



**MEMORANDUM
COUNTY EXECUTIVE OFFICE
ADMINISTRATION**
County of Placer

TO: Honorable Board of Supervisors **DATE:** June 28, 2022
FROM: Jane Christenson, Acting County Executive Officer
BY: Stephanie Holloway, Principal Management Analyst
SUBJECT: Tahoe Transportation District (TTD) – Service MOU and Funding

ACTION REQUESTED

Authorize the County Executive Officer, or designee, to execute a Memorandum of Understanding with the Tahoe Transportation District (TTD) in an amount not to exceed \$75,000 for regional transportation program and funding initiatives, subject to Risk Management and County Counsel concurrence.

BACKGROUND

On May 24, 2022 the Board of Supervisors approved a resolution which supports a regional effort, called the 7-7-7 funding plan, to establish a sustainable transportation funding strategy for implementation of transportation programs and projects within the Lake Tahoe region. Your Board's support provided momentum and leadership within the local partnership of the region.

The first step in the development of the 7-7-7 funding plan and partnership is arrival at a local jurisdictional consensus of an approach to move forward a proposal for discussion at the state and federal level. The second step for achieving a regional transportation funding plan is to establish a regionally sustainable support structure which will assist implementation of regional projects and programs, specifically initial funding for leadership and technical support staffing. The Tahoe Transportation Implementation Committee (TTIC) members from local governments, including Placer County, and the state departments of transportation along with the Tahoe Transportation District and Tahoe Regional Planning Agency (TRPA) have developed a draft list of proposed projects for the entire Lake Tahoe region which includes implementation of the TART systems plan, Fanny Bridge Phase 2 project completion, transit priority lanes on SR 89 and 267, as well as priority trail segments within Placer County.

Therefore, County Executive Office staff are proposing a service Memorandum of Understanding (MOU) with the Tahoe Transportation District which will facilitate and coordinate federal and state transportation formula and competitive grant funding opportunities as well as technical support for implementation of both local and regional programs such as Fanny Bridge Phase 2 and parking management coordination. Additional services would include representation and advocacy for the regional transportation funding strategy at federal and state boards and committees.

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Apportionment of funding from local jurisdictions within the Basin is proposed to be allocated by fair-share benefit based on percentage of travel demand from residential and commercial development within the Basin. For Placer County, the travel demand is 21-25% of the total within the Basin.

FISCAL IMPACT

The MOU has a total amount not to exceed \$75,000. Funding for this contract will be provided from the County General Fund through the FY 2022-23 Community & Agency Support (CC10018) budget.

ATTACHMENTS

Attachment 1 – Draft Tahoe Transportation District Service Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING FOR REGIONAL
TRANSPORTATION PROJECTS AND PROGRAMS FUNDING
INITIATIVES IN EASTERN PLACER COUNTY**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “MOU”, is made and entered into on _____, by and between the County of Placer, hereinafter referred to as “County”, and the Tahoe Transportation District, a special purpose district established by the U.S. Congress, hereinafter referred to as “TTD” or “Consultant”.

RECITALS:

WHEREAS, the States of California and Nevada and the U.S. Congress amended the Tahoe Regional Planning Agency (TRPA) Compact in 1980, with Public Law 96-551, establishing the Tahoe Transportation District; and

WHEREAS, TTD is responsible for facilitating and implementing safe, environmentally positive, multi-modal transportation plans, programs, and projects for the Lake Tahoe Basin, including transit operations; and

WHEREAS, a regional transportation plan for the integrated development of a regional system of transportation, including but not limited to parkways, highways, transportation facilities, transit routes, waterways, navigation facilities, public transportation facilities, bicycle facilities, and appurtenant terminals and facilities for the movement of people and goods within the region has been developed by TPRA; and

WHEREAS, implementation of the regional transportation plan, including projects and programs within Placer County, is the responsibility of TTD and local jurisdictions, and

WHEREAS, the Placer County Board of Supervisors approved a resolution which supports a regional effort to establish a long term, sustainable transportation funding strategy for implementation of transportation programs and projects within the Lake Tahoe region at its May 24th, 2022 meeting, and

WHEREAS, TTD will facilitate and coordinate federal and state transportation formula and competitive grant funding opportunities as well as technical support for implementation of both local and regional programs such as Fanny Bridge Phase 2 and parking management coordination, and

