



**MEMORANDUM  
PUBLIC WORKS  
TAHOE ENGINEERING DIVISION**  
County of Placer

**TO:** Honorable Board of Supervisors **DATE:** June 25, 2024  
**FROM:** Derek Gade, Director of Public Works  
**BY:** Rebecca Taber, Deputy Director  
**SUBJECT:** Kings Beach Parking Management Implementation

---

**ACTIONS REQUESTED**

1. Receive a presentation on the Kings Beach Parking Management Implementation Plan and provide direction.
2. Approve an agreement with Data Ticket, Inc., for parking citation processing and adjudication services in an amount not to exceed \$50,000 per year and authorize the Purchasing Manager to execute the agreement, subject to County Counsel and Risk Management concurrence.
3. Approve a Shared Parking Management Agreement Template and authorize the Director of Public Works, or designee, to execute future agreements between Placer County and interested commercial property owners within the Kings Beach Parking Management Zone, subject to County Counsel and Risk Management concurrence.
4. Adopt a Resolution establishing a temporary paid parking demonstration project at the Christmas Tree Public Parking Lot in Kings Beach.
5. Approve the creation of a new interest earning Enterprise Fund, Cost Center, and Program effective July 1, 2024 for Parking Management.
6. Determine the proposed actions are not projects pursuant to CEQA Guidelines Section 15378.

**BACKGROUND**

The Board of Supervisors (Board) adopted the Placer County Resort Triangle Transportation Plan (RTTP) in October of 2020. The RTTP aims to achieve the region's transportation goals by making more efficient use of existing infrastructure, reducing transportation impacts on the environment, reducing travel delay, lessening traffic congestion during peak conditions, and promoting alternative transportation options, especially public transit. In May 2023, the Department of Public Works (DPW) presented an informational item to the Board of Supervisors (Board) to kick off development of the North Lake Tahoe Parking Management Program, an important element that works in concert with other RTTP transportation recommendations. Subsequently, DPW held three public workshops, with support from the County Executive Office and the Community Development Resource Agency (CDRA) and received considerable community feedback that helped scope initial program phasing. On April 23, 2024, DPW successfully received program funding through the Board's approval of the North Tahoe Community Alliance (NTCA) three-year sponsorship program for Phase 1 of the RTTP North Lake Tahoe Parking Management Program.

The stunning beauty of Lake Tahoe and the surrounding mountain peaks draw visitors annually from both near and far. In the winter, travel and parking demand patterns focus on the County's major ski resorts and winter recreational opportunities, while in the summer, the patterns shift to

popular lake beaches and recreational areas. The RTTP recommended both winter and summer parking management strategies as part of the holistic transportation plan.

The efforts of our major regional ski resort partners this past winter season (2023-24) to expand and enhance their parking reservation systems in order to improve traffic flow and reduce traffic congestion on regional roadways are truly commendable. Palisades Tahoe reported that initial objections and resistance by guests to having to plan ahead and make a parking reservation (typically at no cost to the guest) later generally shifted in the mid-season to more favorable acceptance of the program. The County provided back-up parking enforcement support through agreements approved by the Board this past winter for both Palisades Tahoe and Northstar. During the 2023-24 winter season, CDRA Code Enforcement responded to 26 calls at Palisades Tahoe, and there were no calls from Northstar. Notably, County staff received few if any complaints from residents in Olympic Valley this past winter related to traffic congestion on Olympic Valley Road and State Route 89, as compared to dozens of complaints during the 2022-23 winter season, so these parking management techniques were successful at improving the overall experience for both residents and visitors. This success sets the stage for summer parking management approaches to alleviate peak parking demand woes that create issues for residents and visitors alike.

In November 2023, DPW contracted with Julie Dixon of Dixon Resources Unlimited, Inc. (DIXON), an experienced and expert parking consultant, to facilitate community and stakeholder engagement and prepare a Draft Kings Beach Parking Management Implementation Plan (KBPMIP), which is Phase 1 of the North Lake Tahoe Parking Management Program. Staff conducted significant outreach to share and receive input on the plan through six community meetings this year, and the feedback was used to further clarify and improve the plan. A first round of community meetings was held on January 10 and January 11 to specifically solicit input from each participant regarding what they would change regarding parking conditions in Kings Beach. DPW staff also provided a similar presentation to the North Tahoe Regional Advisory Council (NTRAC) on January 11. A meeting conducted in Spanish was held on February 7 to gather similar feedback from Spanish speaking community members. A series of stakeholder meetings were also held to seek input on improving parking conditions as well as to learn more about current operations and enforcement methods. These meetings included Caltrans, the Tahoe Regional Planning Agency (TRPA), the California Tahoe Conservancy (CTC), the North Tahoe Public Utility District (NTPUD), the League to Save Lake Tahoe, California State Parks, Placer County Sheriff's Office, CHP, the North Tahoe Business Association's Economic Vitality Committee (NTBA EVC), and local business owners. A summary of KBPMIP recommendations was developed by DIXON after reviewing all feedback received, and this summary was shared at a second round of community meetings held on March 18 and March 20. The March 18 meeting was conducted in person at the North Tahoe Event Center simultaneously in both English and Spanish, and then questions and answers were facilitated by Julie Dixon and a Sierra Community House certified Spanish interpreter in one combined room to address and document all participants' questions and comments.

### **Kings Beach Parking Management Implementation Plan**

The KBPMIP was further prepared by DIXON based the additional community and stakeholder interviews and feedback, as well as field review conducted in March. The full text of the plan is included as Attachment A. The summary of recommendation categories includes:



#### General Parking Management Strategies

Strategic investments in technology and signage, adjustments to operations, and policy updates are recommended to streamline parking management and enhance the overall parking experience. The KBPMIP recommends establishing a thorough and defensible parking enforcement program that also provides an educational component to foster parking compliance. Escalating fine amounts were approved by the Board last year for the first, second, and third/subsequent occurrence of each parking related violation. Handheld parking enforcement units with mobile printers for each DPW and CDRA enforcement officer will be used and a multi-department policy is being established to regulate use. These devices are already being ordered to streamline current operations. These units incorporate license plate recognition technology that enables a third-party citation processing center to retrieve DMV records from vehicle registration, which enables collection of the escalating fine amounts, increased efficiencies, and reduced human error.

#### *Parking Enforcement and Citation Processing*

An existing professional services agreement between Data Ticket, Inc., and the County of Riverside was the result of a competitive solicitation, and it contains a clause allowing use by other entities (such as Placer County) that meets the criteria of Placer County Procurement Policy 3.5A. Additionally, the Placer County Sheriff's Office (PCSO) has an agreement with Data Ticket, Inc. to process all citations issued by PCSO. Parking citations issued by DPW and CDRA up to this point were being processed through PCSO and any fine amounts being paid were not being recouped by CDRA or DPW. In order to establish an effective parking enforcement program in North Lake Tahoe and recoup fine amounts to be used in operating said program, staff recommends that the Board approve an agreement for a new account with Data Ticket, Inc., the third-party parking Citation Processing Center (Data Ticket, Inc.) so that DPW can assume the lead role for North Lake Tahoe parking enforcement (Attachment B). The new account will be named "Placer Public Works Parking Enforcement" and parking citations issued by both DPW and CDRA will be processed by the Citation Processing Center through this account, as well as parking

citation appeals and adjudication services. The terms in the agreement reflect the same pricing, terms, and conditions as stated in the County of Riverside agreement.

### *Shared Parking Agreements*

Supply and demand strategies are recommended to optimally use existing parking resources rather than build new parking lots on valuable and sensitive land. Shared parking agreements are an example of supply and demand parking management. By written agreement between the County and each voluntary participating business owner, the County may set up paid parking by installing proper signage and enforcing parking violations on private parking lots subject to the terms of the agreement. This results in additional public parking inventory during peak parking demand conditions as well as revenue to pay for County enforcement and provides for some revenue back to the property owner as well. Staff recommends that the Board approve the Shared Parking Management Agreement Template (Template) that is included as Attachment C and authorize the Director of Public Works, or designee, to execute future written agreements with interested property owners within the Kings Beach Parking Management Zone. This is a key parking program element that was identified in the RTTP to increase parking inventory through County partnership with private property owners and business owners who voluntarily wish to participate in the paid public parking system.



### *Improved Parking Signage*

Improved wayfinding signage is also recommended to help beachgoers find appropriate long-term parking in Kings Beach and to reduce impacts on residential roadways that can be impacted by spillover parking. Updated signage and markings are recommended in and around Kings Beach and County staff are already in the process of updating a set of parking signage to reflect the new

fine schedule and clarify parking regulations on posted signage. DPW plans to install these signs over the next two to three months.

#### Paid Parking Recommendations

The introduction and implementation of a paid parking program in Kings Beach must first start with parking enforcement technology and adequate staffing coverage. An effective parking enforcement operation is an essential component of a paid parking program. During peak summer parking demand times, turnover to increase the availability of premium parking spaces for ease of customer access is a top priority for local businesses, which typically rely on summer as their peak season. To achieve turnover, paid parking is being considered on-street in the Kings Beach commercial core area, along State Route 28, and on select roads near beach access, as well as off-street at public parking lots and select private lots that enter into shared parking agreements with the County. Parking technology such as handheld enforcement units, Automated License Plate Recognition (ALPR) cameras mounted on enforcement vehicles, pay-by-text and pay stations to collect parking fees are recommended to scale up with phases of program implementation.

A temporary demonstration paid parking project is recommended this summer at the Christmas Tree Public Parking Lot in Kings Beach (Attachment D). The purpose of this demonstration project is to test pay station equipment and connectivity, consider operating hours, evaluate fee rates, observe utilization, and gauge community response. Updates to Placer County Code, Article 10.12, Parking, ("Parking Ordinance") will be necessary prior to the formal implementation of paid parking. DPW staff will return to the Board in fall/winter 2024 to report on the demonstration project performance and provide recommendations for Parking Ordinance updates regarding paid parking. It is crucial that the County provide a strong presence of parking enforcement officers at this demonstration project and have them act as parking ambassadors and program educators as well as patrol and issue warnings and citations. A full time DPW Parking Enforcement Officer was recently hired after receiving approval to utilize an existing vacant, funded position, and DPW is recruiting seasonal Extra Help / Temporary employees to augment the summer parking enforcement coverage needs. CDRA Code Enforcement officers also continue to support and cover parking enforcement efforts ancillary to their primary Short Term Rental (STR) and traditional code enforcement workload.

#### Residential Parking Permit Recommendations

The spillover effects of paid parking and the recommended parking management strategies can be managed by implementing residential parking permits. Full implementation of the KBPMIP will require incremental steps over several years. As paid parking is established, the pressure of visitors finding parking on nearby residential roads will increase, and a residential parking permit program can be initiated. Updates to the Parking Ordinance (Article 10.12, Part 8, "Permit Parking") will be needed to enhance this existing code section to address program considerations such as permit eligibility, program rules, operating hours, and permit design. The KBPMIP recommends that the County have two permit types, residential permits and guest passes, and that those that have demonstrated a lack of off-street parking have priority to a permit. It is also recommended that the County implement digital permits in alignment with establishing license plate-based enforcement.

During implementation of the KBPMIP, a community advisory group will be formed for adaptive monitoring and fine tuning of plan elements. This group will also assist with defining parameters for

residential permit parking and the establishment of a future Parking Benefits District (PBD), whereby surplus revenue from the parking program will be directed towards local transportation mobility improvements.

Program initiation, operation, and the future PBD necessitates the creation of a separate Enterprise Fund for the Parking Management Program to keep parking and citation revenues separate from the Road Fund. The existing CC19006 – Engineering, Parking Management Project (PJ01902), needs to be moved into the new Enterprise Fund, once created, and appropriations in the amount of \$600,000 from the Road Fund moved into the newly created fund. A budget amendment will be requested of the Board in the first quarter of FY 2024-25.

### **ENVIRONMENTAL IMPACT**

These actions are not projects pursuant to CEQA Guidelines Section 15378 because they are administrative activities that will not result in any direct or indirect physical changes to the environment.

### **FISCAL IMPACT**

Initial program development costs and expenses to launch the RTTP North Lake Tahoe Parking Management Program are funded through the North Tahoe Community Alliance Tourism Business Improvement District (TBID) and Transient Occupancy Tax (TOT) funding program (TBID/TOT Dollars at Work). Funding agreements were approved at the Board on April 23, 2024. Matching funds are also provided by the DPW Tahoe Transportation Fee Program. In the future, enforcement officer positions and program costs will be fully funded through the program once the KBPMIP is fully implemented and any surplus revenue will be managed through establishment of a Parking Benefits District.

The requested actions, if approved by the Board, will set the foundation for a new Enterprise Fund, Cost Center, and Program that can earn interest. Parking fees collected at the Christmas Tree Public Parking Lot during the demonstration project will be deposited into this fund to pay towards program costs and parking enforcement operations. The agreement with Data Ticket, Inc. is a non-obligated contract that will not exceed \$50,000 annually. The revenue generated from parking citations directly pays for the cost of these citation processing services and the surplus revenue will also be deposited in the new Enterprise Fund. A budget amendment will be requested in the first quarter of FY 2024-25 to move appropriations in the amount of \$600,000 from the Parking Management (PJ01902) ledgers of the FY 2024-25 budget for CC19006 – Engineering, to the newly created Parking Management cost center. There is no impact to the General Fund.

### **ATTACHMENTS**

Attachment A: Kings Beach Parking Management Implementation Plan  
Attachment B: Parking Citation Processing Agreement with Data Ticket, Inc.  
Attachment C: Shared Parking Management Agreement Template  
Attachment D: Resolution establishing Christmas Tree Paid Parking Demonstration Project

**ATTACHMENT A**

# **Kings Beach Parking Management Implementation Plan**

Prepared for the  
County of Placer  
June 17, 2024

## Table of Contents

Introduction .....	4
Purpose .....	4
Background .....	4
Parking Management Zone Exhibit.....	5
Plan Development Process .....	8
Project Team.....	8
General Parking Management Strategies .....	9
Parking Enforcement Recommendations .....	9
Enforcement Technology .....	9
Enforcement Operations .....	10
Wayfinding & Signage Recommendations .....	12
Supply & Demand Management Recommendations .....	15
Public Parking Policies.....	15
Public-Private Agreements .....	19
Employee Parking .....	20
Data Collection .....	21
Agency and Public Collaboration.....	21
Other Recommendations .....	22
Paid Parking Recommendations.....	23
Paid Parking Policies & Foundation .....	23
Paid Parking Technology .....	26
Rate Structure & Operating Hours .....	29
Enforcement, Maintenance & Operations Resources .....	31
Revenue & Expenses.....	32
Residential Parking Permit Recommendations .....	33
Program Definition.....	33
Technology .....	35
Implementation .....	35
Phase 1 Implementation Guide.....	37
Appendix A - Community Outreach Summary.....	38
Appendix B - Wayfinding Signage Plan .....	40
Appendix C - Technical Memorandum on Parking Rates.....	44
Appendix D - 3-Year Financial Modeling .....	49

## Table of Figures

Figure 1. Updated Parking Fine Schedule .....	5
Figure 2. Parking Management Zone Exhibit.....	6
Figure 3. Location and Inventory of County Parking Lots.....	7
Figure 4. Pervious Parking Pad .....	12
Figure 5. Car in Bus Lane .....	13
Figure 6. Sample Digital Signage with Stylistic Wrap .....	13
Figure 7. Temporary Intersection Curb Extension.....	14
Figure 8. Diagram of Bookended Short-term Parking Spaces.....	16
Figure 9. Policy Adjustments on SR 28 .....	17
Figure 10. Loading Space Locations at Beaches in the Parking Management Zone .....	18
Figure 11. Potential Kings Beach Shared Parking Agreement Locations .....	20
Figure 12. Example of Performance-Based Pricing.....	23
Figure 13. Demonstrated Footprint of a Pay Station.....	26
Figure 14. Park Tahoe Logo .....	27
Figure 15. Sample Sign Design from Park City, Utah .....	30
Figure 16. Map of Ingress/Egress Points to Kings Beach .....	40
Figure 17. Ingress Signage Examples.....	41
Figure 18. Egress Signage Example .....	41
Figure 19. Sample Directional Signage.....	41
Figure 20. Sample Signage with Distance Markers.....	41
Figure 21. Legend of Wayfinding Signs Referred .....	42
Figure 22. Wayfinding Signage Placement.....	43
Figure 23. Suggested Paid Parking Locations in Kings Beach .....	45

# Introduction

## Purpose

The Kings Beach Parking Management Implementation Plan (Plan) was developed by Dixon Resources Unlimited (DIXON) for the County of Placer (County) to address parking management challenges in and around the community of Kings Beach. This Plan illustrates the recommended implementation steps to improve parking management from policy, supply and demand management, enforcement, and wayfinding perspectives. Since Placer County Code already restricts parking on County roadways during the winter months in East Placer to facilitate snow removal operations annually from November 1 through April 30, the scope of this Plan is to address summertime parking impacts from May 1 to October 31 annually.

This Plan builds upon the direction provided in the 2020 Resort Triangle Transportation Plan (RTTP), the 2021 Tahoe Basin Area Plan (TBAP), the 2013 Kings Beach Vision Plan, and a variety of community outreach conducted in 2023 and 2024. Collectively, the wider goals of transportation in the North Lake Tahoe area include:

- Managing impacts of increased travel demand and associated vehicle congestion.
- Promoting alternative transportation and reducing reliance on private vehicles.
- Achieving environmental goals including lowering emissions and Vehicle Miles Traveled (VMT).
- Supporting economic vitality through enhancing adequate parking turnover and making more efficient use of available land.
- Ensuring the safety and accessibility of Kings Beach to all users.
- Mitigating spillover parking impacts on neighborhoods.

These goals generally support summer paid parking and residential permit parking, which this Plan focuses on in addition to general parking management program recommendations.

## Background

Kings Beach is a popular destination in the summer for beach tourism. It has been identified in the RTTP and by community feedback that extremely impacted parking conditions occur each summer, whereby beach parking lots are packed and vehicles park on designated and undesignated parking spaces throughout commercial and residential streets. There is a need to both improve the management of parking demand and find ways to increase parking supply.

Over the years, the County's on-street parking supply has fluctuated. In 2017, the Kings Beach Commercial Core Improvement Project (KBCCIP) delivered a number of road, sidewalk, lighting, landscaping, and water quality improvements. The changes to the State Route 28 (SR 28, otherwise known as North Lake Boulevard) road configuration from four lanes to three lanes with two new roundabouts decreased the parking supply in the commercial core, which the County offset by constructing off-street lots for recreational and commercial use, as well as on-street "pervious parking pads."

Recently, the County has taken several initial steps to improve parking management, including the adoption of several ordinance updates by the County Board of Supervisors in October and November of 2023. These changes include:

- Establishing a violation for parking on public sidewalks or pedestrian pathways.
- Prohibiting parking on privately owned property within the unincorporated area of the County without consent from property owners.
- Enabling the County to enforce parking restrictions on private commercial property subject to a written agreement and posted signage.
- Adding parking restrictions on certain County roadways to prevent vehicles from parking on dirt shoulders adjacent to environmentally sensitive areas.
- Adopting an escalating fine schedule for parking violations, as outlined in Figure 1.

**Figure 1. Updated Parking Fine Schedule**

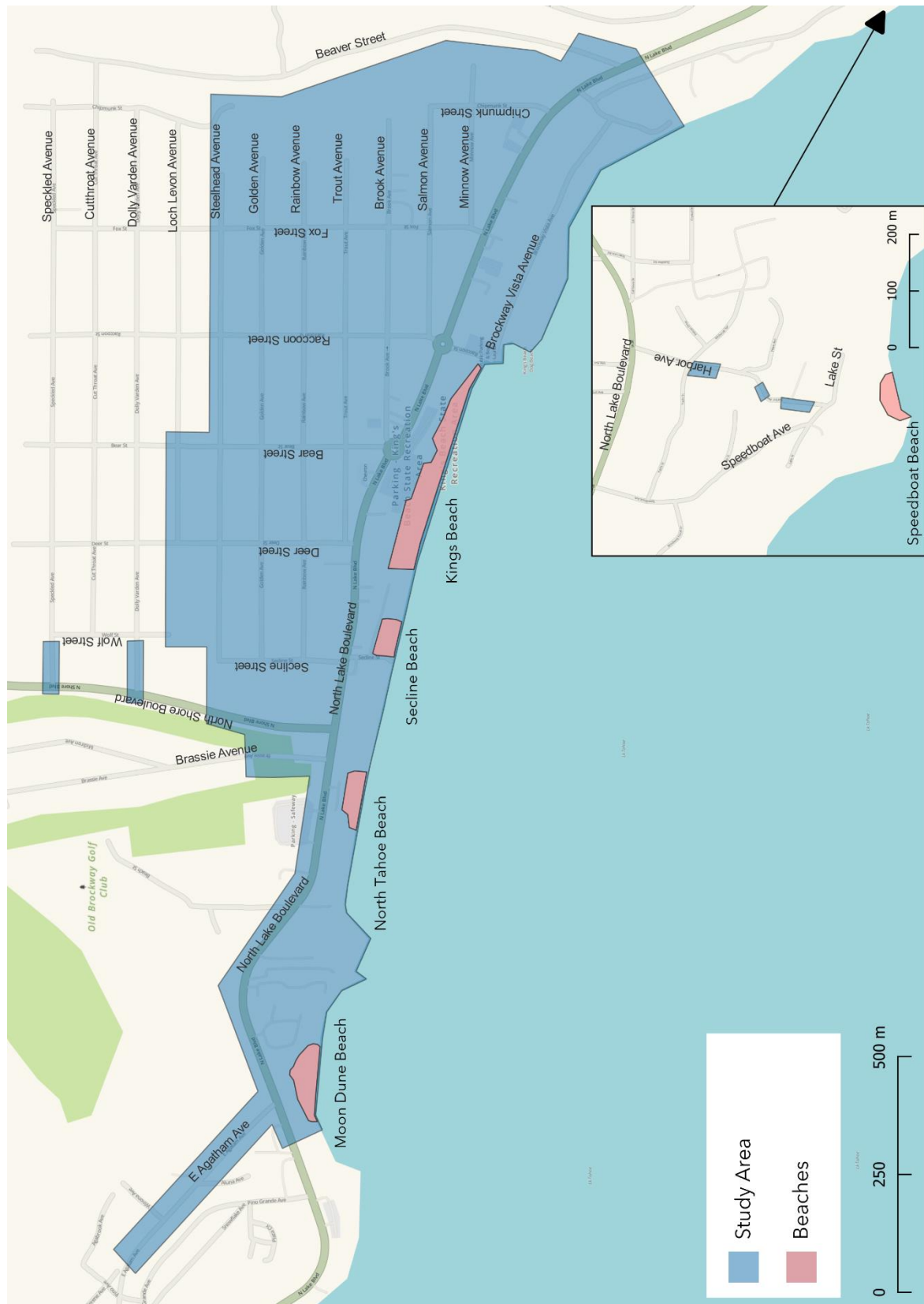
Code Section	Description of Code	Previous Fine	Fine Amounts		
			1st	2nd	3rd or More
10.12.020(B)	Unauthorized Parking on County Roadway November 1 - May 1 (Snow Area)	\$50.00	\$150	\$250	\$450
10.12.030(B)	Blocking Vehicular Traffic Flow (Snow Area)	\$98.50	\$150	\$250	\$450
10.12.120	Parked in a Restricted Area	\$100	\$150	\$250	\$450
10.12.300	Unauthorized Parking on Private Properties	NA	\$150	\$250	\$450
10.12.090(B)	Parking too close to an Intersection	NA	\$100	\$200	\$300
10.24.090	Parked over 72 Hours	NA	\$100	\$200	\$300
10.12.130	Parked on Sidewalk	NA	\$100	\$200	\$300
10.16.010	Restrictions for Vehicle Parking and Sales Activities on County Highway	NA	\$100	\$200	\$300
10.12.280	Parking in Residential Permit Parking Zone without Permit	\$100	\$100	\$200	\$300
10.12.290	Unauthorized Parking on County Properties	\$100	\$100	\$200	\$300
10.12.100(A)	Red Curb: No Parking	NA	\$100	\$200	\$300
10.12.100(B)	Yellow Curb: Loading Zone	NA	\$100	\$200	\$300
10.12.100(C)	White Curb: Passenger Loading	NA	\$50	\$100	\$200
10.12.100(D)	Green Curb: Limited Time	NA	\$50	\$100	\$200
10.12.100(E)	Blue Curb: Disabled Parking	\$280	\$450	\$450	\$450
10.12.070	Unauthorized Parking in Disabled Space	\$280	\$450	\$450	\$450

## Parking Management Zone Exhibit

The Parking Management Zone outlined in Figure 2 demonstrates the geographic area that is targeted by the strategies in this Plan. This exhibit was developed based on a review of existing parking conditions, the Tahoe Basin Area Plan zoning, exhibits identified in the RTTP, the boundaries of the Kings Beach Benefits Assessment District (KBBAD), as well as feedback from community input and stakeholder groups such as the North Tahoe Business Association's Economic Vitality Committee (NTBA EVC).

