

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS
FROM: ^{XD} KEN GREHM / PETER KRAATZ

DATE: March 8, 2011

SUBJECT: **COOPERATIVE AGREEMENT WITH TAHOE CITY PUBLIC UTILITY DISTRICT (TCPUD), STATE FUNDS – BICYCLE TRANSPORTATION ACCOUNT (BTA) LAKE SIDE TRAIL**

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution (1) approving a Budget Revision to add \$1,004,106 to the Fiscal Year 2010-11 Department of Public Works Budget to accept and manage approved Bicycle Transportation Account (BTA) funds for the construction of Phases V-VII of Lakeside Trail on behalf of the Tahoe City Public Utility District (TCPUD); (2) approve a Cooperative Agreement between the Department of Public Works and the TCPUD to provide a means to pass through approved BTA funds from the County to TCPUD; and (3) authorize the Director of Public Works or his designee to execute the Cooperative Agreement and all related documents.

BACKGROUND / SUMMARY

The BTA provides state funds for local agencies that improve safety and convenience for bicycle commuters. Public Utility Districts are eligible for BTA funding; however the County must sponsor and administer the BTA funds. The Department of Public Works worked cooperatively with the TCPUD to apply for BTA funds from the State of California on a competitive basis. On November 17, your Board approved a resolution establishing eligibility to apply for BTA funding. Placer County was successful in securing \$1,004,106 as the sponsoring agency to support the construction of the Lakeside Trail implemented by the TCPUD.

The Lakeside Trail project is a 1.1 mile section of trail that will connect the existing North Shore, West Shore, and Truckee River Trails in Tahoe City. The project has been phased to accommodate permitting, funding, and private property coordination. The BTA funds secured here will support construction on phase V-VII, since phases I-IV have been completed previously. Phases V-VII involve the Lakeside work near Tahoe City Marina, Boatworks Mall, and finally connecting to the existing North Shore Trail adjacent to Tahoe State Recreation Area.

The agreement will allow the Department to administer the grant funds and provide the BTA funding to the TCPUD. The TCPUD advertised, awarded, and began construction of phase VII in fall of 2010.

ENVIRONMENTAL

The TCPUD is the lead agency for this project and approved an EIS/EIR on May 22, 1998. The Tahoe Regional Planning Agency Board certified the EIS/EIR in May 1998. Phases I-IV have been constructed already and are in operation.

FISCAL IMPACT

This project and this Budget Revision will be funded with \$1,004,106 state BTA funds and \$10,000 of the approved grant funds will be used to support the administrative effort of the Department. Therefore, \$994,106 is available to the TCPUD for the project. The administrative costs are supported by both the state and TCPUD. These funds are budgeted in Fiscal Year 2010-11 with this proposed Budget Revision and will be carried over to Fiscal Year 2011-12 budget.

Attachments:

- Resolution
- Budget Revision
- Location Map
- Copy of Cooperative Agreement

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

In the matter of: A RESOLUTION APPROVING A BUDGET REVISION TO ACCEPT AND MANAGE APPROVED BICYCLE TRANSPORTATION ACCOUNT (BTA) FUNDS FOR THE CONSTRUCTION OF PHASES V-VII OF LAKESIDE TRAIL ON BEHALF OF THE TAHOE CITY PUBLIC UTILITY DISTRICT (TCPUD); APPROVING A COOPERATIVE AGREEMENT BETWEEN THE DEPARTMENT OF PUBLIC WORKS AND THE TCPUD TO PROVIDE A MEANS TO PASS THROUGH APPROVED BTA FUNDS FROM THE COUNTY TO TCPUD; AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNEE TO EXECUTE THE COOPERATIVE AGREEMENT AND ALL RELATED DOCUMENTS.

Resol. No:

Ord. No:

First Reading:

The following RESOLUTION was duly passed by the Board of Supervisors 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.

Chairman, Board of Supervisors

Attest:
Clerk of said Board

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board approves (1) a Budget Revision to add \$1,004,106 to the Fiscal Year 2010-11 Department of Public Works Budget to accept and manage approved Bicycle Transportation Account (BTA) funds for the construction of Phases V-VII of Lakeside Trail on behalf of the Tahoe City Public Utility District (TCPUD); and (2) approving a Cooperative Agreement between the Department of Public Works and the TCPUD to provide a means to pass through approved BTA funds from the County to TCPUD; and (3) authorize the Director of Public Works or his designee to execute the Cooperative Agreement and all related documents.

