

**MEMORANDUM
DEPARTMENT OF PUBLIC WORKS AND FACILITIES
COUNTY OF PLACER**

To: Honorable Board of Supervisors

Date: November 17, 2015

From: Ken Grehm, Director of Public Works and Facilities
By: Peter Kraatz, Assistant Director

Subject: Engineering / Grant of Funds / North Tahoe Regional Park

ACTION REQUESTED

Adopt a Resolution to approve a Grant of Funds Agreement with the North Tahoe Public Utility District (NTPUD) for improvements at North Tahoe Regional Park, in the amount of \$200,000.

Approve a Budget Revision in the Parks and Grounds Operating Budget of \$200,000 from Park Dedication Fees Recreation Area #1, North Tahoe PUD & Martis Valley to the Parks and Grounds operating budget, for such improvements.

BACKGROUND

As longtime partners, NTPUD and Placer County continually and proactively work toward improving recreational facilities within NTPUD's jurisdiction at the north shore of Lake Tahoe. Specifically, NTPUD owns and manages the North Tahoe Regional Park, a 108-acre park located at 6600 Donner Road in Tahoe Vista, California (Regional Park). Park amenities currently include trails, tennis courts, a soccer field, handball courts, playgrounds, horseshoe pits, softball/baseball fields, volleyball courts, a snow play hill, a community garden, and a disc golf course. With recent efforts to expand the North Tahoe Trail system from Dollar Hill to Regional Park, the County finds value in financially assisting NTPUD with developing trail support facilities at Regional Park.

Staff and NTPUD discussed a variety of projects including restrooms and parking, which can support residents and visitors alike. To further this regional vision, staff and NTPUD prepared the attached Agreement which would grant \$200,000 from Park Dedication Fees no later than December 31, 2015. The Agreement also provides NTPUD with some flexibility to develop the project scope, and these monies may be used as matching funds. This grant to support development of regional recreational amenities aligns with the appropriate and beneficial use of such funding.

ENVIRONMENTAL CLEARANCE

The granting of funds is not subject to the California Environmental Quality Act (CEQA), however, the NTPUD must comply with CEQA with regard to any of the activities involving the expenditure of funds received by the NTPUD. Under no circumstances shall the County be considered a lead agency or be responsible for securing any permits and approvals related to expenditure of said funds.

FISCAL IMPACT

This grant to NTPUD for construction of multipurpose trail support facilities totals \$200,000 and a Budget Revision in the Parks and Grounds Operating Budget is required to appropriate this amount from Park Dedication Fees Recreation Area #1, North Tahoe PUD & Martis Valley. The Board of Supervisors approval of this request would leave a remaining balance of \$1,463,707 in Recreation Area #1.

Attachment 1 – Resolution
Attachment 2 – Grant of Funds Agreement
Attachment 3 – Budget Revision

MEMORANDUM
Before the Board of Supervisors
County of Placer, State of California

In the matter of:

A resolution approving an agreement with the North Tahoe Public Utility District in the amount of \$200,000 for construction of any facilities or amenities within the North Tahoe Regional Park that support the use of regional multipurpose trails or as matching funds towards a grant for construction of any facilities or amenities within the North Tahoe Regional Park, and approve the agreement and related documents

Resol. No. _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held on _____ by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:
Clerk of said Board

BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Placer, State of California, that this Board approves and authorizes a Grant of Funds Agreement with the North Tahoe Public Utility District in the amount of \$200,000 for construction of any facilities or amenities within the North Tahoe Regional Park that support the use of regional multipurpose trails or as matching funds towards a grant for construction of any facilities or amenities within the North Tahoe Regional Park, and approve the Agreement and related documents.

AGREEMENT BETWEEN THE
NORTH TAHOE PUBLIC UTILITY DISTRICT AND THE COUNTY OF PLACER FOR
GRANT FUNDS

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the NORTH TAHOE PUBLIC UTILITY DISTRICT, hereinafter referred to as "NTPUD", to facilitate future facilities or amenities within the North Tahoe Regional Park in Tahoe Vista, California.

