

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS DATE: January 25, 2011

FROM: ^{KG} KEN GREHM / PETER KRAATZ

SUBJECT: CALIFORNIA TAHOE CONSERVANCY PRIVATE LEASE REVENUE TRANSFER

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to execute the California Tahoe Conservancy (CTC) Agreement CTA-10003 between the State and Placer County in the amount of \$50,917.

BACKGROUND / SUMMARY

The California Tahoe Conservancy has received income from long-term leases to private individuals of CTC owned land within the Tahoe Basin. In accordance with State Legislation, the CTC is obligated to transfer 25% of the gross income from these leases to the county in which the lands are located. For Placer County, the local share of the 2010/2011 income collected is \$50,917. A minimum of 50% of these funds must be used for soil erosion control projects, and the remainder can be used as discretionary funds. The Board must approve and execute this agreement in order to allow transfer of the funds for County uses.

Board approval must also be given for use of the funds on any specific project or activity. Public Works proposes to utilize the non-discretionary portion (\$24,458.50) as required for erosion control projects, in the Tahoe Basin and eastern Placer County, that in the future may be limited on funding. DPW requests that the discretionary amount (24,458.50) be utilized by the Stormwater Quality Division to help fund the Stormwater program in the Tahoe region.

ENVIRONMENTAL

This action is not a project, as defined in Section 15378 of the California Environmental Quality Act (CEQA), and is exempt from CEQA requirements.

FISCAL IMPACT

Upon final execution of this Agreement, the California Tahoe Conservancy will provide \$50,917 within 30 days. The funds will provide \$24,458.50 for DPW erosion control projects and \$24,458.50 for Stormwater Quality efforts and reduce this Department's reliance on the Road and General Funds.

Attachments:

Resolution

Copy of Lease Revenue Agreement

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

In the matter of: A RESOLUTION APPROVING AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE CALIFORNIA TAHOE CONSERVANCY AGREEMENT CTA-10003 BETWEEN THE STATE AND PLACER COUNTY IN THE AMOUNT OF \$50,917 AND APPROVE A BUDGET REVISION TO APPROPRIATE THE REVENUE TO THE NPDES (STORMWATER) BUDGET.

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held _____, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:
Clerk of said Board

Chairman, Board of Supervisors

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California that this Board approves and authorizes the Director of Public Works to execute the California Tahoe Conservancy (CTC) Agreement CTA-10003 between the State and Placer County in the amount of \$50,917 and allocate 50% to Tahoe Region Erosion Control projects and 50% to the Tahoe Region Stormwater Quality Program.

AGREEMENT NUMBER CTA-10003
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
CALIFORNIA TAHOE CONSERVANCY

CONTRACTOR'S NAME
PLACER COUNTY

2. The term of this Agreement is: **10/12/10** through **6/30/11**

3. The maximum amount of this Agreement is: **\$ 50,917**
 Fifty Thousand nine hundred and seventeen dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 page(s)
Exhibit B – Budget Detail and Payment Provisions	N/A page(s)
Exhibit C* – General Terms and Conditions GTC 307	GTC 610
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	N/A page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	None

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) PLACER COUNTY		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 175 FULWEILER AVENUE AUBURN, CA 95603		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA TAHOE CONSERVANCY		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING PATRICK WRIGHT, EXECUTIVE DIRECTOR		
ADDRESS 1061 THIRD STREET SOUTH LAKE TAHOE, CA 96150		

Exempt per: SCM 4.04 & 5.80

EXHIBIT A
SCOPE OF WORK

AGREEMENT REGARDING TRANSFER OF
CALIFORNIA TAHOE CONSERVANCY
PRIVATE LEASE REVENUE TO THE COUNTY OF PLACER

WHEREAS, pursuant to Government Code Section 66908.3 the California Tahoe Conservancy is authorized to lease acquired lands;

WHEREAS, when leases are made to private individuals or groups, the Conservancy shall, upon appropriation by the Legislature, transfer twenty-five percent of the gross income of the leases to the County in which the lands are located;

WHEREAS, fifty percent of the funds received by the County shall be used for soil erosion control projects.

WHEREAS, pursuant to the Budget Act of 2010, Chapter 712/10, the Legislature has appropriated \$50,917 to the Conservancy for transfer to the County of Placer;

WHEREAS, the appropriation provides that fifty percent of this amount (\$25,458.50) shall be used by the County of Placer for soil erosion control projects in the Lake Tahoe region, as defined in Section 66905.5 of the Government Code; and

WHEREAS, the Conservancy and the County of Placer seek to complete the distribution of these funds in the manner set forth below.

NOW THEREFORE, the Conservancy and the County of Placer agree as follows:

1. The Conservancy agrees to transfer the sum of \$50,917.00 to the County of Placer within thirty days of the execution of this Agreement.
2. The County of Placer agrees that fifty percent of the funds transferred to the County of Placer \$25,458.50 shall be used for soil erosion control projects in the Lake Tahoe region.
3. At the time the funds are liquidated the County of Placer agrees to notify the Conservancy of the projects receiving Conservancy funds and items or activities involved.
4. The County of Placer agrees to maintain satisfactory financial records relating to the expenditure of all funds distributed under this Agreement and shall make the records available for auditing and inspection by the Conservancy and the Office of the Auditor General of the State of California. These records shall be retained by the County of Placer for three years following liquidation of the funds distributed for erosion control projects in the Lake Tahoe Basin.

5. The County officer or employee with responsibility for administering this agreement is Tim Hackworth, Department of Public Works or successor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