PLACER COUNTY

PAS DOCUMENT NO.

BUDGET REVISION

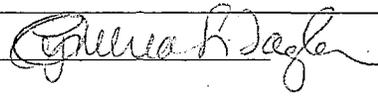
- Cash Transfer Required
- Reserve Cancellation Request
- Establish Reserve Required

- Auditor-Controller
- County Executive
- Board of Supervisors

Dept No.	Doc Type	Total \$ Amount	Total Lines
19	BR	\$3,012,318.00	3

ESTIMATED REVENUE ADJUSTMENT											APPROPRIATION ADJUSTMENT										
Dept No.	T Code	Rev	FUND	SUBFUNC	OCA	PCA	OBJ L-3	Proj. No.	G/L Sub GL	AMOUNT	Dept No.	T Code	Rev	OCA	PCA	FUND	SUBF	Obj L-3	Proj. No.	Proj Detail	AMOUNT
19	006		120		006104		7199	PC2951	990000	1,004,106.00	19	014		006104		120		2678	PC2951	990000	1,004,106.00
											19	034		006104		120		2678	PC2951	990000	1,004,106.00
TOTAL										1,004,106.00	TOTAL										2,008,212.00

REASON FOR REVISION: Budget Revision to increase revenue appn object level 3 #7199 by \$1,004,106 for PC2951 Lakeside Bike Trail-TCPUD and increase project expense by \$1,004,106 for PC2951 Lakeside Bike Trail-TCPUD

Department Head Ken Grehm 

Board of Supervisors _____

Date: 2/14/2011

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PROJECT LOCATION

SQUAW VALLEY

ALPINE MEADOWS

TRUCKEE RIVER
WARD CR. (89)

BURTON CREEK (28)

SUNNYSIDE

NORTHSTAR

TAHOE VISTA

AGATE BAY
KINGS BEACH
CARNELIAN BAY

DOLLAR POINT
LAKE FOREST

TAHOE CITY

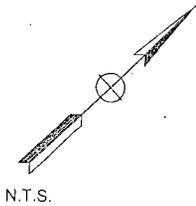
Lake
Tahoe

STATE OF CALIFORNIA
STATE OF NEVADA

INCLINE VILLAGE

CRYSTAL BAY

SAND HARBOR



GROVE ST.

JACKPINE ST.

TAHOE CITY MARINA

BOATWORKS MALL

SAFEWAY

HIGHWAY 28

TSRA

TRAIL ALIGNMENT

LAKE TAHOE

PROJECT LOCATION
Lakeside Trail Phase V-VII
Tahoe City Public Utility District
BTA MARCH 8, 2011.

COOPERATIVE AGREEMENT
STATE FUNDS - BICYCLE TRANSPORTATION ACCOUNT (BTA)
LAKESIDE TRAIL

This agreement is made and entered into this _____ day of _____, 2011 between the TAHOE CITY PUBLIC UTILITY DISTRICT, a California public utility district, hereinafter called DISTRICT, and the COUNTY OF PLACER, a political subdivision of the State of California, herein called COUNTY.

RECITALS

WHEREAS, the DISTRICT is undertaking a project to construct bicycle trail improvements which is titled Lakeside Trail; herein after referred to as Project; and

WHEREAS, the COUNTY acted as the project sponsor to apply for and secure Bicycle Transportation Account (BTA) funding in the total amount of \$1,004,106 pursuant to BTA Agreement No. BTA 1011-03-PLA-01 (the "Grant Agreement"); and

WHEREAS, the DISTRICT agrees to follow all requirements as stipulated in the Grant Agreement; and

WHEREAS, the DISTRICT agrees to invoice the COUNTY at least monthly, with the first invoice being sent before June 30, 2011. The COUNTY will process invoices including securing reimbursement from BTA and will only pay DISTRICT's invoice once BTA funds have been received from the BTA program.

