

Mem # 4-6

**City of Carson City  
Agenda Report**

**Date Submitted:** November 22, 2006

**Agenda Date Requested:** December 7, 2006  
**Time Requested:** Consent

**To:** Mayor and Supervisors

**From:** Parks and Recreation Department

**Subject Title:** Action to approve the recommendation from the Parks and Recreation Commission for an Interlocal Agreement providing for a cooperative working relationship with ten agencies for the development of the State Ballot Question #1 Lake Tahoe Bike Path project.

**Staff Summary:** State Ballot Question #1, adopted by the Nevada voters in 2002, called for the appropriation of a \$5 million grant exclusively to Carson City, Douglas County, and Washoe County for the development of a Lake Tahoe Path System. The Board of Supervisors' approved a Memorandum of Understanding (M.O.U.) on May 20, 2004 providing for a cooperative working relationship with Douglas and Washoe Counties. Due to the scope and complexities of the project, cooperation between the original parties and seven additional partners such as TRPA, USFS, Nevada State Parks, and NDOT, is required.

**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:** Move to approve the recommendation from the Parks and Recreation Commission for an Interlocal Agreement providing for a cooperative working relationship with ten agencies for the development of the State Ballot Question #1 Lake Tahoe Bike Path project.

**Explanation for Recommended Board Action:** The scope and complexities of the Tahoe Bike Path project requires multiple partners. An Interlocal Agreement (Exhibit A) is required to recognize this cooperative effort and continue progress on a regional project. The attached staff report from Parks and Recreation Commission on November 7, 2006 (Exhibit B) details the latest progress on this project as well as additional agreements between various agencies.

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

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

**Fiscal Impact:** None.

**Explanation of Impact:** An Interlocal Agreement regarding the Lake Tahoe Path System does not commit Carson City to any financial obligation.

**Funding Source:** Not applicable

**Alternatives:**

- 1) Reject the recommendation from the Parks and Recreation Commission to approve an Interlocal Agreement regarding the Lake Tahoe Path System.
- 2) Request the nine other jurisdictional agencies (TRPA, Tahoe Transportation District, United States Forest Service, Nevada Department of Transportation, Nevada Division of State Lands, Nevada Division of State Parks, Douglas County Parks & Recreation Department, Washoe County Department of Regional Parks & Open Space, and Incline Village General Improvement District) modify the Interlocal Agreement regarding the Lake Tahoe Path System.

**Supporting Material:**

Interlocal Agreement regarding the Lake Tahoe Path System Exhibit A (Pages 1-14)  
Staff Report from the Parks and Recreation Commission November 7, 2006 meeting.  
Minutes not yet available. Exhibit B (Pages 15-16)  
Staff Report and Minutes from the Board of Supervisors May 20, 2004 meeting Exhibit C (Pages 17-18)


**Prepared By:**

  
Ann P. Bollinger, Open Space Assistant

Date: 11/28/06

  
Juan Guzman, Open Space Manager

Date: 11/27/06

  
Vern Krahn, Park Planner

Date: 11/27/06

**Reviewed By:**

  
Roger Moellendorf, Parks and Recreation Director

Date: 11/28/06

  
Linda Ritter, City Manager

Date: 11/28/06

  
District Attorney's Office

Date: 11/28/06

  
Finance Department

Date: 11/28/06

**Board Action Taken:**

Motion: \_\_\_\_\_

1: \_\_\_\_\_

Aye/Nay

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

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

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

**FS Agreement No. 07-MU-11051900-002  
County Commission No.**

**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, DEPARTMENT OF TRANSPORTATION  
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; and the State of Nevada acting by and through its Department of Transportation, hereinafter referred to as "NDOT"; 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**, the parties are public agencies under Nevada Revised Statutes 277.100; and

**WHEREAS**, NRS 277.180(1) provides that one or more public agencies may contract with one or more other public agencies to perform any governmental service, activity, or undertaking which any of the contracting agencies is authorized to perform by law; and

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

**WHEREAS**, the Parties desire to work together to develop a bike path system 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 of the Bike Facility by entering 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 agrees to contract 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, Spring 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 agrees to 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 agrees to 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 agrees to contract 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 GIS 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 NDOT:**

