

**MEMORANDUM OF UNDERSTANDING
BETWEEN TAHOE REGIONAL PLANNING AGENCY AND EL DORADO COUNTY
REGARDING THE INSTALLATION AND MAINTENANCE OF BICYCLE AND PEDESTRIAN
MONITORING EQUIPMENT**

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2016, by and between the TAHOE REGIONAL PLANNING AGENCY, hereinafter referred to as the TRPA and the COUNTY OF EL DORADO, hereinafter referred to as COUNTY.

I. PURPOSE: The purpose of this MOU is to direct and define the framework for cooperation between the TRPA and the COUNTY towards the installation and continued maintenance and operation of bicycle and pedestrian monitoring equipment at Sawmill Road/ Lake Tahoe Blvd and US Highway 50/ Santa Fe Road sites.

II. BACKGROUND: The Tahoe Basin Bicycle and Pedestrian Monitoring Program is conducted jointly by TRPA and Traffic Works LLC, as well as bicycle and pedestrian network implementers including the U.S. Forest Service, California Tahoe Conservancy, Placer County, Douglas County, El Dorado County, Washoe County, Caltrans, Nevada Department of Transportation, Tahoe City Public Utility District, City of South Lake Tahoe, and Incline Village General Improvement District. The primary objectives of the monitoring program are to accurately measure the status and trends of bicycle and pedestrian activity and document the need for continued investment in these facilities. In an effort to increase accuracy and knowledge of overall status and trends, and decrease future costs associated with bicycle and pedestrian counts, TRPA has purchased permanent monitoring equipment that continually and automatically counts bicycles and pedestrians. TRPA will give these monitors to local jurisdictions to install and maintain on their respective bicycle and pedestrian facilities under the conditions laid out in this MOU.

III. STATEMENT OF MUTUAL BENEFITS AND INTERESTS: There is mutual interest in the purchase, installation, and maintenance of these monitors. The data collected helps TRPA 1) report on its progress toward increasing bicycle and pedestrian activity as part of the Regional Plan, 2) report on its progress towards thresholds related to air quality and recreation, and 3) make the case for continued investment in bicycle and pedestrian facilities.

County will benefit through 1) increased data on bicycle and pedestrian use at the respective facilities at little cost and 2) increased ability to justify additional investment in bicycle and pedestrian facilities at the local and regional scale.

IV. THE TRPA AGREES: All initial costs related to the purchase and delivery of bicycle/pedestrian monitors will be the responsibility of TRPA.

Monitoring equipment is battery operated (estimated to last an average of 1-2 years) and does not require electricity at the site.

Data collected will be available to both TRPA and the County. TRPA will be ultimately responsible for ensuring the quality of the data collected and will follow up with the

manufacturer if any data quality problems arise. Annual data summaries of all monitoring stations will be the responsibility of TRPA and will be shared with all partners.

TRPA will indemnify, defend and hold harmless County its officers, employees and agents against, all actions, claims, penalties, obligations, liabilities, or damages that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of TRPA's negligent acts or omissions related to this MOU.

TRPA will obtain, provide and maintain at its own expense during the term of this MOU a policy or policies of the type and amounts of insurance signed by a person authorized by that insurer to bind coverage on its behalf and satisfactory to the County.

TRPA will not be responsible for monitor replacement if broken or vandalized.

V. COUNTY AGREES: All installation and maintenance of the monitors will be completed by the County and must follow installation and maintenance guidelines of the manufacturer. Details of installation and maintenance can be found in the guidelines of the manufacturer. Regular maintenance requires periodic battery replacement (estimated at every 1-2 years) at the estimated cost of approximately \$125 per battery. County will be responsible for battery replacement costs.

All efforts should be made to minimize vandalism. However, it is acknowledged by TRPA that some vandalism is out of the control of the County and the County will not be held liable for damages to the monitors caused by vandalism or other actions (fire, storms, etc.) out of their control.

County should report any issues with the operation of the monitors to TRPA as soon as possible.

Each fall, County will ensure any data collected in the previous year is made available to TRPA.

County will indemnify, defend and hold harmless TRPA its officers, employees and agents against, all actions, claims, penalties, obligations, liabilities, or damages that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of County's negligent acts or omissions related to this MOU.

VI. IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE TRPA AND COUNTY

Any information furnished by the TRPA or the County is subject to the Freedom of information Act (5 U.S.C. 552).

This MOU takes effect upon the signature of both County and TRPA and will remain in effect until amended or terminated. This MOU may be amended upon written request of either County or TRPA. Either County or TRPA may terminate this MOU with a 60-day written notice to the other.

COUNTY OF EL DORADO

DATED: _____

Chair, Board of Supervisors

Attest:

James S. Mitrising

Clerk of the Board of Supervisors

TAHOE REGIONAL PLANNING AGENCY

DATED: _____

Joanne Marchetta,
Executive Director