

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: August 26, 2014

FROM: KEN GREHM / PETER KRAATZ

SUBJECT: CALIFORNIA TAHOE CONSERVANCY PRIVATE LEASE REVENUE TRANSFER

ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution authorizing the Director of Public Works to execute the California Tahoe Conservancy (CTC) Agreement No. CTA-14 009 between the State and Placer County for the County to receive \$32,473 in revenues derived from leases on CTC property within Placer County. There is no net County cost.
2. Authorize 50 percent of the CTC lease revenue to be allocated to Tahoe region erosion control projects as required by law and 50 percent to the Tahoe region storm water quality program.

BACKGROUND / SUMMARY

The CTC receives income from long-term leases to private individuals of CTC owned land within the Tahoe Basin. In accordance with applicable state legislation, the CTC is obligated to transfer 25 percent of that gross income from these leases to the County in which the lands are located. For Placer County, the local share of the FY 2014-15 income collected is \$32,473. A minimum of 50 percent of these funds must be used for soil erosion control projects, and the remainder can be used as discretionary funds. The Board must approve the execution of 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 as required for erosion control projects in the Tahoe Basin that may be limited on funding in the future. Historically, Public Works has utilized the discretionary amount to help fund the storm water quality program in the Tahoe region. This request aligns with previous requests on the use of the discretionary funding as the storm water quality program in Tahoe continues to be challenged with having adequate funding to fulfill various permit requirements.

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 CTC will provide \$32,473 within 30 days. The funds will provide \$16,237 for Public Works erosion control projects and \$16,236 for storm water quality efforts thereby reducing the Department's reliance on the General Fund for this activity.

Attachments:

Resolution

Copy of Lease Revenue Agreement

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

In the matter of: A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE THE CALIFORNIA TAHOE CONSERVANCY AGREEMENT NO. CTA-14009 BETWEEN THE STATE AND PLACER COUNTY IN THE AMOUNT OF \$32,473 AND AUTHORIZING 50 PERCENT OF THAT LEASE REVENUE BE ALLOCATED TO TAHOE EROSION CONTROL PROJECTS AND 50 PERCENT TO THE TAHOE STORMWATER QUALITY PROGRAM

Resol. No:

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

Chair, Board of Supervisors

BE IT HEREBY RESOLVED AND ORDERED 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 No. CTA-14009 between the State and Placer County for the County to receive \$32,473 in revenues and authorizes 50 percent of the CTC Lease Revenue to be allocated to Tahoe region erosion control projects as required by law and 50 percent to the Tahoe region storm water quality program.

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

CTA 14 009

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: **July 1, 2014** through **6/30/15**

3. The maximum amount of this Agreement is: **\$ 32,473.00**
Thirty-Two Thousand, Four Hundred Seventy-Three 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 | GIA 610 1 page |
| Check mark one item below as Exhibit D: | |
| <input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) | page(s) |
| <input type="checkbox"/> Exhibit - D* Special Terms and Conditions | None |
| 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.*

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 KEN GREHM, DIRECTOR PUBLIC WORKS | | |
| ADDRESS 3091 COUNTY CENTER DR. SUITE 220, 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 | | <input checked="" type="checkbox"/> Exempt per: SCM 4.04 & 5.80 |
| ADDRESS 1061 THIRD STREET SOUTH LAKE TAHOE, CA 96150 | | |

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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 2014, Chapter 25/14, the Legislature has appropriated \$32,473 to the Conservancy for transfer to the County of Placer;

WHEREAS, the appropriation provides that fifty percent of this amount (\$16,236.50) 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 \$32,473 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 (\$16,236.50) 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 Ken Grehm, Department of Public Works or successor.

GIA-610

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement 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 if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. **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.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCE PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.
9. **NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST:** In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.