

**City of Carson City  
Agenda Report**

**Date Submitted:** June 6, 2014

**Agenda Date Requested:** June 19, 2014

**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Parks and Recreation Department – Open Space Division

**Subject Title: For Possible Action:** To authorize the Mayor to sign a time extension on Interlocal Agreement Amendment #2 providing for a cooperative working relationship among nine agencies for the development of the Stateline to Stateline Bikeway. (Ann Bollinger, Natural Resource Specialist)

**Staff Summary:** Previously referred to as the “Lake Tahoe Bike Path,” the original Interlocal Agreement, approved by the Board of Supervisors in December 2006, expired in May 2012 and Amendment #1 will expire on June 30, 2014. The new term was selected to match last session’s Nevada Senate Bill 489 which extended the authority to issue bonds for the State Question 1 program until June 30, 2019.

**Type of Action Requested:** (check one)

- Resolution                       Ordinance  
 Formal Action/Motion    Other (Specify)

**Does This Action Require A Business Impact Statement:**    Yes    No

**Recommended Board Action:** I move to authorize the Mayor to sign a time extension on Interlocal Agreement Amendment #2 providing for a cooperative working relationship among nine agencies for the development of the Stateline to Stateline Bikeway.

**Explanation for Recommended Board Action:** The Stateline to Stateline Bikeway project crosses several political jurisdictions and land ownership boundaries. An Interlocal Agreement is required to recognize this cooperative effort and continue progress on a regional project.

**Applicable Statue, Code, Policy, Rule or Regulation:**

- Carson City Unified Pathways Master Plan
- State Ballot Question #1, Tahoe Path System
- Tahoe Regional Planning Agency (TRPA) Regional Bicycle and Pedestrian Master Plan
- NRS 277.080 – NRS 277.180 Interlocal Cooperation Act

**Fiscal Impact:** None

**Explanation of Impact:** An Interlocal Agreement regarding the Stateline to Stateline Bikeway does not commit Carson City to any financial obligation.

**Funding Source:** Not applicable

**Alternatives:**

1. Request the other agencies to modify the time extension.
2. Reject the time extension.

**Supporting Material:**

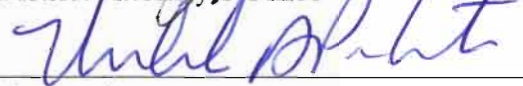
- Exhibit A: Interlocal Agreement Amendment #2
- Exhibit B: Interlocal Agreement Amendment #1
- Exhibit C: Interlocal Agreement

Prepared By:  Date: 6/10/14  
Ann Bollinger, Natural Resource Specialist

Reviewed By:  Date: 6/10/14  
Roger Moellendorf, Parks & Recreation Director

 Date: 6/10/14  
Nick Marano, City Manager

 Date: 6/10/14  
District Attorney's Office

 Date: 6/10/14  
Finance Department

**Board Action Taken:**

Motion: \_\_\_\_\_ 1: \_\_\_\_\_ Aye/Nay

2: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

FS Agreement No. 07-MU-11051900-002

## INTERLOCAL AGREEMENT

between the  
TAHOE REGIONAL PLANNING AGENCY  
and the  
TAHOE TRANSPORTATION DISTRICT  
and the  
USDA FOREST SERVICE, LAKE TAHOE BASIN MANAGEMENT UNIT  
and the  
STATE OF NEVADA DIVISION OF STATE LANDS  
and the  
STATE OF NEVADA DIVISION OF STATE PARKS  
and the  
CARSON CITY PARKS & RECREATION DEPARTMENT  
and the  
DOUGLAS COUNTY PARKS & RECREATION DEPARTMENT  
and the  
WASHOE COUNTY DEPARTMENT OF REGIONAL PARKS & OPEN SPACE  
and the  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

## INTERLOCAL AGREEMENT AMENDMENT #2

June 1, 2014

**WHEREAS**, the original term of the Interlocal Agreement was for a five year period from the date of execution in 2007; and

**WHEREAS**, Amendment #1 to the Interlocal Agreement extended the term through June 30, 2014; and

**WHEREAS**, Senate Bill 489 of the 2013 Regular Session of the Nevada Legislature extended the period for the Nevada Division of State Lands to issue bonds for the voter approved State Question 1 Program until June 30, 2019; and

**WHEREAS**, the Parties desire to extend the term of the Interlocal Agreement through June 30, 2019.

**NOW, THEREFORE**, Section II.1 of the Interlocal Agreement, as amended by Amendment #1, is hereby replaced in its entirety with the following and all other terms shall remain in full force and effect:

**II.1. COMMENCEMENT/TERM/TERMINATION.** This Interlocal Agreement took effect upon the signature of all the Parties and shall remain in effect until June 30, 2019. This Interlocal Agreement may be modified, extended or amended upon written request of any of the agencies or organizations and the subsequent concurrence of each of the other Parties. Any agencies or organizations may terminate their portion of this Interlocal Agreement in whole or in part at any time by providing a 30-day written notice of termination to the Parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment #2 to the Interlocal Agreement in counterparts.