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. COUNTY OBLIGATIONS: Pursuant to the terms of this Agreement, COUNTY agrees:
 - a. To administer the Grant Agreement, attached hereto and incorporated by reference herein, as is fully set forth in a manner consistent with the terms of the Grant Agreement, including using up to a maximum of \$10,000 to provide administrative services.
 - b. To process reimbursement requests in accordance with the Grant Agreement requirements and in the amounts set forth in the BTA budget; with \$994,106 available to the DISTRICT, after \$10,000 being used for COUNTY's staff time to administer the project as detailed in Item 1.a. above.
 - c. To oversee the progress of the Project in accordance with the Grant Agreement requirements.
 - d. To comply with all applicable federal, state, and local laws in administering the grant funds, specifically including those set forth in the Agreement.
 - e. To timely disburse funds to DISTRICT after receiving funds from BTA.
 - f. To furnish a grant contact to carry out the duties for the COUNTY as described above. Initially COUNTY's grant contact will be:

Nova Lance-Seghi
Assistant Engineer

Placer County Department of Public Works
Tahoe Engineering Division
P.O. Box 336 (7717 North Lake Boulevard)
Kings Beach, CA 96143
(530) 581-6238
nseghi@placer.ca.gov

- g. To provide copies of all documentation produced to satisfy the Grant Agreement requirements.
- h. COUNTY will not be responsible to reimburse DISTRICT for any proposed BTA funding that, for reasons beyond COUNTY's control, is not provided to the COUNTY.

2. DISTRICT OBLIGATIONS: Pursuant to the terms of this Agreement, DISTRICT agrees:

- a. To cooperate with COUNTY as reasonably required to carry out the purposes of this Agreement.
- b. To complete all applicable federal and state environmental documentation, as required, and obtain and retain in effect for the duration of this Agreement all governmental licenses and permits required for completion of the Project.
- c. To invoice COUNTY for its services, as described in Section 1 above, in accordance with the Grant Agreement requirements and no more frequently than monthly. DISTRICT may invoice COUNTY for eligible costs incurred from the date of execution of the Grant Agreement. In no case shall compensation for services rendered under this Agreement exceed \$994,106. DISTRICT understands it must provide a match pursuant to the BTA grant requirements.
- d. To comply with the provisions of the Grant Agreement when administering the Project.
- e. To furnish a contract administrator who will be responsible for assuring that the duties described in this Agreement are carried out. Initially DISTRICT's contract administrator will be:

Bob Bolton
Director of Parks and Recreation
Parks and Recreation Department
Tahoe City Public Utility District
P.O. Box 5249 (221 Fairway Drive)
Tahoe City, CA 96145
(530) 583-3796
bbolton@tcpud.org

3. TERM: The performance period of this Agreement shall be from the latest date this Agreement is signed through June 30, 2016.

This Agreement may be terminated by either party, only based on breach of the applicable Sections 1 and 2 above, if the breaching party does not cure any breach within sixty (60) days of the non-breaching party's written notice of intent to terminate, delivered to the business address of the breaching party.

4. GENERAL PROVISIONS:

- a. DISTRICT and COUNTY shall mutually hold harmless, indemnify, and defend each other and their officers, agents, and employees from every expense, liability, or payment by reason of injury (including death) to person or property suffered through any act or omission, including passive negligence or act of negligence, or both directly or indirectly arising from this Agreement. This provision shall not be deemed to require either party to indemnify the other against liability or damage arising from the sole negligence or willful misconduct of the other, its agents, officer, or employees.
- b. DISTRICT 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.
- c. This Agreement contains the entire understanding and agreement of the parties, and supersedes all prior agreements and understands, oral and written, between the parties. There have been no binding promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature, except as stated in this Agreement. This Agreement may be altered, amended, or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest, or assert that this Agreement was modified, cancelled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.
- d. If any term, provision, covenant, or condition of this Agreement shall be or become illegal, null, void, or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null, void, or against policy, the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected, impaired, or invalidated. The term, provision, covenant, or condition that is so invalidated, voided, or held to be unenforceable, shall be modified or changed by the parties to the extent possible to carry out the intentions and directives set forth in this Agreement.
- e. The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval, or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement.
- f. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- g. To retain, or cause to be retained, for access by State for audit, examinations, excerpts, and transcripts all financial and programmatic records, supporting documents, statistical records, or other records which are required to be maintained under the terms of the Agreement for a period of ten (10) years from the date of submittal of the final invoice.
- h. All notices, approvals, acceptances, requests, demands, and other communications required or permitted, to be effective, shall be in writing and shall be delivered, either in person or by mailing the same by United States mail

(postage prepaid, registered, or certified return receipt requested) or by overnight delivery service, to the party to whom the notice is directed at the addresses listed in this agreement.

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

PLACER COUNTY, a political
subdivision of the State of California

TAHOE CITY PUBLIC UTILITY
DISTRICT, a public agency

By: _____
Ken Grehm, Director
Department of Public Works

By: _____
Cindy Gustafson
General Manager

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
County Counsel, Placer County

By: _____
District Counsel

Date: _____

Date: _____