The Parking Management Zone encompasses the commercial core of Kings Beach, four public beaches, some of the neighborhood roads immediately adjacent to beach attractions, all ingress/egress points to Kings Beach (including access points from North Shore Boulevard/SR 267 onto Speckled Avenue, Dolly Varden Avenue, and a portion of Tahoe Vista.)

**Figure 2. Parking Management Zone Exhibit**

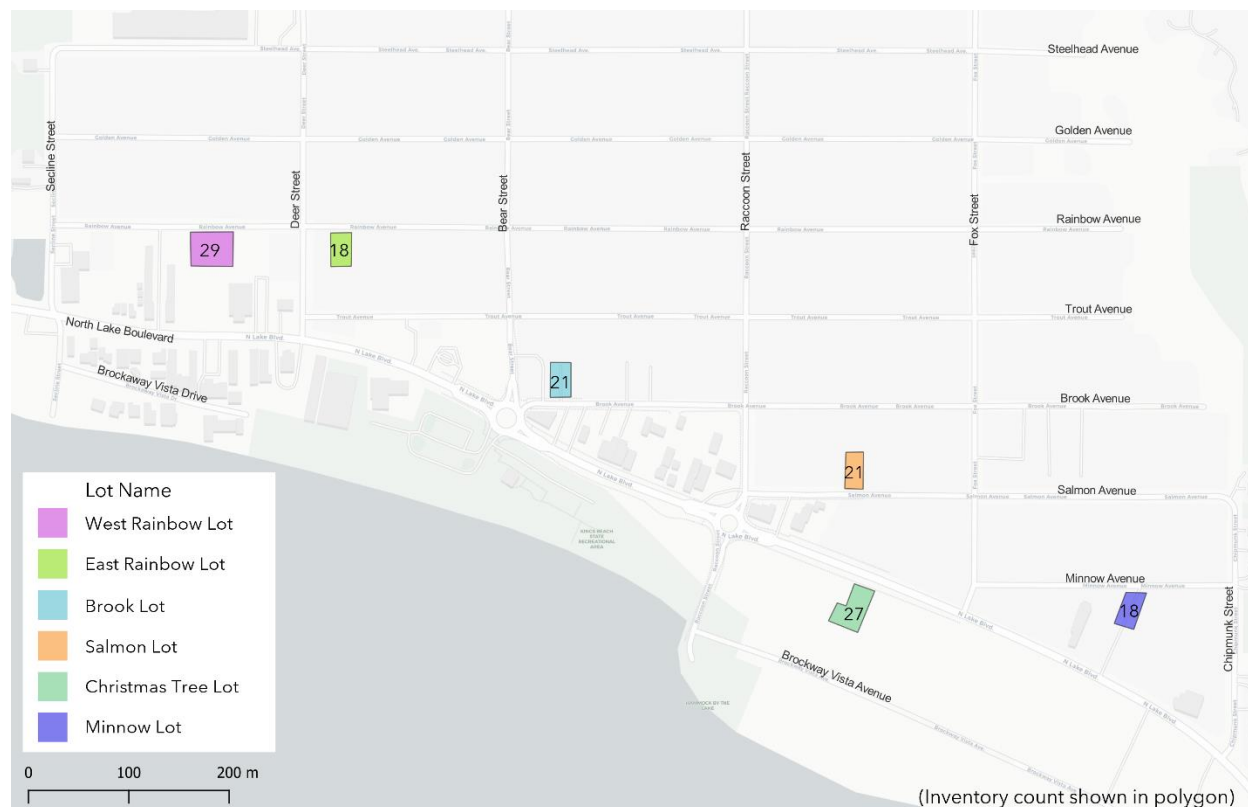


Parking within the Parking Management Zone is managed by different stakeholders, including:

- **The County:** on-street parking in the commercial core, adjacent residential streets, and by Speedboat Beach; off-street parking in six parking lots (these are shown with current inventory counts in Figure 3).
- **Caltrans:** on-street parking on SR 28.
- **State Parks:** parking at Kings Beach State Recreation Area (Kings Beach SRA).
- **California Tahoe Conservancy (CTC) and State Parks:** CTC owns North Tahoe Beach, Moon Dune Beach, and Secline Beach while State Parks operates these on CTC's behalf. North Tahoe Beach has an improved beach parking lot that is enforced by State Parks; Moon Dune Beach does not have any on-site parking and visitors typically park on Caltrans right-of-way along SR 28, on the dirt shoulder behind the vertical curb of SR 28 by the CTC's Snow Creek restoration area—which is now prohibited—and on nearby Placer County residential roads; Secline Beach parking is on County right-of-way.

Outside of the Parking Management Zone is also parking at Tahoe Vista Recreation Area, which is managed by the North Tahoe Public Utility District (NTPUD).

**Figure 3. Location and Inventory of County Parking Lots**



As the County implements this Plan, it is encouraged to monitor for spillover parking impacts outside of the Parking Management Zone shown in Figure 2 and adapt the boundaries as needed to respond to actual operations and feedback.

## Plan Development Process

This Plan was developed through the following activities:

- Review of background information, including the Resort Triangle Transportation Plan (RTTP), RTTP parking analysis and studies, RTTP implementation plans, staff reports, parking management strategies, community and stakeholder feedback received from recent parking workshops and surveys, current codes and pending code amendments, and related interpretations by County Counsel.
- Regular project meetings with DIXON and County staff.
- On-site assessment of parking conditions that included DIXON, County Staff, and NTBA EVC members.
- Existing conditions review, conducted through virtual and in-person site assessments, County staff interviews, and conversations with the NTBA EVC.
- Extensive stakeholder engagement process, including meetings with Caltrans, CTC, State Parks, NTPUD, NTBA EVC, The League to Save Lake Tahoe (Keep Tahoe Blue), and local business owners.
- Community engagement, including two rounds of community meetings for a total of five public meetings, as well as email feedback. A summary of themes identified from the community outreach can be found in Appendix A.

The steps outlined in this Plan are recommendations based on recent findings and should be taken incrementally with ongoing evaluation and community feedback to shape future actions as challenges may evolve. Steps do not need to be followed in the exact order they are presented in. This Plan is meant to be used to highlight important considerations, measures, and best practices to optimize operations, regardless of the approach chosen. The County is encouraged to adjust the implementation approach as needed to design a program that best fits the unique and ever-changing needs of the community.

## Project Team

The County established a working group focused on supporting the development of this Plan. The working group encompassed the following departments and divisions:

- Department of Public Works (DPW)
  - Tahoe Engineering
  - Road Division
- County Executive Office, Tahoe
- Community Development Resource Agency (CDRA)
  - Planning Services
  - Code Enforcement
- Placer County Sheriff's Office
- Placer County District 5 Supervisor's Office

The County developed this Plan with the support of DIXON, a California-based parking and transportation management consulting firm offering extensive knowledge and hands-on experience with strategic planning and implementation of parking programs.

## General Parking Management Strategies

Several opportunities have been identified for the County to streamline parking management and enhance the overall parking experience. These include strategic investments in technology and signage, adjustments to operations, and policy updates. Implementing the following parking management strategies alongside the introduction of paid parking will optimize the parking program based on current needs and offer adaptability based on future needs.

### Parking Enforcement Recommendations

Policies can only provide the intended impact on parking management with sufficient public education and compliance. Parking enforcement in the Parking Management Zone is covered by State Parks, California Highway Patrol (CHP), Placer County Sheriff's Office, County Code Enforcement (a division within the CDRA), and DPW. While there are many agencies working together in this capacity, each agency is limited in the number of dedicated or partial parking enforcement resources available.

The following recommendations illustrate strategies for the County to boost the effectiveness of existing parking management policies and are good practices to put in place ahead of and in tandem with further parking policy changes. Before introducing policy changes, the County has the opportunity to better manage the current posted policies this summer to demonstrate the effectiveness of the program.

#### Enforcement Technology

- ❑ **Procure handheld citation issuance devices.** Equipping parking enforcement staff with handheld citation issuance devices can help increase the efficiency of enforcement. The handhelds can issue warning notices electronically, monitor for repeat offenders, easily capture photos of violations and attach them to citations, offer drop-down menus to standardize inputs, and integrate with payment and permit systems for faster verification. The County can acquire handhelds through its citation management vendor.
- ❑ **Procure vehicle-mounted mobile License Plate Recognition (LPR) cameras.** LPR technology integrates with paid parking and citation management technologies to monitor for compliance based on license plate numbers, and it automates several manual enforcement processes to maximize efficiency and coverage. This license-plate based enforcement model is discussed later in this Plan. In addition to being a parking compliance tool, LPR cameras can collect data for parking utilization analysis, which will enable the County to determine various metrics such as the level of parking congestion, turnover rates, and repeat parking trends to support data-driven parking policies and regulations in the future.
- ❑ **Adopt a Data Privacy and Usage Policy.** A Data Privacy and Usage Policy establishes guidelines such as authorized users of LPR, data collection and retention schedules, information sharing and security policies, and training requirements for the use of LPR technology and data. This is required for the County to utilize LPR for the purposes of data collection and enforcement.

- ❑ **Maximize usage of County's existing Citation Management System (CMS).** The County has the opportunity to leverage their current CMS vendor, Data Ticket, and take advantage of their range of services to streamline citation management processes. For example, the County is currently manually bundling and mailing citations, when there is the opportunity to scan and send them to Data Ticket electronically for processing. Data Ticket offers citation collection and delinquent noticing, adjudication services, including scheduling and performing hearings, and can provide training for County staff. Data Ticket also offers integrated permit management solutions which could be beneficial to leverage for any future parking permit programs, such as for employees and residents as described later in this Plan.
- ❑ **Improve public information on how to pay citations.** Currently, it is not easy for someone with a parking citation to find out how they can pay the ticketed amount online. The County is encouraged to add citation payment information to the County website's parking page, and on the Sheriff's Office website.

### **Enforcement Operations**

- ❑ **Establish a shared Standard Operating Procedure (SOP) for enforcement practices.** There should be a shared SOP for State Parks, California Highway Patrol (CHP), Placer County Sheriff's Office, County Code Enforcement, and DPW to ensure that enforcement practices are consistent, transparent, and passed along. This SOP should address differences in parking fine amounts, citation issuance and processing procedures, and other operating procedures. All parking enforcement staff should be provided with frontline training opportunities, which involve de-escalation and customer service tactics.
- ❑ **Establish a cross-agency staffing strategy and schedule.** It is critical that resources are scheduled based on the posted operating hours for parking regulations across the program, especially for the shared parking agreement locations identified in the "Public-Private Agreements" section of this Plan. The program cannot be successful without consistent enforcement from the onset since it is key to encouraging compliance with parking policies. As a starting point, the current posted policies and an initial shared parking agreement should be enforced consistently to demonstrate program effectiveness prior to introducing other expansions or policy changes. Considering that a number of different agencies provide enforcement support in Kings Beach, a cross-agency collaboration effort will be needed to establish a comprehensive staffing schedule that can maximize the limited enforcement personnel resources available and ensure that there is an even distribution of enforcement coverage. This is essential to increasing parking compliance, influencing the public on parking behavior, and encouraging a more effective parking program. For example, while State Parks is currently the main parking enforcement partner for CTC beach properties, the CTC could also enter into an agreement with the County to provide supplemental parking enforcement and encourage increased compliance across the Parking Management Zone. The staffing plan should be reviewed and adapted over time should there be any changes in the public parking inventory (i.e., through the establishment of shared

parking agreements), or if compliance statistics demonstrate that there are adjustments needed in the enforcement routes or staffing numbers.

- ❑ **Implement a license plate-based enforcement model.** License plate-based enforcement means that usage of parking spaces in accordance with posted parking policies—such as paid parking, residential permit parking, employee parking, and time limits—are monitored and enforced based on license plate numbers. This enables enforcement with LPR and replaces antiquated methods like tire chalking and the display of paper receipts or permits on the dashboard. Drivers would instead have permits or paid parking sessions associated with their license plate number and enforcement personnel can utilize LPR to verify that the vehicle has a valid parking session. This simplifies the County's operations, improves enforcement efficiency, and can provide drivers with added flexibility (such as the convenience of diverse payment options and opportunity to remotely extend parking sessions via a mobile app).
- ❑ **Implement a proactive vehicle abatement campaign.** In 2023, DPW and CHP set up a two-part noticing process regarding vehicle abatement. Once an abandoned vehicle<sup>1</sup> has been issued a warning notice, County and CHP currently consider a 30-day notice period before removing the vehicle. This is a generous period in comparison to the California Vehicle Code (CVC) Section 22661 requirement of 10 days' notice. It is recommended that the County shorten the notice period to 10 days and to implement a vehicle abatement campaign at least twice a year, once before and once after the winter season, whereby abandoned vehicles are identified and cleared in a timely manner ahead of the busy summer season and before the winter snow.
- ❑ **Evaluate staffing needs and ramp up parking enforcement personnel resources as the program expands.** The County has typically employed seasonal employees during the winter months to enforce winter parking restrictions in support of effective snow removal operations. DPW recently hired a full-time parking enforcement officer to perform wintertime enforcement and lead the new Kings Beach summer parking enforcement operations in coordination with supplemental coverage from CDRA Code Enforcement officers. It is recommended that the County also hire seasonal temporary employees annually to fill summer parking enforcement officer positions from May 1 to October 31. This will ensure adequate coverage at paid parking sites that can be ramped up as needed, especially as parking management implementation expands. In the future, the County can explore the possibility of outsourcing parking enforcement to supplement the internal enforcement team to close any identified gaps in coverage. Third-party parking enforcement vendors can offer the County the ability to quickly scale enforcement operations, provide efficiency through their existing expertise and specialization in this industry, and access to equipment (such as additional vehicles and LPR units).



The County now has a dedicated full-time parking enforcement officer in DPW to lead the new Kings Beach summer parking enforcement operations.

---

<sup>1</sup> A vehicle is considered abandoned after it has been parked/stored for more than 72 consecutive hours.

## Wayfinding & Signage Recommendations

There is high demand for summertime recreational parking for the beaches highlighted in the Parking Management Zone. In order to help beachgoers find appropriate long-term parking in Kings Beach and reduce impacts on residential roadways that are often impacted by spillover parking, the County should consider the following strategies for wayfinding and parking guidance improvements.

- ☐ **Add signage and markings indicating where parking is and is not permitted on pervious parking pads and sidewalks.**

The County installed pervious concrete parking pads to offset the loss of some parking in the Kings Beach SR 28 corridor. These pervious parking pads are often mistaken for sidewalks because they are flush with the back of curb and are necessary as the Tahoe Regional Planning Agency (TRPA) restricts parking on unimproved land. The County should clearly mark the pervious parking pads with posted signage and/or striping to identify the parking spaces and reduce confusion.

*Figure 4. Pervious Parking Pad*



- ☐ **Update existing parking signage.** The County should update any existing signage that features a citation or penalty amount with amounts accurate to the new parking citation fine schedule. The County should generally review all existing signage to evaluate whether there is a need to update any to reflect recent ordinance changes. Signage should also be angled at 90 degrees, as opposed to parallel to the road, so that drivers can read the posted regulations while moving in the direction of travel. All



The County is in the process of updating parking signage to reflect the new fine schedule and clarify parking regulations.

time limited signs should also indicate the number of operating days per week ("7 days per week" or "daily").

- ☐ **Ensure a consistent parking signage design and brand.** A consistent brand and design for signage can help enhance the County's identity through a cohesive visual aesthetic, as well as increase recognition of parking signs. The County can also consider including a distinct signage element for official County signs that is not easily replicable, such as a stamp or sticker on the backs of signs to validate County authorization.

- ❑ **Update bus stop signage.** Bus stop signs are limited and striping is typically washed out due to the harsh winter weather. Vehicles currently park or pull over at bus stops, impacting the safe loading and unloading of passengers. It is recommended that the County work with Tahoe Truckee Area Regional Transportation (TART) to install clear bus stop signs, with language specifying that no parking is allowed and what the associated penalty amount is for violations.

**Figure 5. Car in Bus Lane**



- ❑ **Audit the ownership of posted time limit signage.** The County should conduct an audit to inventory existing time limit signage and validate whether they are officially installed by the County or placed by a private entity. Any unofficial signage posted may have unintended effects on the parking management strategies being implemented by the County. Additionally, the identification of unofficial signage can help the County identify additional areas where parking concerns need to be addressed.

- ❑ **Implement static wayfinding signage at the key ingress/egress points of Kings Beach, including breadcrumbing.** To effectively direct visitors to public parking lots and provide noticing of key policies, the County should consider implementing signage on arterials leading towards Kings Beach as well as a "breadcrumb" trail of directional signage leading to public parking lots. Easy-to-follow directional signage are essential components for creating a welcoming and safe environment for visitors and residents alike by simplifying navigation and improving traffic flow. Should the optimal location of key signage be on Caltrans State right-of-way, the County should apply for an encroachment permit with Caltrans to enable the installation of signage at these critical ingress/egress points. Signage should be easy to read while driving. See Appendix B for a wayfinding plan.

- ❑ **Consider digital signage and parking guidance technology.** The County could evaluate the opportunity to invest in digital signage installed at the arterial ingress points of Kings Beach to improve wayfinding towards public parking lots. While not required, the use of dynamic information on a digital sign can be useful to promote real-time parking availability or other key information about the parking lots. This can further improve the experience of drivers when searching for available parking. Digital

**Figure 6. Sample Digital Signage with Stylistic Wrap**



signage can be designed such that it reflects the aesthetic of the Kings Beach area (see Figure 6). The North Tahoe Event Center has already been identified as a preferred location to deploy digital signage technology. This project has received funding from the County and is supported by the NTPUD. For digital signage at arterial ingress points, the County should engage the CDRA Planning Services Division to continue evaluating the feasibility of additional digital signage per TBAP Code of Ordinances requirements. While this evaluation is in progress, the County should still begin with static signage first to provide immediate wayfinding relief and explore digital signage as a next step.

- ❑ **Implement a seasonal signage update schedule.** The County should prepare to switch relevant signage two times a year: once ahead of the winter season to post winter parking restriction and snowplowing regulations (e.g. October 15), and once ahead of the summer season to prepare for beach visitors (e.g. April 15). By switching out the signs twice a year, it will decrease sign blight and improve clarity for drivers.
- ❑ **Evaluate the opportunity for temporary edge-setting strategies at the boundary of commercial areas.** To encourage visitors to park in commercial areas and reduce parking spillover to residential areas, the County can implement temporary edge-setting elements to clearly demarcate the boundary between the two areas, to be deployed specifically in the summer months. Visual indicators can include signage or physical barriers, such as through the use of paint, temporary bollard installations, or temporary curb extensions (see Figure 7). Adding edge-setting elements could help influence the parking behavior of visitors in Kings Beach by increasing awareness of when they are leaving the commercial and recreational zones. This can influence where they choose to park and potentially deter visitors from parking in residential areas.

**Figure 7. Temporary Intersection Curb Extension**



## Supply & Demand Management Recommendations

The County strives to balance the supply and demand for parking across the Kings Beach Parking Management Zone. Kings Beach has demand for an array of commercial parking, recreational parking, and residential parking uses. Commercial parking is encouraged to be close to businesses in the commercial core, typically on-street spaces with time limits that encourage turnover and availability. Recreational parking is best suited for off-street parking lots given the longer-term nature of the stay; these should also be in the commercial core. Both commercial and recreational parking should ideally not spill over into neighborhoods, which should primarily be used by residents and their guests. The following are industry best practices and baseline strategies to support finding that balance. Paid parking and residential permit parking recommendations, which would be new programs in Kings Beach, are outlined in the following sections of this Plan.