1. NDOT will provide a staff member to participate on the Working Group, and to provide progress reports to its Commission, Manager and other divisions of NDOT, as their staff deems necessary.
2. NDOT will initiate any necessary updates of NDOT Tahoe area transportation plans as needed to provide the appropriate linkages regarding land uses and development of the Bike Facility.
3. NDOT 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. NDOT will assist the Bike Facility Project with GIS information, planning information, studies, traffic analysis, and any other transportation or related information that it has developed or has knowledge of that may provide assistance and support to the Bike Facility Project.
5. NDOT will assist the Bike Facility Project by providing public meeting space at no cost, if available for public meetings regarding the Bike Facility.

**E. 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 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 agree that the TTD will take a leadership role in the implementation of the recommended trail alignment(s) and two Demonstration Projects.
4. State Lands agree to enter into agreements with TTD and/or 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.

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.

**F. 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.
4. State Parks will assist the Bike Facility Project with GIS 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.

**G. 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 NEPA 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 GIS 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.



#### **H. 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 NEPA 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 GIS 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.

#### **I. 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 NEPA analysis.
3. Washoe agrees to enter into all 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 TART and RTC 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 GIS 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.

**J. 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 GIS 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 90-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

Jeffrey Fontaine, Director  
Nevada Department of Transportation  
1263 S. Stewart Street  
Carson City, NV 89xxx  
(775) 888-7440

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 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.
6. **NON-FUND OBLIGATING DOCUMENT.** Nothing in this Interlocal 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 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:**

\_\_\_\_\_  
Marv Teixeira, Mayor  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Alan Glover, Clerk-recorder

**COUNTY of DOUGLAS:**

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

ATTEST:

\_\_\_\_\_  
Barbra J. Reed, County Clerk

**COUNTY of WASHOE**

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

ATTEST:

\_\_\_\_\_  
Amy Harvey, County Clerk

(12)

**Incline Village General Improvement District**

Reviewed as to Form:

By \_\_\_\_\_  
William B. Horn  
General Manager, Public Works

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

**Agreed to:**

By \_\_\_\_\_  
Syd A, Brosten, Chairman

By \_\_\_\_\_  
Robert C. Wolf, Secretary

**Tahoe Regional Planning Agency:**

\_\_\_\_\_  
John Singlaub, Executive Director

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

On \_\_\_\_\_, 2006, 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

13





PARKS AND RECREATION COMMISSION  
STAFF REPORT

Exhibit B

**MEETING DATE:** November 7, 2006

**AGENDA ITEM NUMBER:** 3A

**APPLICANT:** Ann Bollinger, Open Space Assistant  
Vern L. Krahn, Park Planner

**REQUEST:**

Action to recommend to the Board of Supervisors approval of a draft Interlocal Agreement regarding the State Ballot Question #1 Lake Tahoe Bike Path project.

**GENERAL DISCUSSION:**

State Ballot Question #1, adopted by the Nevada voters in 2002, called for the appropriation of a \$5 million grant exclusively to Carson City, Douglas County, and Washoe County for the development of a Lake Tahoe Path System.

On May 4, 2004, the Parks and Recreation Commission recommended to the Carson City Board of Supervisors approval of a Memorandum of Understanding (M.O.U.) concerning the Lake Tahoe Bike Path System (Exhibit A). On May 20, 2004, the Board of Supervisors approved the M.O.U. providing for a cooperative working relationship with Douglas and Washoe Counties for the development of Ballot Question #1 Lake Tahoe Path System (Exhibit B). This original M.O.U. facilitated the planning process and designated Washoe County as the lead in coordinating the project's overall management and administrative needs.

Since signing the original M.O.U., the three counties have made progress on the Lake Tahoe Bike Path project. Due to the scope and complexities of the project, cooperation with additional partners is required. Thus, a new Interlocal Agreement is needed to include the original three counties and all other parties with their respective responsibilities (Exhibit C).

The most recent discussions in Carson City regarding the Lake Tahoe Bike Path project were the review of the Question #1 Project Priority List. On September 21, 2006, the Carson City Board of Supervisors approved the joint recommendation from the Carson River Advisory Committee, Open Space Advisory Committee, Parks and Recreation Commission, and Advisory Board to Manage Wildlife to revise the City's currently adopted prioritized list for Question #1 State of Nevada Conservation and Resource Protection Grant Program projects. The Lake Tahoe Bike Path project remained on the list as a recommended project.