**Tahoe Regional Planning Agency:**

\_\_\_\_\_  
Joanne Marchetta, Executive Director

**Tahoe Transportation District:**

\_\_\_\_\_  
Carl Hasty, District Manager

**U.S.D.A. Forest Service, Lake Tahoe Basin Management Unit:**

\_\_\_\_\_  
Nancy Gibson, Forest Supervisor

**State of Nevada, Division of State Lands:**

\_\_\_\_\_  
Charles Donohue, Acting Administrator  
State Lands and State Land Registrar

\_\_\_\_\_  
Approved as to Form

STATE OF NEVADA        )  
  ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2014,  
personally appeared before me, a  
notary public, Charles Donohue,  
Acting Administrator, State Lands  
and State Land Registrar, who  
acknowledged that he executed the  
above instrument.

\_\_\_\_\_  
NOTARY PUBLIC

**State of Nevada, Division of State Parks:**

\_\_\_\_\_  
Eric M. Johnson, Administrator, State of  
Nevada, Division of State Parks

\_\_\_\_\_  
Approved as to Form

STATE OF NEVADA        )  
  ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2014,  
personally appeared before me, a  
notary public, Eric M. Johnson,  
Administrator State of Nevada,  
Division of State Parks, who  
acknowledged that he executed the  
above instrument.

\_\_\_\_\_  
NOTARY PUBLIC

**Carson City:**

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Robert Crowell, Mayor  
Board of Supervisors

ATTEST:

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Alan Glover, Clerk-recorder

**County of Douglas:**

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Doug N. Johnson, Chairman  
Board of County Commissioners

ATTEST:

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Ted Thran, County Clerk

**County of Washoe:**

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David Humke, Chairman Board of  
County Commissioners

ATTEST:

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Nancy Parent, County Clerk

**Incline Village General Improvement District:**

Reviewed as to Form:

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

By \_\_\_\_\_  
T. Scott Brooke  
General Counsel

**Agreed to:**

By \_\_\_\_\_  
Joe Wolfe, Chairman

By \_\_\_\_\_  
Jim Smith, Secretary



**INTERLOCAL AGREEMENT**

between the  
TAHOE REGIONAL PLANNING AGENCY  
and the  
TAHOE TRANSPORTATION DISTRICT  
and the  
USDA FOREST SERVICE, LAKE TAHOE BASIN MANAGEMENT UNIT  
and the  
STATE OF NEVADA DISVISION OF STATE LANDS  
and the  
STATE OF NEVADA DIVISION OF STATE PARKS  
and the  
CARSON CITY PARKS & RECREATION DEPARTMENT  
and the  
DOUGLAS COUNTY PARKS & RECREATION DEPARTMENT  
and the  
WASHOE COUNTY DEPARTMENT OF REGIONAL PARKS & OPEN SPACE  
and the  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

**INTERLOCAL AGREEMENT AMENDMENT #1**

April 03, 2012

**II. 1. COMMENCEMENT/TERM/TERMINATION.** of the existing Interlocal Agreement attached hereto between the Tahoe Regional Planning Agency, Tahoe Transportation District, USDA Forest, Lake Tahoe Basin Management Unit, State of Nevada Department of Transportation, State of Nevada Division of State Lands, Nevada Division of State Parks, Carson City Parks & Recreation Department, Douglas County Parks & Recreation Department, Washoe County Department of Regional Parks & Open Space, Incline Village General Improvement District provides for a five year term ending May 2012 is hereby amended as shown below

**TERM:**

The term of the Interlocal Agreement is extended to June 30, 2014.

**SIGNATURES:**

This Agreement may be executed in counterparts and is deemed duly executed when original signature pages of all parties are executed and delivered.

All other terms remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed Amendment #1 to the Interlocal Agreement:



**Tahoe Regional Planning Agency:**

Joanne Marchetta  
Joanne Marchetta, Executive Director

STATE OF NEVADA )  
County of Douglas )<sup>SS</sup>

On April 24, 2012, personally appeared before me, a notary public, Joanne Marchetta, Executive Director, Tahoe Regional Planning Agency, who acknowledged that she executed the above instrument.

Kimberly Norton  
NOTARY PUBLIC



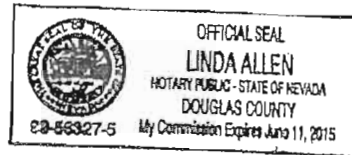
**Tahoe Transportation District:**

Carl Hasty  
Carl Hasty, District Manager

STATE OF NEVADA )  
County of Douglas )<sup>SS</sup> Carl Hasty, District Manager

On 4-24, 2012, personally appeared before me, a notary public, Andrew Strain, Chair, Tahoe Transportation District, who acknowledged that he executed the above instrument.

