

STANDARD AGREEMENT - APPROVED BY THE ATTORNEY GENERAL

CONTRACT # CTA 11 014	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION # 94-6000511	

STD. 2 (REV. 5-91)

THIS AGREEMENT, made and entered into this 15th day of March, 2012, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting.

TITLE OF OFFICER ACTING FOR STATE Executive Director	AGENCY California Tahoe Conservancy
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, hereafter called the State, and

CONTRACTOR'S NAME
COUNTY OF EL DORADO, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

1. Scope of Agreement

A. Pursuant to Section 66907.7 et seq. of the Government Code and its resolution of March 15, 2012, the California Tahoe Conservancy (hereafter called the "Conservancy") hereby grants to the County of El Dorado (hereafter called the "Grantee") a sum not to exceed **Eighty Five Thousand Dollars (\$85,000)**, subject to the terms and conditions of this Agreement. These funds shall be used to acquire that certain real property or an interest therein necessary for the Sawmill 2B Bike Path and Erosion Control Project described in (d) below, located in the County of El Dorado, State of California, more particularly described in the attached **Exhibits D-1 through D-4** (hereafter the "Property").

CONTINUED ON 40 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

IN WITNESS WHEREOF, the parties have executed this agreement hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY California Tahoe Conservancy	CONTRACTOR <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> COUNTY OF EL DORADO
BY: Patrick Wright, Executive Director	BY: John R. Knight, Chair, Board of Supervisors
1061 Third Street South Lake Tahoe, CA 96150	330 Fair Lane Placerville, CA 95667

Amount ENCUMBERED BY THIS DOCUMENT \$ 85,000	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE		<i>Department of General Services Use Only</i>
	(OPTIONAL USE)				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 85,000	OBJECT OF EXPENDITURE (CODE AND TITLE)				
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER X			DATE		

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

- B. Any changes in the parcels or interests to be acquired must be consistent with the purposes of this grant and must be submitted in writing to the Executive Director of the Conservancy for his review and written approval prior to commencement of acquisition activities.
- C. Grantee agrees to complete acquisition of the Property in accordance with the dates set forth in the Project Schedule described in **Exhibit B**. For good cause shown, said dates may be extended by the Executive Director upon written request by the Grantee. Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the Project Budget set forth in **Exhibit B**. The dollar amount of an item in the Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the Executive Director; however, the Grantee shall notify the Conservancy in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of more than ten percent (10%) in the amount of a budget item must be approved in writing by the Executive Director. The total amount of the grant may not be increased except by formal amendment of this Agreement.
- D. The Grantee agrees that the interests in property acquired under this Agreement shall be used by the Grantee only for the purpose of constructing a public access bike trail and water quality improvement facilities, as more particularly described in the Conservancy Staff Recommendation of **March 15, 2012**, which is attached hereto as **Exhibit A** (the "Project") and that no other use, sale or disposition of the Property that is inconsistent with the purposes of this Agreement shall be permitted, except as authorized by the Conservancy's governing board. The deed or other instrument of conveyance by which Grantee acquires the Property shall reflect this restriction, and shall set forth, as an express condition subsequent or executory limitation upon the title to be vested in Grantee, the right of Conservancy or its designee to enter and take title to the Property in the event that an essential term or condition of this Agreement is violated (as specified in the section entitled "Conditions", below). The Grantee agrees to operate and maintain the Property for purposes of the Project, as detailed in the "Operation and Maintenance" section of this Agreement.
- E. If Grantee constructs improvements on the Property, then, for each major segment or element of the improvements, Grantee shall erect and maintain signs on the Property which identify the project and the respective roles of the Conservancy and the Grantee and acknowledge the Conservancy's funding assistance, as well as interpretive signs, if proposed. Projects funded by "Safe Drinking, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84)" must comply with the sign guidelines set forth in **Exhibit G**.

2. Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

- A. Exhibit A, California Tahoe Conservancy Agenda Item 8a, March 15, 2012;
- B. Exhibit B, Project Schedule and Budget;
- C. Exhibit C, Grantee's List of Assurances;
- D. Exhibit D-1, D-2, D-3, D-4, California Tahoe Conservancy Land Acquisition Information form;
- E. Exhibit E, Model Deed Language;
- F. Exhibit F, Sample Request for Disbursement to Grantee for Acquisition Expenses form;
- G. Exhibit G, Sign Guidelines; and
- H. Exhibit H, Eligible Project Costs for Acquisition Grants

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) California Tahoe Conservancy Resolution [Exhibit A, Attachment 2]; (2) the body of the Agreement; (3) California Tahoe Conservancy Land Acquisition Information form [detailed description of the Property]; (4) the Model Deed language; (5) California Tahoe Conservancy Agenda Item 8a, March 15, 2012 [Conservancy Staff Recommendation]; (6) the Grantee's List of Assurances; (7) Eligible Project Costs for Acquisition Grants; (8) the Sample Request for Disbursement to Grantee for Acquisition Expenses form; and (9) the Sign Guidelines.

3. Conditions

A. Disbursement of any and all funds under this Agreement is subject to the following conditions:

- (1) Grantee shall submit all title and acquisition documents pertaining to the acquisition, including appraisals, preliminary (title) reports, agreements for purchase and sale, escrow instructions, and instruments of conveyance such as deeds, to the Conservancy's Executive Director for his review and approval prior to acquisition.
- (2) The funding provided under this Agreement for the purchase price of any interest in property may not exceed fair market value as established by an appraisal and as approved by the Executive Director in writing, and in any event shall not exceed the amount set forth in the section entitled "Scope of Agreement" above.
- (3) The interest(s) in property acquired pursuant to this Agreement may not be used as security for any debt without the written approval of the Executive Director.
- (4) The Grantee shall not transfer any interest(s) in property acquired pursuant to this Agreement unless a new agreement sufficient to protect the interest of the people of the State of California has been entered into with the transferee and approved by the Conservancy's board.

(5) If any essential term or condition of this Agreement is violated, the Conservancy shall give Grantee notice of default and thirty (30) days to cure the default. If Grantee fails to cure the default, the Conservancy shall record the notice of default and title to all the interest(s) in real property acquired under this Agreement shall vest in the State of California upon review and approval by the Conservancy. Other State approvals may also be required. Vesting of title in the State of California shall take place thirty (30) days after the Conservancy's recordation of a notice that Grantee has defaulted under one or more of the essential terms of this agreement and all required State approvals have been obtained, unless before the expiration of said thirty (30) day period the Conservancy records notice that said default has been cured. For purposes of this paragraph, the "essential terms and conditions" shall consist of conditions (3) and (4) above, and the requirements of the "Operation and Maintenance" and "Assignability" sections of this Agreement. The grantee shall use the language contained in **Exhibit E** in all deeds where an interest in real property is acquired pursuant to this Agreement.

4. Costs and Disbursements

- A. Upon satisfaction of conditions (1) and (2) in the "CONDITIONS" section above, the Conservancy agrees to disburse on behalf of Grantee a total amount not to exceed **Eighty Five Thousand Dollars (\$85,000)** in the manner provided below.
- B. Subject to the conditions of this Agreement, the full amount payable by Conservancy toward the purchase of the Property, including title costs and escrow fees, and other eligible costs listed in **Exhibit H**, will at Grantee's request be paid by Conservancy directly to Grantee or into an escrow account established for such acquisition upon approval of the purchase and sale agreements, escrow instructions and documents of title by the Executive Director, and submittal of a "Request for Disbursement" form substantially in the form of **Exhibit F**, or comparable invoice, by the Grantee. Due to appropriation limitations, all invoices must be submitted on or before **May 1, 2015**.
- C. For Project costs other than those paid as provided in (b) above, including costs of surveys, site inspections, preparation of appraisals, etc., disbursement shall be made upon completion of the services or products for which expenses are incurred and which were previously approved by the Executive Director. The Grantee shall request disbursement not more often than monthly by filing with the Conservancy fully executed "Request for Disbursement" or comparable invoice which contains:
- the invoice number (up to 14 characters) which contains a two-letter abbreviation of the project name, and the sequential number of the invoice (starting with 1) (e.g., SM2B, for invoice #1 for the Sawmill Phase 2B project). The Grantee may also include its own project number in the invoice number (SM2B-95133);
 - Grantee's name and address;
 - the number of this Agreement (e.g., CTA-11014);
 - the date of the submittal;

- the amount of the invoice;
- an itemized description of all work done for which disbursement is requested;
- any supporting invoices or other source documents from sub-contractors hired by the Grantee to complete any portion of the Project funded under this Agreement; and
- the signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

Failure to submit a completed Request for Disbursement form, with all necessary supporting documents, shall relieve the Conservancy of any obligation to disburse funds to the Grantee until such time as the deficiencies are corrected. Due to appropriation time limits, all invoices must be submitted on or before **May 1, 2015**.

