

**PLACER COUNTY**  
**REDEVELOPMENT AGENCY**

**MEMORANDUM**

**TO:** Honorable Members of the Redevelopment Agency Board  
**FROM:** Richard E. Colwell, Chief Assistant CEO–Redevelopment Director  
Rae James, Deputy Director  
**DATE:** November 6, 2007  
**SUBJECT:** Adopt a Resolution Approving an Agreement between the Redevelopment Agency and the Department of Public Works for Parking Enforcement in a Not To Exceed Amount of \$11,300 and Authorize the Chief Assistant CEO–Redevelopment Director or Designee to Execute the Agreement and all Related Documents subject to Agency Counsel Review.

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**ACTION REQUESTED**

Adopt a resolution approving an agreement between the Redevelopment Agency (Agency) and the Department of Public Works (Public Works) for parking enforcement in a not to exceed amount of \$11,300 and authorize the Chief Assistant CEO–Redevelopment Director or designee to execute the agreement and all related documents subject to Agency Counsel review.

**BACKGROUND**

On March 6, 2007, the Board of Supervisors adopted an ordinance amending Chapter 10 Vehicles and Traffic of the Placer County Code (Code) to include Agency parking lots and add the two lots to the County's existing list. Another item on today's agenda adds a new lot to the County inventory of active lots. The proposed Parking Management Agreement authorizes Public Works to enforce the parking statues as outlined by the Code. Public Works will utilize the assistance of the local Sheriff's Department when vehicle towing is required.

The Agency seeks your Board approval to enter into a Parking Management Agreement (Agreement) in the not to exceed amount of \$11,300 for the FY 2007-08 with Public Works for parking enforcement of the parking lots owned by the Agency (See attached Agreement).

The Agency has adopted a strategy of entering into agreements with Public Works for assistance with design, construction, and maintenance of various projects undertaken by the Agency. The Agreement allows transfer of Agency funds to Public Works for parking enforcement costs.

Approval of this item is the next step in the long term operation of the Agency's public parking facilities.

**ENVIRONMENTAL STATUS**

The environmental review process was completed in compliance with the California Environmental Quality Act ("CEQA") for each parking lot listed in this agreement prior to construction of the same. The subject agreement does not constitute a project for purposes of CEQA and therefore additional environmental review is not triggered.

**FISCAL IMPACT**

The Agency has sufficient North Lake Tahoe Tax Increment Funds int its FY 2007-08 Budget to pay for this effort. There is no impact to the County General Fund.

**RECOMMENDATION**

Adopt a resolution approving an agreement between the Agency and Public Works for parking enforcement in a not to exceed amount of \$11,300 and authorize the Chief Assistant CEO–Redevelopment Director or designee to execute the agreement and all related documents subject to Agency Counsel review.

Attachment: Resolution  
Parking Management Agreement

cc: Karin Schwab, Agency Counsel

**Before the Placer County  
Redevelopment Agency Board of Directors  
County of Placer, State of California**

**In the matter of:**

**Adopt a resolution approving an agreement between the Redevelopment Agency and the Department of Public Works for parking enforcement in a not to exceed amount of \$11,300 and authorize the Chief Assistant CEO-Redevelopment Director or designee to execute the agreement and all related documents subject to Agency Counsel review.**

**Resol. No:.....**

**Ord. No:.....**

**First Reading: .....**

**The following Resolution was duly passed by the Redevelopment Agency Board of the County of Placer at a regular meeting held \_\_\_\_\_,**

**by the following vote on roll call:**

**Ayes:**

**Noes:**

**Absent:**

**Signed and approved by me after its passage.**

**Attest:  
Clerk of said Board**

\_\_\_\_\_  
**Chair, Agency Board**

\_\_\_\_\_  
**WHEREAS, the Placer County Redevelopment Agency (Agency) has adopted the North Tahoe Redevelopment Project Area (Project Area), the North Tahoe Redevelopment Plan, and the Implementation Plan for the North Tahoe Redevelopment Project Area (Project Area and Plans); and**

**WHEREAS, the Agency is responsible for administering the Project Area and Plans to effectuate redevelopment efforts within the Project Area; and**

**WHEREAS, the Agency is funding the enforcement of parking with North Lake Tahoe Redevelopment Area Tax Increment Funds; and**

WHEREAS, all environmental studies have been completed for each parking lot with findings of No Significant Impact and the agreement does not require additional analysis; and

WHEREAS, sufficient funds are available to pay for this project using North Lake Tahoe Tax Increment funds.

NOW, THEREFORE, BE IT RESOLVED by the Agency Board that the Parking Management Agreement with the Department of Public Works is approved and the Chief Assistant CEO–Redevelopment Director or designee is authorized to execute the agreement and all related documents in a not to exceed amount of \$11,300, subject to Agency Counsel review.

BE IT FURTHER RESOLVED by the Agency Board to approve the Agreement.