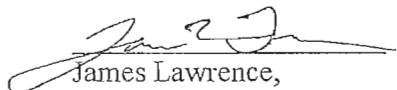
Linda Allen  
NOTARY PUBLIC



**U.S.D.A. Forest Service, Lake Tahoe Basin Management Unit:**

Nancy Gibson MG  
Nancy Gibson, Forest Supervisor

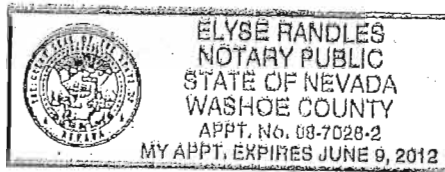
State of Nevada, Division of State Lands

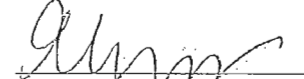
  
James Lawrence,  
Administrator State Lands and  
State Land Registrar

STATE OF NEVADA )  
City of Carson )  
County of Carson )<sup>SS</sup>


On May 4, 2012, personally appeared before me, a notary public,  
James Lawrence, Administrator and State Land Registrar, Division of State Lands,  
who acknowledged that she executed the above instrument.

May 4, 2012  
Approved/as to Form



  
NOTARY PUBLIC

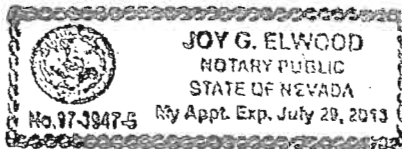
State of Nevada, Division of State Parks


  
David Morrow, Administrator

STATE OF NEVADA )  
County of Carson )<sup>SS</sup>

On May 4, 2012, personally appeared before me, a notary public,  
David Morrow, Administrator, Division of State Parks who acknowledged that he  
executed the above instrument.

May 4, 2012  
Approved/as to Form



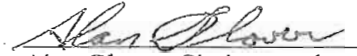
  
NOTARY PUBLIC

**CARSON CITY:**



Robert L. Crowell, Mayor  
Board of Supervisors

ATTEST:



Alan Glover, Clerk-recorder

**COUNTY of DOUGLAS:**

\_\_\_\_\_  
Lee Bonner, Chairman  
Board of County Commissioners  
\_\_\_\_\_

ATTEST:

Ted Thran, County Clerk

**INTERLOCAL AGREEMENT**

between the  
TAHOE REGIONAL PLANNING AGENCY  
and the  
TAHOE TRANSPORTATION DISTRICT  
and the  
USDA FOREST SERVICE, LAKE TAHOE BASIN MANAGEMENT UNIT  
and the  
STATE OF NEVADA DEPARTMENT OF TRANSPORTATION  
and the  
STATE OF NEVADA DISVISION OF STATE LANDS  
and the  
STATE OF NEVADA DIVISION OF STATE PARKS  
and the  
CARSON CITY PARKS & RECREATION DEPARTMENT  
and the  
DOUGLAS COUNTY PARKS & RECREATION DEPARTMENT  
and the  
WASHOE COUNTY DEPARTMENT OF REGIONAL PARKS & OPEN SPACE  
and the  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

**INTERLOCAL AGREEMENT AMENDMENT #1**

April 03, 2012

**COUNTY of WASHOE**


*for* Donnie Weber Vice Chair  
Robert M. Larkin, Chairman  
Board of County Commissioners


ATTEST:

Amy Harvey  
Amy Harvey, County Clerk

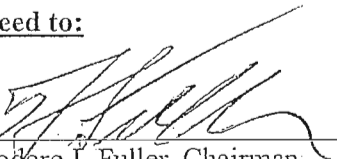
**Incline Village General Improvement District**


Reviewed as to Form:

By   
William B. Horn  
General Manager

By   
T. Scott Brooke  
General Counsel

**Agreed to:**

By   
Theodore J. Fuller, Chairman

By   
Bruce Simonian, Secretary

FS Agreement No. 07-MU-11051900-002

**INTERLOCAL AGREEMENT**

Between  
 TAHOE REGIONAL PLANNING AGENCY  
 and the  
 TAHOE TRANSPORTATION DISTRICT  
 and the  
 USDA FOREST SERVICE, LAKE TAHOE BASIN MANAGEMENT UNIT  
 and the  
 STATE OF NEVADA, DIVISION OF STATE LANDS  
 and the  
 STATE OF NEVADA, DIVISION OF STATE PARKS  
 and the  
 CARSON CITY PARKS & RECREATION DEPARTMENT  
 and the  
 DOUGLAS COUNTY PARKS & RECREATION DEPARTMENT  
 and the  
 WASHOE COUNTY DEPARTMENT OF REGIONAL PARKS & OPEN SPACE  
 and the  
 INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

