

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

**Meeting of
October 31, 2006**

AGENDA TITLE: Acquisition of Placerville Union Cemetery

DEPARTMENT: Chief Administrative Office

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: Jim Wiltshire

DATE: 10/25/2006

PHONE: 5569

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

Approve the following actions to provide for the transfer of the Placerville Union Cemetery from the Placerville Union Cemetery Inc., to the County of El Dorado:

- 1) Adopt Resolutions establishing the Placerville Union Cemetery Trust Fund,
- 2) Adopt Resolution setting fees for the Placerville Union Cemetery services,
- 3) Authorize Vice -Chairman to sign MOU with the City of Placerville,
- 4) Authorize Vice-Chairman to sign the Notice of Exemption and direct staff to file and post same, and
- 5) Authorize the Vice-Chair to sign the acquisition agreement, certificate of acceptance of grant deed, escrow instructions and all other documents necessary to transfer title of the Placerville Union Cemetery from Placerville Union Cemetery, Inc., to the County of El Dorado.

CAO RECOMMENDATIONS:

Recommend Approval
James Wiltshire

Financial impact? () Yes (X) No

Funding Source: () Gen Fund (X) Other

BUDGET SUMMARY:

Other: Proceeds from Endowment Fund

Total Est. Cost \$64,603.00

Funding

CAO Office Use Only:

Budgeted \$64,603.00

4/5's Vote Required () Yes () No

New Funding

Change in Policy () Yes () No

Savings

New Personnel () Yes () No

Other

CONCURRENCES:

Total Funding \$64,603.00

Risk Management

Change in Net County Cost \$0.00

County Counsel

Other

***Explain** Maintenance and improvements were included in the FY 2006-07 Final Budget.

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 6/04 ISKW001 Agenda

**I hereby certify that this is a true and correct copy of
an action taken and entered into the minutes of the
Board of Supervisors**

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____



The County of El Dorado

Chief Administrative Office

Laura S. Gill, Chief Administrative Officer

Jim Wiltshire

Assistant Chief Administrative Officer

Phone (530) 621-5569

Fax (530) 626-5730

October 24, 2006

TO: Board of Supervisors

RE: Transfer of Title for Placerville Union Cemetery

Recommendation: Authorize the Vice-Chair to sign all documents necessary to transfer title of the Placerville Union Cemetery from Placerville Union Cemetery, Inc., (PUC, Inc.) to the County of El Dorado.

Reason for Recommendation: On December 5, 2005 the Board of Supervisors provided direction to the Chief Administrative Office to proceed in the transfer of the cemetery to the County. At that time the State of California, Department of Consumer Affairs, Cemetery and Funeral Bureau had notified both the Board of Supervisors and the Placerville City Council of its desire to have either entity assume legal possession and control of the Placerville Union Cemetery. Due to the lack of attention to a permanent management solution the State of California has informed all interested parties that the Bureau will be forced to initiate action to revoke the cemetery license. In essence, this would mean permanent closure of the cemetery to burials.

To that end, significant steps have been taken over the course of the past ten months. The two bank accounts held by PUC, Inc. have been liquidated and closed. The balances of these accounts have been deposited in the County treasury in a trust fund for the sole purpose of funding the improvements and maintenance of the cemetery. Staff is in the process of liquidating PUC, Inc.'s remaining account with Franklin Templeton Investments and will deposit those funds in the trust fund. The total estimated amount of the endowment fund is \$243,000.

At its regularly scheduled meeting on September 5, 2006 the City of Placerville Planning Commission made the finding that the transfer of ownership to the county and the County's intended actions to maintain and operate the cemetery is consistent with the City's General Plan. This correspondence is attached. County staff believes that the project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the State CEQA Guidelines, by virtue that the transfer of ownership is simply to accommodate maintenance of the existing facility

The City of Placerville is considering a share of the operating costs by waiving water fees. The Placerville City Council is scheduled to consider the fee waiver at its October 24, 2006 meeting and the City Resolution and MOU are attached. In addition the city staff has been very cooperative in discussions related to security and minor improvements that will lead to less vandalism. Their cooperation was precipitated by the work General Services has undertaken in the past few months. Particularly note worthy were the improvements to the sprinkler system, re-roofing of the older crypt buildings and removal of dead and dying trees. A contract with El Dorado Land Survey is being processed for a Record of Survey and a contract for monthly landscape maintenance is in place.

In order to transfer to property to the county the items listed below require the Vice-Chairman to signature. In addition General Services have opened escrow to accommodate the transfer and recording of documents. The Boards' Cemetery Advisory Committee has worked with General Services staff to develop the cost structure in the attached Resolutions that establish fees for cemetery services.

Fiscal Impact: The proceeds from the endowment fund will allow for a minimum of five years operation with some facility improvements without a General Fund impact. The following is a five-year projection of revenues and expenses.

