



**MEMORANDUM
FACILITIES MANAGEMENT
REAL ESTATE SERVICES DIVISION
County of Placer**

TO: Honorable Board of Supervisors **DATE:** October 11, 2022
FROM: Steve Newsom, Director of Facilities Management
BY: Nicole Artim, Project Manager
SUBJECT: Real Estate Services Division / Reimbursement Agreement for Drainage Inlet Repair / Tahoe City Public Utility District and Plumas Bank / 243 North Lake Boulevard, Tahoe City, CA

ACTION REQUESTED

Authorize the Director of Facilities Management, or designee, to execute and implement a Reimbursement Agreement for Drainage Inlet Repair between the County, Tahoe City Public Utility District, and Plumas Bank wherein the Parties agree to share costs to repair a drainage inlet at the Bechdolt Building Property at 243 North Lake Boulevard, Tahoe City, California, and authorize payment of an amount up to \$3,787 of the shared costs of repair.

BACKGROUND

The Placer County (County) owned Bechdolt Building Property is located at 243 North Lake Boulevard, Tahoe City, California ("Property"). A drainage inlet and the surrounding asphalt on the north side of the Property required repair to avoid becoming a road hazard. This drainage inlet lies in the path of traffic behind the Bechdolt Building and services drainage from several adjacent properties owned by the Tahoe City Public Utility District ("District"), Kila Property, and Plumas Bank.

The County, District, and Plumas Bank negotiated a Reimbursement Agreement Drainage Inlet Repair ("Agreement") providing for cost-sharing based on the percentage of surface drainage from each property going to the drainage inlet. Since the drainage inlet is on County property, the County contracted for and oversaw the repair of the drainage inlet. The District and Plumas Bank have agreed to reimburse the County for their proportional share of the repair expense with the understanding that if costs exceed the estimated amount for repair, further discussions will occur. Both the repair estimate and the final invoice are for Thirteen Thousand One Hundred Fifty and No/100 Dollars (\$13,150.00). The District further agrees to reimburse the County for the Kila Property's proportional share of the repair. A breakdown of the proportion share and anticipated costs are as follows:

- Placer County: 28.8% - \$3,787.00
- District (including Kila Property and Easement): 68.2% - \$8,968.00
- Plumas Bank: 3.0% - \$395.00

Placer County scheduled, contracted, and oversaw the drainage inlet repair which was completed on September 1, 2022. Placer County shall prepare and submit an invoice of

Honorable Board of Supervisors

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contractor expenses to the District and Plumas Bank. The District and Plumas Bank have agreed to reimburse the County according to the Agreement within 30 days of receipt of a satisfactory invoice. The Agreement shall terminate upon receipt of the District's and Plumas Bank's reimbursement to the County and the County's acceptance of the repair. The Agreement (Attachment A) has been reviewed by County Counsel and Risk Management.

ENVIRONMENTAL IMPACT

This Agreement and Project are exempt from review pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15301 – Existing Facilities which exempts activities associated with the operation, repair, and maintenance of existing public or private structures or facilities not expanding existing uses.

FISCAL IMPACT

The District and Plumas Bank will reimburse Placer County for their proportionate share (\$9,363.00) of total expenses for the Project, including the District's reimbursement for expenses on behalf of Kila Property. The reimbursement will cover costs incurred by the Building Maintenance Division in the Fiscal Year (FY) 2022-23 Capital Project Fund (CC12018), Project PJ01971 Bechdolt Building Maintenance Projects. The Real Estate staffing costs to prepare and manage the Agreement are funded in the Real Estate Services Division (CC12017) FY 2022-23 Budget. There is no additional impact to the General Fund for this item.

ATTACHMENTS

Attachment A - Reimbursement Agreement Drainage Inlet Repair

Exhibit 1 – Bechdolt Building Property and Adjacent Properties Map

ATTACHMENT A
REIMBURSEMENT AGREEMENT
DRAINAGE INLET REPAIR
BECHDOLT BUILDING – 243 N. LAKE BLVD, TAHOE CITY

This Reimbursement Agreement for the Drainage Inlet Repair on the Bechdolt Building Property (“Agreement”) is made and entered into this day of _____ between the Tahoe City Public Utility District, a California public utility district (“District”), and Plumas Bank Tahoe City Branch Office (“Bank”), and the County of Placer, a political subdivision of the State of California (“County”).