This Interlocal Agreement (Interlocal) is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, between and the Tahoe Regional Planning Agency, hereinafter referred to as "TRPA"; and the Tahoe Transportation District, hereinafter referred to as "TTD"; and the USDA-Forest Service, Lake Tahoe Basin Management Unit, hereinafter referred to as "USFS"; and the State of Nevada acting by and through its Division of State Lands, hereinafter referred to as "State Lands"; and the State of Nevada acting by and through its Division of State Parks, hereinafter referred to as "NDSP"; and the Carson City Parks & Recreation Department, hereinafter referred to as "Carson"; and the Douglas County Parks & Recreation Department, hereinafter referred to as "Douglas"; and the Washoe County Department of Regional Parks & Open Space, hereinafter referred to as "Washoe"; and the Incline Village General Improvement District, hereinafter referred to as "IVGID"; Collectively these agencies and organizations will be hereinafter referred to as the "Parties".

**WHEREAS**, NRS 277.110 authorizes any two or more public agencies to enter into agreements with one another for the joint or cooperative exercise of powers, privileges and authority; and

**WHEREAS**, the parties are public agencies under Nevada Revised Statutes ("NRS") 277.100 and authorized to enter into a cooperative agreement in accordance with NRS 277.080 to 277.110; and

**WHEREAS**, the State of Nevada voter approved State Ballot Question #1 designated a total of \$5 million to enhance and develop the path system in the Lake Tahoe area which would include Carson, Douglas and Washoe Counties; and

**WHEREAS**, the Parties have defined the path system as a multi-modal path for bikes and pedestrians. The Parties primary goal is a separated recreational path system but it is recognized that project constraints may require the use of routes and lanes. Collectively these types of paths hereinafter will be referred to as Bike Facility.

**WHEREAS**, the Parties desire to work together to develop a Bike Facility that will extend from the Nevada Stateline in Crystal Bay in Washoe County, through part of Carson City County, to the Nevada Stateline in south Lake Tahoe in Douglas County, hereinafter referred to as the "Bicycle Facility"; and

**WHEREAS**, in this endeavor, the Parties desire to create a working group comprised of representatives from each partner agency named in this agreement, hereinafter referred to as the "Working Group" to provide timely input, to develop a conflict resolution process, to develop agreements regarding a feasibility study, planning contracts, design contracts, construction contracts, project management contracts and to develop agreements regarding management, operation and maintenance for the future Bike Facility; and

**WHEREAS**, the Parties agree that there are mutual interests and benefits to the region to develop a feasibility study, for the Bike Facility from the Nevada stateline in Washoe County to the Nevada Stateline in Douglas County, hereinafter referred to as "Stateline to Stateline Feasibility Study"; and

**WHEREAS**, the funding agreement with the State of Nevada provides for the design and construction of two demonstration projects, hereinafter referred to as the "Demonstration Projects;"

**NOW, THEREFORE**, in consideration of the respective promises and duties herein contained, the Parties agree as follows:

**I. RESPONSIBILITIES OF AGENCIES AND OR ORGANIZATIONS:**

**A. Responsibility of TRPA:**

1. TRPA will accept the leadership role for the planning and administration of the Bike Facility and may enter into agreements with Washoe regarding the acceptance of State Ballot Question-1 Grant funds for TRPA's administration and facilitation of the consultant agreements for the Bike Facility planning efforts.
2. TRPA may enter into contracts with the necessary consultant as selected by the Working Group relating to the initial planning and fieldwork to be completed in the Spring 2007, and the Stateline to Stateline Feasibility Study to be completed in approximately 18 months, Summer 2008. Further TRPA may contract for other



project management services and or environmental or design studies as deemed necessary by the Working Group to complete the project planning for the Bike Facility.

3. TRPA may enter into Agreement(s) with Washoe regarding the acceptance of State Ballot Question-1 Grant funds for TRPA administration and facilitation of the consultant agreements for the Bicycle Facility Stateline to Stateline Feasibility Study and Demonstration Project.
4. TRPA will provide a Transportation Planner to administer the contracts for Washoe and to work with the Working Group to review and make recommendation on the Bike Facility. TRPA will assist the consultants and the Working Group regarding the policies and regulations of TRPA throughout the process, up to and including permitting and will assist with review and possible amendments to the Tahoe Transportation Plan and any other related TRPA adopted plans and/or regulations including impacts to TRPA thresholds etc.
5. TRPA will assist the Bike Facility Project by providing public meeting space at no cost, if available for public meetings regarding the Bike Facility.