### Public Parking Policies

- ❑ **Support the “Park Once” philosophy.** “Park Once” is the concept that parking and mobility options, policies, and messaging should be designed such that drivers only need to find a parking space once during their entire visit to the Kings Beach area. Rather than reparking multiple times, which creates more traffic, drivers should park once and then walk, bike, or ride transit between multiple destinations. This reduces congestion by minimizing vehicular travel within the commercial core and promotes the use of alternative modes of mobility. The “Park Once” philosophy is targeted towards recreational visitors by encouraging them to park at long-term parking locations, which helps keep short-term parking spaces available for patrons of businesses in the commercial core. This means differentiating between short-term and long-term parking spaces, increasing turnover in the commercial core, and identifying long-term for all-day and recreational use.
- ❑ **Implement a no reparking policy within Kings Beach.** The County could consider prohibiting drivers from reparking on the same block that day, because if a vehicle is reparked this does not create more on-street parking availability overall. Ideally, if a driver needs more time than the posted on-street time limit, they should park in areas intended for longer-term parking, such as surface lots. This policy must be consistently enforced to be effective at encouraging compliance. LPR will aid in enforcing the no reparking policy as it will capture all the instances that a license plate is recorded in a particular time-limited space (as a “digital chalking” method) and identify if the vehicle has overstayed the posted time limits. Parking enforcement staff can then issue citations to those who are not in compliance with the no reparking policy.
- ❑ **Promote transit options.** The County should partner with TART to consider installing signage at parking lots that educate drivers about TART and TART Connect services. Additionally, the County can collaborate with organizations that have online resources regarding parking in Kings Beach to emphasize the availability of other modes of transportation. Some online resources that could help spread this message include the websites of the North Tahoe Business

Association (NTBA) and TahoePublicBeaches.org. The use of public transit can offset parking demand by reducing the number of trips to Kings Beach by car. For those that still opt to drive, transit use can still minimize the amount of reparking, in support of the “Park Once” philosophy, since it can be used to traverse between nearby destinations.

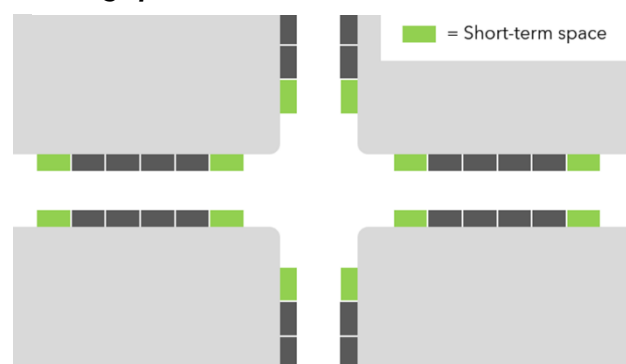
❑ **(Long-Term) Implement a Park & Ride program with Northstar Ski Resort.**

The County should consider collaborating with the Truckee/North Tahoe Transportation Management Association (TNT/TMA) to offer a free Park & Ride program between Kings Beach and Northstar to increase parking supply for visitors. The County should consider offering this program once paid parking has been implemented throughout Kings Beach at both on-street and off-street locations, especially if occupancy rates appear to be at or above the target 85% occupancy threshold (see Figure 12 on performance-based pricing and the associated text), such as on weekends during the summer season.

❑ **Implement short-term parking along blocks with commercial and retail use.**

To encourage higher turnover and accommodate the growing trend for quick curbside activity, the County can generally implement one or two free 20-minute parking spaces per block face to accommodate for quick stops, such as for deliveries, ride-hailing, and pick-ups. They can either be applied at the beginning and/or end of each block face for convenience, or in the middle of each block face for even faster access to the shops on that block face and to free up corners for the potential installation of pay stations (see section “Paid Parking Strategy” for further details).

**Figure 8. Diagram of Bookended Short-term Parking Spaces**

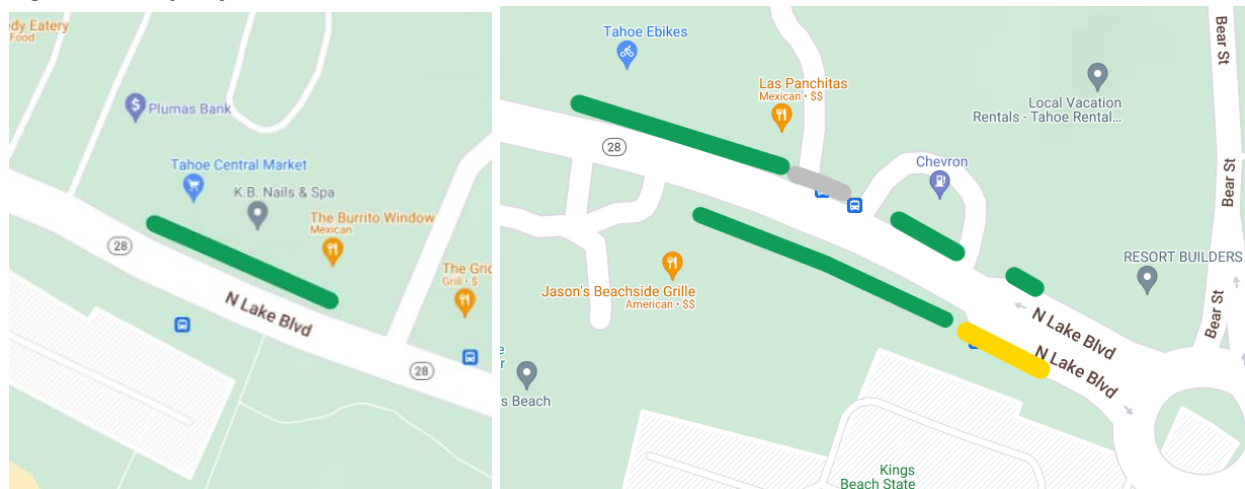


❑ **Develop a strategy to implement Assembly Bill 413.** AB 413, known as the “daylighting bill,” was passed in 2023 for the purposes of increasing visibility and pedestrian safety at crosswalks by prohibiting parking or stopping a vehicle within 20 feet from a crosswalk.<sup>2</sup> Prior to January 1, 2025, only warnings may be issued unless there is signage or a curb marking at that curb segment. The County is encouraged to develop a strategy to increase public awareness of AB 413 and evaluate the use of warnings, curb markings, signage, and outreach campaigns to educate drivers in the upcoming summer period.

<sup>2</sup> See full AB 413 legislation here: [https://leginfo.ca.gov/faces/billCompareClient.xhtml?bill\\_id=202320240AB413&showamends=false](https://leginfo.ca.gov/faces/billCompareClient.xhtml?bill_id=202320240AB413&showamends=false)

- ❑ **Realign the regulations for SR 28 on-street spaces.** The County should consider a number of location-specific adjustments for on-street parking policies based on the types of businesses and use case of the spaces:
  - ❑ **Convert 2-3 spaces outside of Tree House Café into 1 hour time limits.** This is conducive to the turnover expected of this business type.
  - ❑ **Convert the 15-minute space outside of Chevron to 2-hour parking.** Loading spaces are best served on the south side of SR 28 for access to the beach. Spaces on the north side of SR 28 are best served for commercial use.
  - ❑ **Post signage for “No Beach Loading/Unloading or Parking” at the fire lane around Whitecaps Pizza.** This should be associated with regular enforcement to ensure that vehicles do not utilize these spaces for beach activities.
  - ❑ **Post signage for 2-hour time limits on Brook Avenue and at Tahoe Dave's Skis & Boards.** These locations should be optimized for commercial parking.
  - ❑ **Convert 5-6 spaces in front of Tahoe Central Market and the Burrito Window to 30-minute or 1-hour spaces.** This is to better match the turnover time for the businesses on this street segment.


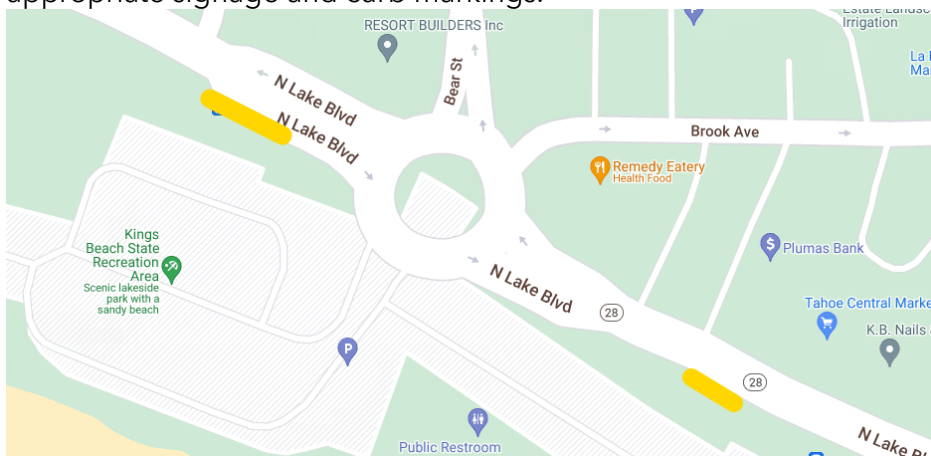
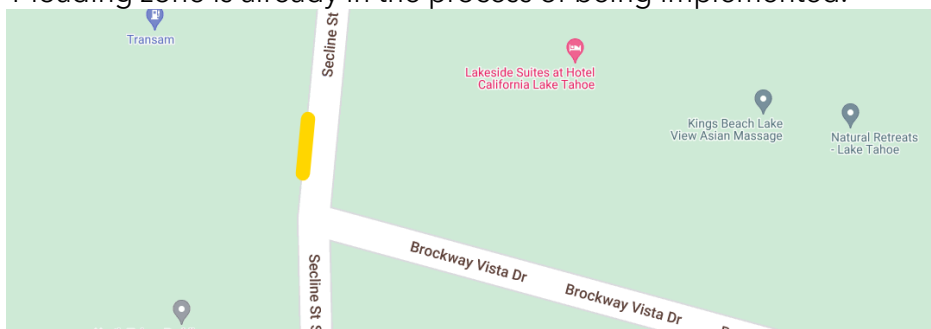
**Figure 9. Policy Adjustments on SR 28**



Legend: Green Line = Time Limit; Grey Line = Bus Stop; Yellow Line = Loading Space

- ❑ **Implement active pick-up/drop-off spaces by the beaches.** The County should identify and provide spaces for active pick-up and drop-off by the beaches. Convenient and accessible active loading/unloading spaces are important to ensure that beachgoers have a safe space to drop off passengers and gear without impacting traffic before finding a long-term parking space elsewhere. These active pick-up/drop-off spaces should feature signage indicating “active loading/unloading only,” be marked with a yellow curb, and show information on where the nearest public parking lots are. Figure 10 indicates where loading zones can be established for each of the beaches in the Parking Management Zone.

**Figure 10. Loading Space Locations at Beaches in the Parking Management Zone**

Beach	Loading Space Location
Moon Dune Beach	<p>2-3 spaces can be implemented on the south side of SR 28. The County should collaborate with Caltrans to install the appropriate signage and curb markings.</p> 
North Tahoe Beach	<p>The County should work with CTC to establish one of the spaces within the beach lot as a loading zone, given that there is insufficient space on SR 28 as the pullout closest to the beach lot is a bus stop.</p>
Kings Beach SRA	<p>3 loading zone spaces can be implemented on the south side of SR 28. The County should collaborate with Caltrans to install the appropriate signage and curb markings.</p> 
Secline Beach	<p>1 loading zone is already in the process of being implemented.</p> 
Speedboat Beach	<p>Loading zones already exist as a County parking management strategy.</p>

- ❑ **Implement pick-up/drop-off zones in beach lots managed by State Parks and CTC.** When beach lots are at 100% parking capacity, it is ideal that beachgoers still have a safe and convenient space to load/unload passengers and gear within the beach lot before and after parking at another location. It is recommended that the County work with its partner agencies towards consistent application of effective parking management strategies.



The CTC is planning to designate an active loading space in this beach lot within the next 2-3 years as part of their planned accessibility upgrades.

- ❑ **Evaluate limiting parking to one side of the road in the commercial core.** This is particularly applicable for east-west roads, which are at most 20 feet wide and insufficient to accommodate two travel lanes as well as cars parked on both sides of the street. While this will limit the availability of parking supply, it is important to ensure sufficient space for travel lanes to improve traffic flow and ensure road access for emergency vehicles.

### **Public-Private Agreements**

- ❑ **Increase parking supply through Shared Parking Agreement opportunities.** It has been identified that there are private parking lots in the study area that are underutilized during peak summer parking demand days that can help the County strategically increase the public parking supply. A shared parking agreement can be designed to be mutually beneficial with agreed upon parameters and a revenue share. The parking lot owner would authorize the County to implement and post signage and equipment for time limited, permitted, and/or paid public parking on the property. This could be during or outside of the owner's posted business hours. The County would then have the ability to offer these spaces as public parking or permit spaces, while the private lot can benefit from the County resources for parking enforcement and citations on their lots. Shared parking agreements are the most cost-effective way of increasing public parking supply since they optimize the use of existing infrastructure and avoid the costly investment in building and maintaining new facilities. This Plan is in alignment with the RTTP recommendation of improving usage and management of existing parking supply as opposed to increasing the total number of parking spaces in Kings Beach.

- ❑ **Initiate a shared parking agreement demonstration project.** The County should aim to establish a shared parking agreement with one starting location in Summer 2024 to build experience in implementing such agreements and begin unlocking additional public parking supply. The County had preliminary discussions with Safeway to explore the possibility of initiating a shared parking agreement with paid parking at their N Lake Blvd location, and Safeway is interested in continuing these discussions for 2025. The County will need to ensure that there is sufficient and effective enforcement at the shared parking location in order to ensure compliance of any applicable parking regulations. For example, this could come in the form of assigning and dedicating one

parking enforcement resource to the shared parking locations and surrounding area during parking lot operating hours.

☒ The County is in the process of establishing a shared parking agreement template. The County has initiated exploratory conversations with potential locations, such as Safeway.

- ☐ **Evaluate additional shared parking agreement locations.** A number of potential shared parking locations have been identified by participants of stakeholder meetings and community meetings conducted as part of this Plan. These locations are listed in the figure below and are to be further evaluated by the County.

**Figure 11. Potential Kings Beach Shared Parking Agreement Locations**

Location	Address	Estimated Number of Spaces
Safeway	7815 N Lake Blvd	75
Plumas Bank	8475 N Lake Blvd	10
7-Eleven	8593 N Lake Blvd	11
Spiritual Path Making	8611 N Lake Blvd	6
Sierra Community House	265 Bear St	15
BMO	200 Bear St	13
USPS Post Office	8669 Salmon Ave	15
Undeveloped Parcel	8755 N Lake Blvd	12
Kings Beach Car Wash	8775 N Lake Blvd	14
NTBA Office	8401 N Lake Blvd	14

### Employee Parking

- ☐ **Designate a parking lot for employee parking.** In the summer, County lots fill up quickly with recreational use and employees can often be without a parking space, especially if their shifts do not start until later in the day. Brook Lot is an ideal lot to consider testing as an employee parking lot. It is optimal for this purpose for several reasons, including its positioning as the most central off-street County lot to businesses in the commercial core. Its single ingress/egress point on a one-way road means that the lot may be less visible and convenient to visitors. However, if the County chooses to designate this lot for employee parking, it is important that the County continues to observe the area for spillover effects and work with local businesses close to this lot to ensure that there is sufficient customer parking access.

- ☐ **Consider future shared parking agreement locations for employee parking.** As the County continues to identify and evaluate other private parking lots for potential shared parking agreements, there is an opportunity to identify additional employee parking lots. These could be located strategically so that employees who work in different parts of Kings Beach can pick an off-street lot that is closer to their workplace.

- ❑ **Establish virtual employee permits.** As part of the movement of transitioning enforcement to being based on license plates, the County should provide employee permits digitally through its CMS vendor, which also offers permit management capabilities. Employee permit rates should have a low-income option and should be set such that it achieves cost recovery for administering the permits, as opposed to being a source of significant revenue. The County should consider what the applicable operating hours for employee permits are based on the types of businesses that occur in the commercial core. The recommended rates for employee permits are illustrated in Appendix C.
- ❑ **Continued cross-agency collaboration to enhance public transit connections.** TART offers regional fixed route bus services for longer distance trips, while TART Connect provides first mile/last mile connections to both fixed route buses and services within specified zones. TART Connect within Placer County currently becomes zone-free within the evening hours when fixed route buses are not operating, allowing riders to traverse the region without making a connection between microtransit zones. TART and TART Connect services are free to the rider and serve as a mode primarily used by commuters in both the peak winter and summer seasons. The County should continue working with the Tahoe North Truckee Transit Management Association (TNT-TMA) to monitor and make transit system enhancements and to educate visitors, workers, and residents of the free and convenient public transit services available.

### **Data Collection**

- ❑ **Install or acquire traffic flow data for car volumes in Kings Beach.** To better understand volume of vehicles entering and exiting Kings Beach, the County should either install occupancy counting technology (e.g., LPR cameras) or work with other agencies to identify a means to measure traffic at the four major ingress/egress points of Kings Beach: on SR 267/North Shore Boulevard at Speckled Ave, Dolly Varden Ave, and SR 28/North Lake Boulevard, as well as at SR 28/North Lake Boulevard at Chipmunk Street. This information will help the County better estimate parking demand and identify goals for sourcing additional parking supply.
- ☑ The County has connected with the Sheriff's Office to retrieve data from existing Flock cameras along access points to Kings Beach. The County is also connected with the Tahoe Transportation District (TTD), which is looking to leverage a grant it has received to explore the temporary installation of cameras at all entry and exit points into the Tahoe Basin to capture travel behavior and traffic operations for visits in and out of Lake Tahoe Basin as a whole.

### **Agency and Public Collaboration**

- ❑ **Continue collaborating with other agencies.** The County should continue the conversations initiated with agencies and organizations as part of the definition of this Plan. These agencies include NTBA EVC, NTPUD, CTC, State Parks, Caltrans, CHP, and The League to Save Lake Tahoe (Keep Tahoe Blue). In order to manage spillover effects and ensure an effective parking ecosystem, collaborating on parking management

practices, enforcement, wayfinding and signage, and shared operating practices is highly encouraged.

- ❑ **Establish a Community Advisory Group.** The County should establish a Community Advisory Group throughout the course of the implementation of this Plan. The Community Advisory Group should include local stakeholders such as business owners and residents. The intention of this group is to enable a feedback loop between the County and local stakeholders to adapt and finetune the execution of parking management strategies. Guidelines for this advisory group should be established and it is recommended that the County's Short Term Rental Advisory Group guidelines be reviewed as a starting point. It is recommended that the County require applications to be submitted by interested parties who wish to fill the identified seats. The size of the group should be kept at twelve members, with the potential for one additional non-voting member to represent a public health and safety role, such as the North Tahoe Fire Department. A consultant facilitator is strongly recommended to bring neutrality and mediate effective conversations and decisions.

## Other Recommendations

The following are recommendations focused on alternative modes of mobility that have indirect impacts on the effect of parking management strategies.

- ❑ **Prioritize the improvement of signaling pedestrian crossings on SR 28.** Given the foot traffic that occurs crossing SR 28, the County needs to increase the priority of pedestrian crossing safety and visibility. The Kings Beach Western Approach project will construct a roundabout and improved pedestrian and bicycle facilities as part of the project. Safe pedestrian crossings could also potentially be addressed in the interim by staffing a pedestrian flagger at the crosswalk. The County should continue working with Caltrans to repaint any faded crosswalks crossing SR 28, especially as the wayfinding plan in this Plan encourages drivers to park in County lots (mostly located on the north side of SR 28) and walk to the beaches (on the south side of SR 28).
- ❑ **Support the improvement of pedestrian and cycling infrastructure.** Providing safe and accessible pedestrian and cycling infrastructure encourages people to "Park Once" as they can rely on alternate modes to navigate through Kings Beach once they have parked. The County should continue collaborating with partner agencies to consider adding sidewalks and/or trails that connect parking lots between beach locations to improve accessibility and promote the use of alternative active transportation. The County should also consider bike parking infrastructure in public parking lots in line with the TRPA's Active Transportation Plan and continue with efforts to consider the development of mobility hubs that are within the Parking Management Zone.
- ❑ **Add white curb markings to all bus stops.** Bus stop identifiers are inconsistent in Kings Beach. Not all stops have curb markings, signage, or a bus shelter associated. It is imperative that, as part of the spring/summer restriping efforts, bus stops can also be clearly identified to help increase the visibility of public transit services in the area.

# Paid Parking Recommendations

The following recommendations are specific to the introduction and implementation of a paid parking program in Kings Beach. Each category of recommendations begins with an illustration of some key considerations, followed by a series of recommended implementation steps. Before introducing paid parking, the County must first address the parking enforcement technology and staffing coverage recommendations described earlier in this Plan. An effective parking enforcement operation is an essential component of a paid parking program.

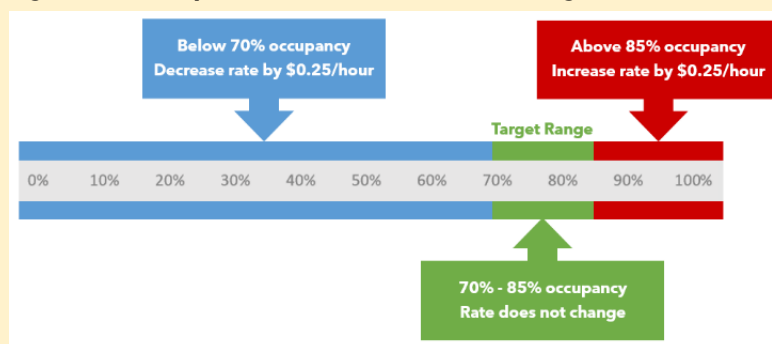
## Paid Parking Policies & Foundation

There are several ways to structure paid parking policies and set up the program for success. The County should consider the following details:

### What are some considerations?

- **County Code Updates:** With the introduction of a paid parking program, it is recommended to conduct a full review and update of its code to enable the implementation and enforcement of paid parking. Additionally, the language should be futureproof, ensuring its applicability as technology and terminology around paid parking evolves.
- **Performance-Based Pricing:** There is an opportunity to set rates that encourage the right balance of parking supply and demand. A regular rate adjustment review process creates the flexibility to increase or decrease rates incrementally in order to address seasonality and future fluctuations in parking demand. It is an industry best practice for agencies to target an 85% occupancy rate. It is important to implement ongoing data collection to continuously evaluate parking utilization and adjust parking rates on a periodic basis accordingly.

