

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

To: **BOARD OF SUPERVISORS**

Date: **APRIL 12, 2011**

From:  **JAMES DURFEE / MARK RIDEOUT**

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

ACTION REQUESTED / RECOMMENDATION: It is recommended that your Board approve Amendment No. 1 to Maintenance Services Agreement No. 12950 with the Tahoe City Public Utility District, and authorize the Chairman to execute the attached Amendment No. 1 in an amount not-to-exceed \$20,000 for maintenance and snow removal services at the Customs House property in Tahoe City.

BACKGROUND: On January 19, 2001, the Tahoe City Public Utility District (TCPUD) Board of Directors enacted Ordinance No. 240, which is commonly referred to as the "Sidewalk Ordinance." A key safety provision of this Ordinance requires that each property owner in the Tahoe City downtown area maintain the sidewalk in front of their property to a predetermined standard, which includes the removal of snow accumulations. To address this requirement at properties under their control, TCPUD regularly completes a competitive bidding process to secure maintenance and snow removal contracts. On July 30, 2010, Placer County acquired the Customs House building at 775 North Lake Boulevard, which is subject to the TCPUD Sidewalk Ordinance.

To comply with provisions of the Sidewalk Ordinance, staff began discussions with TCPUD about their interest to perform this work. The recommended scope of services includes repair of damaged sidewalk features, and snow removal from sidewalk and common areas seven-days per week, depending on storm activity. Given the uncertain nature of any given snow season, staff recommends a time and materials agreement not to exceed \$20,000 for Fiscal Year 2010-2011. Negotiations with TCPUD determined that amendment of the current Tahoe Beaches Maintenance Services Agreement No. 12950, which your Board approved on October 19, 2010, is the most appropriate way to secure this service for the winter of 2010-2011.

Facility Services is requesting your Board's approval of Amendment No. 1 to authorize payment to the TCPUD for snow removal services performed during this winter season.

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: The actual cost of these services will be allocated between occupants of the Customs House.

JD/MR/JR/DB

AVAILABLE FOR REVIEW AT CLERK OF THE BOARD: AGREEMENT NO. 12950

ATTACHMENT: AMENDMENT NO. 1

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AGREEMENT BETWEEN
COUNTY OF PLACER AND
TAHOE CITY PUBLIC UTILITY DISTRICT
FOR MAINTENANCE SERVICES

AMENDMENT NO. 1

WITNESSETH:

WHEREAS, On January 19, 2001, the Board of Directors of the Tahoe City Public Utility District (TCPUD) enacted Ordinance No. 240 (commonly called the "Sidewalk Ordinance") for the purpose of requiring that each property owner in the Tahoe City downtown area maintain the sidewalks in front of their properties to a predetermined standard, including the removal of snow accumulations; and

WHEREAS, on July 30, 2010, the County of Placer, hereinafter referred to as "County", acquired an 11,400 square foot commercial building in Tahoe City, referred to as the Customs House; and,

WHEREAS, on October 19, 2010, the County and TCPUD entered into County Agreement No. 12950 for maintenance of County beaches and properties located within the District along the shores of Lake Tahoe; and,

WHEREAS, the TCPUD has snow removal contracts in place and has agreed to remove snow from around the Customs House for a cost not-to-exceed \$20,000 for Fiscal Year 2010-2011; and,

WHEREAS, the COUNTY is desirous of having the TCPUD perform snow removal services at the Customs House and the TCPUD is willing to perform such services.

NOW, THEREFORE, the parties hereto agree that Agreement No. 12950 shall be amended as follows:

1. Amend Section 5 to read in its entirety as follows:

"AMOUNT OF PAYMENT. The COUNTY, upon the successful completion of the Work will make payment as outlined in EXHIBIT A, and as accepted by the COUNTY. COUNTY shall pay TCPUD in accordance with the attached EXHIBIT A as payment for all services set forth herein.

Payment for beach maintenance services shall not exceed **Sixty-Seven Thousand, Five Hundred Five Dollars (\$67,505)** for Fiscal Year 2010-2011. The source of funding for beach maintenance services 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.

Payment for snow removal services performed at the Customs House shall be in addition to the above payment. Payment for snow removal services shall not exceed **Twenty Thousand Dollars (\$20,000)** for Fiscal Year 2010-2011. Payment for snow removal service shall be on a time and materials basis.

2. Amend EXHIBIT A **SCOPE OF SERVICES** to add Section G to read in its entirety as follows:

"G. Snow Removal services at the Customs House, 775 N. Lake Boulevard, include:

- a. Snow removal services seven days a week depending on storm activity and snowfall;
- b. Removal of snow from all common areas including walkways, disabled ramps, and stairs;
- c. Application of environmentally safe ice melt product;
- d. Maintenance and repairs of sidewalk features such as repairing bollards.

3. Amend EXHIBIT A 2. **FEE SCHEDULE** to read in its entirety as follows:

"The COUNTY shall make payments to the TCPUD in accordance with the following schedule:

- a. Payment for work completed in Fiscal Year 2010-2011 shall be payable by July 30, 2011, for work completed through June 30, 2011."

4. In all other respects not expressly amended herein, Agreement No. 12950 remains in full force and effect.

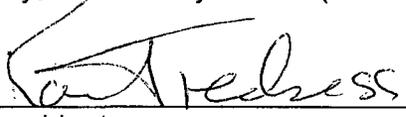
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 12950 to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.

County of Placer (COUNTY)

By: _____
Chairman, Board of Supervisors

Date

Tahoe City Public Utility District (TCPUD)

By: 
President

3/28/2011
Date

APPROVED AS TO FORM:

APPROVED AS TO FUNDS:

By: _____
County Counsel Date

 3/30/11
County Auditor Date