**B. Responsibility of TTD:**

1. TTD will provide a member of its Board to participate in the Working Group and to assist in providing progress reports to the TTD Board, as their member deems necessary.
2. TTD will take a leadership role in the implementation of the recommended trail alignment(s) and two Demonstration Projects.
3. TTD may enter into agreements with State Lands and respective counties regarding the acceptance of State Ballot Question-1 Grant funds for TTD's administration and facilitation of the consultant agreements and contractor agreements for the design and construction of the two Demonstration Projects.
4. TTD may enter into contracts with the necessary consultants as selected by the Working Group relating to the design and construction of the two Demonstration Projects. Further TTD may contract for other project management services and or other studies as deemed necessary by the Working Group to complete the two Demonstration Projects.
5. TTD through TRPA will provide a Transportation Planner to administer the contracts and to work with the Working Group to review planning studies, design and construction documents and makes recommendation on the Bike Facility. TTD will assist the consultants and the Working Group regarding the policies and regulations of TRPA throughout the process including permitting and will assist with review and possible amendments to the Tahoe Transportation Plan and any other related TRPA adopted plans and/or regulations including impacts to TRPA thresholds etc.

**C. Responsibility of USFS:**

1. USFS will provide a Transportation Planner and or the equivalent in planning and design services to participate on the Working Group, and to provide progress reports to USFS management as their staff deems necessary.

2. USFS will initiate any necessary updates of USFS Tahoe area plans or forest recreation master plans as needed to provide the appropriate linkages regarding land uses and development of the Bike Facility.
3. USFS will assist with the development of necessary operation and maintenance agreements with the Parties regarding the Bike Facility and including future parking centers, trail access points, trailheads, etc.
4. USFS will assist the Bike Facility Project with Geographic Information System information, planning information, studies, traffic analysis, and any other transportation, biologic, cultural, recreation or other related information that it has developed or has knowledge of that may provide assistance and support to the Bike Facility Project.
5. USFS will assist the Bike Facility Project by providing public meeting space at no cost, if available for public meetings regarding the Bike Facility.

**D. Responsibility of State Lands:**

1. State Lands agrees that Washoe will be the lead county responsible to manage the State Ballot Question-1 grant funds in conjunction with TRPA for the Bike Facility planning efforts and will work with Washoe to develop the necessary State Ballot Question-1 funding agreements for the Bike Facility Phase One Project Start-up and Initial Reconnaissance Tasks and for the Stateline to Stateline Feasibility Study and Demonstration Projects National Environmental Policy Act (NEPA) analysis.
2. State Lands agrees to review agreement(s) between TRPA and Washoe regarding the acceptance of State Ballot Question-1 Grant funds by TRPA for their administration and facilitation of the consultant agreements for the Bike Facility Feasibility Study and Demonstration Projects whereby, TRPA will take the lead role in managing and providing the oversight of consultants hired to complete the Bike Facility Phase One Project Start-up and Initial Reconnaissance Tasks and the Feasibility Study and Demonstration Projects NEPA analysis.
3. State Lands agrees that the TTD will take a leadership role in the implementation of the recommended trail alignment(s) and two Demonstration Projects.
4. State Lands may enter into agreements with respective counties regarding the acceptance of State Ballot Question-1 Grant funds for TTD's administration and facilitation of other related consultant agreements and contractor agreements for the design and construction of the two Demonstration Projects.
5. State Land may provide a staff member to participate and assist the Working Group and to provide progress reports to its Administrator, as they deem necessary.

**E. Responsibility of State Parks:**

1. State Parks will provide a staff member to participate in the Working Group and to provide progress reports to its Administrator and other State Park regions, as their staff deems necessary.
2. State Parks will initiate any necessary updates of planning documents to provide the appropriate linkages regarding land uses and development of the Bike Facility.

3. State Parks will assist with the development of necessary operation and maintenance agreements with the Parties regarding the Bike Facility and including future parking centers, trail access points, trailheads, etc., based on available funding.
4. State Parks will assist the Bike Facility Project with Geographic Information System information, planning information, studies, traffic analysis, and any other transportation, biological, cultural, recreation or other related information that it has developed or has knowledge of that may provide assistance and support to the Bike Facility Project.
5. State Parks will assist the Bike Facility Project by providing public meeting space at no cost, if available for public meetings regarding the Bike Facility.

**F. Responsibility of Carson:**

1. Carson will provide a staff member to participate in the Working Group and to provide progress reports to the Board of Supervisors, City Manager and other City departments, as their staff deems necessary.
2. Carson agrees that Washoe will take the lead role to manage the State Ballot Question-1 funds for the Bike Facility Phase One Project Start-Up and Initial Reconnaissance Tasks and for the Feasibility Study and Demonstration Projects National Environmental Policy Act analysis and authorizes Washoe to enter into necessary contract(s) with State Lands and TRPA to accomplish this goal.
3. Carson will initiate any necessary updates of Carson Tahoe Area Plans or Recreation Master Plans or Recreation Opportunities Map as needed to provide the appropriate linkages regarding land uses and development of the Bike Facility.
4. Carson will provide necessary public notification to landowners' within Carson County during the planning process for the Bike Facility.
5. Carson will assist with the development of necessary operation and maintenance agreements with the Parties regarding the Bike Facility and including future parking centers, trail access points, trailheads, etc.
6. Carson will assist the Bike Facility Project with Geographic Information System information, planning information, studies, traffic analysis, and any other transportation, biological, cultural, recreation or other related information that it has developed or has knowledge of that may provide assistance and support to the Bike Facility Project.
7. Carson will assist the Bike Facility Project by providing public meeting space at no cost, if available for public meetings regarding the Bike Facility.

