

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

To: Honorable Board of Supervisors
From: ^{MD} Mary Dietrich, Facility Services Director
By: John Ramirez, Parks Administrator
Subject: North Tahoe Regional Dog Park

Date: August 26, 2014

ACTION REQUESTED:

1. Approve and execute a Use Agreement with North Tahoe Public Utility District authorizing the use of Park Dedication Fees from Recreation Area #1, North Tahoe-Martis Valley Area, in the amount of \$232,713 for a dog park at North Tahoe Regional Park in Tahoe Vista; and,
2. Approve a Budget Revision appropriating \$232,713 to the Parks and Grounds Operating Budget from Park Dedication Fees Recreation Area #1, North Tahoe-Martis Valley Area, with no net county cost.

BACKGROUND: The 102-acre North Tahoe Regional Park is owned and managed by the North Tahoe Public Utility District (NTPUD). The Park is located in Tahoe Vista at the end of National Avenue and is improved with a wide variety of facilities including five lighted tennis courts, two restroom facilities, one all-weather soccer field, two picnic shelters, four playground structures, three softball/baseball fields, a disc golf course, two miles of paved bike trail, and several miles of natural surface trails.

Due to a significant lack of locations in the North Lake Tahoe area where dog owners can legally let their dogs off-leash, the NTPUD proposes to construct a dog park on approximately five acres of the Regional Park. The proposed dog park will feature two fenced dog play areas, a restroom facility, additional parking spaces, benches, water stations, and pet waste stations. NTPUD estimates this project will cost \$324,913, and requests Placer County Park Dedication Fees (PDF) totaling \$232,713 to fund a portion of the amenities. NTPUD secured \$54,300 in funding from the non-profit "Dog Day in the Park", and NTPUD will contribute \$37,900 to the project.

On May 8, 2014, the NTPUD presented to the North Tahoe Regional Advisory Council (NTRAC) this project including the use of PDF as a funding source. NTRAC recommended approval of this project and funding request. On May 20, 2014, the County Parks Commission also recommended that your Board approve this request. In order to authorize the use of County Park Dedication Fees for the project, your Board's approval of the attached Use Agreement and a Budget Revision is required.

ENVIRONMENTAL CLEARANCE: The action requested of your Board to approve Park Dedication Fee funding is not a project pursuant to CEQA Section 15378.

FISCAL IMPACT: The uncommitted fund balance in Recreation Area #1, North Tahoe-Martis Valley, as of June 30, 2014, is \$2,017,667. With the allocation of \$232,713 for this request, the balance remaining will be \$1,784,954. A separate item on this agenda recommends allocation of an additional \$750,000 in Area #1 PDF's for construction of the Martis Valley Trail. If both items are approved, the remaining Area #1 fund balance would be \$1,034,954. As this expenditure is funded by Park Dedication Fees, there is no net County cost associated with this action.

ATTACHMENTS: BUDGET REVISION
USE AGREEMENT

CC: COUNTY EXECUTIVE OFFICE

MD/MR/JR/KT

T:\FBSMEMO2014\NTPUD DOG PARK

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PAS DOCUMENT NO.

Facility Service to do journal to transfer cash

BUDGET REVISION

POST DATE:

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
12	BR	465,426.00	2

- Cash Transfer Required
Fund 399 Subfund 001
- Reserve Cancellation Required
- Establish Reserve Required

4/2/14  Auditor-Controller
 County Executive
 Board of Supervisors

ESTIMATED REVENUE ADJUSTMENT

APPROPRIATION ADJUSTMENT

DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
12	006		100		997425	97425	8780			232,713.00
TOTAL										232,713.00

DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
12	014		100		997425	97425	2840			232,713.00
TOTAL										232,713.00

REASON FOR REVISION: TO APPROPRIATE EXPENDITURES AND OFF-SETTING REVENUES IN THE PARKS & GROUNDS BUDGET FROM THE PARK

DEDICATION FEE AREA #1, NORTH TAHOE-MARTIS VALLEY AREA, FOR THE NORTH TAHOE REGIONAL DOG PARK.

Prepared by Valerie Bayne Ext 6803
 Department Head 
 Board of Supervisors _____

Date: 8/26/14
 Page: _____

Budget Revision # _____ FOR INDIVIDUAL DEPT USE

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Contract No.: _____

Administering Agency: County of Placer Facility Services Parks Division

Contract Description: Agreement between North Tahoe Public Utility District and the County of Placer for Use of Park Dedication Fees

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and the NORTH TAHOE PUBLIC UTILITY DISTRICT, hereinafter referred to as "NTPUD", to effect the construction of a dog park at North Tahoe Regional Park in Tahoe Vista, California.