**Figure 12. Example of Performance-Based Pricing**



- **"Park Once" Philosophy:** A balanced parking system with both short-term and long-term options is needed to meet the needs of all user groups. Short-term parking locations are important in commercial areas to facilitate turnover for convenient customer access. However, recreational parking demands access to long-term parking options so drivers can park once and enjoy their visit.
- **Impacted User Groups:** It is important to consider whether there are certain user groups (e.g., employees, business owners, etc.) that may be significantly impacted by the introduction of a paid parking program. For these user groups, policies and solutions should be identified first and set up in advance.

Paid parking is being considered on-street in the Kings Beach commercial core, along SR 28, and on select roads near beach access, as well as off-street at public parking lots and select private lots that are part of shared parking agreements. This is an opportunity to encourage turnover and increase the availability of premium parking spaces for ease of customer access. Paid parking is also a tool for influencing parking demand since differences in rates can encourage drivers to park during certain times or at certain locations. Off-street parking lots should feature rates that encourage long-term and recreational parking.

In preparation for paid parking, the County must address a few initial steps including a full review and update of the County Code. Additionally, the County should evaluate and establish a Memorandum of Understanding (MOU) with Caltrans to establish paid parking on SR 28/N Lake Boulevard. As the Parking Management Zone includes the commercial core of Kings Beach, a plan to address employee parking should be developed as an initial priority to ensure that employees have affordable options for parking alongside the introduction of paid parking. Most importantly, the County must have the appropriate parking enforcement resources in place to support compliance operations.

- ☐ **Establish an effective parking enforcement operation.** The County must address the recommended technology, staffing, and operational strategies described earlier in this Plan to prepare for the introduction of paid parking.
- ☐ **Update County Code with regards to paid parking.** This language should authorize the County to manage and enforce paid parking, refer to paid parking devices such as the usage of pay stations and mobile applications, and include the rate adjustment model. A resolution may be an effective method if an ordinance update cannot be completed in time for the Summer 2024 demonstration projects.
- ☒ The County is already in the process of drawing up a resolution to enable the paid parking demonstration project for Summer 2024.
- ☐ **Adopt and memorialize the rate model in the County Code.** A range of rates for each season should be memorialized in the County Code, rather than a specific dollar amount, and the current rate should be posted on the County website. This enables the County to flexibly adapt within a predetermined range based on parking supply and demand. The County Code should refer to the current approved rate schedule posted on the County website for paid parking rates.
- ☐ **Establish Memorandum of Understanding (MOU) with Caltrans.** The County should continue discussions with Caltrans and CHP to establish an MOU enabling paid parking along SR 28. There is precedence for such memoranda across California. This includes the ability to enforce and implement paid parking regulations within Caltrans right-of-way, as well as the ability to post associated signage. Currently, County authority and maintenance obligations extend from the back of curb towards town center properties along SR 28 within the KBBAD; however, any signage placed within the actual State right-of-way of SR 28 or outside of the KBBAD (along SR 267) would require encroachment permit approval from Caltrans.

- ❑ **Implement dedicated employee parking locations.** Prior to the introduction of paid parking, the County should identify a plan to ensure employees have affordable and equitable access to parking. The County can dedicate specific areas for employee parking, which are managed through the use of digital permits and enforced by LPR. These locations can be expanded upon as parking supply changes with the establishment of shared parking agreements. To offset employee parking demand, the County should also collaborate with TART to ensure that the operating hours of TART services align with employee hours, there is sufficient service reliability, and to identify opportunities for employee discounts.

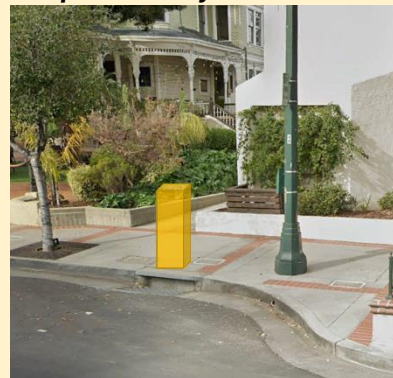
## Paid Parking Technology

There are a variety of paid parking devices and configuration options for the County to consider when developing the paid parking program:

### **What are some considerations?**

- **Paid Parking Device Types:** Paid parking devices offer users a means to pay for a parking session and are commonly found in the form of single-space parking meters, multi-space pay stations (or kiosks), and mobile payment apps. There is also Parking Access and Revenue Control Systems (PARCS) technology, which can include installing infrastructure at the ingress/egress of off-street parking lots.
- **Quantity and Location of Paid Parking Devices:** Credit card payments increase simplicity by reducing collections labor and improving reconciliation accuracy. Although credit card payments are ideal, public agencies throughout California accept cash or coin for equitability purposes since a portion of the population is unbanked. The County could primarily utilize credit card only machines and put just one cash-enabled paid parking device per zone on-street (a zone is identified as an area with the same rate structure) for unbanked and technology-light users. The industry standard is to install one pay station for approximately 10 to 12 on-street spaces, and one pay station by each exit of an off-street parking facility installed near pedestrian access route. Offering a mobile payment application option could lower the number of pay stations that need to be installed, as long as there is sufficient signage providing clear instructions. Pay stations have a small footprint (approximately 1-2 square feet, see Figure 13) to accommodate any narrow sidewalks, and can be installed in the corners of blocks so that they also serve the attached side streets.
- **Connectivity:** Paid parking devices require connection to the internet in order to function. It is important to consider whether the location has sufficient cellular communication signal, or if communication boosters such as hardwiring pay stations or installing cellular signal boosters should be considered.
- **Payment Methods:** Besides paying at physical paid parking devices, there are other methods available to increase flexibility for users. These methods include mobile payment and Pay-By-Text, where drivers use credit cards to easily pay for and extend their parking sessions. Enabling such options would decrease the amount of cash being handled overall, which reduces the staffing and resources needed for cash collection and counting.

**Figure 13. Demonstrated Footprint of a Pay Station**



Upon the acceptance of this Plan by the Placer County Board of Supervisors, the County could elect to proceed with the implementation of paid parking. It is recommended that the County procure pay stations and a mobile payment application as the two primary options for paid parking in Kings Beach. Pay stations are ideal to minimize the number of curb installations when compared to single-space parking meters, while mobile payments offer users the flexibility of being able to pay for, monitor, and extend parking sessions from a smartphone. Both methods can be applied to on-street and off-street paid parking locations, ensuring that there is a consistent experience no matter where a driver chooses to park. Additionally, both pay stations and mobile payments can associate payments to a license plate number which will streamline compliance monitoring with the use of LPR.

- ❑ **Conduct connectivity assessment of Parking Management Zone.** The County should work with a paid parking vendor and request a site assessment whereby the vendor can validate the signal strength in the Parking Management Zone and recommend solutions for improvements as needed.
- ❑ **Run a paid parking demonstration in Summer 2024.** The County should conduct a pay station demonstration in Summer 2024 where 2-3 demonstration stations are installed in Kings Beach to assess their system performance and capabilities in actual conditions. The pay station demonstration can ideally run for at least two months in the summer, and it is encouraged that the public be invited to test the pay stations and provide input.
- ❑ **Utilize a “Pay by Plate” configuration.** In alignment with the license plate-based enforcement model described previously, the pay stations should be configured for “Pay By Plate” payments. This will provide a more efficient workflow and provide a more convenient customer experience that does not require a receipt to be displayed on the dashboard. Mobile payment applications by default use “Pay by Plate” since all transactions are associated with a license plate number.

The following steps should only be taken after evaluation of the paid parking demonstration project of Summer 2024 has been completed:

- ❑ **Confirm quantity and placement of pay stations.** The County should install at least one pay station per block face in the commercial core. The exact installation locations of pay stations are dependent on final assessment by the vendor.
- ❑ **Procure and install pay stations.** The County should evaluate vendor options and pursue the procurement of an integrated pay station solution.
- ❑ **Procure and implement a mobile payment application.** The County should evaluate vendor options and pursue the procurement of a mobile payments solution. It is recommended that Pay-By-Text be an option that the vendor offers. It is highly recommended that the County review the option to join the Park Tahoe program illustrated in the following recommendation. This would simplify the County’s process of making mobile payments available to Kings Beach.

**Figure 14. Park Tahoe Logo**



- ❑ **Initiate discussions to join the Park Tahoe program.** The County has an opportunity to improve the continuity and ease of visitor parking around Lake Tahoe by participating in the Park Tahoe program. This is a regional parking management concept executed by TTD to streamline the ability to pay for parking via a mobile app at the Tahoe East Shore Trail and eventually throughout all the key tourism destinations in Lake Tahoe. Visitors to the Lake Tahoe Basin would be able to leverage the same mobile app to pay for parking in Kings Beach. This would create a consistent and recognizable brand for parking in the Lake Tahoe region, increase public recognition of public parking options, improve the user experience for repeat visitors or those who spend time at multiple destinations, and increase the ease of parking revenue management and operations.

## Rate Structure & Operating Hours

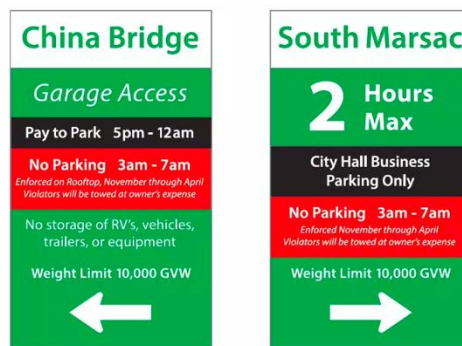
### **What are some considerations?**

- **Rate Structure:** There is a wide variety of rate models and strategies possible. Some common strategies include offering the lowest rates possible to increase adoption without incurring a financial loss or offering market rates that effectively manage parking demand by differentiating between premium and value parking zones. Additionally, there are many options for the rate structure itself, including flat hourly rates with daily maximums, and escalating rate models which can be used to influence driver behavior in different ways.
- **Operating Hours:** Paid parking operating hours should be aligned with times when parking management is most needed, such as when peak parking congestion occurs. Operating hours could also be differentiated by day of the week, or time of year, depending on the location's needs.
- **Discounted Programs:** There is the opportunity to adopt programs like a Merchant Validation Program or a Locals Benefit Program to support businesses and locals in the introduction of paid parking.
  - **Merchant Validation Program:** A Merchant Validation Program is a way for businesses to encourage customers to visit or spend money at businesses by paying for discounted parking on behalf of their customers. With some systems, businesses can acquire a set of discount codes, which they can distribute to customers to either extend their current parking session or apply to a future one. Depending on the technology provider, validation codes can be applicable at pay stations and/or mobile apps. Certain systems can also be deployed to allow businesses to enter in their customer's license plate number to apply the validation. The County could offer businesses the opportunity to purchase parking time at a bulk reduced rate.
  - **Locals Benefit Program:** Since paid parking in Kings Beach is primarily proposed to mitigate the impacts of summertime tourism, offering discounted parking or incentives to locals could ease the introduction of this parking management strategy and provide affordable access to locals during the peak season. The definition of a local must be clearly outlined in order to indicate who is eligible to participate in the program. In a license plate-based enforcement system, locals would be able to register their license plates and receive a portion of free or discounted parking at the pay station or on the mobile payment application when registering for a parking session (for example, a discount code can be sent out via the mobile app during non-peak parking times to encourage local patronage).
- **Signage and Education:** Paid parking is a big change for many communities. It is critical to develop a clear communications plan that includes posted signage, digital and printed means of outreach, and a human approach (see the "Enforcement & Staffing Resources" section regarding ambassadorship).

The Technical Memorandum included in Appendix C offers the recommended paid parking rate structure for Kings Beach, which indicates the recommended models and operating hours for on-street commercial spaces versus off-street public lots. Although many in the community have already demonstrated general support for a summertime paid parking program in Kings Beach, it is important to create a comprehensive public education plan and identify opportunities to support residents, employees, and business owners in this introduction. For those who live and work in Kings Beach, a phased approach to introducing paid parking is necessary.

- ❑ **Establish the recommended rate structure.** The County should review and adopt the initial rate structure recommended in Appendix C.
- ❑ **Implement a regular rate structure review process.** The County should establish an annual review of rates and adjust them as needed to continue achieving a supply and demand balance based on parking utilization data.
- ❑ **Introduce the initial rate structure.** The County should outline the initial rate model and prepare an outreach campaign that educates locals in advance of the paid parking introduction.
- ❑ **Update signage to reflect paid parking policies.** To support the paid parking introduction, it is critical that paid parking areas and operating hours are clearly posted upon introduction. It is important to clearly communicate when paid parking is in effect and when there is any parking restriction (see Figure 15 for a sample design). Additionally, any fine amounts listed on signs should be updated per the current fine schedule. This applies to on-street signage, as well as informational signage in parking lots.

**Figure 15. Sample Sign Design from Park City, Utah**



- ❑ **Implement a Merchant Validation Program.** The County should work with the mobile payment vendor (and/or pay station vendor) to implement a Merchant Validation Program that is launched in tandem with the introduction of paid parking.
- ❑ **Implement a Locals Benefit Program.** In order to support the transition into paid parking and ease the cost of paid parking to locals, the County should identify the definition of a local and offer those who qualify the ability to register their license plates to redeem a period of discounted or free parking credits for use anywhere public paid parking applies in the Parking Management Zone. This program should occur at least for the first year of paid parking implementation. Program rules, such as how to define and qualify residents and other configuration settings, can be discussed with the CMS vendor, Data Ticket.

## Enforcement, Maintenance & Operations Resources

### **What are some considerations?**

- **Enforcement and Education:** Paid parking requires consistent enforcement to ensure compliance and effectiveness. As such, there needs to be sufficient resources to educate the public and conduct the necessary enforcement operations. It is important to ensure enforcement staff are trained on the usage of paid parking equipment and can provide a customer service approach.
- **Paid Parking Operations:** It is important to consider whether there are sufficient field staff available to perform equipment maintenance, cash collection, and cash counting. There will also be an increased volume of signage to maintain.

With the introduction of paid parking comes additional staffing and training needs that the County will need to account for. The County can consider rolling the following duties into existing positions to begin with, and later consider the need for hiring dedicated parking operations staff to conduct the responsibilities listed above.

- ❑ **Address parking enforcement technology, staffing, and operations strategies.** The County should pursue the enforcement strategies recommended earlier in this Plan. It is important to start by addressing the policies as posted today to demonstrate effectiveness. The County must ensure that there is an effective parking enforcement program in place to support the introduction of paid parking and be prepared to expand staffing internally or through a contractor.
- ❑ **Identify County staff to perform coin collection and reconciliation.** As is common in other agencies, this person could also be responsible for maintenance or parking enforcement.
- ❑ **Identify County staff to perform pay station maintenance and troubleshooting.** As is common in other agencies, this role can either be a standalone position or rolled into an existing County maintenance position.
- ❑ **Provide customer service training on paid parking.** During the introduction of a paid parking program, it is important that an emphasis is placed on customer service and education (with a focus on warning notices). Staff are encouraged to walk the streets of Kings Beach and provide in-person support to those who are unsure of how to navigate the new paid parking ecosystem. Some mobile payment vendors will also provide such staffing to support the initial days of implementation. The County is advised to enlist the help of local ambassadors from NTBA EVC and other community groups.

## Revenue & Expenses

### **What are some considerations?**

- **Budget:** There is an initial investment in implementing paid parking, namely capital costs for hardware purchases and operating costs for software licenses, warranty, credit card transaction fees, and convenience fees that are common with mobile payment applications. Certain vendors offer financing options for equipment that minimize upfront investment and allow for payment over time. Signage will also need to be updated, especially if new payment methods and policies are being presented.
- **Revenue Allocation:** How will the revenue generated from paid parking be reinvested in the community? Should a Parking Benefits District<sup>3</sup> (PBD) be established? What fund will the revenues go to?

Financial modeling has been completed to estimate the budget of the paid parking program across a three-year period (see Appendix D). It is recommended that the County continuously review said program budget and establish a Parking Benefits District.

- ❑ **Develop annual parking revenue and expenditure reports.** The County should prepare detailed annual reporting of revenue and expenditures as it pertains to the parking program. The reporting shall consider enforcement and paid parking operations separately to ensure transparency of revenue sources and cost centers. This detailed breakdown can support decision-making with regards to parking program improvements.
- ❑ **Establish a Parking Benefits District (PBD).** Revenues generated from the parking program beyond what is required for cost recovery can be reinvested into the local community for various parking, transportation, and mobility initiatives. It is recommended that the County request feedback from the Community Advisory Group and the community to identify transportation mobility initiatives and priorities. The definition and criteria around the PBD should be outlined and updated into the County Code.

---

<sup>3</sup> A Parking Benefits District sets a geographic area where revenue generated from paid parking is directly invested back into initiatives benefiting that same location. These investments could support economic, cultural, community, and/or infrastructure development.

# Residential Parking Permit Recommendations

The County can implement residential parking permits to manage the spillover effects of paid parking and the recommended parking management strategies in this Plan. Residential parking permits also ensure that those who reside within and adjacent to the commercial core have access to on-street parking close to their homes. The steps to implementing a Residential Permit Parking (RPP) Program are indicated below.

## Program Definition

### ***What are some considerations?***

- **Define the RPP zones:** The area in which parking permits apply should be developed based on an analysis of parking impacts and parking utilization.
- **Permit Eligibility:** Based on the 2016 California State Attorney General's opinion (#14-304), an RPP Program should not differentiate between types of dwelling. This means that the program should apply to both single-family homes and multi-unit dwellings within the RPP area. When developing the program, it is important to identify the concentrations of different types of dwellings as it can impact the program rules and permit types applicable.
- **Program Rules:** Program rules include who qualifies as a resident, how a resident applies and is approved for a permit, how many permits are allowed per household or registered driver, how often the resident should renew their permits, the cost structure of the permits (and if there is a low-income rate), and what the qualification (and potentially petitioning) process is for the addition of new permit zones. Additionally, it is important to identify a guest passes policy that offers residents the ability to offer temporary permits to personal visitors.
- **Permit Design:** It is important to specify the operating hours of the permits and any additional terms if there is to be more than one permit type.

The best practice is for an agency to set up the program rules for a residential permit parking program when launching a significant parking management strategy, such as paid parking, in order to prepare for potential spillover parking impacts. This means that the County should have the RPP program in place and launched at the same time as paid parking is introduced throughout the commercial core so that residents can request residential permits as they experience parking impacts. The County should monitor the paid parking zone and adjacent blocks for spillover impacts and work directly with Kings Beach residents to collaboratively identify RPP zones, and also allow residents to opt in and request additional RPP zones as needed. As such, the potential street segments that are eligible to become an RPP zone are based on the paid parking area, which is estimated to evolve over the first few years of Plan implementation. This means that there are no predetermined RPP zones identified prior to the launch of the RPP Program. Petitioning is a more organic and demand-responsive way to establish RPP zones that enables active collaboration with impacted residents to solve parking needs.

It is recommended that the County have two permit types (residential permits and guest passes) and ensure that those who have a demonstrated lack of off-street parking have priority to a permit. In order to offer an equitable program, the County can offer a certain number of permits per licensed driver (based on the submission of a valid driver's license in the permit application) instead of per household.

- ❑ **Identify who qualifies as a resident of Kings Beach and is eligible to participate in the RPP Program.** A clear way to define this is based on the address listed on the driver's license; however, there are a significant number of homes that are second homes, meaning that the owners of those properties would not be eligible for an RPP under that definition. The County should work with the Community Advisory Group to identify a fair definition and a clear way of assessing it. Additionally, the County would also need to identify whether renters are eligible for an RPP. Typically, both homeowners and tenants should be eligible for RPPs given that they meet the definition of being a Kings Beach resident; however, only one of the two parties can be responsible for the permits associated with that household. It is recommended that the primary tenant be responsible in the event of renting as they are actively using the space.
- ❑ **Prepare the program for virtual permits that are renewed annually.** The County should introduce residential permits using a digital system to ensure that all parking management can be enforced via license plate. Virtual permits enable residents to apply for and manage permits in a self-service manner, and setting an annual cadence reduces the amount of administration. See the Technology section below for further details.
- ❑ **Determine a limit of permits per registered driver.** Setting a limit of permits per driver ensures that only active drivers (i.e., drivers with a registered driver's license) receive parking permits and that households are not able to store their extra vehicles on the public street. Given the limited amount of on-street parking available in Kings Beach, a cap on the number of permits per household may also be needed to ensure the number of permits does not overwhelm the on-street parking supply.
- ❑ **Establish an escalating permit rate and a low-income rate.** An escalating permit rate model means that every additional permit purchased for a household is at a higher price. This aims to discourage people who do not need a permit from obtaining one. Additionally, a reduced low-income rate should be set for those who can prove low-income status through an existing means, e.g. through a utility bill discount or their participation in another County program that qualifies residents based on income. See Appendix C for the recommended rate structure.
- ❑ **Identify RPP operating hours.** The County should begin with RPP operating hours that align with the paid parking operating hours in the commercial core. Since winter parking restrictions on County roads will remain in effect from November 1 to April 30, the RPP will only be in effect during the summer parking management operations timeframe, which is planned to take place from May 1 to October 31. The County should re-evaluate whether these hours need to be expanded as the program progresses.

- ❑ **Introduce a petitioning process for the establishment of RPP zones.** The County should require residents of a potential RPP zone to petition with a sufficient majority (e.g. 70% of residents on a block), as well as ensure that a sufficient majority of residents in that zone purchase a permit. Doing so ensures that RPP rules benefit those who live in that zone, confirms that there is a true demand for permits in that area, and prevents misallocation of public parking supply and parking management resources.
- ❑ **Establish a guest passes policy.** The County should offer each household, regardless of if there is a registered driver or not, the ability to purchase a set of guest passes. The recommendation is that each household is eligible to purchase a set of 50 single-use, 1-day guest passes where guests of households in an RPP zone can register their license plate to park in that same RPP zone up until 12pm of the following day. The County should consider that some property owners of vacation units may distribute guest passes to their tenants and the need to monitor these potential impacts on on-street parking supply.
- ❑ **Review and update the County Code.** Based on the final set of RPP program decisions, the County will need to amend the permit parking section of the County Code in order to address digital permits (versus placards), the application process, the cost of permits, and other outdated provisions.