The Conservancy will make best efforts to forward each complete and approved Request for Disbursement to the State Department of General Services or to the Office of the State Controller, as the case may be, within ten (10) working days of receipt by the Conservancy.

5. Term of Agreement

- A. The term of this Agreement, during which Grantee shall be obligated to operate and maintain the Property (see "Operation and Maintenance" below), shall run for a period of twenty (20) years from the effective date hereof, provided, however, that if bike trail and erosion control project improvements are begun on the Property within said period, the termination date of this Agreement shall be extended to twenty (20) years from the completion of said improvements.
- B. Prior to Grantee's entering into a binding agreement to purchase the Property, either party may terminate this Agreement for any reason by providing the other party with sixty (60) days notice in writing.
- C. In the event of early termination by the Conservancy under the immediately preceding sub-paragraph, the Grantee agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and noncancelable (binding) obligation incurred by the Grantee in the performance of this Agreement until the date of the notice to terminate but in any case not to exceed the undisbursed balance of funding authorized in this Agreement.

6. Operation and Maintenance

- A. The Grantee agrees to maintain the Property for the purposes of the Project throughout the term of this Agreement. The Grantee agrees to assume all management, operations and maintenance costs of the future Project and the Conservancy and the State of California shall not be liable for any cost of such operation and maintenance.

- B. The Grantee may be excused from its obligations for operation and maintenance of the Property during the term of this Agreement only upon the written approval of the Executive Director of the Conservancy for good cause shown. "Good cause" includes, but is not limited to, natural disasters which destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
- C. Where Grantee constructs improvements on the Property for the purpose of carrying out the Project, and thereafter fails to maintain such improvements during the term of this Agreement, other than for reasons beyond Grantee's control, Grantee shall, at Conservancy's election, repay to the Conservancy all amounts disbursed hereunder in-lieu of Conservancy's taking title to the property under the "Conditions" section hereinabove. Grantee may, by written request and statement of reasons, seek Conservancy's waiver of the right to repayment.

If the Executive Director or his designee does not approve such waiver, the matter shall be referred to the Conservancy's governing board for its decision. Following the determination of the governing board, the Conservancy and the Grantee shall enter into a written termination agreement establishing the effective date for termination of the Project, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

- D. Except as expressly stated herein, this section shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

7. Liability

- A. The Grantee shall be responsible for, indemnify, and save harmless the Conservancy and its members, Directors, agents, and employees, from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, or the design, construction, operation, repair, maintenance, existence, or failure of any project which utilizes the Property, except to the extent of, and in direct proportion to, the active negligence of the Conservancy, its member(s), Director(s), agent(s) or employee(s) which arises other than from (1) a failure by Conservancy to warn of hazards base upon its review or inspection of the Project plans, designs, specifications, or site(s) and/or (2) the omission by Conservancy to review or inspect said plans, designs, specifications, or site(s).
- B. The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from Conservancy to Grantee, and is not an "agreement" as that term is defined in Government Code Section 895. Accordingly, it is acknowledged Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the Conservancy and/or the State of California arising under Government Code Sections 895.2 and 895.6.
- C. The Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, Directors, agents or employees, for any liability

resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the Conservancy's active negligence and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.

- D. Conservancy assumes no responsibility for assuring the safety of any site improvements constructed on the Property and of the Property itself. The Conservancy's rights under this Agreement to review, inspect or approve the Final Plans and Project improvements and/or the exercise of such rights shall not give rise to any warranty or representation that the Final Plans and Project improvements or Project Site(s) are free from defects or hazards.

8. Audits/Accounting/Records

The Grantee shall maintain satisfactory financial accounts, documents, and records relating to the Project. The accounts, documents, and records relating to the Project shall be retained by the Grantee for three (3) years following the date of final reimbursement by the Conservancy under the paragraph entitled "Costs and Disbursements" above, and shall be subject to examination and audit by the Conservancy and by the California Auditor General during that period. The Grantee may use any generally accepted accounting system.

The Grantee shall establish an official file for the Project. The file shall contain adequate documentation of all actions that have been taken with respect to the project.

The Grantee shall establish separate accounting records for receipt, deposit, and disbursement of all project funds, including interest. Interest on funds paid in advance to escrow accounts shall be used for the purpose of the Project(s), as approved by the Conservancy. All funds received by the Grantee shall be deposited into separate fund accounts that identify the funds and clearly show the manner of their disposition. The Grantee agrees that adequate supporting documents shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. The Grantee shall promptly report to the Conservancy the application for or the receipt of any new funds from other funding sources.

The Grantee shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including State funds, interest earned, and any matching funds by the Grantee and the total cost of the project. The maintenance requirements extend to books, of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

The Conservancy and the State of California reserves the right to call for a program audit or a financial audit at any time between the execution of this Agreement and the completion or termination of the Project. At any time, the State may disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement.

9. Nondiscrimination Clause

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

10. Independent Status of Grantee

The Grantee, and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as Directors of employees or agents of the State of California.

11. Assignability

Without the written consent of the State, the Grantee's interest in, and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

12. Time of the Essence

Time is of the essence of this Agreement.

13. Amendments

Unless otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

14. Project Coordinators

Peter Eichar (or such other person(s) as the Executive Director may designate from time to time) is designated the Conservancy's Project Coordinator for this grant. The Grantee Officer, or employee with responsibility for administering this agreement, is Steve P. Kooyman, P. E., Acting Deputy Director, TP&LD/Tahoe Engineering Unit, Department of Transportation, or successor.

15. Conservancy Approvals

All actions and approvals required to be taken by the Conservancy under this Agreement may be taken by the Executive Director or his designee.

16. Resolution

The signature of the Executive Director or other designated Conservancy official on this Agreement certifies that at its **March 15, 2012**, meeting, the Conservancy approved a grant of **Eighty Five Thousand Dollars (\$85,000)** to the Grantee for the implementation of the project described in the attached Conservancy Staff Recommendation (**Exhibit A**).

17. Section Headings

The headings and captions of the various sections of this Agreement have been inserted only for the purpose of convenience, and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Agreement.

18. Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

19. Entire Agreement

This Agreement, and the attached exhibits, constitutes the entire contract between the parties hereto, relating to the Project and may be modified except by an instrument in writing signed by the parties hereto.

EXHIBIT A

California Tahoe Conservancy
Agenda Item 8a
March 15, 2012

SAWMILL 2 BIKE PATH AND EROSION CONTROL PROJECT EASEMENT ACQUISITION GRANT

Summary: Staff recommends authorization to grant up to \$85,000 to the County of El Dorado for the acquisition of four easements in support of improvements associated with the Sawmill 2 Bike Path and Erosion Control Project, Phase 2B.

Location: South side of Sawmill Road between U.S. Highway 50 and Echo View Estates Drive, El Dorado County (El Dorado County Assessor Parcel Numbers 033-090-12, 033-090-13, 033-180-04, and 033-180-36) (Attachment 1).

Fiscal Summary: Proposition 84 funds, up to \$85,000.

Recommended Action: Adopt Resolution 12-03-03 (Attachment 2).

Background

The California Tahoe Conservancy (Conservancy) awarded El Dorado County (County) an \$821,000 planning grant in 2005 (\$460,000 from the Public Access and Recreation Program and \$361,000 from the Erosion Control Program) to design and permit a bike path and erosion control facilities along Sawmill Road and erosion control improvements within the adjacent Echo View Estates subdivision. Known as the Sawmill 2 Bike Path and Erosion Control Project (Project), it is listed as Projects #706 and #10034 of the Environmental Improvement Program (EIP).

The County applied the Conservancy's Preferred Design Approach to plan erosion control facilities to achieve the greatest benefit to water quality. Careful planning also produced the currently-proposed path alignment, which minimizes environmental impacts, complements the erosion control infrastructure, and reduces construction costs where feasible.