Revenues					
El Dorado Savings & US Bank	\$116,000				
Franklin Templeton Investments	127,000				
Total Endowment Receipts	\$243,000				
Expenses	FY 2006-07	FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11
Facility Maintenance	\$21,000	\$22,050	\$23,153	\$24,310	\$25,526
Facility Improvements					
Closing Costs	1,603				
Re-Roof Crypts	23,000				
Sprinkler Improvements	2,000				
Tree Trimming Services	8,000				
Record of Survey	8,000				
Motion Lights & Locks	500				
Driveway Repaved		6,000			
Pythian Improvements		10,000			
Install Fencing		29,500			
Total Expenses	\$64,603	\$67,550	\$23,153	\$24,310	\$25,526
Fund Balance	\$243,000	\$187,317	\$125,755	\$107,733	\$87,594
Net Minus Expenses	178,397	119,767	102,603	83,423	62,068
Interest Earnings @ 5%	8,920	5,988	5,130	4,171	3,103
Fund Balance Available	\$187,317	\$125,755	\$107,733	\$87,594	\$65,172

It is anticipated that the fee schedule would generate \$100,000 in revenue for the remaining crypts and niches. The only one-time expense of \$99,000 for a Plot Map is not budgeted. It is recommended that all revenues be set aside over time to pay for the Plot Map expense.

County Cost: None.

Action to be taken following approval:

Approve the following actions to provide for the transfer of the Placerville Union Cemetery from the Placerville Union Cemetery Inc., to the County of El Dorado:

- 1) Adopt Resolutions establishing the Placerville Union Cemetery Trust Fund,
- 2) Adopt Resolution setting fees for the Placerville Union Cemetery services,
- 3) Authorize Vice -Chairman to sign MOU with the City of Placerville,

- 4) Authorize Vice-Chairman to sign the Notice of Exemption and direct staff to file and post same, and
- 5) Authorize the Vice-Chair to sign the acquisition agreement, certificate of acceptance of grant deed, escrow instructions and all other documents necessary to transfer title of the Placerville Union Cemetery from Placerville Union Cemetery, Inc., to the County of El Dorado.

CONTRACT ROUTING SHEET

Date Prepared: 10/4/06Need Date: 10/6/06**PROCESSING DEPARTMENT:**Department: General Services**CONTRACTOR: N/A**Name: Resolutions: Fees and
Endowment Case for
Placerville Union CemeteryDept. Contact: Jordan Postlewait/PJ Patton

Address: _____

Phone #: 5330/7404

Phone: _____

Department _____

Head Signature: Joanne M. Narloch**CONTRACTING DEPARTMENT:**General Services DepartmentService Requested: Review Resolutions

Contract Term: _____ Contract/Amendment Value: _____

Compliance with Human Resources requirements? Yes: _____ No: _____

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)Approved: _____ Disapproved: ✓ Date: 10/16/06 By: D. LivingstonApproved: _____ Disapproved: _____ Date: 10/25/06 By: D. Livingston

* DUE TO THE NUMBER OF RESOLUTIONS I HAVE REQUESTED, I HAVE
DISAPPROVED THE RESOS SO THAT I CAN REVIEW THEM AGAIN
PRIOR TO SUBMISSION TO THE BOARD.

AS REVIEWED BY THE CAO'S OFFICE.

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)Approved: ✓ Disapproved: _____ Date: 10-25-06 By: [Signature]

Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____

Approved: _____ Disapproved: _____ Date: _____ By: _____



RESOLUTION NO.
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO
RESOLUTION ESTABLISHING A TRUST FUND FOR THE PLACERVILLE UNION
CEMETERY

WHEREAS, the Board of Supervisors of the County Of El Dorado created Ordinance # 4340 for the governance of cemeteries within its jurisdiction pursuant to the California Health and Safety Code, Division 8, Parts 1, 2, and 5; and

WHEREAS, on February 28, 2006 the Board directed staff to work with the Placerville Union Cemetery, Inc., through its agent to effect a conveyance of the Placerville Union Cemetery and its records to the County, in order for the County to assume ownership, operations and maintenance of said cemetery; and

WHEREAS, the Board approved Resolution No# _____ setting fees for the Placerville Union Cemetery on _____ ; and

WHEREAS, the Board of Supervisors wishes to assure that the burial plots, crypts, niches, mausoleums, headstones, copings and surrounding grounds located at the Placerville Union Cemetery are maintained in a presentable condition; and

WHEREAS, the Placerville Union Cemetery Trust Fund would ensure the financial ability to adequately maintain such plots, crypts, niches, mausoleums, headstones, copings and surrounding grounds; and

WHEREAS, the Board finds it is in the best interest of the community to establish an Trust Fund to capture those fees collected for cemetery maintenance and improvements.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby resolves and determines as follows:

1. A Trust Fund for the Placerville Union Cemetery is hereby established and created in the Treasury of the County of El Dorado.
2. All funds of the Placerville Union Cemetery, Inc. accounts shall be liquidated and deposited into Placerville Union Trust Fund.
3. Commencing on the effective date of this Resolution, a non-refundable fee will be collected at time of sale for any crypt, niche or plot, provided however, that such

RESOLUTION NO. _____
PLACERVILLE UNION CEMETERY TRUST FUND
PAGE TWO

charge can be reduced or increased by Resolution of the Board of Supervisors.