## Technology

It is recommended that the County implement digital permits in alignment with establishing license plate-based enforcement. The County's current CMS provider also offers permit management solutions in that they are a Citation & Permit Management System (CPMS). Data Ticket provides support on the setup and management of permits, assistance in the permit application and qualification process, as well as an online portal for residents to purchase or renew permits.

- ❑ **Discuss the RPP rules and next steps with the vendor.** Once the County has identified a set of program rules, the County should set up a meeting with Data Ticket to receive a demo of the platform's permit management solution, discuss the RPP rules, and identify an implementation plan. The implementation plan should be a phased approach and timed with the introduction of paid parking so that resident parking access is safeguarded.
- ❑ **Apply license plate-based enforcement to permit management.** Data Ticket can sync permit data to the LPR system to be installed on County enforcement officer vehicles, as well as citation issuance handhelds so that parking enforcement staff are able to easily identify permitholders and whether they have a valid parking session. LPR technology will inform the parking enforcement staff driving the vehicle whether the vehicle has a valid permit.

## Implementation

- ❑ **Hold community meetings prior to the implementation of the RPP Program.** Once there is an implementation timeline for the RPP Program, the County should hold

community meetings to inform and address feedback from the impacted residents. Meetings should clearly define how residents can petition for an RPP zone once the program is in effect. It is important that residents feel comfortable with the changes to come prior to the actual introduction of the RPP Program.

- ❑ **Consider an RPP demonstration project at Whitecaps Pizza and the adjacent properties.** Whitecaps Pizza already experiences significant parking impacts due to its location by the lake, with beachgoers parking in the fire lane and the spaces intended for its employees and the residents of the building next door. The County could work with this location to establish permit parking in effect from 10am to 10pm to ensure that employees have space to park before the restaurant opens at 11:30am and residents have access to a parking space outside their home at night.
- ❑ **Conduct an outreach campaign to ensure residents in and near the commercial core are aware of the RPP Program once it is in effect.** The County should implement a comprehensive outreach campaign that considers leveraging both in-person and digital means to keep the public informed of the RPP implementation timeline and as the program evolves, such as when a new RPP zone has been introduced.

# Phase 1 Implementation Guide

Below is a list of steps that the County should prioritize for Summer 2024 implementation. These first steps are aimed to benefit the community and its local business owners with improved parking compliance, more responsive and proactive enforcement, a chance to test and give feedback on paid parking equipment, and more County-provided support in directing visitors to the appropriate recreational parking spaces. The County is encouraged to be adaptive in their solution design and responsive to community feedback.

## Parking Enforcement

- ☐ Procure handheld citation issuance devices.
- ☐ Adopt a Data Privacy and Usage Policy.
- ☐ Procure vehicle-mounted mobile License Plate Recognition (LPR) cameras.
- ☐ Maximize usage of County's existing Citation Management System (CMS).
- ☐ Improve public information on how to pay citations.
- ☐ Ensure one parking enforcement resource can be dedicated to the paid parking demonstration project sites for Summer 2024.

## Wayfinding & Signage

- ☐ Add signage and markings indicating where parking is and is not permitted on pervious parking pads and sidewalks.
- ☐ Update existing parking signage.
- ☐ Implement static wayfinding signage towards public parking lots at the key ingress/egress points of Kings Beach, including breadcrumbing.

## Supply & Demand Management

- ☐ Implement active pick-up/drop-off spaces by the beaches.
- ☐ Identify and begin discussions with a potential shared parking agreement location.
- ☐ Set up the Community Advisory Group.

## Paid Parking Demonstration Project at the Christmas Tree Lot

- ☐ Introduce a resolution enabling the paid parking demonstration project for Summer 2024.
- ☐ Identify County staff to perform pay station maintenance and troubleshooting, and coin collection and reconciliation.
- ☐ Initiate the paid parking demonstration at the County's Christmas Tree Lot.
- ☐ Engage the public to test the pay stations and provide input.
- ☐ Conduct an assessment upon completion of the paid parking demonstration project to evaluate next steps.

## Residential Permit Parking (Optional)

- ☐ Consider a permit parking demonstration project at Whitecaps Pizza and the adjacent properties.

## Appendix A - Community Outreach Summary

DIXON and the County conducted two rounds of community meetings, with the first round focused on understanding the public's parking challenges and needs, and the second round focused on sharing the preliminary recommendations of this Plan for commentary and feedback. Below is a list of community meetings that were facilitated:

Meeting	Date	Attendees <sup>4</sup>
Round 1: In-person Community Meeting (English)	January 10, 2024	63
Round 1: Virtual Community Meeting (English)	January 11, 2024	46
Round 1: Virtual Community Meeting (Spanish)	February 7, 2024	9
Round 2: In-person Community Meeting (English/Spanish)	March 18, 2024	19
Round 2: Virtual Community Meeting (English)	March 20, 2024	34

Additionally, the community was encouraged to submit feedback through a public commentary project email.

Key themes regarding needs and challenges expressed by the community are as follows:

- On-street/ Residential parking
  - There are spillover parking impacts onto residential streets.
  - People are parking on sidewalks, blocking driveways, front yards, etc.
  - People are parking on bike lanes.
  - There is a significant lack of enforcement.
  - High density dwellings are associated with overcrowding of vehicles on-street.
  - Residential streets are too narrow to have parking on both sides of street.
- Off-street parking
  - County parking lots are not easy to find/navigate to, especially for visitors.
  - Overnight parking, camping, loitering, littering, and partying in existing parking lots are big problems.
- Winter parking
  - Snow doesn't get cleared between the sidewalk and the street; parking is really difficult in the winter.
  - People have to park in the snow which is dangerous and difficult.
- Commercial areas
  - Visitors park in front of local businesses all day to go to the beach.
  - Litter is unsightly and common.
  - There is a significant lack of enforcement.
- Transit & Active Mobility
  - There should be more funding for other transit modes to move in Kings Beach.
  - TART and TART Connect don't run reliably, and service needs to run later.
  - Pedestrian traffic interferes with traffic flow at the roundabouts.

---

<sup>4</sup> Attendee numbers include DIXON facilitators and County staff.

- There are strong concerns about pedestrian safety with the washed-out crosswalks on SR 28.
- There are concerns about cyclist safety as vehicles move quickly on SR 267.

Key recommendations offered by the community are as follows:

- On-street parking
  - The County should better enforce the 2-hour time limit.
- Residential parking
  - The County should introduce a residential permit parking program.
  - Parking should be limited to one side of street only in residential streets, as the back streets are too narrow.
- Off-street parking
  - There needs to be improved signage pointing to public lots.
  - Parking enforcement should occur during off-season/off-hours to ensure lots are used for their intended purpose.
  - There needs to be overnight parking enforcement.
  - The State Parks' Kings Beach State Recreation Area and NTPUD's Tahoe Vista Recreation Area parking lots are the largest parking lots in the area and this parking supply needs to be better utilized.
  - Private parking lots can be better utilized outside of business hours.
- Winter parking
  - There should be more consistent snow plowing during the winter.
- Commercial areas
  - There should be designated employee parking.
  - The County should add 15-minute loading zones in front of businesses.
  - There should be a parking validation program by local businesses.
  - ADA parking needs to be improved in commercial zones.
- Infrastructure
  - Caltrans should improve the maintenance of bike lanes.
  - There should be safer bike lanes on SR 267.
  - There could be pedestrian and bike connections down SR 267 from the neighborhoods into Tahoe Vista, Kings Beach, and eventually Tahoe City.
- Other
  - There needs to be designated parking at Moon Dune Beach.
  - Signage needs to be added in front of the Tahoe Vista Trailer Park on National Avenue, where cars block the bike lane frequently in the summer.
  - A Lake Tahoe Basin entry fee should be introduced.
  - The idea of a Parking Benefits District is welcomed, where all profits stay local and can be earmarked for traffic calming and multi-modal infrastructure.
  - The idea of demand-based parking rates is welcomed.
  - A Park & Ride program at Northstar could be a good idea, given that Northstar has buses that can be used during summer months.
  - Transparency in the operation and reporting of parking management is appreciated.

## Appendix B - Wayfinding Signage Plan

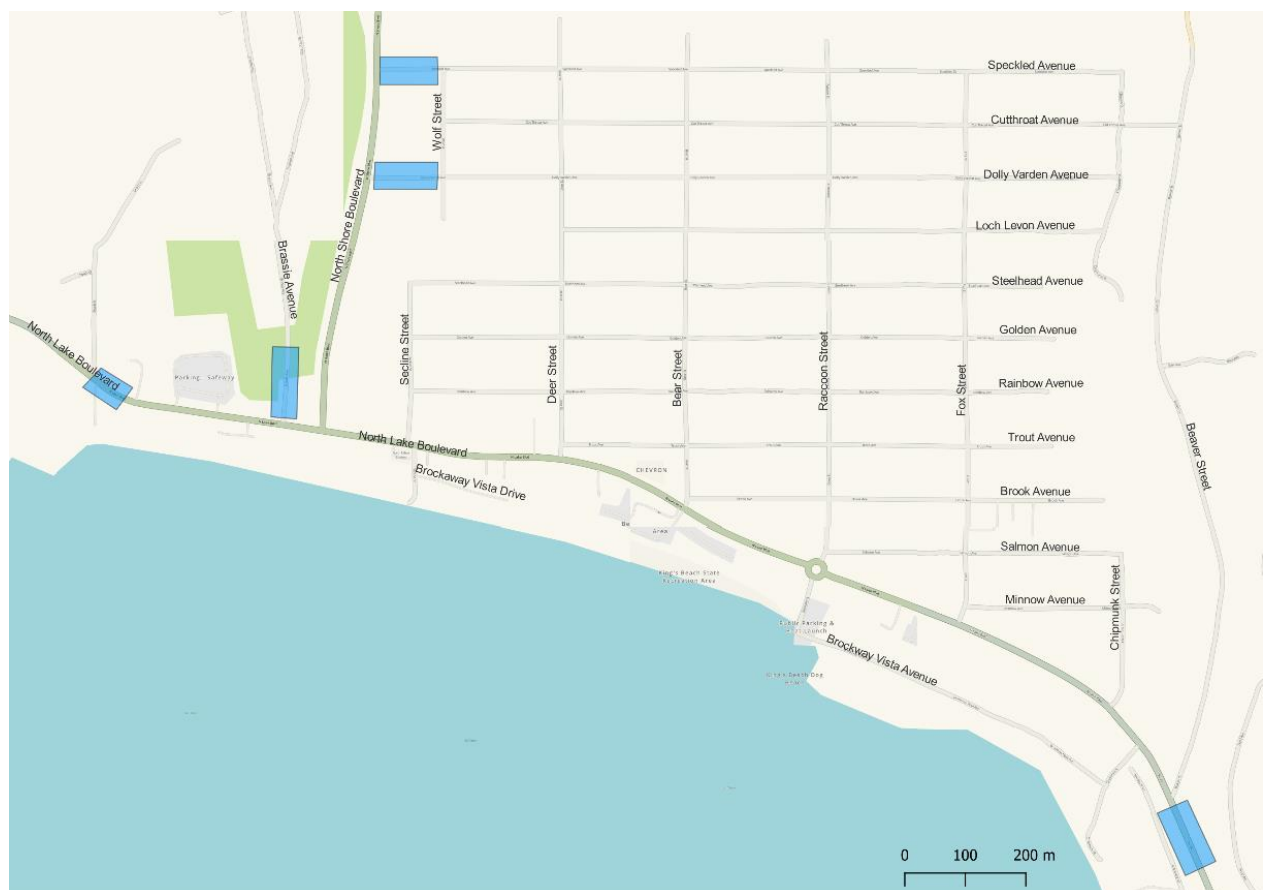
Signage and wayfinding are an essential component of parking management as it can help improve the visitor experience, reduce congestion, and encourage compliance with parking policies. The following recommendations build on the Parking Management Implementation Plan and cover branding, wayfinding, and signage improvement in Kings Beach.

### Wayfinding Signage Types

#### Ingress/Egress Signage

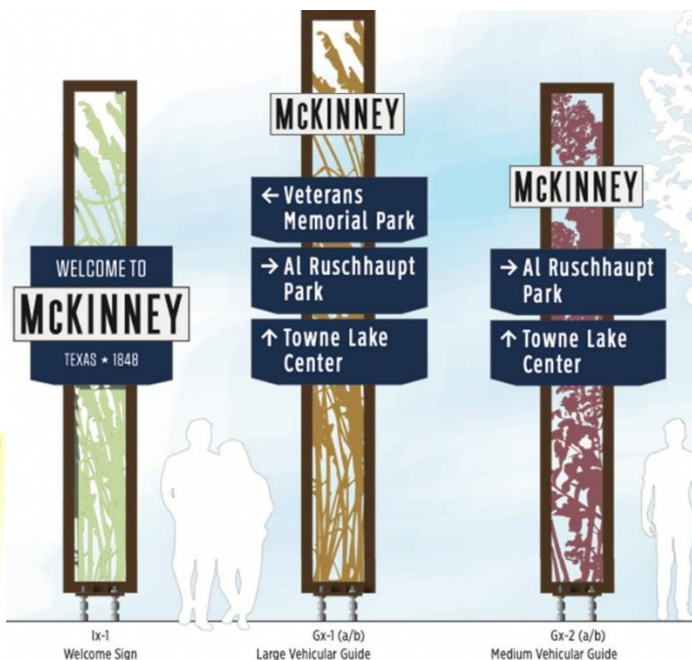
DIXON has identified five key ingress/egress points throughout Kings Beach in collaboration with the County for recommended signage placement, as shown in Figure 16. Map of Ingress/Egress Points to Kings Beach. The purpose of implementing signage at these locations is to help deter visitors from parking in the residential backstreets, improve management of cut-through traffic, direct vehicles to County-owned parking lots, as well as help educate drivers on key policies that pertain to parking to increase compliance and safety.

**Figure 16. Map of Ingress/Egress Points to Kings Beach**



Ingress/egress signage should feature directions to nearby public parking lots and can also feature a “Welcome to Kings Beach” or a “Thank you for Visiting Kings Beach” message to create a sense of place for visitors and residents (see Figure 18). Ingress/egress signage can also be used to direct visitors to key destinations in the area such as Kings Beach and North Tahoe Beach (Figure 17). If pick-up/drop-off zones are introduced in the commercial core for beachgoer use, signage at the ingress points could also direct visitors to those areas so that they could make appropriate stops before finding long-term parking at the County-owned lots.

**Figure 17. Ingress Signage Examples**



**Figure 18. Egress Signage Example**



### Internal Directional Signage

Besides the main ingress/egress signs, the County should implement additional directional signage within Kings Beach that provides further guidance towards the County parking lots. The idea is akin to that of leaving a trail of “breadcrumbs” to ensure drivers can easily find public parking options.

These signs should be rather simple, featuring short text and directional markers such as arrows. Distance markers may also be used to indicate how far away a destination is from the signage location to accommodate other road users, such as cyclists. Examples are shown in Figure 19 and Figure 20).

**Figure 19. Sample Directional Signage**



**Figure 20. Sample Signage with Distance Markers**



## Wayfinding Signage Recommended Placement and Content

Figure 22 shows the suggested placement of directional signs in Kings Beach. Sign mockups in Figure 21 are intended to provide direction on the content to be included, and are not suggested to represent the colors, fonts, and style of final signage.

## Signage Design, Size & Placement Considerations

### Design Standards

There are guidelines that the County should consider when developing the final design of signage. Parking signs should be standardized to MUTCD size, height, and placement standards to improve visibility. For example, the MUTCD standard for most traffic control signage is as follows: *minimum height, measured vertically from the bottom of the sign to the sidewalk, signs installed above sidewalks shall be 7 feet.*

The County should also engage the CDRA Planning Services Division to ensure that the final signage design meets TBAP and TRPA Code of Ordinance signage design requirements.

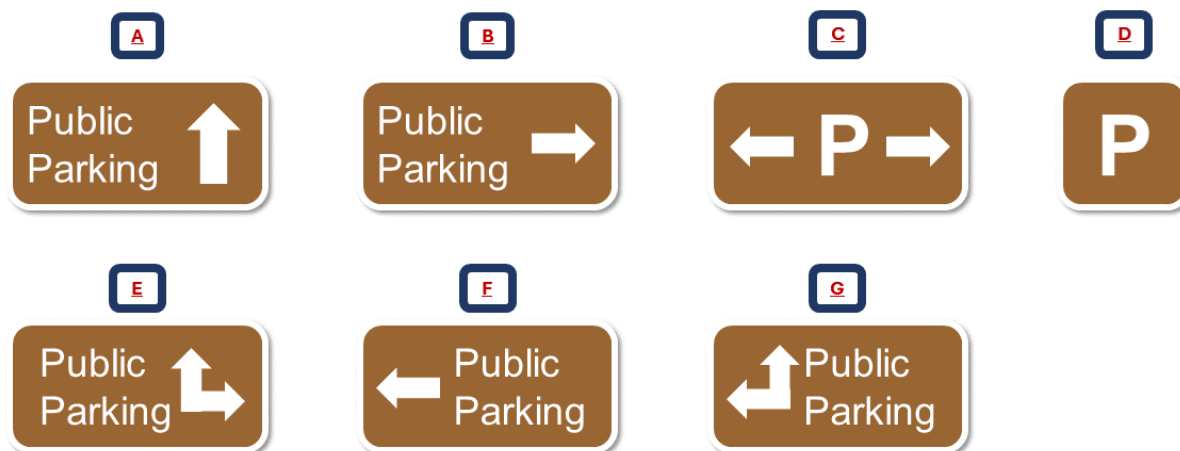
### Ideal Placement

While the County is ultimately responsible for finalizing signage location, placement, and applying for encroachment permits from Caltrans as necessary, it is recommended that signage within the SR 28 Kings Beach commercial area be placed behind the curb so that is in the County's KBBAD maintenance zone, which would not require an encroachment permit.

### Signage Clarity & Branding

The County may consider creating a logo specific to Kings Beach that can be used on signage for consistent branding. However, important signage text should be prioritized over logos, and whenever possible the font size should be increased, such that they are legible from a distance. Signage text should also be limited to short, direct phrases so that drivers are able to read and acknowledge the regulations listed more quickly.

**Figure 21. Legend of Wayfinding Signs Referred**



**Figure 22. Wayfinding Signage Placement**



# Appendix C – Technical Memorandum on Parking Rates

To: County of Placer  
From: DIXON  
Date: June 12<sup>th</sup>, 2024  
Re: Technical Memorandum on Parking Rate Structure

---

DIXON has prepared this technical memorandum (memo) to advise the County of Placer (County) on a recommended parking fee structure as part of the Kings Beach Parking Management Implementation Plan (PMIP). In conjunction with the recommendations laid out in the PMIP, the rates presented in this memo are intended to provide the County with an initial starting point for the Kings Beach area to provide adequate parking space turnover in commercial locations and to better manage summer tourism parking demand. A recommended rate structure has also been provided for non-summer months should the County wish to expand the paid parking program to the rest of the year. The recommended rate models include a combination of hourly rates and flat rates, as well as a tiered pricing structure for permit programs. The County is encouraged to monitor parking utilization over time and periodically make data-driven rate adjustments when needed.

## Methodology

To establish continuity throughout Kings Beach and make the transition to paid parking as seamless as possible, many of the rates that are recommended in this memo were borrowed from the existing rates used in the Kings Beach State Recreation Area (SRA) or from surrounding agencies. As stated in the PMIP, Caltrans is a key partner in establishing any form of paid parking along State Route 28, and although recommended rates in the Kings Beach commercial core along State Route 28/North Lake Boulevard have been included in this memo, an agreement between the County and Caltrans will be necessary before any paid parking can be established along the State highway. The recommended rate structure proposes the lowest rates possible to increase adoption without incurring a financial loss and ensures that rates are differentiated between “premium” and “value” parking zones to effectively manage parking demand.

## Recommended Rate Structure

The rate structures identified in this section would apply to the on-street and off-street (County lot) public parking areas identified in **Error! Reference source not found.**

**Figure 23. Suggested Paid Parking Locations in Kings Beach**



### Summer Paid Parking Recommendations (May 1 - September 30)

The summer season dates were mutually agreed upon by DIXON and the County and are in alignment with the peak-season dates used by California State Parks for the Kings Beach SRA to ensure a comprehensive and balanced approach to parking management in Kings Beach. Suggested initial on-street paid parking operating times are based on when recreational beach parking demand has been observed to be the highest. Suggested initial off-street paid parking hours match the County lots' current hours of operation.

Space Type	Rate Model	Operating Times
On-street, Commercial Core	\$2.50/hour	7:00am - 7:00 pm, 7 days per week
On-street, State Route 28	\$3.00/hour	7:00am - 7:00 pm, 7 days per week
Off-street Lots	\$10 all-day flat rate \$5 evening flat rate starting 5pm \$20 holiday peak pricing rate <sup>5</sup>	7:00am - 10:00 pm, 7 days per week

### Rest of the Year Paid Parking Recommendations (October 1 - April 30)

The County is recommended to introduce paid parking outside of the summer season only if there is high parking demand identified. The industry-accepted benchmark for parking occupancy is at 85%; if parking utilization data demonstrates on-street block faces in the commercial core exceeding 85% capacity, the County should consider implementing paid parking outside of the summer season. If it is consistently below 85%, paid parking may not be necessary. Rates for the non-summer season are lower than those in the summer since parking demand tends to be lower in the non-summer months. Kings Beach SRA also features lowered rates in the non-summer period.

Space Type	Rate Model	Operating Times
On-street, Commercial Core	\$1.50/hour	7:00am - 7:00 pm, 7 days per week
On-street, State Route 28	\$2.00/hour	7:00am - 7:00 pm, 7 days per week
Off-street Lots	\$5 all-day flat rate	7:00am - 10:00 pm, 7 days per week

The PMIP identifies that off-streets lots are ideal for recreational (long-term) parking and on-street spaces are ideal for commercial parking and active loading spaces. This is why off-street lots feature an all-day rate to support longer stays, while on-street rates are hourly to encourage turnover. The on-street hourly rate model is also known as the "Pay to Stay" model, which offers more flexibility than time limits by enabling drivers to determine the length of time they wish to stay for as long as they pay the appropriate fee. After implementation, the County should monitor turnover rates and consider introducing a time limit if needed to optimize the utilization of spaces.