RECITALS

WHEREAS, the County is undertaking a project to repair a drainage inlet (the “Project”) which collects surface drainage from and is located on the property at 243 North Lake Boulevard, Tahoe City, California and commonly referred to as Assessor’s Parcel Number (“APN”) 094-540-004 (“County Property”); and

WHEREAS, the District is the owner of a neighboring property located at 251 North Lake Boulevard, Tahoe City, California and commonly referred to as APN 094-020-008-000 (“TCPUD Property”) a portion of which contributes surface drainage to the above drainage inlet; and

WHEREAS, the Bank, is the owner of a neighboring property located at 215 North Lake Boulevard, Tahoe City, California and commonly referred to as APN 094-540-010 (“Plumas Property”) a portion of which contributes surface drainage to the above drainage inlet; and

WHEREAS, the District, Bank and County agree that an additional neighboring property, APN 094-070-016-000 (“Kila Property”) also contribute surface drainage to the above drainage inlet; and

WHEREAS, the County agrees to complete the Project, and the District and the Bank agree to reimburse the County, their proportional share of actual Project costs respectively as described below.

NOW, THEREFORE, in consideration of the Recitals set forth above, and the mutual promises and conditions set forth herein, the parties hereto agree as follows:

1. The County, District, and Bank agree that proportional share of the surface drainage areas contributing to the drainage inlet are as follows:

County Property:	28.8% (9,291 square feet)
TCPUD Property:	61.7% (19,936 square feet)
Plumas Property:	3.0% (971 square feet)
Kila Property:	6.5% (2,107 square feet)

2. The County, at its sole discretion, will determine the means and methods to repair the drainage inlet and then complete the Project using its own forces or contractors.
3. The District agrees to reimburse the County for the TCPUD Property's proportional share of actual and direct expenses for the Project. Direct expenses shall include contractor expenses (including profit and overhead and any labor or materials employed directly on the Project by the County).
4. The District further agrees to reimburse the County for the Kila Property's proportional share of actual and direct expenses for the Project. The District will seek and be responsible itself for reimbursement of this cost from the owners of the Kila Property.
5. The Bank agrees to reimburse the County for the Plumas Property's proportional share of actual and direct expenses for the Project. Direct expenses shall include contractor expenses (including profit and overhead and any labor or materials employed directly on the Project by the County).
6. In no case, shall the District's combined contribution to the Project exceed \$15,000 without the prior written approval of the District.
7. In no case, shall the Bank's contribution to the Project exceed \$500 without the prior written approval of the Bank.
8. The County shall prepare and submit an invoice, including receipts for all expenses, and submit to the District and Bank. The District and Bank agree to reimburse the County according to this Agreement within 30 days of receipt of a satisfactory invoice.
9. The County, as the contracting agency, accepts all contractual responsibility for all work related to the Project including, but not limited to, selecting, engaging, and overseeing the work of the contractor if one is used by County.
10. INDEMNITY:
 - a. County agrees to indemnify and hold harmless District and Bank and their employees, agents, and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of County, its employees, agents, contractors, and elective and appointive boards.
 - b. District and Bank agree to indemnify and hold harmless County, its employees, agents, and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of District and, or Bank, their employees, agents, and elective and appointive boards.
11. INSURANCE: It is agreed that District, Bank and County shall each maintain at all times during the performance of this Agreement insurance coverage or self insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations, including general liability, automobile liability, professional liability, and workers' compensation insurance or self insurance in the statutory amount of \$1,000,000. Any contract provision requiring insurance of County's contractor, if any, to insure County as

an additional insured shall also require District and Bank to be insured as an additional insured.

12. This Agreement shall terminate upon receipt and deposit of the District's and the Bank's reimbursement to County as described above and County's acceptance of the Project.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

TAHOE CITY PUBLIC UTILITY DISTRICT, a public agency

By: _____
Sean Barclay, General Manager

Date: _____

APPROVED AS TO FORM

By: _____
District Counsel

Date: _____

PLUMAS BANK TAHOE CITY BRANCH OFFICE

By: _____
Kathy Beatty, Assistant Vice President
& Services Administrator & Manager

Date: _____

PLACER COUNTY, a political subdivision of the State of California

By: _____
Steve Newsom, Director of Facilities Management

Date: _____

APPROVED AS TO FORM

By: _____
County Counsel

Date: _____

EXHIBIT 1

Bechdolt Building Property and Adjacent Properties Map