4. All funds expended from the Placerville Union Cemetery Trust Fund requires approval of the Board of Supervisors through the annual budget process. No administrative costs can be recovered in the use of these funds.
5. The Placerville Union Cemetery Trust Fund shall be invested and reinvested consistent with the manner defined in Section 9066 of the California Health and Safety Code.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the _____ day of _____, 200__, by the following vote of said Board:

Attest:
Cindy Keck
Clerk of the Board of Supervisors

Ayes:
Noes:
Absent:

By: _____
Deputy Clerk

Chairman, Board of Supervisors

I CERTIFY THAT:
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE: _____

Attest: CINDY KECK, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: _____



RESOLUTION NO.
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

RESOLUTION SETTING FEES FOR PLACERVILLE UNION CEMETERY

WHEREAS, the Board of Supervisors of the County Of El Dorado created Ordinance #4340 for the governance of cemeteries within its jurisdiction pursuant to the California Health and Safety Code, Division 8, Parts 1, 2 and 5; and

WHEREAS, the Board finds it is in the best interest of the County to establish an Placerville Union Cemetery Trust Fund by Resolution #_____ for future maintenance of said cemetery on this date; and

WHEREAS, the Board finds it in the best interest of the residents of the County to establish a Schedule of Fees to be charged for the purchase of plots, crypts, and niches, for said cemetery; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby resolves and determines as follows:

1. The following fees shall be applicable to services provided at Placerville Union Cemetery as follows:

a. Plot (single depth)		
Purchase Charge	\$	500
Endowment Care Fee	\$	400
b. Cremain Plot (single depth)		
Purchase Charge	\$	250
Endowment Care Fee	\$	200
c. Crypt (single depth)		
Purchase Charge	\$	1,500
Endowment Care Fee	\$	1,000
d. Crypt (double depth)		
Purchase Charge	\$	3,000
Endowment Care Fee	\$	1,000
e. Niche (single depth)		
Purchase Charge	\$	600
Endowment Care Fee	\$	500

PAGE TWO

RESOLUTION # _____

2. The Cemetery Director shall have authority to require payment of any additional fees for services deemed necessary in connection with interment or disinterment.
3. Any change in said Schedule of Fees shall be made by Resolution of the Board of Supervisors.
4. Fees for opening and closing and/or disinterment of graves, crypts and niches will be based on the fees charged by the vendor contracted by the County to provide such services.
5. Fees paid at point of sale for plots, crypts and niches are for the right to be interred only and do not confer any fee ownership interest in the underlying land. Said fees are non-refundable. The rights conferred by payment of said fees may not be transferred without the prior written consent of the Cemetery Director.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the _____ day of _____, 200__, by the following vote of said Board:

Attest:

Cindy Keck
Clerk of the Board of Supervisors

Ayes:

Noes:

Absent:

By: _____
Deputy Clerk

Chairman, Board of Supervisors

I CERTIFY THAT:

THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DATE: _____

Attest: CINDY KECK, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: _____



City of Placerville MEMORANDUM

DATE: October 24, 2006

TO: City Council

FROM: John Driscoll, City Manager/City Attorney

SUBJECT: **PLACERVILLE UNION CEMETERY / MEMORANDUM OF
UNDERSTANDING WITH EL DORADO COUNTY**

RECOMMENDATION

That the City Council adopt a resolution authorizing the execution of a Memorandum of Understanding (MOU) with El Dorado County for water service and maintenance of the Placerville Union Cemetery.

DISCUSSION

The Placerville Union Cemetery is located on Bee Street, across from the Sequoia Restaurant. The Cemetery dates back to the mid-1870's and represents a significant historical site within the City of Placerville. Over the years, the Cemetery has been operated by Placerville Union Cemetery, Inc., a non-profit corporation. Attrition to the corporation's board of directors has reduced its number to where it can no longer effectively operate the Cemetery.

For the past several years, the Cemetery has, in essence, been operated by the Green Valley Mortuary, which has assisted the remaining board members in attempting to manage the day-to-day affairs of the Cemetery; however, Green Valley is not willing to continue. The situation has deteriorated to the point where the State of California, Department of Consumer Affairs, Cemetery and Funeral Bureau, has advised the County that unless the County or some other responsible entity takes over the operation of the Cemetery, the State will intervene. State intervention would mean that the Cemetery would be closed, the gates would be locked and very little maintenance, if any, would occur.