The County is currently working to acquire all necessary entitlements, including the easements recently granted by the Conservancy on three Conservancy-owned properties. These entitlements are necessary for the County to secure construction funding, prepare and advertise for construction, construct, and, ultimately, operate and maintain the bike path and erosion control infrastructure. The parcels over which the County is requesting funding to acquire easements are owned by private parties. The County contracted for an Appraisal Report for Partial Acquisitions by a professional real estate appraisal firm, Pattison and Associates, Inc. That report evaluated seven separate parcels, four of which are the subject of this staff recommendation. Staff has reviewed the report.

Project Description

Construction of Phase 2B of the Project requires the acquisition of seven easements across privately-owned parcels. The recommended award of \$85,000 would fund the acquisition of four easements. (The County will fund the remaining three easements separately.)

The County proposes to use the four parcels for two purposes: (1) to construct a Class 1 Bike Path and appropriate appurtenances including storm water capture, conveyance, and treatment; and (2) to operate and maintain said improvements. Table 1, below, provides a breakdown of easement area, cost, and purpose by parcel. The size of the easements is based on the 50% design plan. Because size may change slightly as the design progresses, a small contingency to account for the potential fluctuation is included.

Table 1

	APN	Purpose	Size (SF)	Appraised Value
Amacker	033-090-12	Bike Path	23,427	\$41,465.79
		Drainage	1,359	240.54
Silberstein Trust	033-090-13	Bike Path	10,594	20,022.66
		Drainage	315	59.54
Yant	033-180-04	Bike Path	1,750	12,897.50
		Drainage	2,592	752.48
Yant	033-180-36	Bike Path	869	7,881.83
Contingency				1,679.66
Total				\$85,000.00

In concert with the construction of the Project, permanent and temporary Best Management Practices (BMPs) will be installed and maintained to protect water quality. For some property frontages, the Project will install landscaping and/or native vegetation as appropriate in construction-disturbed areas in consultation with the private landowners, in addition to fencing or other vehicle barriers to preclude automotive encroachment into the properties. The easements will allow the County to construct, operate, and maintain these Project improvements. The easements will not entirely cover each parcel, but instead cover portions sufficiently large to efficiently construct and maintain improvements. The easement areas will be legally described within the easement conveyance documents to be prepared and recorded by the County.

The recommended grant amount of \$85,000 is based upon the appraised value of each of the four parcels and correlates to a per-square-foot value. As previously stated, the size of the easements was based upon 50% design plans that may change slightly and require the addition or subtraction of a minor amount of easement area. The small contingency should allow for minor changes to the square footage of actual acquired easements. The proposed easement acquisition will not cause the relocation of residents; therefore, there will be no relocation costs. Conservancy staff costs to review, process, and administer this grant are incidental.

Project Implementation

The County continues to develop the engineering design and bid specifications and work with property owners on the necessary easements for project implementation. It is anticipated that Phase 2B may be advertised for bid as soon as the fall of 2012 or early spring of 2013, with the intent of constructing the improvements during the 2013 construction season. Phase 2A should begin and be completed during the 2012 construction season.

Project Evaluation

The granting of funds for easement acquisitions to support improvements that fulfill two programs (Recreation and Erosion Control) is consistent with the Conservancy's Public Access and Recreation Program Guidelines. Further, the acquisitions capitalize on previously-awarded planning grant funds and the Conservancy's Preferred Design Approach for the erosion control facilities, which achieve the greatest benefit to water quality.

Consistency with the Conservancy's Enabling Legislation

The recommended easement acquisition grant is consistent with the Conservancy's enabling legislation. Specifically, Government Code sections 66905.2 and 66907.7 authorize the Conservancy to award grants to local public agencies for purposes consistent with its mission, which includes providing public access and recreational facilities.

Compliance with the California Environmental Quality Act (CEQA)

El Dorado County, acting as the lead agency, prepared an Initial Study (IS) and a Mitigated Negative Declaration (MND) for this project to comply with CEQA. El Dorado County's Board of Supervisors adopted the MND on December 10, 2009, and a Notice of Determination (NOD) was filed on December 14, 2009 with the State Clearinghouse (SCH# 2009102016). In May 2010, the Conservancy drafted an Addendum to the MND incorporating amendments to the CEQA Guidelines. The findings in the Addendum were based on information provided by the County's memo addressing the CEQA amendments. The Conservancy Board previously considered and concurred with the findings of the IS/MND and filed an NOD following the July 15, 2010 Board meeting for the purpose of giving an easement to the County for improvements on a Conservancy parcel, and again on September 15, 2011 for additional easements on three additional Conservancy-owned parcels. This will be the third time the Conservancy Board is being asked to consider and concur with the IS/MND and Addendum and authorize staff to file a new NOD.

A copy of the IS/MND and Addendum have been provided to the Board on CD (Attachment 3) and are available for public review at the Conservancy Office, 1061 Third Street, South Lake Tahoe, CA 96150.

Staff has reviewed the IS, MND, and Addendum and believes the analyses of the proposed improvements in the document are adequate. Staff has determined that the project, as proposed, would not cause a significant effect on the environment. Since completion of the MND and Addendum, there is no new information, substantial changes to the proposed project, or changes to the project implementation that would involve any new significant effects not analyzed in the MND or Addendum. As a result, no new mitigation measures are necessary to find that the project, as mitigated, would have no significant environmental impacts. The mitigation measures are located in *Appendix B, Mitigation Monitoring and Reporting Program*, of the MND.

If the Board authorizes the recommended acquisition grant, staff will file an NOD with the State Clearinghouse pursuant to CEQA Guidelines, section 15096. Attachment 4 contains the Conservancy's proposed NOD.

List of Attachments:

Attachment 1 – Project Location Map

Attachment 2 – Resolution 12-03-03

Attachment 3 – County of El Dorado Initial Study, Mitigated Negative Declaration, and Addendum to Mitigated Negative Declaration (on CD)

Attachment 4 – Notice of Determination

Conservancy Staff Contact:

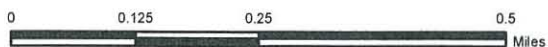
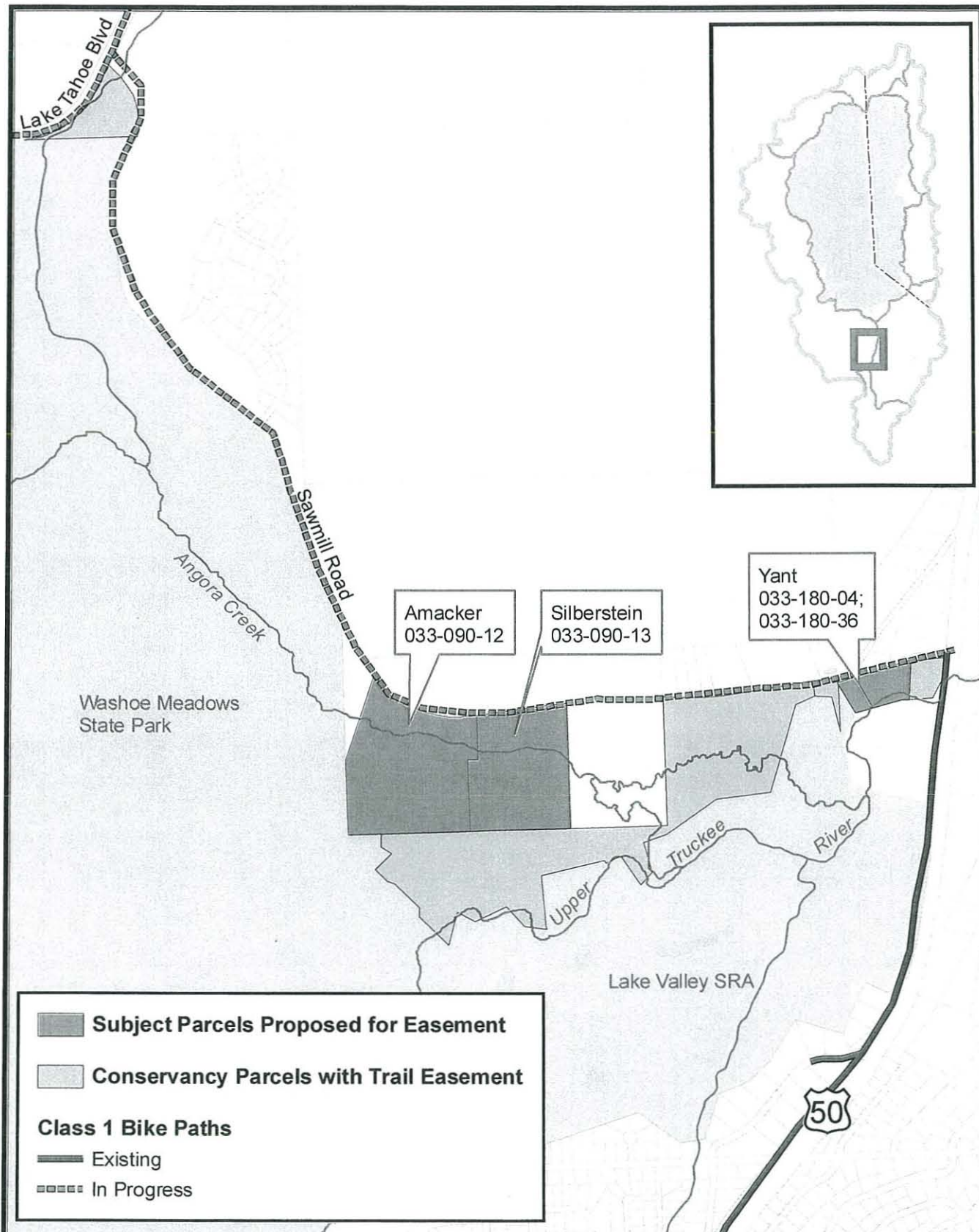
Peter Eichar, AICP

