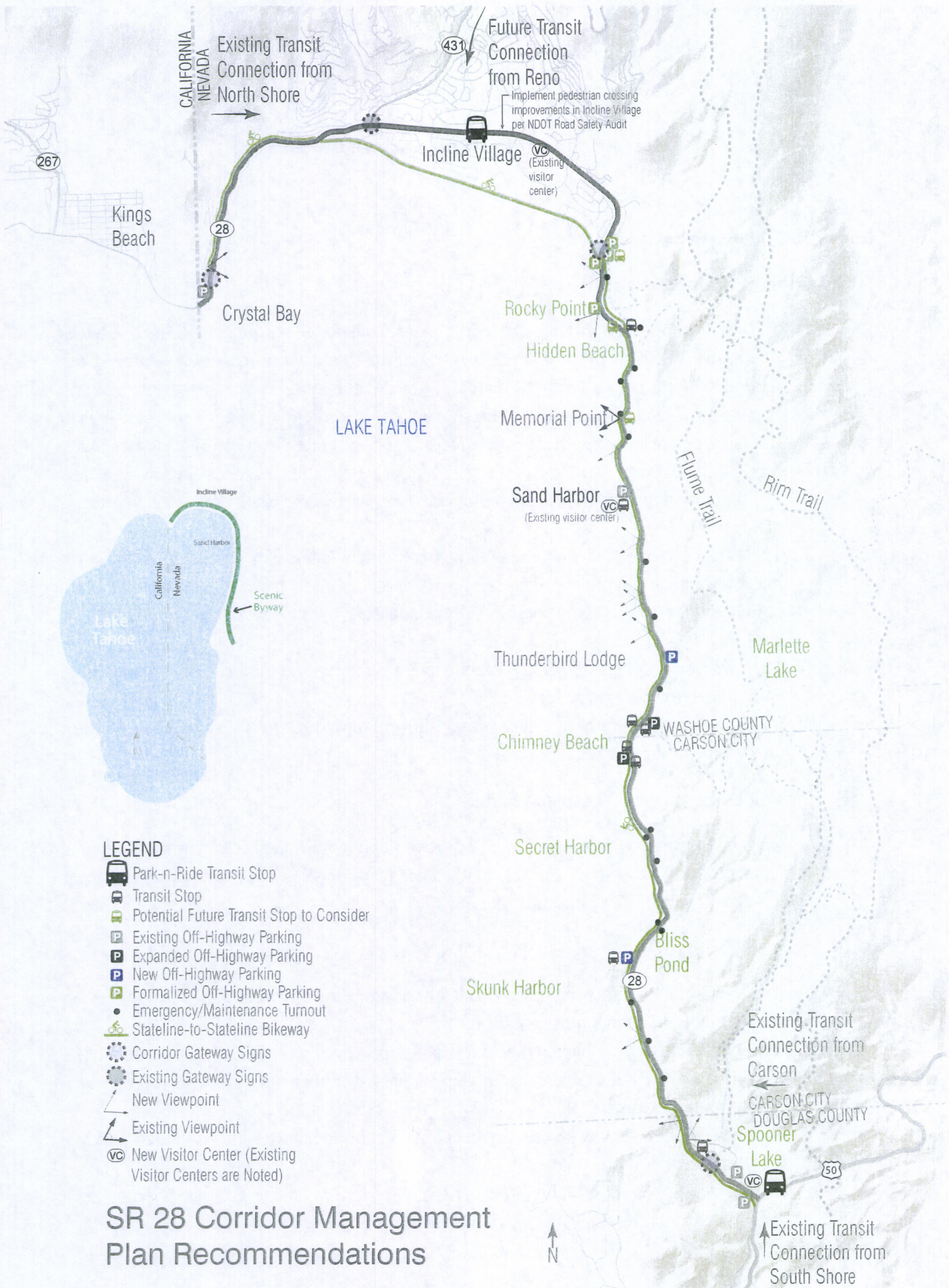
**Douglas County**

ATTEST: \_\_\_\_\_  
County Clerk

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

**Tahoe Regional Planning Agency**

\_\_\_\_\_  
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 1<sup>st</sup> to Oct 15<sup>th</sup> of each year. The 2<sup>nd</sup> dumpster may only be needed during peak season July 1<sup>st</sup> - 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 1<sup>st</sup> to Oct. 15<sup>th</sup> of each year. The 2<sup>nd</sup> portable toilet may only be necessary during peak season July 1<sup>st</sup> - 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]