Since this project is entirely within the Tahoe Basin and therefore subject to complex TRPA regulations, the three counties asked TRPA to take the leadership role in the planning process. With their own funds, TRPA completed the Request for Proposal (RFP) process for consultant services for the "Nevada Stateline to Stateline Bicycle Facility Feasibility Study" and the design of two demonstration projects. The Working Group consists of 10 jurisdictional agencies (TRPA, Tahoe Transportation District, United States Forest Service, Nevada Department of Transportation, Nevada

reconnaissance, and hosting the first public kick-off meeting to inform the public about the project and how they can get involved. November 2006.

- 6) Feasibility Study and Demonstration Project Area NEPA Analysis between TRPA and EDAW. This is the large contract for the full Stateline to Stateline feasibility study and the demonstration projects NEPA analysis. December 2006.
- 7) Demonstration Project's Design and Construction Documents. There will most likely be two agreements, one for each demonstration project. Currently, it is anticipated that the projects will be handled by the Tahoe Transportation District. Therefore, the contracts would be between EDAW and the Tahoe Transportation District to design and construct the two demonstration projects.

It is important to note that within Carson City's project area boundaries, the primary landowners are the United States Forest Service and the Nevada Division of State Parks. There is one private property owner very close to the Lake Tahoe shoreline. It is anticipated that the route will not affect the private ownership, but instead will remain entirely within the U.S. Forest Service and Nevada State Parks lands.

**RECOMMENDED ACTION:**

Move to recommend to the Board of Supervisors approval of a draft Interlocal Agreement regarding the State Ballot Question #1 Lake Tahoe Bike Path project.

**A. PRESENTATION REGARDING THE SIERRA FRONT RECREATION COALITION'S "LAKE TAHOE AND BEYOND THE RIM" TRAILS MAP (1-1482) - Desmond Young - Mr. Krahn's introduction included an explanation of the Coalition, its purpose, the Department's involvement in the process, and the area. Ms. Young thanked the Board for allowing the City to participate in the program. It will soon be opened to industry which will allow economic development and diversification to occur. Examples of this program were provided. The hope that a seamless regional program will be created was expressed. Benefits of the program were indicated. Current and future funding were limned. Discussion indicated that only existing trails are being placed on the map at this time. Justification for this restriction was provided. Carson City has already signed the Memorandum of Understanding for the "Capital to Capital Trail". Its trails will be added to the map when the next printing is made. The 20,000 maps that were printed three months ago have already been used. There have been 110 additions to the map since that printing. It was suggested that future maps indicate that the trails are an overlay illustrating the baseline. There are more existing trails than are indicated. Supervisor Williamson commended and congratulated her on her ability to coordinate the various and numerous agencies, volunteer efforts, and governmental entities involved with the program. The map will illustrate the different accesses for various modes of transportation. The free map is available at the Carson City BLM Field Office, the Carson City Forest Service District Ranger's Office, Carson City and Douglas and Alpine Counties' Parks and Recreation Offices. The trails are well marked and easy to follow. If anyone encounters problems with the signage, he/she is to contact Ms. Young. Supervisor Livermore explained that a similar presentation had been made to the Parks and Recreation Commission. The Commission had also approved the trail master plan update which will be a part of the Parks Master Plan element. The map does not include county or state boundaries. It provides only recreational opportunities and trail head locations. Ms. Young explained that the map and its website can be used to access the local agencies for additional information on the trails. They can provide better maps illustrating the finer details of an area. Supervisor Livermore indicated that the partnership included National Geographic. Discussion pointed out that the map is a recreational and economic development tool used by businesses looking for recreational opportunities when relocating. Discussion cited the downtown Reno kayaking area and the City's hub of bicycling and hiking abilities as other tourist and economic opportunities. The map will be used to attract tourists to the area which will create a demand for additional facilities and rental opportunities. It will increase the quality of life demands and provide alternate transportation needs. Discussion indicated the need to put the map on the internet requires funding to accomplish. At this time the Sierra Front Recreation Coalition does not have a website. It is using the National Forest Services'. Discussion pointed out that equestrian accesses were included on the map. Additional equestrian locations are needed and the map may not include all of them at this time. Anyone with information regarding other trails/access points should contact Ms. Young so that the map can be updated. It was felt that the trails/access points that were indicated are the major locations. The managing agencies will have information regarding parking. Board comments thanked Ms. Young for her information. Public comments were solicited but none were given. No formal action was taken or required.**

