

**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **JULY 7, 2009**

From: **JR JAMES DURFEE/ALBERT RICHIE**

Subject: **TAHOE CITY PUBLIC UTILITY DISTRICT MAINTENANCE SERVICE
AMENDMENT**

ACTION REQUESTED / RECOMMENDATION: It is recommended your Board take the following actions related to the Maintenance Service Agreement with the Tahoe City Public Utility District for park maintenance services in the Tahoe City area for FY 2009-2010:

1. Approve the attached Amendment No. 1 to Agreement No. 12236, between the County of Placer and the Tahoe City Public Utility District extending the term of the Agreement for a one-year period from July 1, 2009 to June 30, 2010; and
2. Approve payment for maintenance services in an amount not to exceed \$67,505 for Fiscal Year 2010, which includes a COLA adjustment of 3.1% in accordance with the terms of the existing Agreement No. 12236; and
3. Authorize the Chairman to sign the Amendment.

All other terms and conditions of Agreement No. 12236 shall remain in full force and effect throughout the term of this Amendment No. 1.

BACKGROUND: Placer County owns several beaches and properties along the shores of Lake Tahoe and contracts with the Tahoe City Public Utility District (TCPUD) to maintain the beaches and properties located within their district. These beaches and properties include Lake Forest Beach Park, Heritage Plaza Beach Park, and Tahoe City Commons. The TCPUD also provides striping and sign services to the Squaw Valley Bike Trail.

Staff has been working cooperatively with the TCPUD to address maintenance scope of services and costs for all beaches and parks being maintained by the TCPUD for Placer County. There have been some additions to the parks, and staff from both agencies need additional time to address the impacts to maintenance. Therefore, we are requesting your Board approve an Amendment extending the term of the existing Maintenance Service Agreement for a one-year period. County and TCPUD staff have agreed that payment for maintenance services should be in an amount not to exceed \$67,505 for Fiscal Year 2009-2010, which includes a COLA adjustment of 3.1% over last year. This COLA adjustment is in accordance with the terms of the existing Agreement No. 12236.

ENVIRONMENTAL CLEARANCE: The Maintenance Service Agreement is categorically exempt from CEQA, pursuant to Title 14, California Code of Regulations, Section 15301, which allows for the operation, repair, maintenance or minor alterations of existing facilities.

FISCAL IMPACT: As in past years, the source of funding for the maintenance services will be the Transient Occupancy Tax Fund. Funding for this contract is included within the FY 2009-2010 Budget. Therefore, this Amendment will have no net affect on the County's General Fund.

AVAILABLE AT CLERK OF THE BOARD: AGREEMENT NO. 12236

ATTACHMENT: AGREEMENT NO. 12236 AMENDMENT NO. 1

JD/AR/JR/DB

T:\FAC\BSMEMO2009\TCPUD AMENDMENT #1.DOC

305

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
COUNTY OF PLACER AND
TAHOE CITY PUBLIC UTILITY DISTRICT
FOR MAINTENANCE SERVICES**

WITNESSETH:

WHEREAS, on June 27, 2006, the County of Placer, hereinafter referred to as "County" and the Tahoe City Public Utility District, hereinafter referred to as "TCPUD," entered into County Agreement No. 12236 for maintenance of County beaches and properties located within the District along the shores of Lake Tahoe; and

WHEREAS, these beaches and properties include Lake Forest Beach Park, Heritage Plaza Beach Park, and Tahoe City Commons Beach Park. The TCPUD also provides striping and sign services to the Squaw Valley Bike Trail; and

WHEREAS, County and TCPUD staff have agreed that payment for maintenance services should be in an amount not to exceed \$67,505 for FY 2009-2010, which includes a COLA adjustment of 3.1% over last year; and

WHEREAS, both agencies require additional time to review maintenance impacts of new recreation facilities on the County's beaches.

NOW, THEREFORE, the parties hereto agree that Agreement No. 12236 shall be amended as follows:

1. Amend Section 2 to read in its entirety as follows:

"TERM/TERMINATION. The term of this Agreement shall be for a period of 1 year, commencing on July 1, 2009, and terminating on June 30, 2010. COUNTY may terminate this Agreement in its sole discretion upon sixty (60) days written notice."

2. Amend Section 6 to read in its entirety as follows:

"Payment for services shall not exceed Sixty-Seven Thousand, Five Hundred Five Dollars (\$67,505) for Fiscal Year 2009-2010.

The source of funding for maintenance service is the Transient Occupancy Tax Fund (TOT). Therefore, if any amount of the TOT funding is not made available, the TCPUD shall not be obligated to perform those specific maintenance tasks, as identified by the County, which are not funded by TOT funds. If no amount of TOT funds is made available, then the TCPUD shall not be obligated to perform the Contract."

706

3. In all other respects not expressly amended herein, Agreement No. 12236 remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 12236 to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.

County of Placer (County)

By: _____
Chairman, Board of Supervisors

Date

Tahoe City Public Utility District (TCPUD)

By: _____
President

Date

APPROVED AS TO FORM:

By: _____
County Counsel

Date