WITNESSETH:

WHEREAS, NTPUD is the owner of North Tahoe Regional Park, a 124 acre community park located at the terminus of Donner Road at 875 National Avenue in Tahoe Vista; and

WHEREAS, North Tahoe Regional Park includes trails, tennis courts, soccer field, handball courts, playgrounds, horseshoe pits, softball/baseball fields, volleyball courts, snow play hill, community garden, and a disc golf course; and

WHEREAS, there is a lack of places for dog owners to legally and safely take their dogs off-leash in the North Lake Tahoe area; and

WHEREAS, the NTPUD has requested the COUNTY'S assistance in helping to fund the cost of a new dog park at North Tahoe Regional Park.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN CONTAINED, IT IS AGREED AS FOLLOWS;

1. County Park Dedication Fees are hereby authorized to be used by NTPUD to pay for a portion of the cost to construct a dog park. County Park Dedication Fees may be used to pay for a portion of the cost for a perimeter fence, irrigation system, signage, restroom facility, and parking lot. The remainder of the dog park facilities shall be paid for by other sources.
2. COUNTY hereby grants to NTPUD County Park Dedication Fee funds in an amount up to **Two Hundred Thirty-Two Thousand Dollars Seven Hundred Thirteen and no/100 Dollars (\$232,713.00)**. Funds shall be released on a reimbursement basis. After the dog park is constructed, the COUNTY shall review a summary of expenses incurred. The COUNTY will also physically inspect the parking improvements before releasing any funds. COUNTY shall release the Park Dedication Fees to NTPUD within forty-five (45) days of receipt of a letter requesting payment. Nothing herein shall preclude or limit the use of other monies by NTPUD for construction.
3. Prior to construction, NTPUD shall submit improvement plans to the COUNTY for the purpose of allowing the COUNTY to verify the improvements to be constructed are as represented by NTPUD. Such verification by the COUNTY shall not constitute approval of design.

4. NTPUD shall comply with the California Environmental Quality Act (CEQA—Public Resources Code section 21000 et seq.) with regard to any of the activities involving the expenditure of funds received by NTPUD hereunder.
5. Completion of construction of facilities set forth in Paragraph 1 herein, shall occur no later than October 30, 2017, unless an extension is approved in writing by the Director of Placer County Department of Facility Services (“Director”). If there is substantial progress towards completion of the facilities, the Director shall not unreasonably withhold approval of an extension. NTPUD shall make the facilities funded by this Agreement open and available for public use in accordance with NTPUD’s established practices.
6. COUNTY disclaims any ownership interest in the improvements purchased and/or installed pursuant to this Agreement.
7. NTPUD, at its sole cost and expense, shall provide all necessary maintenance and repair to the recreational facility during the term of this Agreement.
8. NTPUD agrees that funds granted to it for the construction of said recreation facilities shall not be used for any purpose not specified in this Agreement.
9. NTPUD shall keep detailed accounting records. The COUNTY shall have the right to inspect detailed accounting records related to the construction of this project at any reasonable time. Under no circumstances shall the COUNTY be considered a lead agency or be responsible for securing any permits and approvals.
10. The term of this Agreement shall be for a period of twenty (20) years commencing on the _____ day of _____, 2014 and ending on the _____ day of _____, 2034.

After completion of the improvements and release of the monies by COUNTY, NTPUD may, without cause or reason, terminate this Agreement by providing thirty (30) days written notice to COUNTY. However, if NTPUD terminates this Agreement during the initial twenty (20) year term, NTPUD shall reimburse COUNTY for the actual amount granted by COUNTY to the NTPUD, in accordance with the following schedule:

<u>Years in use</u>	<u>Percent Reimbursed</u>	<u>Years in use</u>	<u>Percent Reimbursed</u>
1	95	11	45
2	90	12	40
3	85	13	35
4	80	14	30
5	75	15	25
6	70	16	20
7	65	17	15
8	60	18	10
9	55	19	5
10	50	20 or more	0

11. All notices to either party that may be required or authorized by this Agreement shall be in writing and either deposited in the United States Mail, postage prepaid, or personally delivered. The notice shall be effective upon the date of personal delivery or date of

mailing. Notices regarding this Agreement shall be sent or delivered to the COUNTY or NTPUD at:

COUNTY: Placer County Parks Administrator
Department of Facility Services
11476 C Avenue
Auburn, CA 95603

NTPUD: General Manager
North Tahoe Public Utility District
P.O. Box 139
Tahoe Vista, CA 96148

The parties may amend their addresses for notice by notifying the other parties in writing.

12. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The NTPUD shall save, keep, hold harmless, defend, and indemnify PLACER COUNTY from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the NTPUD, any of the NTPUD's employees, or any subcontractors. This duty to save harmless and to indemnify shall not extend to any claims or demands arising from County's sole negligence, willful misconduct or design or construction of any improvements or facilities.

The NTPUD shall be responsible for any liability imposed by law and for death, injury, or damage to property of any person including, but not limited to, workmen, subcontractors, and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against PLACER COUNTY for any injury, death, or damage caused by NTPUD as a result of work performed or completed, pursuant to this Agreement, NTPUD shall, at its own expense, satisfy and discharge any judgment.

As used above, the term PLACER COUNTY means Placer County, its officers, agents, employees, and volunteers.

INSURANCE:

NTPUD will file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A: VII or acceptable self-insurance. NTPUD shall provide to COUNTY a letter that certifies their Self Insurance status with the ACWA/Joint Powers Insurance Policy.

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to PROVIDER'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws,

regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the NTPUD.

NTPUD shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of NTPUD, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (1) Products and completed operations;
 - (2) Contractual liability insuring the obligations assumed by NTPUD in this Agreement; and
 - (3) Broad form property damage (including completed operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to NTPUD's work under the Contract.

- B. One of the following forms is required:
 - (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If NTPUD carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- D. If NTPUD carries a Commercial General Liability (Occurrence) policy:
 - (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the

aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- E. Special Claims Made Policy Form Provisions:
 NTPUD shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) The insurance coverage provided by NTPUD shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the NTPUD, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment

of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The NTPUD shall be responsible for all deductibles in all of the NTPUD's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

NTPUD's Obligations - NTPUD's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

Verification of Coverage - NTPUD shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the NTPUD's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the NTPUD to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

13. This Agreement shall inure to the benefit of, and bind the parties hereto, and their successors and assigns, including any and all public agencies to whom the real property and facilities herein referred to may be transferred by reason of incorporation, annexation, unification, consolidation or for any other reason.
14. If any provision of this Agreement, as applicable to either party, or to any other person or circumstance, is for any reason held to be invalid, it should not affect the validity of any other provision of this Agreement. The waiver by either party hereto, of any breach, term, covenant or condition contained herein shall not constitute a waiver of any subsequent term, covenant or condition contained herein.
15. This is an integrated Agreement and contains all of the terms, conditions, understandings and promises of the parties. The terms of this Agreement may not be modified except upon the mutual written consent of the parties.

(CONTINUED ON NEXT PAGE)

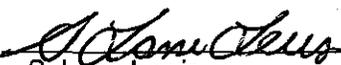
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the parties hereto.

COUNTY: Department of Facility Services
John Ramirez, Parks Administrator
11476 C Avenue
Auburn, CA 95603
Phone: (530) 889-6807
Fax: (530) 889-6809

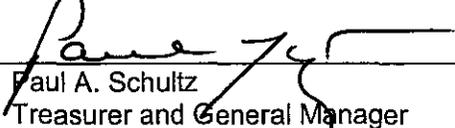
NTPUD: North Tahoe Public Utility District
Paul Schultz, General Manager
P.O. Box 139
Tahoe Vista, CA 96148
Phone: (530)546-4212
Fax: (530)546-2652

REMIT TO: North Tahoe Public Utility District
P.O. Box 139
Tahoe Vista, CA 96148

North Tahoe Public Utility District (NTPUD)

By: 
S. Lane Lewis
President, Board of Directors

Date: 7/17/14

By: 
Paul A. Schultz
Treasurer and General Manager

Date: 7/17/14

Approved as to Form:

By: 
Neil Eskind, NTPUD Counsel

Date: 7/17/14

County of Placer (COUNTY)

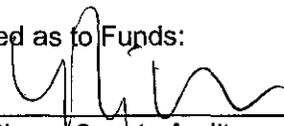
By: _____
Chair, Board of Supervisors

Date: _____

Approved as to Form:

By: _____
Placer County Counsel

Approved as to Funds:

By: 
Placer County Auditor