(530) 543-6046

peichar@tahoe.ca.gov

ATTACHMENT 1

Location Map



California Tahoe Conservancy
March 2012

Map for reference purposes only.

Sources: El Dorado County; TRPA



ATTACHMENT 2

California Tahoe Conservancy

Resolution

12-03-03

Adopted: March 15, 2012

SAWMILL 2 BIKE PATH AND EROSION CONTROL PROJECT EASEMENT ACQUISITION GRANT

Staff recommends that the California Tahoe Conservancy make the following finding based on the accompanying staff report pursuant to Public Resources Code section 21000 et seq.:

"The California Tahoe Conservancy has considered the environmental impacts of the Sawmill 2 Bike Path and Erosion Control Project as described in El Dorado County's Initial Study / Mitigated Negative Declaration (IS/MND) certified by El Dorado County on December 10, 2009. In May 2010, the Conservancy drafted an Addendum to the Mitigated Negative Declaration incorporating amendments to the CEQA Guidelines which became effective March 18, 2010. The Addendum addresses new questions added to the Appendix G, Environmental Checklist. The Conservancy has reviewed the IS/MND and Addendum and related documents and finds that the improvements proposed have been adequately analyzed in the IS/MND and Addendum. The Conservancy finds that no new substantial changes to the proposed project or other changes to the project implementation would involve any new significant effects that were not analyzed in the Initial Study, Mitigated Negative Declaration, and Addendum. The Conservancy finds that no substantial changes are proposed in the project, and no substantial changes have occurred with respect to the circumstances under which the project is undertaken that would involve any new significant environmental effects or significantly increase the severity of any previously identified impacts. The Conservancy hereby directs staff to file a Notice of Determination with the State Clearinghouse for this project."

Staff further recommends that the Conservancy adopt the following resolution pursuant to Government Code sections 66907.8 and 66907.9:

"The California Tahoe Conservancy hereby authorizes the award of an easement acquisition grant, up to \$85,000 to El Dorado County for the purposes of acquiring four easements over a portion of El Dorado County Assessor Parcel Numbers 033-090-12, 033-090-13, 033-180-04, and 033-180-36 and which permits the construction and maintenance of water quality and bike path improvements associated with the Sawmill 2 Bike Path and Erosion Control Project. Further, the Conservancy authorizes staff to enter into a grant agreement, and to take all other necessary steps, in substantial conformity with the purposes of the project and the terms and provisions discussed in the accompanying staff report and exhibits, to achieve the objectives of this grant."

I hereby certify that the foregoing is a true and correct copy of the Resolution duly and regularly adopted by the California Tahoe Conservancy at a meeting thereof held on the 15th day of March 2012.

In WITNESS THEREOF, I have hereunto set my hand this 15th day of March 2012.

A handwritten signature in cursive script, appearing to read "Patrick Wright", written over a horizontal line.

Patrick Wright
Executive Director

ATTACHMENT 3

**SAWMILL 2 BIKE PATH AND EROSION CONTROL PROJECT
EASEMENT ACQUISITION GRANT**

El Dorado County Initial Study and
Mitigated Negative Declaration
Addendum to Mitigated Negative Declaration

On CD

ATTACHMENT 4

NOTICE OF DETERMINATION

TO: Office of Planning and Research
1400 10th Street, Room 121
Sacramento, CA 95814

FROM: California Tahoe Conservancy
1061 Third Street
South Lake Tahoe, CA 96150

Subject:

Filing of Notice of Determination in compliance with sections 21108 and 21152 of the Public Resources Code.

Project Title:

Grant \$85,000 to El Dorado County for the purposes of acquiring four easements over a portion of four separate parcels which permits the construction and maintenance of water quality and bike path improvements associated with the Sawmill 2 Bike Path and Erosion Control Project.

State Clearinghouse Number:

2009102016

Contact Person:

Peter Eichar

Telephone Number:

(530) 543-6046

Project Location:

Southern side of Sawmill road between US Highway 50 and Echo View Estates Drive, El Dorado County (El Dorado County Assessor Parcel Numbers 033-090-12, 033-090-13, 033-180-04, and 033-180-36).

Project Description:

The Sawmill 2 Bike Path and Erosion Control (Project), Phase 2B involves the granting of funds for the acquisition of four easements on four privately-owned parcels to support the County in construction of the Project.

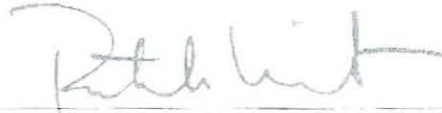
This is to advise that the California Tahoe Conservancy, acting as a responsible agency, has approved the above-described project on March 15, 2012 and has made the following determinations regarding the above-described project:

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration for the project was prepared and approved by El Dorado County on December 10, 2009, and a Notice of Determination was filed on December 14, 2009. The Notice of Determination, Mitigated Negative Declaration, and record of project approval may be examined at El Dorado County Department of Transportation, 924 B Emerald Bay Road, South Lake Tahoe, CA 96150. In May 2010, the Conservancy prepared an Addendum to the MND to address amendments to CEQA which became effective March 18, 2010. The California Tahoe Conservancy reviewed and considered the Mitigated Negative Declaration and Addendum prior to project approval. The Addendum to the MND may be examined at the California Tahoe Conservancy, 1061 Third Street, South Lake Tahoe, CA 96150.
3. Mitigation measures were made a condition of the approval of the project by El Dorado County and the California Tahoe Conservancy.
4. The Conservancy finds that no substantial changes are proposed in the project, and no substantial changes have occurred with respect to the circumstances under which the project is taken that would

affect any potentially significant environmental effects. Furthermore, there are no changes regarding the project that would require new or different mitigation measures.

Fish and Game Fees: A California Department of Fish and Game Environmental Filing Fee was paid for this project. A copy of the receipt will be filed with this notice.

Date Received for Filing:



Patrick Wright
Executive Director

RECEIVED
MAR 19 2011
CALIFORNIA DEPARTMENT OF FISH AND GAME



State of California - The Resources Agency
 DEPARTMENT OF FISH AND GAME
 2009 ENVIRONMENTAL FILING FEE CASH RECEIPT

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY

LEAD AGENCY Department of Transportation

COUNTY/STATE AGENCY OF FILING EDC Recorder - Clerk

PROJECT TITLE Sawmill 2 Bike Path + Erosion Control - Project

PROJECT APPLICANT NAME EDC DOT

PROJECT APPLICANT ADDRESS 9243 Emerald Bay Rd S.L.T.