The remaining board members have approached both the City and the County requesting that one of the two entities take over the operation of the Cemetery in order to prevent it from falling into the control of the State of California. Unfortunately, the City is not in the position to take over the operation of the Cemetery, as the City does not have the resources available to operate the Cemetery. However, the County, which operates several cemeteries in El Dorado County, has

the existing resources with which to take over the operation of the Cemetery, and has agreed to do so. The County is in the process of acquiring title to the Cemetery from the corporation and, as part of that process, the City Planning Commission has made a finding that the transfer to the County is consistent with the City's General Plan.

In addition to operating the Cemetery and conducting routine maintenance to the Cemetery, the County will be making certain improvements to the Cemetery, including the following: replacing the electrical panel box; installing a new sprinkler system; installing new chain link fencing; tree trimming and removal of dead trees; resurfacing roadways; and minor improvements to damaged headstones. Having the County not only take over the operation of the Cemetery, but also embark on these improvements, is a substantial benefit to the City of Placerville.

As mentioned previously, the Cemetery represents a significant historical landmark within the City, and it is located within a very visible and sensitive area of the City. It would have been a disaster to have the Cemetery fall under the control of the State of California and have its gates locked, with little or no maintenance thereafter.

In order to help offset the cost of maintaining the Cemetery, the County has requested some assistance from the City with respect to the operation of the Cemetery. Specifically, the City provides water service to the Cemetery, and the County has requested that the City not charge the County for that water service. The irrigation system for the Cemetery has previously been in a state of disrepair and of concern to the City because of the amount of water loss as a result of the faulty system; however, the County has already initiated repairs to that system which have produced a significant reduction in the amount of water being used at the Cemetery. Because of this, staff is recommending that the City provide water to the Cemetery at no cost to the County. The cost of providing water to the Cemetery is approximately \$6,000.00, and this cost would be absorbed by the City's Water Enterprise Fund. Staff feels that this cost is more than offset by the benefit the City receives as a result of the County maintaining this facility.

The proposed MOU with the County memorializes the County's agreement to maintain the Cemetery, as well as the City's agreement to provide water service to the Cemetery free of charge. The MOU can be modified by mutual consent and can be terminated by either party on 90 days' notice.

FISCAL IMPACT

The fiscal impact of the requested action is approximately \$6,000.00 to the Water Enterprise Fund. This expense can be absorbed in the operating expenses of the Water Enterprise Fund.

Respectfully submitted,

Reviewed for fiscal impact:

John Driscoll
City Manager/City Attorney

Dave Warren
Finance Director

ASSIGNMENT

DATE 10-25-06

ATTORNEY DJR

DEPT./INDEX NO. 021000

BY: Date Prepared: 10/25/06

MOU WITH CITY OF PLACERVILLE RD.

PLACERVILLE UNION CEMETERY

Contract #: _____

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: ADMIN

Dept. Contact: WILTSHIRE

Phone #: 5569

Department

Head Signature: [Signature]

CONTRACTOR:

Name: N/A

Address: _____

Phone: _____

Need Date: 10/25/06

CONTRACTING DEPARTMENT:

Service Requested: _____

Contract Term: _____ Contract/Amendment Value: _____

Compliance with Human Resources requirements? Yes: ☐ No: ☐

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ☒ Disapproved: ☐ Date: 10/25/06 By: D. Lindgren

Approved: ☐ Disapproved: ☐ Date: _____ By: _____

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ☒ Disapproved: ☐ Date: 10-25-06 By: [Signature]

Approved: ☐ Disapproved: ☐ Date: _____ By: _____

OCT 25 2006

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:

Approved: ☐ Disapproved: ☐ Date: _____ By: _____

Approved: ☐ Disapproved: ☐ Date: _____ By: _____

C.A.O.
EL DORADO COUNTY

2006 OCT 25 PM 12:38



City of Placerville

3101 Center Street
Placerville, California 95667
(530) 621-CITY
Fax: (530) 642-5538

October 25, 2006

El Dorado County Chief Administrative Office
Mr. Jim Wiltshire, Assistant Chief Administrative Officer
330 Fair Lane
Placerville, CA 95667

Dear Mr. Wiltshire:

Enclosed is a certified copy of Resolution No. 7443, Authorizing the Execution of a Memorandum of Understanding With El Dorado County for Maintenance and Water Service for the Placerville Union Cemetery, and two originally signed agreements. Please return one original, fully executed agreement to:

City of Placerville
Attention: Susan Zito, CMC, City Clerk
3101 Center Street
Placerville, CA 95667

If you have any questions regarding the enclosed, please do not hesitate to contact me at (530) 642-5531.