BE IT FURTHER RESOLVED by the Agency Board that this resolution shall become effective immediately upon adoption.

**Administering Agency:** Placer County Redevelopment Agency  
**Agreement No.:** 2007/2008-02  
**Agreement Description:** Parking Management Agreement

### **PARKING MANAGEMENT AGREEMENT**

**THIS AGREEMENT** is made at Auburn, California, by and between the Placer County Redevelopment Agency, a public body corporate and politic ("AGENCY") and the Department of Public Works of Placer County, a political subdivision of the State of California ("DPW"). AGENCY and DPW are hereinafter referred to collectively as the "Parties".

#### **RECITALS**

WHEREAS, AGENCY owns that real property located at 8445 Brook Avenue, Kings Beach, 250 Jackpine Street, Tahoe City, and 8846 Minnow Avenue, Kings Beach, County of Placer, California; and

WHEREAS, all three parcels are improved with public parking lots; and

WHEREAS, AGENCY seeks to utilize DPW's facilities, resources and staff to manage said public parking lots as set forth herein; and

WHEREAS, pursuant to the terms and conditions set forth herein, DPW is willing to provide parking management services for the Agency's public parking lots.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. TERM.** The term of this Agreement shall commence on July 1, 2007, and shall be for one (1) consecutive twelve-month Placer County ("County") fiscal year, ending on June 30, 2008. This Agreement may be extended for each subsequent County fiscal year upon the mutual written consent of both Parties and after the AGENCY determines that it has funding for this Agreement in its budget for that particular fiscal year.

**2. PARKING MANAGEMENT SERVICES.** DPW agrees to provide those parking management services set forth in Exhibit "A". The Parties may add or eliminate services upon the written consent of both Parties.

**3. BUDGET.** DPW will provide an annual budget for the services set forth in Exhibit "A" to AGENCY no later than February 15<sup>th</sup> of the current fiscal year for the next fiscal year. The final budget for services to be performed under this Agreement must be approved in advance by both the Director of Public Works and the Chief Assistant CEO – Redevelopment Director, or designees. The budget for the 2007-2008 Fiscal year is in the amount not to exceed

**eleven thousand three hundred dollars (\$11,300)** and the breakdown of this budget is set forth in Exhibit B of this Agreement.

**4. PAYMENT.** AGENCY will provide DPW with OCA #200120-1000 for the purposes of charging AGENCY for all DPW'S costs incurred under this Agreement. DPW shall provide AGENCY with invoices and documentation for all costs requested for payment. AGENCY shall reimburse DPW no later than 45 days from receipt of invoice.

All monthly billings shall include adequate documentation for charges incurred in the parking management for each individual lot. This documentation should consist of invoices, receipts, payroll records, etc. Payment is made with Journal Vouchers.

**5. AGENCY PUBLIC PARKING LOTS.** DPW will provide parking management services to the following AGENCY-owned parking lots and real property:

- Brook Avenue Public Parking Lot – 8445 Brook Ave., Kings Beach
- Jackpine Street Public Parking Lot – 250 Jackpine Street, Tahoe City
- Minnow Avenue Public Parking Lot – 8846 Minnow Avenue, Kings Beach

(Hereinafter referred to collectively as "Agency Lots".)

No later than December 31<sup>st</sup> of each year this Agreement is in effect, AGENCY will advise DPW of new Agency-owned public parking lots that will be added to the list of parking lots that DPW will manage. This will allow sufficient time for DPW to develop its budget by February of the following County fiscal year.

**6. FACILITIES, EQUIPMENT AND OTHER MATERIALS.** DPW shall, at its cost and expense, furnish all facilities, equipment, staff and other materials which may be required for furnishing services pursuant to this Agreement.

**7. RECORDS.** DPW shall maintain, at all times, complete detailed records with regard to work performed under this Agreement. DPW shall submit monthly reports to the AGENCY which indicate the type of service and hours of service provided.

**8. NO ASSIGNMENT.** DPW shall not assign this Agreement in whole or in part, nor delegate any rights or duties set forth herein, without written consent of the AGENCY. Notwithstanding this provision, the Parties expressly recognize and agree that contracts may be entered into with a tow company pursuant to Article 10.24.050 of the County Code, and any actions that must be carried out by law enforcement pursuant to Articles 10.2 and/or 10.24 of the County Code are duties that will be delegated.

**9. TERMINATION.** This Agreement may be terminated at any time by either party, by giving written notice of termination to the other party, in accordance with Section 13 below.

**10. NO AGENCY RELATIONSHIP.** Nothing in this Agreement shall create nor be construed to create any agency relationship between the Parties.

**11. INDEMNITY.** DPW shall indemnify, defend and hold harmless Agency and its elected and appointed officials, employees, agents and contractors (collectively, "**Indemnitees**") from and against any and all loss, liability, cost, claim, cause of action, demand, judgment, expense, (including reasonable attorneys' fees) or damage (collectively "**Claims**") arising from or related to DPW's performance or failure to perform its obligations pursuant to this Agreement, except to the extent the same are attributable to the gross negligence or willful misconduct of the Indemnitees.