PROJECT APPLICANT (Check appropriate box)
 Local Public Agency School District Other Special District

RECEIPT# _____
 STATE CLEARING HOUSE # 2009102016
 DATE 12-10-09
 DOCUMENT NUMBER 909-164
 PHONE NUMBER 530-1573-7905
 STATE Ca ZIP CODE 96150

n C

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report	\$2,768.25	\$	
<input checked="" type="checkbox"/> Negative Declaration	\$1,993.00	\$	<u>1,993.00</u>
<input type="checkbox"/> Application Fee Water Diversion (State Water Resources Control Board Only)	\$850.00	\$	
<input type="checkbox"/> Projects Subject to Certified Regulatory Programs	\$941.25	\$	
<input type="checkbox"/> County Administrative Fee	\$50.00	\$	<u>0</u>
<input type="checkbox"/> Project that is exempt from fees		\$	
<input type="checkbox"/> Notice of Exemption		\$	
<input type="checkbox"/> DFG No. Effect Determination (Form Attached)		\$	
<input type="checkbox"/> Other		\$	

PAYMENT METHOD:
 Cash Credit Check Other JE

TOTAL RECEIVED \$ 1,993.00

SIGNATURE X Jane Kahlstedt

TITLE Assistant Recorder - Clerk

WRITE PROJECT APPLICANT YELLOW-DEGRASS PINK LEAD AGENCY GOLDEN ROD COUNTY CLERK FG 753 5a Rev 1/09

on
de
1

This is to advise that the El Dorado County Board of Supervisors has approved the above described project on December 8, 2009
 Lead Agency Responsible Agency (date)

and has made the following determinations regarding the above described project:

- The project will will not have a significant effect on the environment.
- An environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
- Mitigation Measures were were not made a condition of the approval of this project.
- A Statement of Overriding Considerations was was not adopted for this project.
- Findings were were not made pursuant to the provisions of CEQA.

FILED
 DEC 10 2009

WILLIAM E. SCHULTZ, Recorder-Clerk
 By Jane Kahlstedt

Fish and Game Fees/Recording Fees

- Project is de minimis in effect; \$35 recording fee required for Notice of Determination and Certificate of Fee Exemption
- Negative Declaration prepared; \$1,993.00 Fish and Game fee required for Notice of Determination
- EIR filed; \$850 fee required for Notice of Determination
- Recording fee of \$35 required County project; no recording fee required

This is to certify that the final EIR with comments and responses and record of project approval is available to the General Public at:
 El Dorado County Offices (Building C, DOT Office), 2850 Fairlane Court, Placerville, CA 95667

Signature (Public Agency) [Signature]

December 8, 2009
 Date

Senior Planner
 Title

Date received for filing at OPR

RECEIVED
 MAR 19 2012
 STATE CLEARING HOUSE

Exhibit B

Project Schedule and Budget

**Sawmill 2B Bike Path and Erosion Control Project
Acquisition Grant**

CTA 11 014 El Dorado County

Project Schedule

<u>Activity</u>	<u>Date</u>
Negotiation and Agreement of Sales	April-July 2012
El Dorado County BOS Meeting	July-September 2012
Conservancy Approval of Transaction Documents	July-September 2012
Close of Escrow	August-November 2012

Project Budget

<u>Activity</u>	<u>Amount</u>
Acquisitions	\$ 83,320.34
Contingency	\$ 1,679.66
TOTAL	\$ 85,000.00

CTA 11-014
El Dorado-Sawmill 2B BP and ECP (acq)

EXHIBIT C

List of Assurances

(For Acquisition Agreements)

By entering into the foregoing Agreement the applicant assures and certifies that it will comply with Conservancy regulations, policies, guidelines, conditions, and requirements as they relate to the acceptance and use of Conservancy funds for this project. Also, the applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for and receive the grant funds, and to finance and construct the proposed facilities; that where appropriate, a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will manage the project to ensure its completion according to the Project Schedule.
3. It will obtain sufficient funds to complete the Project, over and above the portion borne by the Conservancy and, when the Project is completed, to assure the effective operation and maintenance of the facility for the purposes of the Conservancy grant.
4. It will notify the Conservancy's Executive Director if funds are obtained for Project site improvements from any source other than the Conservancy, and, when plans and specifications for such site improvements are prepared, shall submit such plans and specifications to the Conservancy's Executive Director for review.
5. It will not dispose of or encumber its title or other interests in the site and facilities except as permitted by the Conservancy in writing.
6. It will give the Conservancy, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will, where appropriate, comply with the requirements of the State's Braithwaite Act (Chapter 1574, Statutes of 1971 and related statutes), which provides for fair and equitable treatment of displaced persons.
8. It will comply with the applicable requirements of the California Environmental Quality Act.

EXHIBIT D-1

**California Tahoe Conservancy
Land Acquisition Information Form**

- 1. Project Title: Sawmill 2B Bike Path & Erosion Control Project**
- 2. Assessor's Parcel Number: 033-090-12**
- 3. Parcel Street Address: 1470 Sawmill Rd., South Lake Tahoe, CA 96150**
- 4. Owner's Name: Cass B. Amacker Sr. and Virginia H. Amacker**
- 5. Owner's Mailing Address: 1470 Sawmill Rd., South Lake Tahoe, CA 96150**
- 6. Subdivision Name: 119 - Country Club Meadow**
- 7. IPES Score: Class 5 & Class 1B**
- 8. Assessed Value: \$484,675 Land Improvements: None within Easement Area**
- 9. Approximate % of parcel needed: 2.5%**
- 10. Current fair market value of portion of parcel needed: \$44,041.98**
- 11. Existing improvements, if any: None**
- 12. Reason for acquisition: Construct bike path and drainage improvements**
- 13. Owner contacts made: Yes**
- 14. Owner's response (if the owner is willing, but with conditions, list those conditions): Not determined.**
- 15. Alternatives to acquisition (such as permit or right-of-way entry): None.**
- 16. Attach annotated Assessor's Plat showing proposed acquisition and approximate location of project improvements that will affect the lot. If a creek or other drainageway crosses the property, sketch its approximate location.**

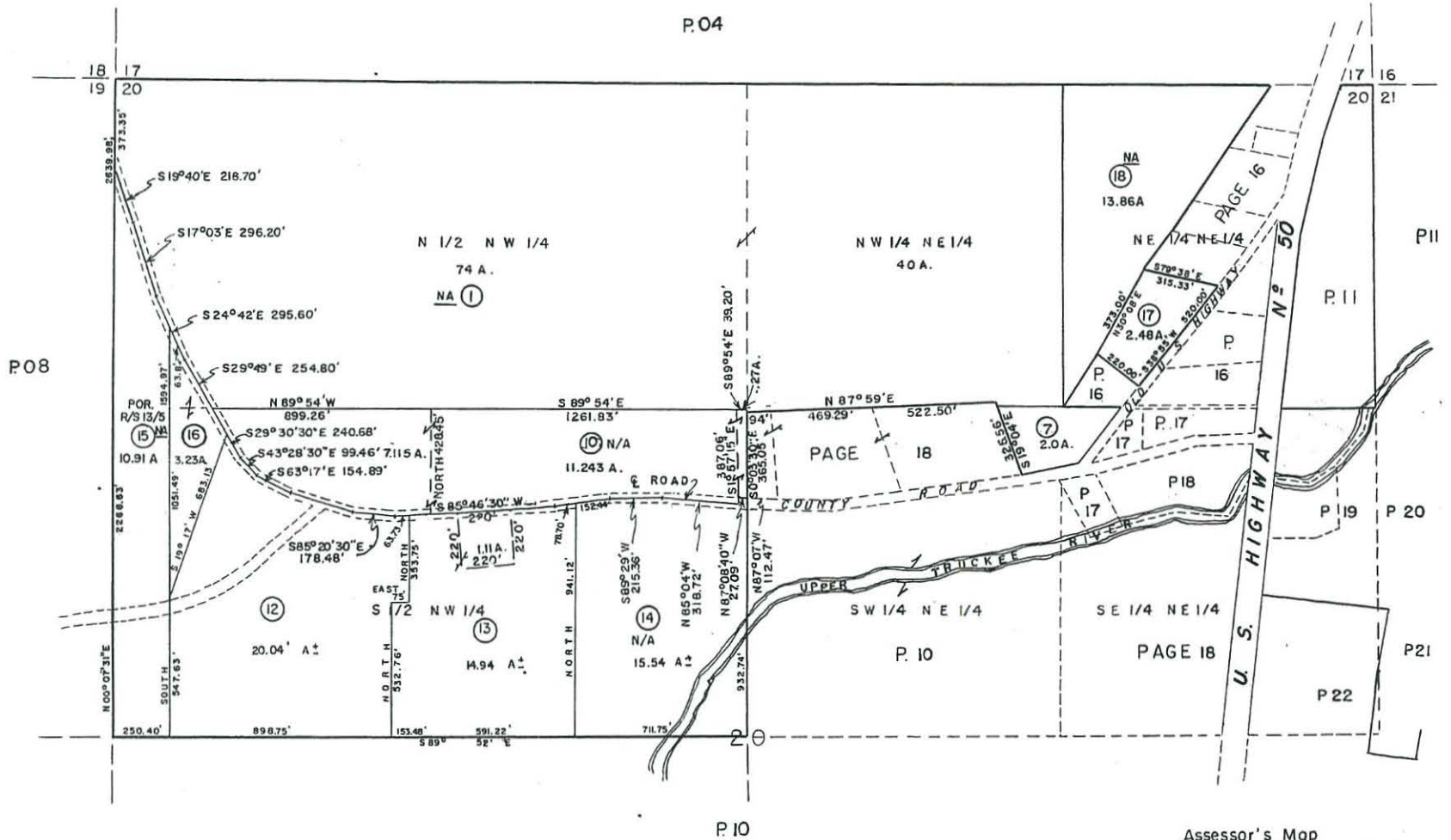
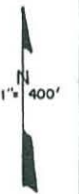


EXHIBIT D-1

Assessor's Map
County of El Dorado, Calif.