**G. Responsibility of Douglas:**

1. Douglas will provide a staff member to participate in the Working Group, and to provide progress reports to the County Commission, County Manager and other County departments, as their staff deem necessary.
2. Douglas agrees that Washoe will take the lead role to manage the State Ballot Question-1 funds for the Bike Facility Phase One Project Start-Up and Initial

Reconnaissance Tasks and for the Feasibility Study and Demonstration Projects National Environmental Policy Act analysis and authorizes Washoe to enter into necessary contract(s) with State Lands and TRPA to accomplish this goal.

3. Douglas will initiate any necessary updates of Douglas Tahoe Area Plans or Recreation Master Plans or Recreation Opportunities Map as needed to provide the appropriate linkages regarding land uses and development of the Bike Facility.
4. Douglas will provide necessary public notification to landowner's within Douglas County during the planning process for the Bike Facility.
5. Douglas will assist with the development of necessary operation and maintenance agreements with the Parties regarding the Bike Facility including future parking centers, trail access points, trailheads, etc.
6. Douglas will assist the Bike Facility Project with Geographic Information System information, planning information, studies, traffic analysis, and any other transportation, biological, cultural, recreation, or other related information that it has developed or has knowledge of that may provide assistance and support to the Bike Facility Project.
7. Douglas will assist the Bike Facility Project by providing public meeting space at no cost, if available for public meetings regarding the Bike Facility.

#### **H. Responsibility of Washoe:**

1. Washoe will provide a staff member to participate in the Working Group, and to provide progress reports to the County Commission, County Manager and other County departments, as their staff deem necessary.
2. Washoe agrees to be the lead county responsible to manage the State Ballot Question-1 grant funds in conjunction with TRPA and will work with State Lands to develop the necessary State Ballot Question-1 funding agreements for the Bike Facility Phase One Project Start-up and Initial Reconnaissance Tasks and for the Feasibility Study and Demonstration Projects National Environmental Policy Act (NEPA) analysis.
3. Washoe may enter into any necessary agreement(s) with the TRPA whereby TRPA will take the lead role in managing and providing Bike Facility Project oversight of consultants hired to complete the Bike Facility Phase One Project Start-up and Initial Reconnaissance Tasks and the Feasibility Study and Demonstration Projects NEPA analysis.
4. Washoe will initiate any necessary updates of Washoe County Tahoe Area Plans or Recreation Master Plans or Recreation Opportunities Map as needed to provide the appropriate linkages regarding land uses and development of the Bike Facility.
5. Washoe will provide necessary public notification to landowner's within Washoe County during the planning process for the Bike Facility.
6. Washoe through its Community Development Department may initiate discussions, in conjunction with NDOT, with the appropriate transit center operator(s) (Placer County Operator of Tahoe Area Rapid Transit and Washoe County Regional Transportation Commission and Tahoe Transportation District) for the establishment of proposed transit centers that may directly serve the Bike Facility Project in order to increase usage and awareness of the Bike Facility Project.

7. Washoe will assist with the development of necessary operation and maintenance agreements with the Parties regarding the Bike Facility including future parking centers, trail access points, trailheads, etc.
8. Washoe will assist the Bike Facility project with Geographic Information System information, planning information, studies, traffic analysis, and any other transportation, biological, cultural, recreation or other related information that it has developed or has knowledge of that may provide assistance and support to the Bike Facility Project.
9. Washoe will assist the Bike Facility Project by providing public meeting space at no cost, if available for public meetings regarding the Bike Facility.

**I. Responsibilities of IVGID:**

1. IVGID will provide a staff member to participate in the Working Group and to provide progress reports to the Board of Trustees, General Manager and other IVGID departments as their staff deem necessary.
2. IVGID will assist with the development of necessary operation and maintenance agreements with the Parties regarding the Bike Facility and possible future parking centers.
3. IVGID will assist the Bike Facility Project with Geographic Information System information, planning information, studies, traffic analysis, and any other transportation or recreation related information that it has developed or has knowledge of that may provide assistance and support to the Bike Facility Project.
4. IVGID will assist the Bike Facility Project by providing public meeting space at no cost, if available for public meetings regarding the Bike Facility.