Agency shall indemnify, defend and hold harmless DPW and its appointed officials, employees, agents and contractors (collectively, "**DPW Indemnitees**") from and against any and all losses, liability, cost, claim, cause of action, demand, judgment, expense (including reasonable attorney's fees) or damage (collectively "**Claims**") arising from or related to Agency's performance or failure to perform its obligations pursuant to this Agreement, except to the extent the same are attributable to the gross negligence or willful misconduct of DPW Indemnitees.

**12. INSURANCE.** The Parties acknowledge that both the AGENCY and DPW, as a department in the County, are both self-insured public entities. Parties agree that each Party may satisfy its insurance requirements through a program of self-insurance. Agency shall not be obligated to maintain any insurance for any work performed under this Agreement by DPW.

In the event that either or both Parties discontinues its policy of self-insurance, that party agrees to procure and continue in force and effect insurance coverage as set forth in Exhibit "C" of this Agreement.

**13. NOTICE.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

**AGENCY**

Placer County Redevelopment Agency  
Attention: James LoBue  
3091 County Center Drive Suite 260  
Auburn, CA 95603

Phone: (530) 745-3150  
Fax: (530) 745-3152

**COUNTY**

Placer County Department of Public Works  
Attention: Ken Grehm  
3091 County Center Drive Suite 220  
Auburn, CA 95603

Phone: (530) 745-7500  
Fax: (530) 745-7544

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

**14. AMENDMENTS.** This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed and acknowledged by the Parties.

**15. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements with respect thereto.

**16. NO THIRD PARTY BENEFICIARIES.** This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any rights in any person not a party hereto.

**17. SEVERABILITY.** If any term, provision, covenant or condition contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

**18. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**AGENCY**  
Placer County Redevelopment Agency

**DPW**  
Placer County, Department of Public Works

**By:** \_\_\_\_\_  
Richard Colwell, Chief Assistant CEO-  
Redevelopment Director

**By:** \_\_\_\_\_  
Ken Grehm, Director

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
Karin Schwab, Agency Counsel

**By:** \_\_\_\_\_  
Christiana Darlington,  
Deputy County Counsel

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Exhibit A**  
**PARKING MANAGEMENT SERVICES**

Subject to the terms and conditions set forth in this Agreement, DPW shall provide the following services to the Agency Lots:

- Implementation of all applicable provisions of Chapter 10, Article 10.12, Part 1 of the County Code entitled "Snow Area Parking"
- Implementation of all applicable provisions of Chapter 10, Article 10.24 of the County Code entitled "Abandoned Vehicles"
- Response to complaints made by the public regarding the Agency Lots
- Post and maintain proper signage citing applicable County Code and State Vehicle Code enforcement provisions.

**Exhibit B**  
**PARKING MANAGEMENT SERVICES BUDGET BREAKDOWN FOR FY 2007-2008**

At an hourly rate of \$20/hour X four hours/day X five days/week X twenty-two weeks =	\$8,800
Allocation for unreimbursed vehicle expenses	<u>\$1,000</u>
Sub Total	\$9,800
Administration-Overhead	<u>\$1,500</u>
Agreement Total	\$11,300

**Exhibit C**  
**ALTERNATIVE INSURANCE REQUIREMENTS**

a. 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 the Project Construction Manager's and/or the Project General Contractor'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 canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

Both the Project Construction Manager and the Project General Contractor shall require all Subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

b. GENERAL LIABILITY INSURANCE:

i. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of the Project Construction Manager and/or the Project General Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by the Project Construction Manager and/or the Project General Contractor in the subsequent agreements entered into by and between each with the County.

ii. One of the following forms is required:

(1) Comprehensive General Liability;  
(2) Commercial General Liability (Occurrence); or  
(3) Commercial General Liability (Claims Made).

iii. If either the Project Construction Manager and/or the Project General Contractor carry 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
- One million dollars (\$1,000,000) aggregate

iv. If either the Project Construction Manager and/or the Project General Contractor 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
- One million dollars (\$1,000,000) 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).

v. Special Claims Made Policy Form Provisions:

Neither the Project Construction Manager nor the Project General Contractor shall 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
- One million dollars (\$1,000,000) General Aggregate

(2) The insurance coverage provided by both the Project Construction Manager and the Project General Contractor shall contain language providing coverage up to six (6) months following the completion of the contract(s) entered into with County in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

c. ENDORSEMENTS:

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

1. "The County of Placer and the Placer County Redevelopment Agency, its respective 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."
2. "The insurance provided by [the Project Construction Manager] [Project General Contractor], 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 or the Placer County Redevelopment Agency and no insurance held or owned by the County of Placer or the Placer County Redevelopment Agency shall be called upon to contribute to a loss."
3. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

d. 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 should include owned, non-owned, and hired automobiles/trucks.