Sincerely,

Susan C. Zito, CMC
City Clerk/Human Resource Officer

Enclosure

RESOLUTION NO. 7443

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACERVILLE AUTHORIZING THE EXECUTION OF A MEMORANDUM OF
UNDERSTANDING WITH EL DORADO COUNTY FOR MAINTENANCE AND
WATER SERVICE FOR THE PLACERVILLE UNION CEMETERY**

WHEREAS, the Placerville Union Cemetery has been in existence for over two hundred years and represents a significant historical site within the County of El Dorado and the City of Placerville; and

WHEREAS, the Placerville Union Cemetery has previously been owned and operated by the Placerville Union Cemetery, Inc., a non-profit corporation (hereinafter referred to as "the Corporation"); and

WHEREAS, the Corporation can no longer efficiently operate and manage the Cemetery; and

WHEREAS, the State of California has indicated that unless the City or the County takes over the management of the Cemetery, the State of California will take over the Cemetery, close it, and lock its gates; and

WHEREAS, both the City and County feel that such an action would not be in the best interest of the citizens of El Dorado County and the City of Placerville; and

WHEREAS, El Dorado County is willing to take over the operation and management of the Cemetery, and is in the process of acquiring title to the real property which comprises the Cemetery site; and

WHEREAS, the City provides water service to the Cemetery, and the County has requested that the City assist it in the maintenance of the Cemetery by providing water service to the Cemetery at no cost to the County; and

WHEREAS, it is in the best interest of the citizens of both the City and the County that the Cemetery be maintained in a proper manner,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Placerville that the City Manager is authorized to execute a Memorandum of Understanding with El Dorado County for maintenance and water service for the Placerville Union Cemetery, in substantially the same form and content as the Memorandum of Understanding attached hereto and by reference made a part hereof.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placerville held on October 24 2006, by Councilmember Washburn, who moved its adoption. The motion was seconded by Councilmember Colvin. A poll vote was taken which stood as follows:

AYES: Acuna, Colvin, Hagen, Rivas, Washburn

NOES: None

ABSTAIN: None

ABSENT: None

Pierre Rivas
Pierre Rivas, Mayor

ATTEST:

Susan Zito
Susan Zito, City Clerk

THE FOREGOING IS A FULL TRUE AND
CORRECT COPY OF THE ORIGINAL
RECORD IN THE OFFICE OF THE CITY
CLERK OF THE CITY OF PLACERVILLE
COUNTY OF EL DORADO, STATE OF
CALIFORNIA.

DATED THIS 25th DAY OF Oct 2006

Susan Zito
CITY CLERK

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF PLACERVILLE AND THE COUNTY
OF EL DORADO FOR MAINTENANCE AND WATER SERVICE FOR
THE PLACERVILLE UNION CEMETERY**

This Memorandum of Understanding (MOU) is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and the City of Placerville, a municipal corporation (hereinafter referred to as "City").

Recitals

WHEREAS, the Placerville Union Cemetery has been in existence for over two hundred years and represents a significant historical site within the County of El Dorado and the City of Placerville; and

WHEREAS, the Placerville Union Cemetery has previously been owned and operated by the Placerville Union Cemetery, Inc., a non-profit corporation (hereinafter referred to as "the Corporation"); and

WHEREAS, the Corporation can no longer efficiently operate and manage the Cemetery; and

WHEREAS, the State of California has indicated that unless the City or the County takes over the management of the Cemetery, the State of California will take over the Cemetery, close it, and lock its gates; and

WHEREAS, both the City and County feel that such an action would not be in the best interest of the citizens of El Dorado County and the City of Placerville; and

WHEREAS, El Dorado County is willing to take over the operation and management of the Cemetery, and is in the process of acquiring title to the real property which comprises the Cemetery site; and

WHEREAS, the City provides water service to the Cemetery, and the County has requested that the City assist it in the maintenance of the Cemetery by providing water service to the Cemetery at no cost to the County; and

WHEREAS, it is in the best interest of the citizens of both the City and the County that the Cemetery be maintained in a proper manner,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Agreement

1. The County shall take over the operation and maintenance of the Placerville Union Cemetery, providing routine landscaping and maintenance, as well as irrigation. The County shall use its best efforts to maintain the Cemetery and keep the irrigation lines in a state of good repair. Additionally, the County shall make the necessary improvements to the irrigation system in order to prevent unreasonable loss of water.

2. The City shall provide water service to the Cemetery at no charge to the County.

3. The County will comply with all federal, state and local laws and ordinances, which are or may be applicable to the operation of the Cemetery.

4. The County is, and shall be at all times, deemed independent and shall be held responsible for the acts of County employees, associates, agents and contractors, if any, in connection with the operation of the Cemetery.