WITNESSETH:

WHEREAS, NTPUD is the owner and operator of the North Tahoe Regional Park, a 108 acre regional park located at 6600 Donner Road in Tahoe Vista, California; and,

WHEREAS, the 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, the North Tahoe Regional Park and its facilities and amenities are a benefit to COUNTY and its visitors and COUNTY has an interest in promoting future facilities or amenities within the North Tahoe Regional Park that serve users of a regional multipurpose trail system; and,

WHEREAS, the NTPUD has requested a COUNTY grant to aid in funding future trail-support facilities or amenities within the North Tahoe Regional Park.

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

1. The COUNTY hereby finds that facilitating future facilities or amenities within the North Tahoe Regional Park is in the financial interest of the COUNTY and will benefit the economy, tourism and the well being of COUNTY property owners.
2. The COUNTY hereby grants to the NTPUD funds in the sum of Two Hundred Thousand Dollars (\$200,000.00) (herein "Funds"). The Funds shall be paid no later than December 31, 2015.
3. The Funds may be used for construction of new facilities or amenities within the North Tahoe Regional Park that support the use of regional multipurpose trails, or as matching funds towards a grant for construction of such facilities or amenities within the North Tahoe Regional Park. The determination of the nature, location and extent of such facilities or amenities shall solely rest with the NTPUD, but one of their primary purposes shall support the users of existing and future trails in the park and those trails that and will connect to other areas outside the park.
4. NTPUD agrees to use such funds within five (5) years of the date of this Agreement. Any funds unused by that date shall be returned within sixty (60) day to the County.

5. The NTPUD shall comply with the California Environmental Quality Act (CEQA— Cal. Public Resources Code section 21000 et seq.) with regard to any of the activities involving the expenditure of funds received by NTPUD hereunder. Under no circumstances shall the COUNTY be considered a lead agency or be responsible for securing any permits and approvals.
6. The COUNTY disclaims any ownership interest in any facilities or amenities constructed or installed pursuant to this Agreement.
7. The NTPUD, at its sole cost and expense, shall be responsible for all necessary maintenance and repair to any facilities or amenities constructed with the Funds.
8. The NTPUD agrees that funds granted to it herein shall not be used for any purpose not specified in this Agreement.
9. The NTPUD shall keep detailed accounting records of its use of the Funds. The COUNTY shall have the right to inspect said records related at any reasonable time.
10. 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 the NTPUD at:

COUNTY: Placer County Parks Administrator
Department of Public Works and Facilities
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.

11. **Hold Harmless and Indemnification Agreement**

The NTPUD shall save, keep, hold harmless, defend, and indemnify 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 using the Funds 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 due to the use of the Funds.

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

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

12. Insurance:

With respect to the NTPUD's use of the Funds:

The NTPUD will file with the COUNTY 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 NTPUD'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.

The 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 the 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 the 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:

The 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.**
16. **NTPUD shall install at NTPUD's expense, in a prominent and mutually acceptable location at all facilities or amenities constructed in whole or in part with funds provided by this Agreement, a sign acknowledging the COUNTY's contribution of funds to the facility or amenity. The sign(s) shall contain such other information as the COUNTY may reasonably request.**

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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.

APPROVE AS TO PROCEDURE:

By: _____
Ken Grehm, Director
Department of
Public Works and Facilities

Date: _____

"COUNTY"
COUNTY OF PLACER

By: _____
Chair, Board of Supervisors

Date: _____

APPROVE AS TO FUNDS:

By: _____
Auditor, Placer County

Date: _____

"NTPUD"
NORTH TAHOE PUBLIC UTILITY DISTRICT

By: _____
John Bergmann
President, Board of Directors

Date: _____

APPROVE AS TO FORM:

By: _____
County Counsel, Placer County

Date: _____

APPROVE AS TO FORM:

By: _____
Counsel, NTPUD

Date: _____

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	400,000.00	2

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

11/3/15 *nb*
 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	DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
12	006		100		997425	97425	8780			200,000.00	12	014		100		997425	97425	2840			200,000.00
TOTAL											TOTAL										
200,000.00											200,000.00										

PC AUDITOR-CONTROLLER
 2015 NOV - 8 AM 11:24

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

DEDICATION FEE AREA #01, NORTH TAHOE PUD & MARTIS VALLEY, FOR IMPROVEMENTS AT NORTH TAHOE REGIONAL PARK.

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

Date: 11/17/15
 Page: _____

Budget Revision # _____ FOR INDIVIDUAL DEPT USE