WHEREAS, the County is a member of the TTD Board of Directors and receives direct benefit from the services provided by TTD, and

WHEREAS, the County funds services provided by the TTD with Transient Occupancy Tax, as described within this MOU.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. **TERM.** This MOU shall be effective upon execution by both parties. The term of this MOU is from July 1, 2022 through June 30, 2023.
2. **SERVICE.** TTD shall perform the work described in Exhibit A – Scope of Work.
3. **FUNDING.** This MOU is for a maximum of Seventy Five Thousand Dollars (\$75,000).
4. **INVOICING.** TTD shall provide an invoice and documentation for services rendered pursuant to the Scope of Work included in Exhibit A. Invoices will be submitted to the County on a bi-annual basis- on or around January 1 and June 30. Invoices shall reference this MOU, the payment due date, and the relevant period of service. Invoices shall be due and payable on a Net 30 basis. Each invoice shall not exceed one-half (1/2) of the total amount stated in Section 3 above.
5. **REPORTING.** TTD will provide a quarterly report to the County which documents the completion of tasks in Exhibit A – Scope of Work.
6. **RECORDS.** TTD shall maintain satisfactory account statements, records and other documents relating to the work performed under this MOU. Records shall be retained by TTD for three (3) years following the completion of work performed.
7. **AMENDMENTS.** This MOU may be amended in writing signed by both parties.
8. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT.** The Consultant hereby agrees to protect, defend, indemnify, and hold County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement, except where caused by the sole negligence of County. Consultant agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Consultant. Consultant also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Consultant or the County or to enlarge in any way the Consultant's liability but is intended solely to provide for indemnification of County from liability for damages or injuries to third persons or property arising from Consultant's performance pursuant to this contract or agreement.

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

9. **INSURANCE.** Consultant shall 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, showing the coverages below. The parties agree that TTD can meet the below insurance requirements through a program of self-insurance acceptable to the County's Risk Manager.
 - 1) WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:

Worker's 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 Consultant'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 Worker's 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 MOU by the Consultant.

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

2) GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Consultant, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability ensuring the obligations assumed by Consultant in this MOU.

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 Consultant 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 Consultant 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:

Consultant 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 Consultant 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.

3) 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 an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this MOU."

B. "The insurance provided by the Consultant, 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"

4) 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.

5) 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 Consultant shall be responsible for all deductibles in all of the Consultant's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

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

Verification of Coverage - Consultant 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 Consultant'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 Consultant to maintain the insurance required by this MOU, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

10. **ENTIRETY OF AGREEMENT.** This MOU contains the entire agreement of TTD and County with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this MOU, shall be binding or valid
11. **GOVERNING LAW.** This MOU is executed and intended to be performed in the State of California, and the laws of the State shall govern its interpretation and effect. Any legal proceedings on this MOU shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
12. **NOTICE.** Written notice under this MOU shall be provided via U.S. Mail, electronic mail, or in person as follows:

COUNTY: County Executive Office
P.O. Box 1909
Tahoe City, CA 96145

TTD: Tahoe Transportation District
P.O. Box 499
Zephyr Cove, NV 89448

(This Space Intentionally Left Blank)

IN WITNESS THEREOF, the parties hereto have executed this MOU the day and year first above written.

Tahoe Transportation District

County of Placer

By: _____

By: _____

Alexis Hill, Chair,
TTD Board of Directors

Jane Christenson
Acting County Executive Officer

Date: _____

Date: _____

Approved as to Form:

By: _____

County Counsel

Date: _____

EXHIBIT A SCOPE OF WORK

Task 1 – Regional Sustainable Transportation Funding Development

TTD will advance development of the federal, state, and local/private funding plan and partnership (currently called the 7-7-7 funding plan). TTD staff will facilitate local jurisdictional consensus of an approach to move forward a proposal for discussion at the state and federal level.

Task 2 – Transportation Project Implementation Support

TTD will facilitate and coordinate federal and state transportation formula and competitive grant funding opportunities which align with projects within Placer County. TTD will also provide technical support for implementation of both local and regional programs such as Fanny Bridge Phase 2 and parking management coordination.

Task 3 – Federal, State and Local representation

TTD will represent and advocate for the regional transportation funding strategy at federal, state, and local boards and committees.