**II. GENERAL PROVISIONS:**

1. **COMMENCEMENT/TERM/TERMINATION.** This Interlocal Agreement takes effect upon the signature of all the Parties and shall remain in effect for five years from the date of execution. This Interlocal may be modified, extended or amended upon written request of any of the agencies or organizations and the subsequent written concurrence of each of the other Parties. Any agencies or organizations may terminate their portion of this Interlocal in whole or in part at any time by providing a 30-day written notice of termination to the Parties.
2. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
3. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

John Singlaub, Executive Director  
Tahoe Regional Planning Agency  
128 Market Street  
P.O. Box 5310  
Stateline, Nevada 89449-5310  
(775) 588-4547  
[jsinglaub@trpa.org](mailto:jsinglaub@trpa.org)

Mike Harper, FAICP, Chair  
Tahoe Transportation District  
C/o Tahoe Regional Planning Agency  
P.O. Box 5310  
Stateline, NV 89449-5310  
Mike Harper (775) 328-3604  
[mharper@washoecounty.us](mailto:mharper@washoecounty.us)

Terri Marceron, Forest Supervisor  
U.S. Forest Service, Lake Tahoe Basin Management Unit  
35 College Drive  
South Lake Tahoe, CA 96150  
(530) 543-2641

Pamela B. Wilcox, Administrator  
Nevada Division of State Lands  
901 S. Stewart Street Suite 5003  
Carson City, NV 89701  
(775) 684-2733  
[pwilcox@lands.nv.gov](mailto:pwilcox@lands.nv.gov)

David Morrow, Administrator  
Nevada Division of State Parks  
901 S. Stewart St. Suite 5005  
Carson City, NV 89701-5248  
(775) 684-2771  
[dmorrow@parks.nv.gov](mailto:dmorrow@parks.nv.gov)

Roger Moellendorf, Director  
Carson City Parks & Recreation Department  
3303 Butti Way, Building #9  
Carson City, NV 89701  
(775) 887-2363, ext. 1001  
[Rmoellendorf@ci.carson-city.nv.us](mailto:Rmoellendorf@ci.carson-city.nv.us)

Scott Morgan, Director  
Douglas County Community Services  
P.O. Box 218  
Minden, NV 89423  
(775) 782-9828  
[smorgan@co.douglas.nv.us](mailto:smorgan@co.douglas.nv.us)

Doug Doolittle, Director  
Washoe County Department of Regional Parks & Open Space  
2601 Plumas Street  
Reno, NV 89509  
(775) 828-6642  
[Ddoolittle@washoecounty.us](mailto:Ddoolittle@washoecounty.us)

Bill Horn, General Manager  
Incline Village General Improvement District  
893 Southwood Blvd.  
Incline Village, NV 89451  
(775) 832-1206

NOTICE: All notices or other communications required or permitted to be given under this Interlocal shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified, return receipt requested, postage prepaid on the date posted and addressed to the other parties at the addresses set forth above.

4. **OPERATIONS & MAINTENANCE FUND.** All Parties agree to explore long term maintenance funding such as an Endowment Fund, special fees or other.
5. **CONFLICT RESOLUTION PROCESS.** Time is of the essence, therefore all Parties agree to the establishment of a conflict resolution process during Phase I of the project to be approved by each of the Parties, in order to facilitate decision making, complete the necessary environmental documentation and studies, provide for a smooth public relations process and overall to keep the Bike Facility Project moving forward. All Parties agree that all proposed alternatives must adequately address the concerns of the land managing agency prior to presentation to the public.
6. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this Interlocal shall require the Parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies, organizations and offices of 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 Interlocal does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
7. **RESPONSIBILITIES OF PARTIES.** 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.

8. **ESTABLISHMENT OF RESPONSIBILITY.** This Interlocal 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 State of Nevada, Carson City, Douglas County, Washoe County, IVGID, TRPA or TTD, its agencies, its officers, or any person.
9. **MODIFICATION.** Changes within the scope of this instrument shall be made by the issuance of a bilaterally executed modification.
10. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C.552).
11. **ASSIGNMENT.** This Agreement shall be binding upon the Parties, their representatives, successors and assigns. No assignment or transfer of this Agreement or any part there of shall occur unless mutually agreed upon in writing by the Parties.
12. **SEVERABILITY.** Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions of this Agreement are declared invalid, the remaining paragraphs and provisions of this Agreement will, if possible, remain in full force and effect.
13. **ENTIRE AGREEMENT.** This Agreement and referenced exhibit incorporated herein, constitutes the entire Agreement between the Parties with regard to the subject matter herein and supersedes all prior agreements, both written and oral, and all other written and oral communication between the Parties.
14. **AUTHORIZED REPRESENTATIVES.** By signature below, the Parties certify that the individuals listed in this document as representatives of the Parties are authorized to act in their respective areas for matters related to this agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement:

**U.S.D.A. Forest Service, Lake Tahoe Basin Management Unit:**

\_\_\_\_\_  
Terri Marceron, Forest Supervisor



Carson City, Douglas County, Washoe County, IVGLD, TRPA or TTD, its agencies, its officers, or any person.