---

<sup>5</sup> Peak pricing can be applied on statutory holidays and adjacent weekends to address surges in parking demand during periods of high travel. The County can determine when peak pricing applies.

The County should consider local discount programs, which are identified in detail in the PMIP, as a means to support residents in the transition to paid parking.

### Permit Parking Rates

The PMIP includes recommendations around the introduction of employee and residential parking permits (RPP). Comparable research on permit parking rates was conducted on recreational locations like South Lake Tahoe (CA), Park City (UT), and nearby locations such as Truckee (CA), Reno (NV), and Auburn (CA). It found that residential permit rates range from \$0-\$22/year, while employee permit rates range from \$30-\$40/month. The recommendations also considered the rates proposed in the Resort Triangle Transportation Plan (RTTP), which are summarized as a free residential permit per household (\$200/year for a second vehicle) and a \$30/month employee permit. In consideration of Kings Beach's unique position, this has led to the following recommendations:

Permit Type	Rate Model
Residential	Low-income: \$6/year 1 <sup>st</sup> Permit: \$10/year 2 <sup>nd</sup> Permit: \$14/year 3 <sup>rd</sup> Permit: \$19/year Additional: \$25/year \$5 for 50 guest passes (single-use, 1-day passes expiring at 12pm the day after activation)
Employee	Regular: \$10/month Low-income: \$5/month

Residential permit rates follow an escalating rate structure, in which each additional permit can be purchased at a higher premium rate. This rate structure encourages residents to park on their property if they are able to do so and discourages excessive vehicle ownership. In order to make the RPP program equitable and inclusive, qualifying low-income residents and employees should be offered a discounted rate, for which the County should establish an income threshold for qualification to determine eligibility or leverage an existing utility or County program that has low-income requirements already defined. While residential permits are free in some of the aforementioned comparable locations, requesting a nominal value allows the County to recuperate the costs of operating the program while being mindful of the quantity of vehicles per household. Further recommendations on implementing an RPP program, including limitations or caps on the number of permits allowed per household, are illustrated in the PMIP.

Employee permit parking rates were identified based on the best, most affordable value for employees while having a value associated to support cost of permit management operations. While this rate is lower than what has been observed for comparable locations, and what is suggested in the RTTP, lower employee permit rates are recommended to encourage adoption and utilization of employee permits. Alternatively, the County could choose to charge \$30/month for employee permits in order to align with the pricing presented in the RTTP and in comparable locations if the focus is on cost recovery of running the permit program. However, the County should still plan to offer a reduced rate to low-income employees in order

to make sure that the program remains affordable. Affordability is critical as ensuring commercial turnover and managing summer recreational parking demand are some of the key goals illustrated for the KBPMIP—not increasing parking program revenue. The revenues of the program should be sufficient to cover the expenses of administering the program, without producing excess revenue.

## **Rate Adjustments**

Given that these recommended rates and paid parking operating times are to be used as an initial starting point, it is recommended that the County implements ongoing data collection through License Plate Recognition (LPR) technology to understand parking occupancy and utilization. Since the County already has plans to invest in LPR for parking enforcement, they can leverage the same tool for cost-effective and efficient data collection. This data enables the County to conduct regular paid parking rate model reviews based on occupancy levels to ensure that paid parking rates and operating times appropriately address parking demand and to maintain a target occupancy rate of 85%. It is recommended that the County conducts a rate review at least once per year for the summer, and once per year for the non-summer period if paid parking is implemented year round.

Additionally, the County is recommended to collaborate with State Parks and the NTPUD to work towards a complementary rate structure in the Parking Management Zone and adjacent areas and coordinate rate adjustments in the future. Consistency in parking rate structure across all three agencies, as well as alignment in messaging and technology (as identified in the PMIP), will improve the effectiveness of parking management strategies in and around the Kings Beach area, as well as improve the parking experience.

## Appendix D - 3-Year Financial Modeling

Kings Beach Parking Financial Dashboard			
	(Demonstration Project)		
	Year 1	Year 2	Year 3
<u>Projected Revenue</u>			
Paid Parking Revenue	\$24,842.70	\$852,029.40	\$2,002,099.80
Permit Revenue	\$0.00	\$0.00	\$0.00
Subtotal Annual Revenue	\$24,842.70	\$852,029.40	\$2,002,099.80
<u>Projected Operating Expenses</u>			
Capital Equipment Costs*	\$42,250.00	\$2,500.00	\$0.00
Equipment Operations	\$29,485.82	\$67,730.65	\$109,349.73
Staffing (Summer Operating Season Only)	\$68,132.38	\$115,305.85	\$172,958.78
Subtotal Annual Expenses	\$139,868.20	\$183,036.50	\$282,308.51
<b>Net Profit/Loss</b>	<b>-\$115,025.50</b>	<b>\$668,992.90</b>	<b>\$1,719,791.29</b>

\* Initial investment required to enable certain paid parking revenue programs.

Year 1 includes the Paid Parking Technology "Demonstration Project" and Other Technology that support parking operations and enforcement generally.

Year 2 includes Paid Parking Technology "Purchased Pay Stations" and "Mobile Payments"

# ATTACHMENT B

## AGREEMENT BETWEEN THE COUNTY OF PLACER ("PLACER PUBLIC WORKS PARKING ENFORCEMENT") AND DATA TICKET, INC.

CONTRACT NO: \_\_\_\_\_  
DEPARTMENT: Department of Public Works (DPW)  
CONTRACTOR: Data Ticket, Inc.  
DESCRIPTION: Professional Services Agreement (PSA) for Parking Citation Processing Services

This Agreement is entered into between the County of Placer, a political subdivision of the State of California (hereinafter "COUNTY") and Data Ticket, Inc., a California corporation, (hereinafter "CONTRACTOR", collectively "Parties").

Whereas, pursuant to California Government Code section 31000, the COUNTY may contract with independent contractors for the furnishing of such services to or for the COUNTY or any Department thereof; and

Whereas, pursuant to California Vehicle Code section 40200.5(a), the COUNTY may contract with a private Contractor for the processing of notices of parking violations and notices of delinquent parking violations; and

Whereas, it is necessary and desirable that CONTRACTOR be retained for the purpose of receiving and processing citations issued for illegal parking pursuant to Placer County Code and the laws of California.

Therefore, it is agreed by the Parties to this Agreement as follows:

### **1. Services**

In consideration of the payments set forth in this Agreement and in Exhibit B, CONTRACTOR shall perform services for COUNTY in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

### **2. Payments**

COUNTY'S total fiscal obligation under this Agreement shall not exceed \$50,000 annually including all expenses.

In consideration of the services provided by CONTRACTOR and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, COUNTY shall make payment to CONTRACTOR based on the rates and in the manner specified in Exhibit B. COUNTY reserves the right to withhold payment if COUNTY determines the quantity or quality of the work performed is unacceptable. In the event COUNTY makes advance payments to CONTRACTOR, CONTRACTOR

agrees to refund any amounts in excess of the amount owed by COUNTY at the time of termination or expiration of this Agreement. CONTRACTOR is not entitled to payment for work not performed as required by this Agreement.

The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR'S expenses related to this Agreement.

### **3. Term**

Subject to the terms and conditions herein, the term of this Agreement shall be from July 1, 2024 to June 30, 2027, with the option to renew for two (2) additional one (1) year periods by a written agreement signed by the authorized representatives of both Parties for a final end date of June 30, 2029, unless terminated earlier.

### **4. Exhibits; Merger Clause; Amendments**

This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each Party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the Parties.

### **5. Termination**

A. Termination for Convenience. Either Party may terminate this Agreement without cause by providing 30 calendar days advance written notice to the other. The Agreement will terminate at the completion of the 30-day period. COUNTY will be entitled to receive services through the termination of the Agreement, and CONTRACTOR shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either party may terminate this Agreement for cause. To terminate for cause, the terminating Party must give the other Party written notice of the alleged breach. The responding Party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding Party fails to cure the breach within this period, the terminating Party may immediately terminate this Agreement without further action.

C. Termination Based on Lack of Funding. COUNTY may terminate this Agreement or a portion of the services based upon the unavailability of federal, state, or COUNTY funds by providing written notice

to CONTRACTOR as soon as reasonably possible after COUNTY learns of unavailability of outside funding.

## **6. Independent Contractor Status**

CONTRACTOR agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of COUNTY and that neither CONTRACTOR nor its employees or agents acquire any of the rights, privileges, powers, or advantages of COUNTY employees.

CONTRACTOR and COUNTY agree that:

- (a) CONTRACTOR is free from the control and direction of COUNTY in connection with the performance of the services rendered pursuant to this Agreement;
- (b) CONTRACTOR is providing services directly to COUNTY;
- (c) CONTRACTOR has and will maintain at all relevant times a business license;
- (d) CONTRACTOR maintains a business location that is separate from COUNTY;
- (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder;
- (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from COUNTY;
- (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services;
- (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services;
- (i) CONTRACTOR has negotiated its own rates;
- (j) Consistent with the nature of the work, CONTRACTOR sets its own hours and location of work; and
- (k) CONTRACTOR has the sole right to control the manner and means of accomplishing the result desired under this Agreement and exercises its own discretion and independent judgement.

## **7. Contractor Not Agent**

Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

## **8. Hold Harmless & Indemnification**

### **A. General Hold Harmless**

The CONTRACTOR hereby agrees to protect, defend, indemnify, and hold the 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 the 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 agreement.

CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of CONTRACTOR. CONTRACTOR 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 CONTRACTOR or COUNTY or to enlarge in any way the CONTRACTOR'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 CONTRACTOR'S performance pursuant to this agreement.

#### B. Intellectual Property Indemnification

CONTRACTOR hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

CONTRACTOR warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. CONTRACTOR'S duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) COUNTY notifies CONTRACTOR promptly in writing of any notice of any such third-party claim; (b) COUNTY cooperates with CONTRACTOR, at CONTRACTOR'S expense, in all reasonable respects in connection with the investigation and defense of any such third party claim; (c) CONTRACTOR retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided CONTRACTOR shall not have the right to settle any criminal action, suit, or proceeding without COUNTY'S prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on COUNTY, impair any right of COUNTY, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of COUNTY without COUNTY's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in CONTRACTOR'S opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes COUNTY'S reasonable use of the services under this Agreement to be seriously endangered or disrupted, CONTRACTOR shall, at CONTRACTOR'S option and expense, either: (i) procure for COUNTY the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, CONTRACTOR will have no obligation or liability to COUNTY under this Section to the extent any otherwise covered claim is based upon: (a) any

aspects of the services under this Agreement which have been modified by or for COUNTY (other than modification performed by, or at the direction of, CONTRACTOR) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by COUNTY in a manner prohibited by this Agreement.

#### **9. Assignability and Subcontracting**

CONTRACTOR will perform the work personally or through CONTRACTOR'S employees. Unless provided in Exhibit B, CONTRACTOR shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by CONTRACTOR under this Agreement without the prior written consent of COUNTY. Any such assignment or subcontract without COUNTY'S prior written consent shall give COUNTY the right to automatically and immediately terminate this Agreement without advance notice or penalty.

#### **10. Insurance**

CONTRACTOR 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.

##### **A. Worker's Compensation and Employer's 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 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:

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 CONTRACTOR.

CONTRACTOR shall require all subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with COUNTY upon demand.

##### **B. General Liability Insurance**

- (i) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
  - a. Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

- (ii) One of the following forms is required:
    - a. Comprehensive General Liability;
    - b. Commercial General Liability (Occurrence); or
    - c. Commercial General Liability (Claims Made).
  - (iii) If CONTRACTOR 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:
    - a. One million dollars (\$1,000,000) each occurrence
    - b. Two million dollars (\$2,000,000) aggregate
  - (iv) If CONTRACTOR carries a Commercial General Liability (Occurrence) policy, the limits of liability shall not be less than:
    - a. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - b. One million dollars (\$1,000,000) for Products-Completed Operations
    - c. Two million dollars (\$2,000,000) General Aggregate
- 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:  
CONTRACTOR 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:
    - a. The limits of liability shall not be less than:
      - i. One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
      - ii. One million dollars (\$1,000,000) aggregate for Products Completed Operations
      - iii. Two million dollars (\$2,000,000) General Aggregate
    - b. The insurance coverage provided by CONTRACTOR 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.

#### C. 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 COUNTY as noted above. In no cases shall the types of policies be different.

#### D. Endorsements

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

- (i) "The County of Placer, their 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 Agreement."
- (ii) "The insurance provided by the 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 and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- (iii) "This policy shall not be changed without first giving thirty (30) calendar days prior written notice and ten (10) calendar days prior written notice of cancellation for non-payment of premium to the County of Placer."

E. Automobile Liability Insurance

DATA TICKET, INC. represents that they have no corporate owned automobiles and therefore are not required to carry Automobile Liability Insurance.

F. Professional Liability Insurance (Errors & Omissions)

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

If CONTRACTOR subcontracts in support of the services under this Agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the CONTRACTOR shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

G. Cyber Liability Insurance

Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

H. Additional Insurance Requirements

- (i) 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.
- (ii) Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR'S insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.
- (iii) CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- (iv) Verification of Coverage: CONTRACTOR 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 CONTRACTOR 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.
- (v) Material Breach: Failure of the CONTRACTOR 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.

## **11. Compliance with Laws; Nondiscrimination**

A. Compliance with Laws. All services to be performed by CONTRACTOR pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any federal or COUNTY financial assistance; and the Fair Employment and Housing Act.

B. Nondiscrimination. CONTRACTOR shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

C. Reporting. CONTRACTOR shall report to COUNTY the filing in any court or with any administrative agency of any complaint or allegation of a violation of the provisions included in this Section during the term of the Agreement. CONTRACTOR must make the required report in writing within 30 calendar days of such filing with a general description of the circumstances involved and the violation(s) alleged.

D. County Policies. CONTRACTOR shall comply with applicable County policies, including but not limited to the "Use of Private Devices and Accounts for County Business and the Public Records Act Policy."

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

## **12. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by CONTRACTOR or subcontractors under this Agreement (collectively, "contract materials") shall become the property of COUNTY and shall be promptly delivered to COUNTY. The CONTRACTOR shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

## **13. Records; Right to Monitor and Audit**

CONTRACTOR shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. COUNTY and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. COUNTY and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential federal and/or state exception(s) discovered during such examination.

## **14. Confidentiality of Information**

All financial, statistical, personal, technical, or other data and information relative to the COUNTY'S operations which are designated confidential by the COUNTY and made available to the CONTRACTOR to carry out services under this Agreement shall be protected by CONTRACTOR from unauthorized use and disclosure. CONTRACTOR shall notify COUNTY of any discovered instances of breaches of confidentiality.

CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations, and rules. CONTRACTOR shall promptly submit any and all requests, from whatever source, for copies of or access to any COUNTY confidential information.

CONTRACTOR may disclose COUNTY confidential information to its employees, agents, and subcontractors who have: (i) a need to know such confidential information in order to perform their duties under this agreement, as determined by an appropriate COUNTY official; and (ii) a legal duty to protect the COUNTY confidential information, which may arise under this Agreement or other applicable laws.

CONTRACTOR will ensure employees and subcontractors adopt and adhere to procedures to safeguard the confidentiality of such information. CONTRACTOR shall ensure that any subcontractors

or agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein. CONTRACTOR shall be fully liable for the acts or omissions of its employees and subcontractors with respect to COUNTY confidential information. Any subcontract to perform services under this Agreement shall contain all provisions of this section.

Permission to disclose information on one occasion or at a public hearing held by COUNTY shall not authorize the CONTRACTOR to further disclose or disseminate such information.

CONTRACTOR shall not comment publicly regarding the Agreement or the COUNTY'S actions on the same. CONTRACTOR shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this Agreement unless prior written consent is obtained from COUNTY.

#### **15. Information Technology Security Requirements**

Exhibit C, "Information Technology Security Addendum" is attached and incorporated by this reference. CONTRACTOR'S failure to comply with the requirements in Exhibit C is a material breach of this Agreement.

#### **16. General Health Measures and Conduct**

CONTRACTOR shall be solely responsible for ensuring that the CONTRACTOR'S employees or subcontractors are physically capable of performing the services described herein on COUNTY premises. The CONTRACTOR shall take all necessary measures to ensure that the CONTRACTOR'S employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the CONTRACTOR'S employees and sub-contractors from exposure to or exposing others (including but not limited to COUNTY personnel and the public) to contagious and infectious diseases. Should the COUNTY or the CONTRACTOR observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on COUNTY premises, the CONTRACTOR shall immediately take measures to minimize or prevent exposure to COUNTY employees and/or the public consistent with government guidance and best practices. Such removal of the CONTRACTOR'S employee(s) or subcontractor(s) shall not be considered a basis for the removed employee's claim for compensation or damages against the COUNTY, or any of its officers or agents. The employee shall not return to work on COUNTY premises until CONTRACTOR determines that the situation is resolved.

#### **17. Governing Law; Jurisdiction; Venue**

This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement 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.

#### **18. Notices**

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by First Class Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark; or
- C. Emailed to the email address(es) below, as of the date a read receipt, an acknowledgement from the recipient, or other proof of delivery is received by the sender.

In the case of COUNTY, to:

Name, Title: REBECCA TABER, DEPUTY DIRECTOR  
Address: PLACER COUNTY  
DEPARTMENT OF PUBLIC WORKS – TAHOE ENGINEERING  
P.O. BOX 336  
KINGS BEACH, CA 96143  
Telephone: 530-581-6230  
Email: rtaber@placer.ca.gov

In the case of CONTRACTOR, to:

Name, Title: HEATHER NOWLAN, DIRECTOR, CLIENT RELATIONS  
Address: DATA TICKET, INC.  
2603 MAIN STREET, SUITE 300  
IRVINE, CA 92614  
Telephone: 949-428-7241  
Email: hnowlan@dataticket.com

## **19. Conflicts of Interest**

CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.

## **20. Licenses, Permits**

CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.

Any agreements to subcontract services under this Agreement will contain this provision.

#### **21. Non-Exclusivity**

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict COUNTY from acquiring similar, equal, or like goods or services from other sources.

#### **22. Counterparts; Electronic Signature**

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all Parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any Party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**DATA TICKET, INC.**

a California Corporation ("**CONTRACTOR**")\*

Signature

---

Print Name

☐ Chair of the Board, ☐ President, or  
☐ Vice President

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

**COUNTY OF PLACER ("COUNTY")**

Jon Manning, Purchasing Manager

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

Signature

---

Print Name

☐ Secretary, ☐ Asst. Secretary,  
☐ Chief Financial Officer, or ☐ Asst. Treasurer

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

Approved as to Form  
Office of Placer County Counsel

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

**EXHIBITS:**

## Exhibit A: Scope of Services

## Exhibit B: Payment Terms

## Exhibit C: IT Security Addendum

\*If CONTRACTOR is a corporation, the Agreement must be signed by two corporate officers, one from each category above. (See California Corporations Code § 313.) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. In that case, a copy of the most recent resolution must be attached to this Agreement.

If CONTRACTOR is another type of business entity, such as a partnership or limited liability company, the Agreement must be signed by an officer possessing the legal authority to bind the entity. A copy of a resolution, partnership agreement, operating agreement, or other evidence of authority must be attached to this Agreement.

## **EXHIBIT A SCOPE OF SERVICES**

CONTRACTOR shall receive and process parking citations and notices of delinquent citation penalties, otherwise known as "citations" and "delinquent citations," for illegal parking within the unincorporated jurisdiction of the County of Placer. CONTRACTOR will collect and process penalties for violations, late payment penalties, and administrative fees and other related charges, pursuant to the laws of the State of California and the ordinances and resolutions of the County of Placer. CONTRACTOR shall maintain appropriate access and account(s) with the Department of Motor Vehicles (DMV), including required information security agreements.

All necessary services, equipment, reports, etc. must comply with all applicable codes and ordinances.

### **1. CONTRACTOR SHALL PERFORM THE FOLLOWING SERVICES:**

- A. Deliver delinquent citations to registered owner(s) of vehicle(s) if payment of penalty is not received by the date fixed on the citation.
- B. Deposit all penalties, administrative fees, process service fees and collection costs related to civil debt collections into an account in the name of the County of Placer within a financial institution and branch, or as designated by the COUNTY. Deposits shall be itemized and detailed information will be captured regarding submitted funds (type, amount, and corresponding citation made) and this information will be made available to the COUNTY online on a daily basis. CONTRACTOR shall remit credit card processed funds to COUNTY'S bank account on a weekly basis. The CONTRACTOR shall reconcile the account the month following the banking activity and provide all supporting documentation for the COUNTY records.
- C. Receive payments through the mail from or on behalf of vehicle owners, and or persons otherwise responsible for payment of citation(s). All such money collected, prior to its deposit, shall be the property of the COUNTY; and upon deposit, the property rights in such money shall be in accordance with the applicable agreement between the COUNTY and the depository institution.
- D. Prepare an audit report at the end of each fiscal year (June 30), setting forth the number of cases processed and all sums received and distributed.
- E. CONTRACTOR to provide a monthly report of complaints in order that the COUNTY can investigate and resolve complaints by the motorists.

### **2. CITATION PROCESSING:**

CONTRACTOR shall:

- A. Process and collect all revenue from parking citations and administrative civil penalties.
- B. Process all hand-written and automated citations.

- C. Process and collect all proceeds from Non-Sufficient Fund (NSF) checks.
- D. Provide toll free telephone service for violators and/or for COUNTY personnel inquiries.
- E. Perform all administrative reviews after the COUNTY'S first level administrative review when requested by the cited party.
- F. Process Department of Motor Vehicles (DMV) holds on parking citations for non-payment and update violator records and provide accounting status for all holds.
- G. Provide management reports to include: status of citations, verification of deposits, analysis by parking citation type, disposition of citations, pending actions, habitual offender status, citations that were written by officer, department, and other pertinent information.
- H. Perform all data entry requirements.
- I. Specify and provide any equipment necessary to implement proposal (computers, printers, etc.) and how provided.
- J. Specify and provide training for automated equipment or system processing that may be required.
- K. Provide for any required dedicated phone lines and cost of phone time, if charged to COUNTY.
- L. Provide all automated ticket writing and processing equipment or list equipment required and any related COUNTY responsibilities relating to usage, maintenance, or site preparation required. All automated equipment provided shall be new state-of-the art equipment unless otherwise specifically stated. COUNTY is currently handwriting citations but is transitioning towards primarily using handheld parking citation issuance devices.
- M. Maintenance costs associated with any required equipment is to be included in the ticket processing costs.
- N. Report any citation proceeds for any COUNTY and/or State distribution requirements or mandates.
- O. Collect, process, and report credit card payments made by violators.
- P. Collect and report status of all installment payments to include amounts owed, amounts collected and outstanding balances due by violation by date(s).
- Q. Provide for online internet access to customer database regarding citations in process, to post walk-in payments, to determine citation status by violator, or in total paid violations, outstanding uncollected violations, DMV holds, DMV releases, and amounts due.