12-0580 B 25 of 41

EXHIBIT D-2

**California Tahoe Conservancy
Land Acquisition Information Form**

- 1. Project Title: Sawmill 2B Bike Path & Erosion Control Project**
- 2. Assessor's Parcel Number: 033-090-13**
- 3. Parcel Street Address: 1520 Sawmill Rd., South Lake Tahoe, CA 96150**
- 4. Owner's Name: Betty Ann Bianchi and Robert W. Bianchi, Trustees of the Vera Silberstein Conservator's Trust**
- 5. Owner's Mailing Address: 1520 Sawmill Rd., South Lake Tahoe, CA 96150**
- 6. Subdivision Name: 119 - Country Club Meadow**
- 7. IPES Score: Class 5 & Class 1B**
- 8. Assessed Value: \$51,849 Land Improvements: None within Easement Area**
- 9. Approximate % of parcel needed: 4%**
- 10. Current fair market value of portion of parcel needed: \$20,083.20**
- 11. Existing improvements, if any: None**
- 12. Reason for acquisition: Construct bike path and drainage improvements**
- 13. Owner contacts made: Yes**
- 14. Owner's response (if the owner is willing, but with conditions, list those conditions): Not determined.**
- 15. Alternatives to acquisition (such as permit or right-of-way entry): None.**
- 16. Attach annotated Assessor's Plat showing proposed acquisition and approximate location of project improvements that will affect the lot. If a creek or other drainageway crosses the property, sketch its approximate location.**

N 1/2 SECTION 20, T. 12 N., R. 18 E., M. D. M.

33:09

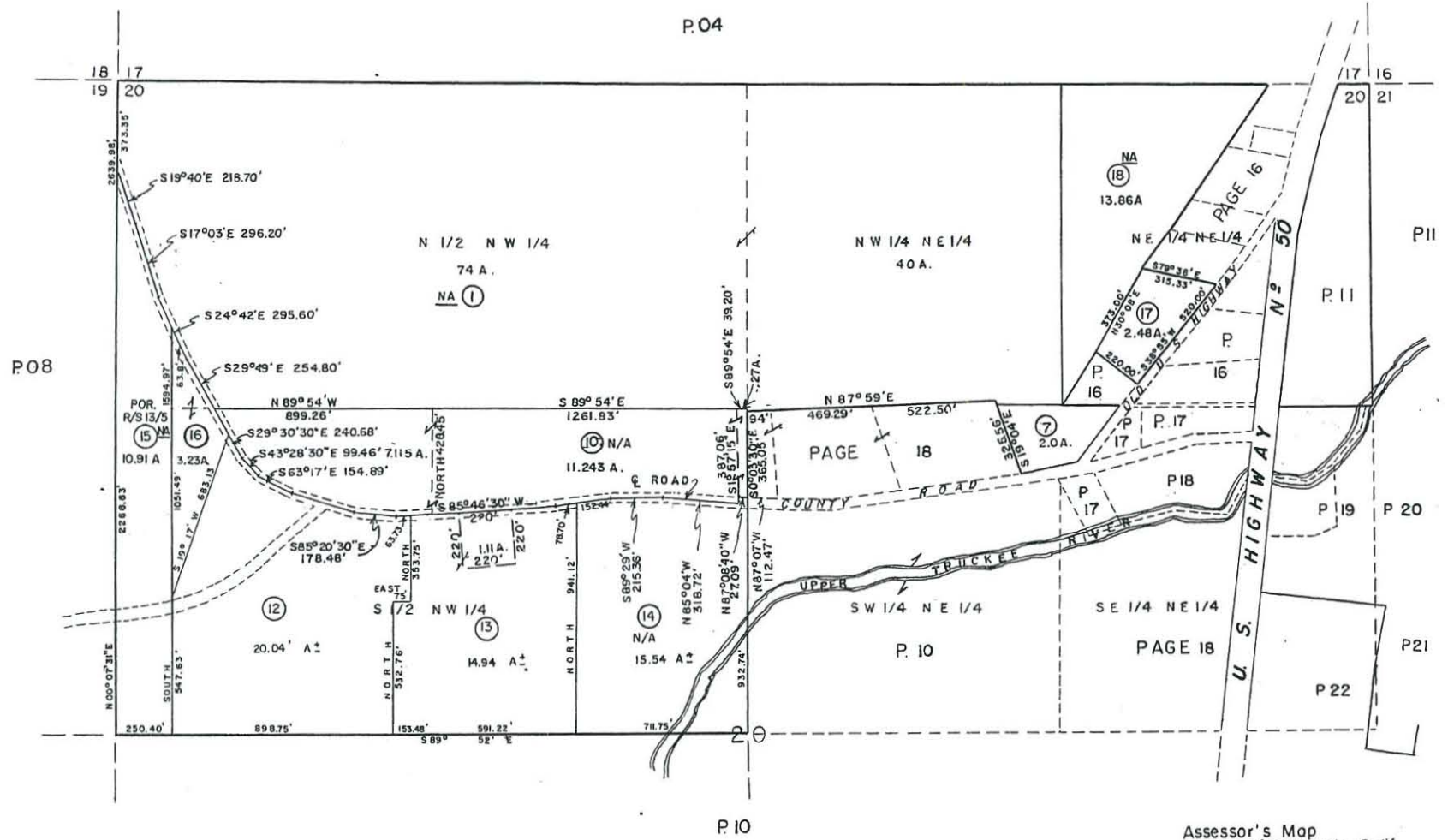


EXHIBIT D-2

Assessor's Map
County of El Dorado, Calif.

EXHIBIT D-3

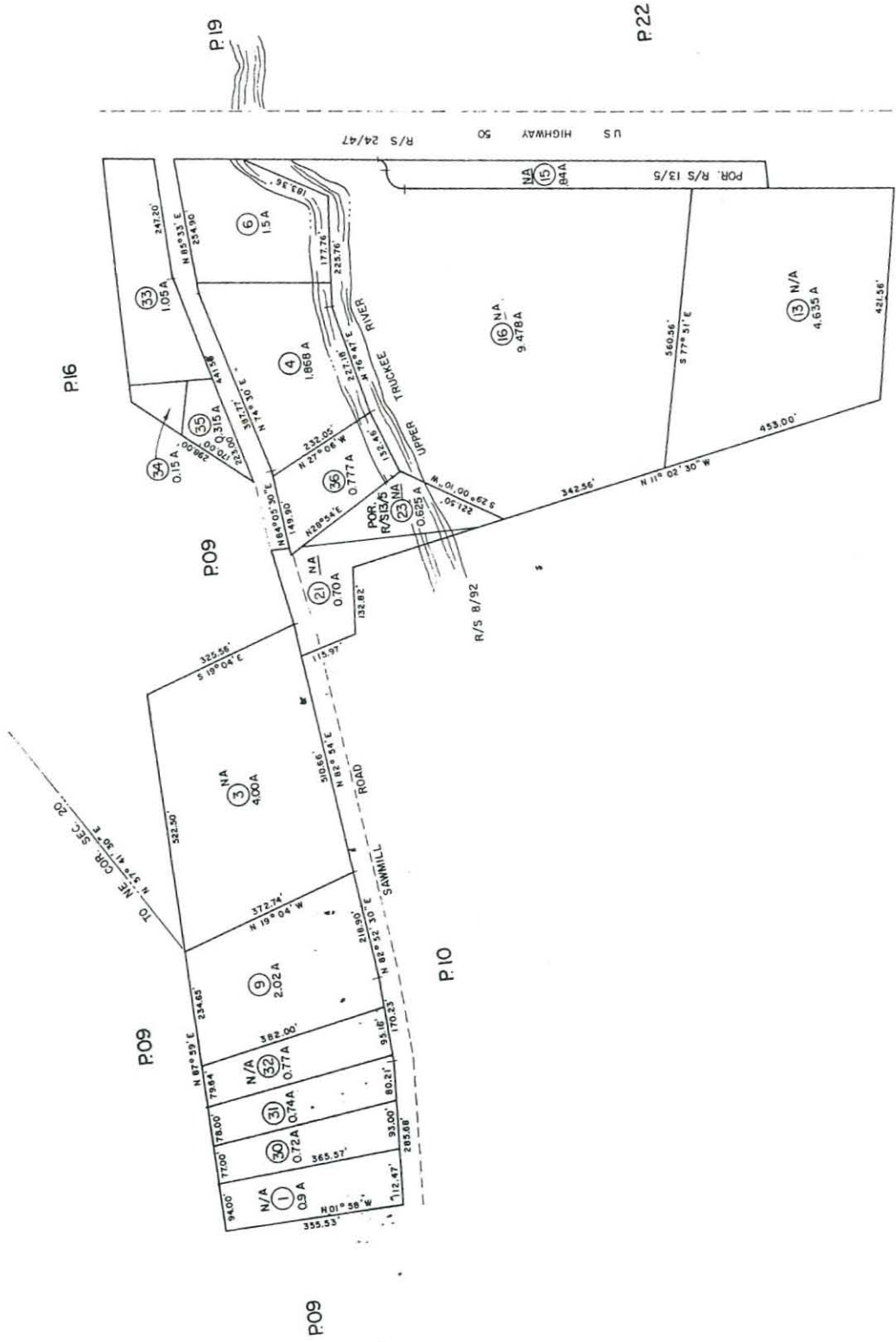
**California Tahoe Conservancy
Land Acquisition Information Form**