**B. ACTION TO APPROVE THE PARKS AND RECREATION COMMISSION'S RECOMMENDATION TO APPROVE THE MEMORANDUM OF UNDERSTANDING PROVIDING FOR A COOPERATIVE WORKING RELATIONSHIP WITH DOUGLAS AND WASHOE COUNTIES FOR THE DEVELOPMENT OF THE BALLOT QUESTION NO. 1 LAKE TAHOE PATH SYSTEM (1-1881) - Open Space Manager Juan Guzman - Mr. Krahn explained the funding, the need for a Memorandum of Understanding (MOU), and noted issues regarding construction of the path at Lake Tahoe.**

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Discussion indicated that the matching funding could be either in-kind services or dollar per dollar. Question 18 Funds, the General Fund, and the Residential Construction Tax monies could be used for the match where dollars are required. Mayor Masayko felt that Question 18 funds should be used before the General Fund or Residential Contract Tax monies are considered. Discussion indicated that the City does not at this time have any projects at Lake Tahoe. Both Washoe and Douglas Counties, however, have numerous projects underway at the Lake. Their projects can be used for the match. Carson City, if the Board approves the MOU, will participate if State Lands also participates. It will not be necessary for the City to provide matching funds due to Washoe and Douglas Counties' projects. Mayor Masayko felt that it was important for the City to participate and, if absolutely required, that Question 18 funds should be used for the match. Discussion ensued concerning the application for the Simms grant, other potential funding sources, and the coordination efforts among the three Counties. At this time no private property will be crossed. The Carson City portion of the trail will be on either Forest Service or State Park lands. Washoe and Douglas Counties, however, will have to acquire some private property for their trails. Concerns regarding the acquisition of Ponderosa Ranch property and its importance to the success of the program were noted. The \$5 million funding may be used for this acquisition and the route study. Justification for the environmental impact study was provided. The City's portion of the trail is only three-quarters of a linear mile long. The 214 acres that were identified abuts this trail. The trail will not need the entire 214 acres. Supervisor Aldean volunteered to assist. She also felt that her counterparts in Washoe and Douglas Counties will participate in helping obtain the necessary permits from TRPA, etc. Mayor Masayko indicated that the \$5 million may be only seed money for starting the project. The project may take several years to complete and require additional funding sources. Supervisor Livermore explained the Parks and Recreation Commission's consideration and support of the concept. Washoe County will be the lead county for development of the trail system. Carson City does not have anyone living in its area. Both Washoe and Douglas Counties' areas are urbanized. Discussion explained Washoe County/American Land Conservancy's involvement in the acquisition of the Ponderosa Ranch. Benefits of this acquisition were noted. Concerns were vocalized that this acquisition may negatively impact the progress of the V&T Railroad reconstruction project. Funding also needs to be provided for staffing and future operation and maintenance. Once the trail is developed, the public will use it. It will provide economic and recreational benefits for the area. Supervisor Aldean pointed out the need for the plan to consider public safety issues and to provide connectivity. Additional comments were solicited but none were given. Supervisor Livermore moved to approve the Parks and Recreation Commission's recommendation to approve the Memorandum of Understanding providing for a cooperative working relationship with Douglas and Washoe Counties for the development of Ballot Question No. 1 Lake Tahoe Path System. Supervisor Williamson seconded the motion. Motion carried 4-0.

There being no other matters for consideration, Supervisor Aldean moved to adjourn. Supervisor Williamson seconded the motion. Motion carried 4-0. Mayor Masayko adjourned the meeting at 10:50 a.m.

The Minutes of the May 20, 2004, Carson City Board of Supervisors meeting

ARE SO APPROVED ON October 7, 2004.

/s/  
Ray Masayko, Mayor