- R. Provide for local post office box receipt for daily payments at CONTRACTOR'S cost.
- S. Make daily deposits into COUNTY account. CONTRACTOR must prepare daily COUNTY deposit slips for distribution collected.
- T. Provide for daily courier pick up of payments from P.O. Box or lock box.
- U. Develop process, coordinate and provide for change over for citations in process, paid citations, DMV holds, and fines collected or any other transition activities from COUNTY.
- V. Other actions and/or services associated with citation issuance and payment process.
- W. Other related actions and/or services offered that are not necessarily required by above legislation.
- X. Charge, collect, and remit for any COUNTY or CONTRACTOR "Non-Sufficient Funds"(NSF) fees/charges.
- Y. Reconcile and provide monthly reporting for total of funds collected, distributed and remitted to COUNTY monthly with related reconciliation status on all citation activity for the month.
- Z. Provide all costs for CONTRACTOR personnel, supplies and/or equipment required to support processing system.
- AA. Provide costs associated with any of the above processing services, forms, or activities to be billed to COUNTY.
- BB. Provide for COUNTY citation dismissal processing prior to citation transfer for payment processing.
- CC. Provide for online internet access to customer database regarding citations in process, to post walk-in payments, to determine citation status by violator, or in total paid violations, outstanding uncollected violations, and payments received through the Franchise Tax Board's (FTB) interagency Intercept Program.
- DD. Within 15 days of a request, by mail or in person, the processing agency shall mail or otherwise provide to any person who has received a notice of delinquent parking violation, or his or her agent, a photographic copy of the original notice of parking violation or an electronically produced facsimile of the original notice of parking violation.

### **3. REFERRAL AND RECONCILIATION:**

- A. CONTRACTOR'S obligation to perform services applies to all hard copy citations, which the COUNTY delivers to the CONTRACTOR in a single batch each week. CONTRACTOR shall update citation information to a master file and shall provide the COUNTY with a weekly reconciliation of the number of citations updated to the master

file and the number of hard copy citations delivered to the CONTRACTOR.

**EXHIBIT B  
PAYMENT TERMS**

**1. COLLECTION AND DEPOSIT OF FUNDS**

CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) calendar days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original copies of invoices to:

Name, Title: BECKY CORREA, ADMINISTRATIVE AND FISCAL OPERATIONS  
MANAGER (AFOM)  
Address: PLACER COUNTY  
DEPARTMENT OF PUBLIC WORKS  
3091 COUNTY CENTER DRIVE  
AUBURN, CA 95603  
Telephone: 530-745-3599  
Email: [bcorrea@placer.ca.gov](mailto:bcorrea@placer.ca.gov)

Email the invoice and duplicate copy to [PublicWorksAP@placer.ca.gov](mailto:PublicWorksAP@placer.ca.gov).

Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

Invoices shall be rendered monthly in arrears.

**2. PRICING COSTS**

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with the terms of this Agreement according to the details attached hereto and incorporated herein by this reference.

Except for postal rate increases during the term of this agreement as allowed in Section 4.1.13, no price increases will be permitted during the first year of this Agreement (if applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30 calendar days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the State of California, Department of Industrial Relations Consumer Price Index – California, for “ALL URBAN CONSUMERS” based on the Consumer Price Index for the month of February of the year prior to the particular July 1<sup>st</sup> adjustment

date, in an amount not to exceed 3% and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

Item Description	UNIT	COST
Parking Citations	EACH	\$0.58 Manual
		\$0.50 Electronic
First Notice-Parking	EACH	\$0.76
Appeal Scheduling	EACH	NO CHARGE
Hearing Officer	PER HOUR (no minimum)	\$85.00
Access to web hue system	EACH	NO CHARGE (unlimited users)
Franchise Tax Board Processing - Social Security Search Look-up	EACH	\$2.00 one-time charge per unique Social Security Number
Percentage of FTB collections kept	PERCENTAGE	15%
Percentage of Out of State collection kept	PERCENTAGE	24%
Percentage of delinquent collections	PERCENTAGE	23%
Correspondence charges	EACH	\$0.85
Advanced Collections Legal Action Not Required	PERCENTAGE	30% of paid amount

### 3. RECURRING ACCOUNTING REVIEW MEETINGS

COUNTY and CONTRACTOR shall set recurring meetings for accounting review purposes to ensure the COUNTY is only being billed for actual services performed by CONTRACTOR, and to resolve any billing questions.

### 4. FEE DESCRIPTION

#### I. Parking Citation Processing

Below is a detailed description of the services offered by CONTRACTOR.

#### **1. Manual Parking Citation Processing: \$0.58**

***Services for the above-mentioned item include:***

- On-site data entry of manually written citations performed within 48 hours of receipt

- On-site quality assurance verification of manually entered citations
- Scanning of all manually written citations into CONTRACTOR'S network for storage and ease of retrieval
- Bi-monthly shredding of manually written citations

## **2. Electronic Parking Citation Processing: \$0.50**

### ***Services for the above-mentioned items include:***

- Automated citation transmission into CONTRACTOR'S Citation Management Solution 24/7
- Automated confirmation email detailing successfully transmitted citations
- Automated transmission of photos attached to citations

## **3. First Notice – Parking: \$0.76**

### ***Services for the above-mentioned item include:***

- Semi-custom Courtesy Notice that is printed on an 8 ½" x 11" piece of paper with a perforated tear-off payment stub provided in a window envelope sent to the registered owner of the vehicle
- All notices are attached to the citation online and are viewable via the web
- All notices are sent via First Class Mail
- All notices include a return envelope in which the responsible party may submit payment
- **This charge is only incurred if the individual does not pay off the windshield ticket and a notice is sent to the individual as a result**

## **4. Out-of-State Collections: 24% of revenue collected**

- This fee will cover all expense associated with obtaining out-of-state registered owner information and will only be due when a citation is paid
- CONTRACTOR is a recognized Strategic Partner with the National Law Enforcement Telecommunications System (NLETS) and is currently utilizing the COUNTY'S and CONTRACTOR'S Originating Agency Identifier (ORI) number
- **This fee is not combined with any other contingency fee.** For example, if a citation is rolled to a delinquent status, only 23% of revenue collected will be charged

- **If CONTRACTOR does not collect on a citation that is issued to an out-of-state plate, the COUNTY does not owe this fee.**

#### **5. Delinquent Collections: 23% of revenue collected**

- This fee will be assessed when a citation is ninety (90) calendar days past the citation issue date, assuming a First Notice has been sent to the registered owner and the citation is not on hold for any reason
- Three Delinquent Notices will be sent to the registered owner at no additional cost to the COUNTY
- All notices are sent via First Class Mail and all notices are printed on an 8 ½" x 11" piece of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
- All notices are attached to the citation online and are viewable via the web
- **If CONTRACTOR does not collect on a citation that is delinquent, the COUNTY does not owe this fee**
- Notices will be sent via First Class Mail, and CONTRACTOR will be responsible for the cost incurred and all customer service and payment entry
- **If the COUNTY prefers to continue with its current processing timeline and not use Delinquent Collections, CONTRACTOR will provide a cost of \$0.76 per notice for each Second Notice sent**

#### **6. Franchise Tax Board (FTB) Processing:**

##### **Social Security Number Look-up: \$2.00 per SSN**

- This fee will be assessed to lookup any SSN associated with a registered owner and address
- **This charge is charges per unique SSN and not per citation**

#### **7. Franchise Tax Board Collections: 15% of revenue collected**

- This fee is charged if a citation is paid at the Franchise Tax Board
- **This charge is not combined with any other charge;** for example, if a citation is rolled to delinquent status and paid at the FTB, only the 15% of revenue collected will be charged
- CONTRACTOR will send the mandatory FTB Notice to the Customer as required by the Interagency Intercept Program; **this notice will be sent via First Class Mail and will be sent at no additional cost to the COUNTY**

- **All notices are attached to the citation online and are viewable via the web**
- **CONTRACTOR will pay for the COUNTY'S cost to participate in the FTB program;** annually, the FTB will send an invoice to the COUNTY for the number of debts placed at the FTB; the COUNTY will simply provide this invoice to CONTRACTOR and CONTRACTOR will pay it in full at no additional cost to COUNTY
- **If CONTRACTOR does not collect on a citation that is at the FTB, the COUNTY does not owe the collection fee**

## **8. Adjudication:**

### **A. First Level Hold and Scanning of Review Request: (Optional) \$0.50 per citation**

- CONTRACTOR will review all documentation received by the Appellant and determine whether the request is received within the required timeframe
- If the request was received within the required timeframe, CONTRACTOR'S Adjudication Department will place the citation on an Administrative Review Request Hold and scan all received documentation into the Citation Management Solution system where it is displayed on the web for the COUNTY'S Staff to access and review
- If the request is received outside the required timeframe, the COUNTY will have the option to proceed as though the request was received within the timeframe or it may elect to have CONTRACTOR send a "time expired" letter rejecting the appeal

### **B. Disposition and Schedule Letters: \$0.85 per letter**

- CONTRACTOR will send a custom disposition letter to the Appellant via First Class Mail
- All letters are attached to the citation online and are viewable via the web

### **C. Second Level Hearing Hold, Scanning and Scheduling of Hearing: (Optional) \$0.50 per citation**

- CONTRACTOR will review all documentation received by the Appellant and determine whether the request was received within the required timeframe
- If the request was received within the required timeframe, CONTRACTOR'S Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received documentation into the Solution where it is displayed on the web for the COUNTY'S Staff and the Hearing Officer to access and review
- If the request is received outside the required timeframe, the COUNTY will have the option to proceed as though the request was received within the timeframe or it may elect to have CONTRACTOR send a "time expired" letter rejecting the appeal

- CONTRACTOR will work with the designated Hearing Officer to schedule the hearing based on either a pre-determined schedule or on an ad hoc basis, depending on the COUNTY'S schedule

**D. Second Level Hearings Performed: (Optional) \$85.00 per hour**

- CONTRACTOR'S independent, certified and insured hearing officers will be provided to perform in-person, virtual, phone, or written hearings
- Each hearing request will be reviewed, heard, or read and all required research will be performed
- The Hearing Officer will enter a judgement into the Citation Processing System for viewing by the COUNTY, Appellant, and CONTRACTOR
- Hearings will be scheduled by CONTRACTOR
- The COUNTY will incur costs associated with mileage as defined by Federal guidelines
- CONTRACTOR will work with the COUNTY to arrange for the use of a conference room at a COUNTY location or the COUNTY may elect to have citations heard at a centralized location with the COUNTY, or a virtual hearing option may be provided if agreed to by the Appellant

**9. Acceptance and Scanning of Indigent Payment Plans Requests: (Optional)**

**Approval/Denial by CONTRACTOR - \$5.00 per request**

**OR**

**Approval/Denial by COUNTY - \$2.00 per request**

**AND**

**Indigent Payment Plan Approval/Denial Letters - \$0.85 per letter**

**10. Chargebacks and NSF's: (Optional) \$3.50 per issued instance**

- CONTRACTOR will process credit card chargebacks and NSF's when notified of each occurrence
- Once processed, CONTRACTOR will send a custom letter to the individual detailing the returned item and the amount due on the citation

**11. Refunds: (Optional) \$3.50 per issued instance**

- CONTRACTOR will process refunds when notified by the COUNTY
- Refunds will be issued weekly
- Refunds will be sent via First Class Mail

## **12. Services Included in the Above Costs:**

### **A. Online Access for the COUNTY's Customers: Included**

The COUNTY's Customers will have the ability to perform the following functions online:

- View real-time citation(s) data
- Pay for a single or many citation(s)
- Request a First Level Administrative Review and attach up to three documents supporting their position
- Request a Second Level Administrative Hearing Request and attach up to three documents supporting their position
- Print a receipt
- View pictures of the citation taken by the issuing officer (if the COUNTY allows)

### **B. Online Access for the COUNTY's Staff: Included**

Access to the COUNTY's data is based on unique usernames and passwords assigned to everyone who requires access to the system. CONTRACTOR does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to CONTRACTOR.

CONTRACTOR'S Solution is setup to maintain a complete audit trail for each and every transaction in the system, therefore, the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

Dependent on the access rights provided to each COUNTY Staff member, the following capabilities are available:

- View real-time citation(s) data, including pictures taken by the Issuing Officer
- Accept payment via VISA, MasterCard, Discover, and American Express credit/debit cards
- Accept payment via Cash, Check, or Money Order
- Process NSF's, Chargebacks, and Refunds

- Reduce or increase violation amounts, dismiss citations, void citations, and place citations on hold
- Change citation data, including but not limited to violations, date, time, plate, location, comments, make, model, color, registration expiration date
- Perform Administrative Reviews online by entering the disposition directly online
- Generate a time expired or letter of non-responsibility for a citation in the adjudication process
- View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
- Edit Appellant information
- Upload disposition documents sent to the COUNTY via US Mail
- Add a note to a citation and see all comments added to the citation
- View the reason for the Second Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
- Print a receipt with or without Registered Owner (RO) information

#### **C. Reporting: Included**

- CONTRACTOR offers 24 reports online for Clients to generate, print, and re-print 24/7. CONTRACTOR provides real-time reports that can be generated for any timeframe required and CONTRACTOR provides pre-processed/month-end reports that reflect the month-end view of data.
- All reports are available online and because CONTRACTOR does not purge data unless specifically requested to do so by a Client, the data is available if the COUNTY is still a Client.
- All reports are generated in HTML so CONTRACTOR'S Clients can copy and paste the data into Microsoft Excel for data manipulation purposes.
- If the COUNTY were to request a report that was not already available using the standard reports or report generator, CONTRACTOR would work with the COUNTY to design the report and provide it to the COUNTY at no cost.

#### **D. Manual Payment Processing: Included**

- Manually received payments (checks, cash, money orders, and credit card payments sent via US Mail) are received at CONTRACTOR'S P.O. Box in Newport Beach, California, where a bonded and insured courier picks up the mail daily and delivers it to CONTRACTOR'S Newport Beach office.
- CONTRACTOR'S On-site Mail Department opens, sorts, and batches the payments before providing them to CONTRACTOR'S on-site Data Entry Department.
- After double-blind entry of each payment, the citations are updated by CONTRACTOR'S Quality Assurance team.
- Payments are then provided to CONTRACTOR'S Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank.

#### **E. Registered Owner Information: Included**

- Registered owner information for all citations issued on California license plates.
- Turnaround time for acquisition of California registered owner information is **same day**.
- Registered owner information for all citations issued on out of state license plates.
- CONTRACTOR is a recognized Strategic Partner with National Law Enforcement Telecommunications System (NLETS) and has access to registered owner information nationwide real-time through NLETS service.
- Access to this system requires the use of the COUNTY's Originating Agency Identifier (ORI) number for tracking purposes only; CONTRACTOR will utilize its own ORI for actually acquiring the out of state registered owner (RO) data.

#### **F. CA DMV Holds and Releases: Included**

- California DMV Holds and Release performed daily via an online connection.
- Holds and releases can also be performed real-time, upon request.
- Citation amounts placed on hold are updated daily in the event a partial payment is made.

#### **G. Customer Service: Included**

- CONTRACTOR provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related but not limited to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections.

- All calls are recorded for quality assurance and recordings can be sent to the COUNTY at any time for review.
- CONTRACTOR's Interactive Voice Response (IVR) is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due.
- The IVR accepts VISA, MasterCard, Discover, and American Express.

#### **H. Web Presence: Included**

- CONTRACTOR'S Solution is 100% web-based, ADA accessible, and Section 508 Compliant and is provided at: [www.CitationProcessingCenter.com](http://www.CitationProcessingCenter.com); this is a generic website in the sense that it is not COUNTY branded. **This website allows for the COUNTY and the COUNTY'S Customers to access citations online.**
- **If the COUNTY prefers a COUNTY branded website, one in which the look and feel mimics that of the COUNTY'S website, CONTRACTOR can and will provide this feature to the COUNTY.**

#### **13. Cost Increases:**

- **Postal Rate Increase Offset** – If postal rates increase during the term of this agreement, fees to CONTRACTOR shall be raised immediately to offset the effect of the actual postal rate increase.
- **CPI Increases** – There will be **NO CPI increases for the duration of this agreement.**

#### **II. Detailed Android Pricing: (Optional)**

- CONTRACTOR has provided the following handheld unit pricing for a purchase option. If the COUNTY is interested in lease prices CONTRACTOR will provide that option.

Item	N5 Print	Samsung A52 Plus w/ TSC 3" Printer
Purchase Price	\$3,000.00	\$1,300.00

#### **III. Handheld Licensing and Support Costs**

##### **1. Handheld Software License Fee:**

**\$150 per unit per year (first year only)**

**\$125.00 per unit per year (second year and subsequent years)**

This fee is for the software application and all enhancements.

**2. Support: \$25.00 per month per unit**

Support includes full repair or replacement of any units which fail to perform. There is no deductible charged.

**3. Training: No charge**

Onsite or virtual training at the COUNTY'S preferred location will be provided free of charge for both the handheld ticket writer training and the Solution system training. Training typically takes place over the course of a few hours and will be customized to meet the COUNTY'S requirements.

**4. Ticket Stock: To be quoted based on quantity**

Ticket stock pricing may vary depending on the quantity, coloring, artwork, and if applicable, set up fee. CONTRACTOR to supply pricing upon request.

**5. Wireless Services: Actual Cost**

If the COUNTY elects to utilize a wireless data plan by which to transmit citations, CONTRACTOR will pass the cost of the data plan directly from the wireless provider.

## EXHIBIT C INFORMATION TECHNOLOGY SECURITY ADDENDUM

### **1. Notification of Data Security Incident**

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the CONTRACTOR'S business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, CONTRACTOR must notify County in writing within 48 hours. Notice should be made to [ITSEC@placer.ca.gov](mailto:ITSEC@placer.ca.gov) and to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident and CONTRACTOR'S systems and/or locations which were affected. The duty to notify under this section is broad, requiring disclosure whether or not any impact to COUNTY data is known at the time, to enable COUNTY to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and COUNTY may immediately terminate the Agreement for failure to comply.

### **2. Data Location**

2.1 CONTRACTOR shall not store or transfer non-public County of Placer data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The CONTRACTOR will permit its personnel and contractors to access County of Placer data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the COUNTY.

2.2 The CONTRACTOR must notify the COUNTY **in writing within 48 hours** of any location changes to CONTRACTOR'S data center(s) that will process or store COUNTY data. Notice should be made to [ITSEC@placer.ca.gov](mailto:ITSEC@placer.ca.gov) and must reference this contract number.

### **3. Data Encryption**

3.1 The CONTRACTOR shall encrypt all non-public COUNTY **data in transit** regardless of the transit mechanism.

3.2 The CONTRACTOR shall encrypt all non-public COUNTY **data at rest**.

3.3 The CONTRACTOR'S encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements.

### **4. Subcontractor Disclosure**

To the extent subcontracting or assignment is permitted under this Agreement, the CONTRACTOR is responsible for the actions of their subcontractors, vendors, and suppliers. CONTRACTOR shall take necessary steps to ensure that the provisions of this contract are enforceable on all subcontractors, vendors, and suppliers acting on behalf of or through CONTRACTOR.

# ATTACHMENT C

## **(Add name of Business or Entity)** **SHARED PARKING MANAGEMENT AGREEMENT**

This (add name of Business or Entity) Shared Parking Management Agreement (“Agreement”) is entered into as of (add month) \_\_\_\_\_, 20\_\_\_\_ by and between (add legal name of Business or Entity), (add type of business: LLC, Corp and State of Incorporation), (hereafter “Owner”) and the COUNTY OF PLACER, a political subdivision of the State of California (hereafter “County”), herein collectively referred to as the “Parties”, or individually as a “Party”, relating to parking management services on property owned, leased, or exclusively managed by Owner.

### **RECITALS**

WHEREAS, the Placer County Board of Supervisors adopted an amendment to the Parking Ordinance on October 31, 2023, that became effective on November 30, 2023, that prohibits vehicles to be parked on any privately owned property within the unincorporated area of the County without the implied or express consent of the property owner and also allows the Director of Public Works and/or designees to enforce parking restrictions on private commercial property subject to written agreement with the private commercial property owner and the posting of signage; and

WHEREAS, the Owner operates a parking lot located at (add street address) in Placer County, California, collectively referred to herein as the “Premises” and identified in Exhibit 1; and

WHEREAS, the Placer County Board of Supervisors adopted the Placer County Resort Triangle Transportation Plan (RTTP) in October 2020 to help manage increased travel demand and associated vehicle congestion during the seasonal peaks of visitors to the Eastern Placer Region; and

WHEREAS, the RTTP includes implementation of parking management as part of a suite of transportation focused solutions that together achieve the environmental goals within the region; and

WHEREAS, shared parking management refers to a distribution of roles and responsibilities between the County and the Owner regarding activities performed to improve customer experience during the search for and usage of parking lots, parking enforcement, parking space availability, and increasing the ease of managing all such activities; and

WHEREAS, the County finds that there is consistency with the RTTP and a regional public benefit to offering County shared parking management services to support the Owner’s

parking lots for the purpose of increasing public parking inventory on peak days, more efficient use of underutilized parking resources during peak parking demand conditions, improving public parking availability and management, alleviating traffic congestion on access roadways, and lessening parking overflow pressure on nearby residential roadways and properties; and

WHEREAS, the purpose of this Agreement is to provide the written agreement between the Parties for terms and conditions to establish shared parking management for the Premises.

NOW THEREFORE, the Parties hereby agree as follows:

1. **PARKING FACILITY MANAGEMENT:** Subject to the terms of this agreement, the Parties intend to share parking management responsibilities pursuant to the activities illustrated in Section 2 regarding the Premises.

2. **PREMISES:**

2.1. **PERMITTED ACTIVITIES:** The following shall be collectively referred to as the “Permitted Activities” for the remainder of this Agreement.