- 1. Project Title: Sawmill 2B Bike Path & Erosion Control Project**
- 2. Assessor's Parcel Number: 033-180-04**
- 3. Parcel Street Address: 1728 Sawmill Rd., South Lake Tahoe, CA 96150**
- 4. Owner's Name: Thomas Andrew Yant**
- 5. Owner's Mailing Address: 1728 Sawmill Rd., South Lake Tahoe, CA 96150**
- 6. Subdivision Name: 119 - Country Club Meadow**
- 7. IPES Score: Class 1B**
- 8. Assessed Value: \$423,707 Land Improvements: None within Easement Area**
- 9. Approximate % of parcel needed: 3%**
- 10. Current fair market value of portion of parcel needed: \$13,649.98**
- 11. Existing improvements, if any: Trees**
- 12. Reason for acquisition: Construct bike path and drainage improvements**
- 13. Owner contacts made: Yes**
- 14. Owner's response (if the owner is willing, but with conditions, list those conditions): Not determined.**
- 15. Alternatives to acquisition (such as permit or right-of-way entry): None.**
- 16. Attach annotated Assessor's Plat showing proposed acquisition and approximate location of project improvements that will affect the lot. If a creek or other drainageway crosses the property, sketch its approximate location.**

POR. SEC. 20, T.12N., R.18E., M.D.M.



EXHIBIT D-3



Assessor's Map Bk. 33 - Pg. 18
County of El Dorado, California

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

EXHIBIT D-4

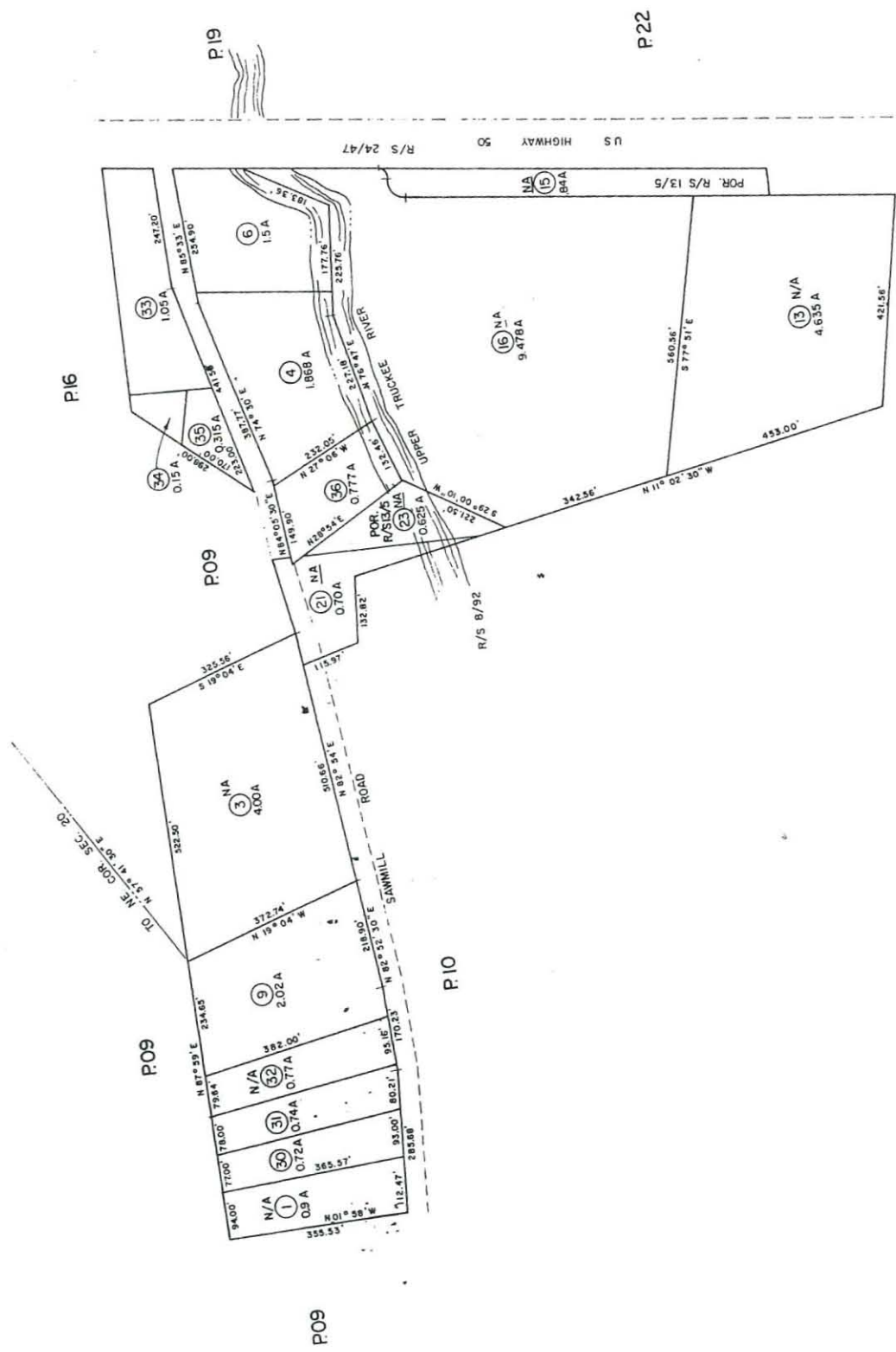
**California Tahoe Conservancy
Land Acquisition Information Form**

- 1. Project Title: Sawmill 2B Bike Path & Erosion Control Project**
- 2. Assessor's Parcel Number: 033-180-36**
- 3. Parcel Street Address: 1720 Sawmill Rd., South Lake Tahoe, CA 96150**
- 4. Owner's Name: Thomas Andrew Yant**
- 5. Owner's Mailing Address: 1728 Sawmill Rd., South Lake Tahoe, CA 96150**
- 6. Subdivision Name: 119 - Country Club Meadow**
- 7. IPES Score: Class 1B**
- 8. Assessed Value: \$85,601 Land Improvements: None within Easement Area**
- 9. Approximate % of parcel needed: 5%**
- 10. Current fair market value of portion of parcel needed: \$7,881.83**
- 11. Existing improvements, if any: Small Wood Enclosure, Trees**
- 12. Reason for acquisition: Construct bike path and drainage improvements**
- 13. Owner contacts made: Yes**
- 14. Owner's response (if the owner is willing, but with conditions, list those conditions): Not determined.**
- 15. Alternatives to acquisition (such as permit or right-of-way entry): None.**
- 16. Attach annotated Assessor's Plat showing proposed acquisition and approximate location of project improvements that will affect the lot. If a creek or other drainageway crosses the property, sketch its approximate location.**

POR. SEC. 20., T.12N., R.18E., M.D.M.