5. Either party may terminate this MOU upon ninety (90) days' written notice to the other party.

6. All notices to be given by the parties hereto shall be in writing and shall be served by depositing the same in the United States Mail, postage prepaid and return receipt requested. Notices to the County shall be in duplicate and addressed as follows:

County of El Dorado
360 Fair Lane
Placerville, CA 95667
Attn: Director, General Services

or to such other location as the County directs. Notices to the City shall be addressed as follows:

City of Placerville
3101 Center Street
Placerville, CA 95667
Attn: City Manager

or to such other location as the City directs.

7. This MOU may be amended by the mutual consent of the parties hereto. Said amendment shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

8. The parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalves are fully authorized to do so by law or other appropriate instrument, and to bind said parties to the obligations set forth herein.

9. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

10. Any dispute resolution arising out of this MOU, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

COUNTY OF EL DORADO:

Dated: _____

By: _____

Signature

Name

Title

CITY OF PLACERVILLE:

Dated: 10/25/06

By:  _____

John Driscoll

City Manager/City Attorney

ASSIGNMENT

ATE 10-25-06

Acquisition Agreement No.
Placeville Union Cemetery
Contract #: _____

ATTORNEY DR **CONTRACT ROUTING SHEET**

INDEX NO. 021000
Date Prepared: 10/25/06

Need Date: 10/25/06

PROCESSING DEPARTMENT:

Department: ADMIN
Dept. Contact: WILTSHIRE
Phone #: 5569
Department: _____
Head Signature: [Signature]

CONTRACTOR:

Name: NIA
Address: _____
Phone: _____

CONTRACTING DEPARTMENT:

Service Requested: _____
Contract Term: _____ Contract/Amendment Value: _____
Compliance with Human Resources requirements? Yes: ☐ No: ☐
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: ☒ Disapproved: ☐ Date: 10/25/06 By: D. Livingston
Approved: ☐ Disapproved: ☐ Date: _____ By: _____

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ☒ Disapproved: ☐ Date: 10-5-2006 By: [Signature]
Approved: ☐ Disapproved: ☐ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: ☐ Disapproved: ☐ Date: _____ By: _____
Approved: ☐ Disapproved: ☐ Date: _____ By: _____

WHEN RECORDED RETURN TO:

County Of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property known as **Assessor's Parcel Numbers 001-141-17-100, 001-141-20-100, 001-141-24-100 and 650 Bee Street** in Placerville, California, conveyed by that certain Grant Deed dated _____, 2006 from **Placerville Union Cemetery**, to the **COUNTY OF EL DORADO**, a political subdivision of the State of California, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2006.

COUNTY OF EL DORADO

By: _____
Helen K. Baumann, Vice-Chairman
Board of Supervisors

ATTEST:

Cindy Keck
Clerk of the Board of Supervisors

By: _____

Dated: _____

**CERTIFICATE OF SECRETARY OF CORPORATION REGARDING EXECUTION OF
CORPORATION GRANT DEED**

Placerville Union Cemetery, Inc.

I, Gayle Combellack-Rohl, certify as follows:

1. I am the Chief Executive Officer, Chief Financial Officer, and Secretary of Placerville Union Cemetery, Inc., a California corporation (the "Corporation").
2. The conveyance of the real property of the Corporation described in the Grant Deed to which this certificate is attached (the "Real Property") has been validly approved by the Board of Directors of the Corporation.
3. The conveyance of the Real Property has also been approved by the outstanding shares of the Corporation pursuant to Chapter 10 of the California General Corporation Law.

Dated: _____

Gayle Combellack-Rohl
Secretary of the Corporation

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CORPORATION GRANT DEED**

Placerville Union Cemetery, Inc.

I, Gayle Combella-Rohl, certify as follows:

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Dated: _____

Gayle Combella-Rohl
Secretary of the Corporation

ORIGINAL

REAL PROPERTY ACQUISITION AGREEMENT

This is a **REAL PROPERTY ACQUISITION AGREEMENT** ("Agreement") by and between **PLACERVILLE UNION CEMETERY, INC.** ("Grantor") and the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("County" or "Grantee").

RECITALS

WHEREAS, Grantor owns all of that certain real property situated in the City of Placerville, County of El Dorado, California, commonly known as the Placerville Union Cemetery (APN 001-141-17, 001-141-20, 001-141-24, and 001-151-46) and more particularly described in Exhibit "A" hereto;

WHEREAS, the California Cemetery and Funeral Bureau stated that, unless the County were to assume management of the Placerville Union Cemetery, the Bureau would be forced to close the cemetery;

WHEREAS, in order to avoid closure of the Placerville Union Cemetery, the County has agreed to assume management and control of the Placerville Union Cemetery and, in exchange, Grantor has agreed to transfer any and all rights, title, and interest it has in the property comprising the Placerville Union Cemetery; and

WHEREAS, the parties desire to move forward with this assignment to facilitate the County's assumption of management and control of the Placerville Union Cemetery.

