

MEMORANDUM OF UNDERSTANDING CONCERNING A TRAIL ALONG THE TRUCKEE RIVER FROM VISTA BLVD TO MUSTANG ROAD

PURPOSE:

The purpose of this MEMORANDUM OF UNDERSTANDING (“MOU”) is to formalize a working relationship between Washoe County (“COUNTY”) and Tahoe-Pyramid Trail, Inc. (“TPT”), a 501(c)3 non-profit organization, for the purpose of working together to plan the design, construction and maintenance of, and obtain necessary permits and funding for a non-motorized multi-use trail along the Truckee River from Sparks to Mustang (hereafter “Trail”).

TRAIL DESCRIPTION:

The Trail will travel along the Truckee River connecting Larkin Circle in Sparks to Lockwood Trailhead, and thence eastward to Mustang Road. TPT has identified this section of Trail as the next priority in its endeavor to create a trail along the entire 114-mile length of the Truckee River, which now stands at 80% complete. The Trail is intended to follow the north bank of the Truckee River for approximately 5 miles and cross land owned by various public and private parties. This “preferred alignment” lies wholly in unincorporated Washoe County, and in planning documents is called the “Middle Trail” (see Exhibit 1).

Intended users of the trail are hikers, bikers, runners and other non-motorized users (e-bikes would be allowed in conformance with State of Nevada regulations).

MUTUAL UNDERSTANDINGS, COMMITMENTS AND RESPONSIBILITIES:

- To work together to plan the design, construction and maintenance of, and obtain necessary permits and funding for, the Trail.
- To collaborate in the use of geographic data management systems, studies, mapping, aerial photography, and other tools which either party may hold.
- To mutually assist each other in developing an alternate route if “Middle Trail” alignment encounters a flaw that both parties agree is insurmountable.
- To use best efforts to perform their respective obligations under this MOU so that planning efforts for this Trail may be completed by end-of-year 2022, consistent with 2050 Regional Transportation Plan.
- Both parties understand that no reimbursement will be made for planning and assistance performed under this MOU.
- Both parties understand that the question of future Trail maintenance is a matter for further discussion and will be addressed in a future agreement.
- Both parties understand that Washoe County is not committing funding to the project under this MOU other than staff time as available for planning assistance.

COMMITMENT AND RESPONSIBILITIES OF WASHOE COUNTY:

- To submit grant applications and pursue other funding sources on behalf of Trail when only governmental agencies are eligible for a grant or funding, using TPT expenses as match, and as subject to COUNTY staff and COUNTY resource availability.
- To submit applications for and otherwise acquire easements, encroachment permits, utilities, etc., as may be required when only governmental agencies are eligible, and then to be the holder of such easements and permits for future operation of the Trail.
- To satisfy permitting and other requirements of Union Pacific Railroad and Nevada Department of Transportation, if any, for permits held by the COUNTY.

COMMITMENT AND RESPONSIBILITIES OF TPT:

- To perform engineering, surveying, and other planning tasks, and document such expenses so they will qualify as match for any grants to be sought by COUNTY or TPT.
- To identify appropriate grant and funding opportunities and apply when eligible.
- To prepare grant applications, provide supporting materials, assist with grant management and reporting tasks for any grants sought by COUNTY on behalf of TPT.
- To complete background research, prepare applications, and identify funding for permits to be sought by COUNTY or TPT.

PRINCIPAL CONTACTS: The principal contacts for this MOU are:

Washoe County:

- Sophia Kirschenman, Park Planner
Washoe County Parks
1001 E. 9th Street, Bldg. A, Second Floor
Reno, NV 89512
Email: skirschenman@washoecounty.us
Phone: 775-328-3623

TPT:

- Janet Phillips, President
Tahoe Pyramid Trail
4790 Caughlin Parkway, #138 Reno,
NV 89519
Email: janet@tahoepyramidtrail.org
Phone: 775-825-9868

TERM/TERMINATION:

This MOU takes effect upon signing by both parties. It shall remain in effect indefinitely unless one or both parties desire(s) to terminate it. Either party may terminate this MOU with a 60-day written notice to the other. Additionally, either party may terminate this MOU for cause, default, or negligence of the other party at any time without advanced written notice. This MOU may be amended by mutual agreement in writing and signed by both parties.

ASSIGNMENT:

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

For Washoe County:	For Tahoe-Pyramid Trail
Chair	Janet R. Phillips, President
Date:	Date:

Approved as to Form:
Washoe County District Attorney

Exhibit 1—"Middle Trail" alignment