EXHIBIT D-4



Assessor's Map Bk. 33 - Pg. 18
County of El Dorado, California

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

EXHIBIT E

Model Deed Language

SUBJECT to a right of entry by the STATE OF CALIFORNIA ("State") in the event that any essential term or condition of that certain grant agreement for the acquisition of real property, No. _____ entered into between State, acting by and through the California Tahoe Conservancy and _____ (jurisdiction) on _____, 20__, is violated. Exercise of said right of entry shall be by State's recordation of a notice of the default of _____ (jurisdiction) under said agreement, and shall have the effect of vesting full _____ (jurisdiction) title to the hereinabove described real property in State at the expiration of thirty (30) days from the recordation of said notice.

The right of entry created herein is subject to the provisions of California Civil Code Section 885.010 - 885.070, and shall be construed in accordance with said provisions (or successor statutes).

REQUEST FOR DISBURSEMENT TO
GRANTEE FOR ACQUISITION EXPENSES

Invoice No.* _____
(State Controller: Please enter this number
on the remittance advice.)

TO: California Tahoe Conservancy
1061 Third Street
South Lake Tahoe, CA 96150

Date of this request:	Contract No:		
Project Title:			
Name of Grantee (local government entity):			
Contact Person:		Phone No.:	
Street Address or P.O. Box:			
City:		State:	Zip:
Amount:			

If there are any questions regarding the completion of this form please call your Conservancy Project Manager at (530) 542-5580.

Grantee Project Coordinator:

*Use the five digits of the Conservancy contract number followed by a hyphen and the number of this invoice (e.g., 99070-1).

**REQUEST FOR DISBURSEMENT TO
GRANTEE**

Detail of Costs Payable to Grantee

Invoice No.: _____

Budget Item	Service(s) Provided	Amount
		Total:
		Total:
		Total:
		Total:
		Total:
		Total:

Total Amount Requested (must match amount on front of this form):

Budget Status Summary

Approved Budget	Total Previous Charges	Balance After Previous Invoice	Total Charges this Invoice

Grantee: DO NOT WRITE BELOW THIS LINE. FOR CONSERVANCY USE.

CTC Accounting Code:	Data Entry:
Object Code:	
Item:	Appropriation:

REQUEST FOR DISBURSEMENT TO
GRANTEE

Cost Breakdown for Grantee Labor Charges This Period

Invoice No.: _____

<u>Employee</u>	<u>Labor Costs</u>	<u>\$/hr</u>	<u>x</u>	<u>Hours=Amount</u>
-----------------	--------------------	--------------	----------	---------------------

TOTAL: \$ _____

**REQUEST FOR DISBURSEMENT TO
ESCROW FOR ACQUISITION EXPENSES**

Invoice No.* _____
(State Controller: Please enter this number
on the remittance advice.)

TO: California Tahoe Conservancy
1061 Third Street
South Lake Tahoe, CA 96150

Date of this request:	Contract No:		
Project Title:			
Name of Grantee (local government entity):			
Contact Person:		Phone No.:	
Street Address or P.O. Box:			
City:		State:	Zip:
<p>The following copies of documents must be attached for each parcel in order for the Conservancy to process this request:</p> <ol style="list-style-type: none"> 1. Appraisal(s) 2. Preliminary Title Report(s) 3. Agreement(s) for Purchase and Sale 4. Escrow Instructions 5. Deed(s) or other Instruments of Conveyance 			
Amount:			
Payable to (Title Company):			
Street Address or P.O. Box:			
City:		State:	Zip:

If there are any questions regarding the completion of this form please call your Conservancy Project Manager at (530) 542-5580.

Grantee Project Coordinator:

*Use the five digits of the Conservancy contract number followed by a hyphen and the number of this invoice (e.g., 99070-1).

**REQUEST FOR DISBURSEMENT TO
ESCROW**

Detail of Costs Payable to ESCROW

Invoice No.: _____

List each APN with detail of costs and total amount for each parcel and total amount for this request. If more than six (6) parcels are being entered into escrow, copy this page only and use for additional parcels.

APN No.	Service(s) Provided	Amount
		Total:
		Total:
		Total:
		Total:
		Total:
		Total:
Total Amount Requested (must match amount on front of this form):		

Budget Status Summary

Approved Budget	Total Previous Charges	Balance After Previous Invoice	Total Charges this Invoice

Grantee: DO NOT WRITE BELOW THIS LINE. FOR CONSERVANCY USE.

CTC Accounting Code:	Data Entry:
Object Code:	
Item:	Appropriation:

Exhibit G
SIGN GUIDELINES
Proposition 84

Authority:

All projects funded by Proposition 84 the “The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, must include a posted sign acknowledging the source of the funds following guidelines developed by the Resources Agency.

Purpose:

To inform the public that the 2006 Bond Act they voted for is providing public benefits throughout the State and that their Bond dollars are at work and helping make California a better place to live. This message will reinforce the need for additional funding for similar projects.

Universal Logo:

All signs will contain a universal logo that will be equated with the 2006 Bond Act statewide. The logo will be on a template, available through the internet (www.resources.ca.gov/bonds)

Tier I and Tier II:

For the purpose of the sign guidelines only, all projects are divided into Tier I and Tier II projects:

Tier I: Projects using less than \$750,000 of Bond Act Funds.

Tier II: Projects using more than \$750,000 of Bond Act Funds and/or projects situated in areas of high public visibility. (such as near a freeway intersection).

(Archaeological sites are excluded)

Minimum Requirements: Tier I

The universal logo must be mounted in an area to maximize visibility and durability. The logo must be a minimum of 2’x2’. There is no maximum size. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appreciate. The logo must be posted no later than project completion.

A larger sign that includes the logo, other wording and acknowledgements may be posted. There is no maximum number of signs.

Minimum Requirements: Tier II

Two signs are required per project, one during construction and one upon completion.

Sign while under construction:

The sign will use a white background and will contain the logo and the following language:

(Description of Project)

**Another project to improve California's water quality
funded by Proposition 84 the 2006
Clean Water Bond –**

Edmund G. Brown, Jr., Governor

Recommended size of signs while under construction: minimum of 4'x 8'.

Project completion Sign

Upon completion of all Tier II projects, a sign will be posted that includes the Bond Logo. The logo on the sign must be a minimum of 2'x 2' and include the following wording:

(Description of Projects)

**Another project to improve California water quality
funded by Proposition 84 the 2006
Clean Water Bond – (in large font)**

John Laird, Secretary for Natural Resources Agency

Edmund G. Brown, Jr., Governor

The name of the director of the logo agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the project.

Sign Construction:

All material used shall be durable and able to resist the elements and graffiti. State Parks and Cal Trans standards can be used as a guide for gauge of metal, quality of points used, mounting specifications, etc.

Sign Duration:

The goal is to have project signs in place for a lengthy period of time, preferably a minimum of 2 years for Tier I project signs and 4 years minimum for Tier II projects signs.

Sign Cost:

The cost of the sign(s) is an eligible project cost. Application should consider potential replacement cost as well. More durable signage encouraged; e.g. bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings etc.

Appropriateness of Signs:

For projects where the required sign may be out of place (such as some refurbished cultural and historic monuments and buildings), the project officer/grants administrator in consultation with the application may authorize a sign that is tasteful and appropriate to the project in question. Alternate signage must be immediately recognized as a clean Water Bond sign.

Sign on State Highways:

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.

EXHIBIT H

Eligible Project Costs for Acquisition Grants

Eligible costs - The Conservancy will continue to fund up to 100% of eligible project costs for acquisition of interests in land directly or substantially related to soil erosion control activities.

For acquisition grants, eligible acquisition costs are limited to the current fair market value of the interest(s) being acquired less the amount of any other State funds being applied to the purchase price. Acquisitions must be from willing sellers. Eligible acquisition costs also include related escrow, title, and other closing costs, including document preparation and review, and project administration costs, including negotiation, surveying and related transaction expenses.

Funds from Proposition 12 and 40 funds may only be used for acquisition of property from willing sellers.

Travel and Meal (Per Diem) Costs:

Travel and per diem expenses for grantee staff and Professional Services Contracts are eligible for reimbursement at state rates in accordance with the current California Department of Personnel Administration (DPA) provisions related to DPA Rules for Excluded Employees. Out-of-state travel cannot be reimbursed without prior written authorization from the Conservancy. Per Diem rates under construction contracts shall be eligible in accordance with the California Labor Code.