NOW, THEREFORE, in consideration of the performance of the mutual promises and agreements herein, and for other valuable consideration, the parties hereto agree as follows:

ARTICLE 1 - PREMISES

1.1 Grant. In consideration of County's promise to assume management of the cemetery, Grantor hereby agrees to grant to County and County hereby agrees to receive from Grantor that certain real property situated in the City of Placerville, County of El Dorado, State of California, described in Exhibit "A" attached and made a part hereof. Said real property is hereinafter referred to as the "Real Property."

ARTICLE 2 - TITLE, ESCROW PROVISIONS

2.1 Escrow. The assignment of the Real Property shall be consummated by means of an escrow to be opened at Placer Title Company (hereinafter referred to as "Escrow Holder"). This

Agreement shall, to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All further escrow instructions, however, shall be consistent with this Agreement, which shall control. Grantor and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The "Close of Escrow" is defined to be the recordation of the Grant Deed from Grantor to County for the Real Property which shall occur within thirty (30) days of the effective date of this Agreement or such other date as the parties shall mutually agree upon in writing.

2.2 Escrow and Other Fees. County shall pay: (a) The Escrow Holder's fees; (b) Recording fees, if applicable; (c) The premium for the title insurance policy; (d) Documentary transfer tax, if any; (e) All costs of executing and delivering the Grant Deed; and (f) All costs of any partial reconveyances of deeds of trust, if any.

2.3 Conditions. Grantor shall by Grant Deed, convey to the County, in fee simple, the Real Property, free and clear of title defects, liens, encumbrances, taxes and deeds of trust. Title to the Real Property shall vest in the County subject only to:

- A. Covenants, conditions, restrictions and reservations of record, if any; and
- B. Easements or rights of way over the land for public or quasi-public utility or public road purposes, as contained in Placer Title Company Preliminary Report Order No. 201-38708 dated March 30, 2006 ("Preliminary Report"), if any; and
- C. Exceptions 1 through 7 paid current and subject to Exceptions 8 through 16 as contained in said Preliminary Report.

Grantor agrees to remove all other exceptions to title prior to Close of Escrow. County will obtain a California Land Title Association standard policy of title insurance showing title vested in the County, insuring that title to the Real Property is vested in County free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Grantor, subject only to those exceptions set forth hereinabove.

2.4 Items to be Delivered at Close of Escrow. Grantor shall execute and deliver to Escrow Holder the fully executed Grant Deed for the Real Property and a Certificate of Secretary of Corporation Regarding Execution of Corporation Grant Deed not less than two (2) days prior to the date for the Close of Escrow.

ARTICLE 3 - RIGHT OF ENTRY

3.1 Possession. It is agreed and confirmed by the parties hereto that notwithstanding any other provisions in this Agreement, the right to possession and use of the Real Property by the County or County's contractors or authorized agents, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the effective date of this Agreement.

ARTICLE 4 - WARRANTIES

4.1 Warranties. Grantor warrants as follows:

A. Grantor owns the Real Property, free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Real Property from adjacent properties, encroachments by improvements on the Real Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.

B. Grantor has no knowledge of any pending litigation involving the Real Property.

C. Grantor has no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Real Property.

D. Grantor has no actual knowledge of any unrecorded or undisclosed legal or equitable interests in the Real Property owned or claimed by anyone other than Grantor. Grantor has no knowledge that anyone will, at the Close of Escrow, have any right to possession of the Real Property, except as disclosed by this Agreement or otherwise in writing to County.

4.2 Hazardous Materials. Grantor represents and warrants for the benefit of County that, to the best of Grantor's knowledge, there are no Hazardous Materials present on the Real Property and there has been no release, use, generation, discharge, storage, or disposal of any Hazardous Materials on, in, under or otherwise affecting all or any portion of the Real Property. Grantor further represents and warrants that, to the best of Grantor's knowledge, the Real Property is not in violation of any federal, state, or local law, ordinance or regulation relating to the environmental conditions on, under, or about the Real Property, including, but not limited to, soil and groundwater contamination. Grantor knows of no fact or circumstance that may give rise to any future civil, criminal, or administrative proceedings against the property or Grantor relating to environmental matters.