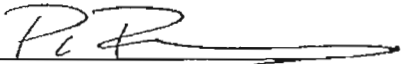
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IN WITNESS WHEREOF, the parties hereto have executed this agreement:

**U.S.D.A. Forest Service, Lake Tahoe Basin Management Unit:**

  
Terri Marceron, Forest Supervisor  
3-9-07


**State of Nevada, Division of State Lands**

  
Pamela B. Wilcox,  
Administrator State Lands and  
State Land Registrar

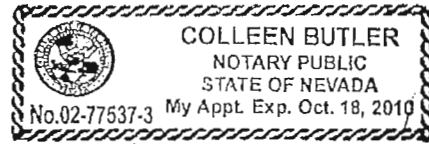
STATE OF NEVADA

County of Carson City <sup>SS</sup>

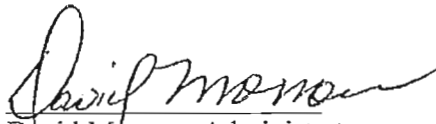
On April 23, ~~2006~~ <sup>2007</sup>, personally appeared before me, a notary public,  
Pamela B. Wilcox, Administrator and State Land Registrar, Division of State  
Lands, who acknowledged that she executed the above instrument.

  
Approved as to Form  
Nhu Q. Nguyen  
Deputy Attorney General

  
NOTARY PUBLIC



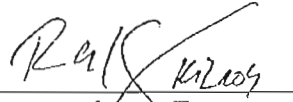
**State of Nevada, Division of State Parks**

  
David Morrow, Administrator

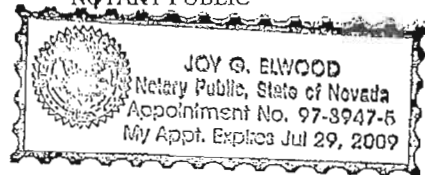
STATE OF NEVADA )

County of Carson ) <sup>SS</sup>

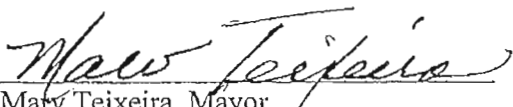
On April 27, ~~2006~~ <sup>2007</sup>, personally appeared before me, a notary public,  
David Morrow, Administrator, Division of State Parks who acknowledged that he  
executed the above instrument.

  
Approved as to Form

  
NOTARY PUBLIC



**CARSON CITY:**

  
Matv Teixeira, Mayor  
Board of Supervisors

ATTEST:

  
Alan Glover, Clerk-recorder

**COUNTY of DOUGLAS:**

James L. Baushke  
James L. Baushke, Chairman  
Board of County Commissioners

ATTEST:

Barbara J. Reed  
Barbra J. Reed, County Clerk  
By: Deanna Hemessy

**COUNTY of WASHOE**

Robert M. Larkin  
Robert M. Larkin, Chairman  
Board of County Commissioners

ATTEST:

Amy Haweg  
County Clerk

**Incline Village General Improvement District**

Reviewed as to Form:

By William B. Horn  
William B. Horn  
General Manager, ~~Public Works~~

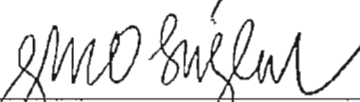
By T. Scott Brooke  
T. Scott Brooke  
General Counsel

**Agreed to:**

By Bea Epstein  
~~Syd A. Brosten, Chairman~~  
Bea Epstein, Chairwoman

By Robert C. Wolf  
Robert C. Wolf, Secretary

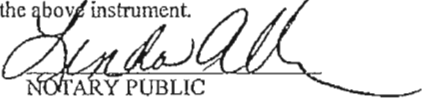
**Tahoe Regional Planning Agency:**

  
John Singlaub, Executive Director

STATE OF NEVADA )

County of Douglas )<sup>SS</sup>

On May 11, 2007, personally appeared before me, a notary public, John Singlaub, Executive Director, Tahoe Regional Planning Agency, who acknowledged that he executed the above instrument.

  
NOTARY PUBLIC



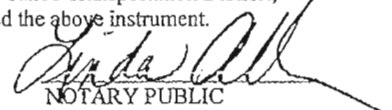
**Tahoe Transportation District:**

  
Michael A. Harper, Chair

STATE OF NEVADA )

County of Douglas )<sup>SS</sup>

On May 11, 2007, personally appeared before me, a notary public, Mike Harper, Chair, Tahoe Transportation District, who acknowledged that he executed the above instrument.

  
NOTARY PUBLIC