- a. Parking Enforcement. The Owner may escalate the enforcement of vehicles with recurring parking violations of the Owner’s parking regulations to the County for parking citation support.
- b. Parking Management. If deemed applicable to the Premises, the County may apply parking management strategies such as time limits, permit parking, or paid parking, to all or a subset of the Premises’ parking spaces for certain operating hours and users as mutually agreed upon with Owner.

2.2. **RESPONSIBILITIES FOR TIME LIMIT PARKING MANAGEMENT AND ENFORCEMENT:** The following responsibilities shall apply:

- a. Owner agrees to assume responsibility for:
  - i. Primary operation and management of parking activities at the Premises, which includes maintenance, lighting, cleanliness, landscaping, and administrative duties. The Owner shall continue to conduct all existing parking operation and management activities in place prior to the execution of this Agreement with the exception of those specifically identified within this Agreement.
  - ii. Escalating instances of parking violations to the County for parking enforcement support.

- iii. Providing business hours of operation and any occupancy data available to support the determination of parking management strategies applicable to the Premises.
- b. County agrees to assume responsibility for:
  - i. Regularly conducting enforcement patrols by the County or designee to regulate parking violations on the Premises as allowed in Placer County Code and formalized in this Agreement which may include the issuance of parking warnings and citations, immobilization, and towing.
  - ii. Reasonably responding to Owner calls for County parking citation support during parking enforcement operating hours.
  - iii. Any costs and resources associated with the staffing, operation, and management of parking enforcement services.
  - iv. The cost and installation of all applicable posted signage to ensure compliance with California Vehicle Codes and Placer County Codes that impact the Premises and allows for County enforcement including but not limited to the issuance of parking citations, immobilization, and towing.
- c. Both parties agree:
  - i. To continue to collaborate and cooperate, in the manner heretofore established, on the County parking management program to evaluate successes and opportunities for improvement, as well as other parking management updates, resources, and schedules.
  - ii. To abide by the Shared Parking Terms set forth in Exhibit 3 regarding applicable policies, decisions, and implementation details for this Agreement.

**2.3. RESPONSIBILITIES FOR PAID OR PERMITTED PARKING MANAGEMENT AND ENFORCEMENT:** The following responsibilities shall apply:

- a. Owner agrees to assume responsibility for:
  - i. Primary operation and management of parking activities at the Premises, which includes maintenance, lighting, cleanliness, landscaping, and administrative duties. The Owner shall continue to conduct all existing parking operation and management activities in place prior to the execution of this Agreement with the exception of those specifically identified within this Agreement.
  - ii. Escalating instances of parking violations to the County for parking enforcement support.
  - iii. Providing business hours of operation and any occupancy data available to support the determination of parking management strategies applicable to the Premises.
- b. County agrees to assume responsibility for:
  - i. Regularly conducting enforcement patrols by the County or designee to regulate parking violations in the Premises as allowed in Placer County

Code and formalized in this Agreement which may include the issuance of parking warnings and citations, immobilization, and towing.

- ii. Reasonably responding to Owner calls for County parking citation support during parking enforcement operating hours.
  - iii. Any costs and resources associated with the staffing, operation, and management of parking enforcement services.
  - iv. The cost and installation of all applicable posted signage to ensure compliance with California Vehicle Codes and Placer County Codes that impact the Premises and allows for County enforcement including but not limited to the issuance of parking warnings and citations.
  - v. Costs of installing and operating any applicable device or devices that register the amount of time purchased for the parking of a motor vehicle, at the expiration of which the driver may be liable for a fine ("Paid Parking Technology"), including the maintenance of said Paid Parking Technology, revenue collection and reconciliation, administrative appeals process, and communication with any paid parking vendor(s).
  - vi. Ensuring the disbursement of funds according to Section 5.e. below.
  - vii. Receiving applications for, processing, and authorizing any County parking permits that would be applicable to the Premises.
- c. Both parties agree:
- i. To continue to collaborate and cooperate, in the manner heretofore established, on the County parking management program to evaluate successes and opportunities for improvement, as well as other parking management updates, resources, and schedules.
  - ii. To abide by the Shared Parking Terms set forth in Exhibit 3 regarding applicable policies, decisions, and implementation details for this Agreement.

3. **EFFECTIVE DATE:** The Effective Date of this Agreement shall be (insert date).
4. **TERM:** The term of this Agreement commences on the Effective Date and shall remain in full force and effect for five (5) years from the Effective Date (the "Initial Term"), unless terminated by either Party.
5. **USE:** The County shall have a nonexclusive right to access the Premises, whereby County and its elected and appointed officers, officials, employees, agents and representatives may enter, exit, and travel upon, over and across the Premises to enforce parking regulations at any and all appropriate times in accordance with the terms and conditions of this Agreement.

County's nonexclusive right to the Premises is strictly limited to the Permitted Activities. Without limiting the foregoing, the Parties agree to comply with all of the following specific requirements (all of the following, collectively, "Conditions of Use"):

- a. Applicable Laws and Regulations. The Parties shall comply with, and County shall enforce, all applicable local, state and federal laws, regulations, rules and orders, including without limitation, all duly passed and adopted resolutions and ordinances of the County Board of Supervisors, Chapter 10 and 12 of the Placer County Code, the California Vehicle Code and the California Streets and Highways Code. Owner shall not operate the Premises in a manner contrary to the foregoing laws, regulations, rules, and orders and shall not enforce said laws, regulations, rules, and orders.
- b. Entry Onto Premises. County's use of the Premises shall not impair, interfere with, or prohibit the activities of Owner, including without limitation, activities conducted at the Premises by its owners, agents, employees, tenants, customers, business invitees or members of the general public who are on the Premises, except as provided for by this Agreement. County shall not require prior consent, written or otherwise, from Owner or its employees, agents, or representatives to enter onto the Premises pursuant to this Agreement.
- c. Parking Regulations. County shall adopt reasonable parking regulations to govern the use and enjoyment of the Premises. The County may adopt regulations which may include, among other things, regulations pertaining to parking time limits, installation and use of Paid Parking Technology. The County agrees to confer with Owner prior to implementation of changes to the parking regulations. Owner acknowledges that the parking on the Premises shall be available to the general public without restriction and agrees that it shall not post any signage that restricts the use of any parking spaces specifically for use by Owner(s), or Owner's agents, employees, tenants, customers, business invitees or specific members of the general public, unless required by state and federal law.
- d. Enforcement Revenue. The County shall receive all revenues resulting from the enforcement of parking regulations by the County on the Premises. Such revenue shall be primarily allocated towards covering operating expenses and mandatory penalty distributions. Remaining revenues shall be allocated towards uses associated with the parking management program, as approved by the Placer County Board of Supervisors.
- e. Paid Parking Revenue. The following terms apply:
  - i. The County shall establish paid parking rates and hours for use of the Premises (identified in Exhibit 3) and shall receive revenue from drivers of vehicles that utilize the Premises from the Paid Parking Technology ("Paid Parking Revenue"). Paid Parking Revenue shall only include revenue generated from the Paid Parking Technology and the County shall be

entitled to one hundred percent (100%) of revenue obtained in any other manner.

- ii. The County will identify a sum associated with the costs of implementing Paid Parking Technology and any reserves applicable ("Initial Costs"). The County shall be entitled to one hundred percent (100%) of Paid Parking Revenue up until the amount of Initial Costs have been covered. The County will identify the amount of the Initial Costs within thirty (30) days of making Paid Parking Technology available on the Premises. The County will inform Owner when the Initial Costs have been sufficiently covered.
- iii. After the prior clause has been satisfied, Paid Parking Revenue shall be evenly allocated fifty percent (50%) to the County ("County Revenue") and fifty percent (50%) to Owner ("Owner Revenue"). The County shall collect the Paid Parking Revenue and remit Owner Revenue to Owner on an annual basis no later than July 1<sup>st</sup> of each year. In the event that this Agreement is terminated prior to July 1<sup>st</sup>, the County shall remit Owner Revenue to Owner within sixty (60) days of termination of this Agreement.
- iv. Owner shall annually use \$8,000 of the Owner Revenue to reinvest in the upkeep, maintenance, repairs, and improvements of the Premises pursuant to Section 5.f of this Agreement. Any unspent portion of the annual \$8,000 share of Owner Revenue for upkeep, maintenance, repairs, and improvements to the Premises shall be used to improve building facades and parking signage. Owner shall maintain accurate books and records for the duration of this Agreement with respect to Owner's use of the Owner Revenue and shall permit the County to audit and examine such books and records during normal business hours upon reasonable notice.
- v. County shall use County Revenue to cover operating expenses and mandatory penalty distributions.
- f. Upkeep, Maintenance, Repairs, and Improvements. Owner acknowledges sole responsibility for the upkeep, maintenance, repairs, and improvements of the Premises. Owner acknowledges and agrees that County shall have no obligation to provide any upkeep, maintenance or repairs to the Premises or improvements thereon, including without limitation street sweeping, snow removal, leaf blowing, landscape trimming or maintenance, tree removal, street flushing, streets signs or the painting of lines indicating parking spaces and parking time limits, and that if Owner elects to undertake the aforesaid activities they shall be at its sole expense.

- i. Prior to the initiation of this Agreement, County shall conduct a site assessment to ensure the Premises meet certain eligibility criteria described in Exhibit 2 to ensure the effective implementation of this Agreement.
  - g. Safe Condition. Owner shall keep and maintain the Premises in a safe condition for the general public at Owner's sole expense. County agrees to install, keep, maintain, and repair County-owned Paid Parking Technology at County's expense.
  - h. Liability for Damages to County Property. Owner shall be liable for any damages or destruction to any County property that occurs as a result of this Agreement, unless caused by the sole negligence or willful misconduct of County or its elected and appointed officers, officials, employees, agents, or representatives. County Property as defined in this Agreement includes but is not limited to: any signage and posts installed by the County, any Paid Parking Technology leased or owned by the County, and any County vehicles or equipment. Such damage or destruction shall be repaired to the satisfaction of the County at Owner's sole expense.
  - i. Successor in Interest. In the event that Owner is unable to reasonably fulfill its obligations as one of the Parties to this Agreement for any reason, including without limitation, an encumbrance, transfer, sale or partition of any or all of the Premises, then Owner shall inform its successor in interest of the existence and nature of this Agreement and provide County with the contact information of the successor in interest with a written notice delivered pursuant to Section 19.
6. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:** Owner 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 Placer County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of 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 this Agreement, or Owner's performance pursuant to this Agreement. Owner agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of Owner. Owner 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 Owner or County or to enlarge in any way Owner's liability but is intended solely to provide for indemnification of County from liability for damage or injuries to third persons or property arising from Owner's performance pursuant to this Agreement.

As used in this Section, the term "County" means Placer County or its officers, agents, employees, and volunteers.

7. **DATA PRIVACY:** County has the rights to leverage Automated License Plate Recognition (ALPR) technology and other citation management technology to support enforcement efforts on Premises. Any data captured, stored, and/or used will adhere to the County's ALPR policy and be applied only to the purposes identified in the ALPR policy. The data will not be accessible by the Owner due to privacy purposes.

8. **INSURANCE:**

Owner 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.

**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 Owner'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 agreement by the Owner.

Owner 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 Owner, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- i. Contractual liability insuring the obligations assumed by Owner in this Agreement.

- b. One of the following forms is required:

- i. Comprehensive General Liability;
  - ii. Commercial General Liability (Occurrence); or
  - iii. Commercial General Liability (Claims Made).

- c. If Owner 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 Owner carries a Commercial General Liability (Occurrence) policy:

- i. 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

- ii. 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:

Owner 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:

i. 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

ii. The insurance coverage provided by Owner 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 case 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 an additional 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 Owner, 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 Owner shall be responsible for all deductibles in all of the Owner's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

Owner's Obligations - Owner'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 - Owner shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language affecting 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 Owner'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 Owner 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.

9. **EMPLOYEES:** No relationship of employer and employee is created by this Agreement. County is not the agent, employee, or employer of Owner in any

capacity whatsoever and Owner is not the agent, employee, or employer of County in any capacity whatsoever. Neither County nor any of its employees, contractors or agents shall by virtue of this Agreement or by the performance of actions pursuant to this Agreement be an employee of Owner for any purpose whatsoever nor shall they be entitled to any of the rights, privileges or benefits of Owner employees. Neither Owner nor any of its employees, contractors or agents shall by virtue of this Agreement or by the performance of actions pursuant to this Agreement be an employee of County for any purpose whatsoever nor shall it or they be entitled to any of the rights, privileges or benefits of County employees.

10. **TAXES:** Owner shall pay all real property taxes and general assessments levied and assessed against the Premises during the term of this Agreement.
11. **ALTERATIONS:** During the term of this Agreement, County shall not make any change, alteration or addition to the Premises (collectively, the "Alterations") that would materially alter the function of the Premises or the exterior appearance of the Premises, without the prior written consent of Owner. Any Alterations and improvements made by County shall remain the property of County and, subject to restoration of the Premises to its condition prior to County making the Alterations or improvements, may be removed from the Premises upon the termination of this Agreement. Any Alterations installed or provided by Owner shall remain the property of Owner, and County shall not be required nor have the right to remove any such Alterations or improvements.
12. **TRANSFERABILITY:** The rights of the Parties pursuant to this Agreement are non-transferable and shall not be assigned without prior written approval of the other Party.
13. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
14. **EVENT OF DEFAULT:** An Event of Default under this Agreement shall occur if any Party fails to comply with any of the covenants or obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice thereof (or fails to commence to cure such default within such thirty (30) day period and thereafter fails to proceed with due diligence to cure such default). Upon the occurrence of an Event of Default hereunder, the Parties may pursue all remedies at law or in equity, expressly including the remedy of specific performance of this Agreement.

15. **EXHIBITS; MERGER CLAUSE; AMENDMENTS:** This Agreement, including all Exhibits and Attachments, incorporated herein by this reference, constitutes the sole Agreement between the Parties and correctly states the rights, duties, and obligations of each Party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the Parties.

16. **BINDING:** This Agreement shall be binding upon the successors-in-interest, the heirs, and the assigns of the Parties. Owner agrees to notify any successor-in-interest, heirs, or assigns of the existence of this Agreement.
17. **CANCELLATION / TERMINATION:** The County may terminate this Agreement, with or without cause, upon sixty (60) days' advance written notice to Owner. During the Initial Term, Owner may only terminate this agreement upon an Event of Default as described in Section 14 of this Agreement. After the expiration of the Initial Term, Owner may terminate this Agreement, with or without cause, upon sixty (60) days' advance written notice to County.

Owner shall be responsible for all agreed upon parking management costs up until the point that notice is provided. In the event of termination, County shall have no further obligation to provide parking management services.

18. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable or invalid provision.
19. **NOTICES:** All notices, and approvals or demands of any kind required or desired to be given by County and Owner shall be in writing and shall be deemed served or given upon delivery if personally delivered or if mailed forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the addresses shown below. County and Owner may from time to time, by written notice to the other, designate another place for receipt of future notices.

County: Placer County  
Department of Public Works – Tahoe Engineering Division

P.O. Box 336  
Kings Beach, CA 96143  
Attn: Rebecca Taber

Owner: (Insert Owner name)  
(insert address)

With a copy of all notices to Owner delivered concurrently to:  
(Insert additional name and address here, if applicable)

**20. GOVERNING LAW; VENUE:** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement 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.

**21. APPROVAL OF AGREEMENT:** This Agreement shall be effective only upon its approval by the Placer County Board of Supervisors, or delegated authority by the Placer County Board of Supervisors to the Director of Public Works.

APPROVED AS TO FORM:

COUNTY OF PLACER

\_\_\_\_\_  
County Counsel, Placer County

By: \_\_\_\_\_  
Derek Gade, Director of Public Works

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Authorized by the Board of Supervisors  
On: \_\_\_\_\_

(Insert Legal Name of Business or Entity)

a (add type of business: LLC, Corp., and State of Incorporation)

By: \_\_\_\_\_

XXXXXXX

(insert title)

Attachments:

Exhibit 1: Map of the Premises

Exhibit 2: Parking Facility Site Assessment

Exhibit 3: Shared Parking Terms

EXHIBIT 1

MAP OF PREMISES

(Insert map of premises here)

## EXHIBIT 2

### PARKING FACILITY SITE ASSESSMENT

#### Accessibility

- ☐ The Premises have a well-defined ingress/egress point.
- ☐ Accessible parking meets Americans with Disabilities Act (ADA) standards and the County's accessible parking requirements, including the required signage.

#### Operations

- ☐ The Owner has identified available parking hours and times for public and/or permitted parking.
- ☐ The Owner is aware of the typical occupancy of the Premises during operating days/hours and has communicated these details with the County.
- ☐ There is sufficient lighting on the Premises to provide visibility for users at night.

#### Maintenance

- ☐ There are no pavement cracks or issues that would impact the safety of drivers or pedestrians.
- ☐ There are currently visible lines delineating each parking space.
  - ☐ The Owner has demonstrated the ability to restripe surfaces on an annual basis each spring.
- ☐ If the Premises is a gravel lot, the gravel is level.
  - ☐ The Owner has demonstrated a process to regularly assess and level the lot.
- ☐ Landscaping on and around Premises is such that the ingress and egress to Premises are visible and clearly accessible.
- ☐ Landscaping on and around Premises is such that no parking spaces are obstructed (i.e., tree roots creating uneven ground).
- ☐ The Owner is able to monitor and address the cleanliness of the Premises daily.
  - ☐ There is at least one (1) trash can available on or adjacent to the Premises to prevent littering. The Owner has confirmed that trash cans can be emptied daily.

#### Technology/Signage

If the Premises is to support shared managed parking including but not limited to timed, paid and/or permit parking spaces:

- ☐ There are suitable locations for the installation of parking management technology and signage.

This Parking Facility Site Assessment has been completed for (add street address) and signed off by the following representative of the County of Placer:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Dated: \_\_\_\_\_

## EXHIBIT 3

### SHARED PARKING TERMS

(Insert Shared Parking Terms here)

# ATTACHMENT D

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

**In the matter of:** A Resolution establishing a temporary paid parking demonstration project at the Christmas Tree Public Parking Lot in Kings Beach.

Resolution No.: \_\_\_\_\_

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held June 25, 2024, by the following vote:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chair, Board of Supervisors

Attest:

\_\_\_\_\_  
Clerk of said Board

---

WHEREAS, pursuant to the authority granted to the Board of Supervisors in California Vehicle Code (CVC) Section 22519, the local authority may by ordinance or resolution prohibit, restrict, or regulate the parking, stopping, or standing of vehicles on any off-street parking facility which it owns or operates, subject to posting signage that provides adequate notice; and

WHEREAS, pursuant to Placer County Code, Chapter 10, Article 10.12 ("Parking Ordinance"), Part 3 Parking Restrictions – Generally, Section 10.12.090 Limitation. A., it is unlawful and a violation of the provisions of the Parking Ordinance for any person to permit any vehicle to remain or be placed or be parked in excess of the parking limitations established by the Board of Supervisors when so designated by signs or markings; and

WHEREAS, pursuant to the Parking Ordinance, Section 10.12.110, the Director of Public Works, or designee, shall cause signs and/or markings that conform to the requirements of the CVC to be placed at each restricted parking area; and

WHEREAS, the Board of Supervisors adopted the Placer County Resort Triangle Transportation Plan (RTTP) in October 2020 to help manage increased travel demand and associated vehicle congestion during the seasonal peaks of visitors to the Eastern Placer Region; and

WHEREAS, the RTTP includes implementation of parking management as part of a suite of transportation focused solutions that together achieve the environmental goals within the Lake Tahoe Basin as set by the Tahoe Regional Planning Agency; and

WHEREAS, the Department of Public Works engineering staff has contracted with an experienced parking management consultant to develop a Kings Beach Parking Management Implementation Plan that incorporates significant community outreach and input, and an important initial component of the plan is to operate a demonstration paid parking lot to analyze and evaluate for future recommended changes to the Parking Ordinance; and

WHEREAS, the Christmas Tree Public Parking Lot located at 8676 and 8680 North Lake Boulevard in Kings Beach is owned and maintained by Placer County; and

WHEREAS, the terms of the Christmas Tree Public Parking Lot Temporary Paid Parking Demonstration Project are attached as "Exhibit 1."

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Placer, State of California, that a temporary paid parking demonstration project at the Christmas Tree Public Parking Lot in Kings Beach is hereby established with an effective date of June 25, 2024 and an end date of September 30, 2024.

Exhibit 1 – Christmas Tree Public Parking Lot Temporary Paid Parking Demonstration Project Terms

# EXHIBIT 1

## CHRISTMAS TREE PUBLIC PARKING LOT TEMPORARY PAID PARKING DEMONSTRATION PROJECT TERMS

Part 1. There shall be paid parking device pay station(s) leased or purchased to be installed at the Christmas Tree Public Parking Lot, consistent with Procurement policies.

Part 2. Paid parking shall operate every day in the summer of 2024, from mid-July (or as soon as the demo pay station can be installed) to September 30, with the following rates:

- a. All-day flat rate between daily operating hours of 7:00 am to 5:00 pm: \$10
- b. Evening flat rate between 5:00 pm and 10:00 pm: \$5
- c. Peak pricing on holidays and holiday weekends (Memorial Day and Memorial Day Weekend, Independence Day and Independence Day Weekend, Juneteenth, Labor Day and Labor Day Weekend): \$20 flat fee
- d. Special event rate: \$20 flat fee

Part 3. This demonstration project shall run for one season period beginning in the summer of 2024 until September 30, 2024. Staff shall provide the Board of Supervisors with an update of the project's progress in the first quarter of the 2025 calendar year. At the Board of Supervisors meeting it shall be determined whether the demonstration project should be concluded, reestablished for additional monitoring and learning purposes, or paid parking become permanent. All revenues of this project shall be deposited into a separate Department of Public Works (DPW) Parking Management fund, cost center, and program to be used for Tahoe area parking enforcement staffing, operating expenses, signage, and equipment.

Part 4. Parking violations shall be enforced during the term of the demonstration project and are subject to the penalties established in the current Placer County Parking Fine Schedule, specifically Section 10.12.290, Unauthorized Parking on County Properties.

Part 5. Upon approval by the Board of Supervisors, DPW staff shall develop and implement an education campaign to inform the public of the pending launch of the demonstration project.