4.2.1 Hazardous Materials Defined. As used herein, the term "**Hazardous Materials**" shall mean any hazardous or toxic substance, material, sewage or waste which is regulated, controlled or prohibited by statute, rule, regulation, decree or order of any governmental authority, the State of California or the United States Government currently in effect. The term "Hazardous Material" includes, without limitation, any material or substance which is (1) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5, sections 25100, et seq., (Hazardous Waster Control Law), (2) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code,

Division 20, Chapter 6.8 ("CPTHSA Act"), (3) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Material Release Response Plans and Inventory Act), (4) defined as a "hazardous substance" under Section 25821 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (5) petroleum, (6) asbestos, (7) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (8) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Act, 33 U.S.C. Sec 1251 et seq. (33 U.S.C. Sec 1321), (9) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Sec 6901 et seq. (42 U.S.C. Sec. 6903), (10) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec 9601) ("CERCLA"), or (11) defined as a "waste" under the California Porter-Cologne Water Quality Control Act, section 13050 of the California Water Code.

4.3 Leases. Grantor warrants that there are no oral or written leases on all or any portion of the Real Property exceeding a period of one month.

4.4 Survival. All warranties, covenants, and other obligations described in this contract section and elsewhere in this Agreement shall survive delivery of the Grant Deed.

ARTICLE 5 - NOTICES

5.1 Notices. All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Grantor or County by the other or three (3) days after being deposited in the United States mail, postage prepaid and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

GRANTOR: Gayle Combellack-Rohl
 339 Main Street
 Placerville, CA 95667

COUNTY: County of El Dorado
 Board of Supervisors
 Attention: Clerk of the Board
 330 Fair Lane
 Placerville, CA 95667

COPY TO: County of El Dorado
Department of General Services
Attention: Joanne Narloch, Director
360 Fair Lane
Placerville, CA 95667

ARTICLE 6 - BROKER OR AGENT

6.1 Broker or Agent. Grantor has not employed a broker or sales agent in connection with the grant of the Real Property, and Grantor shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Grantor to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

ARTICLE 7 – WAIVER AND RELEASE OF CLAIMS

7.1 This Agreement constitutes full consideration for all claims and damage that Grantor may have relating to the public project for which the Real Property is conveyed and acquired, and Grantor hereby waives any and all claims of Grantor relating to said project that may exist on the date of this Agreement.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 No Amendments. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

8.2 Time is of the Essence. Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered or changed except in writing signed by County and Grantor.

8.3 Binding Effect. This Agreement shall bind the parties, their personal representatives, successors, and assigns.

8.4 Invalidity. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way effect the validity of any other provision hereof.

8.5 Warranty of Authority. The parties to this Agreement warrant and represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

8.6 Addendum. In the event of conflict between this Agreement and any Addendum or Exhibit attached hereto, the provisions of such Addendum or Exhibit shall control.

8.7 Venue. Any disputes or necessary interpretations of any provision of this Agreement and any attachments incorporated herein shall be governed by laws of the State of California and shall be filed in the Superior Court of El Dorado County.

8.8 Administrator. The County Officer or employee with responsibility for administering this Agreement is the Director of General Services, Joanne Narloch, or her successor.

8.9 Execution. The Agreement may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

8.10 Prior Agreements. This Agreement supersedes any prior negotiations and agreements and contains the complete, exclusive, and final agreement of the parties with respect to the subject matter hereof. No other agreement, representation, statement or promise made by any party or any employee, officer, or agent of any party that is not expressly set forth in this Agreement shall be binding or impose any liability on a party.

8.11 Captions. The section headings throughout this Agreement are for convenience and reference only and the words contained therein shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.

8.12 Further Assurances. Grantor and County agree that at any time or from time to time after the execution of this Agreement, whether before or after the Close of Escrow, they will, upon request of the other, execute and deliver such further documents and do such further acts and things as the other party may reasonably request in order to effect fully the purposes of this Agreement and the County's project.

8.13 Waiver. The waiver by Grantor or County of a breach or failure of a term, covenant, or condition of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach or failure of condition of the same or of another provision hereof.

8.14 Third Party Beneficiaries. No condition, covenant, waiver or release contained herein made or given by Grantor or County is intended to run to the benefit of any person not a party to this Agreement unless otherwise expressly set forth herein.

8.15 Incorporation of Recitals and Exhibits. The Recitals set forth above are true and correct and, together with the Exhibits attached hereto, are incorporated into this Agreement by this

reference.

8.16 Attorney's Fees. In any action or proceeding at law or in equity arising out of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs and expenses incurred in said action or proceeding.

8.17 Best Efforts. County and Grantor shall act in good faith and use their best efforts after the effective date hereof to ensure that their respective obligations hereunder are fully and punctually performed.

8.18 Effective Date. This Agreement shall not be effective until approved by the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

IN WITNESS WHEREOF, the parties hereto have entered into the Agreement as of the day and year last written.

GRANTEE / "COUNTY":

COUNTY OF EL DORADO

Dated: _____

By: _____

Helen K. Baumann, Vice-Chairman
Board of Supervisors

CINDY KECK
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

GRANTOR:

PLACERVILLE UNION CEMETERY, INC.

Dated: 10-10-

By: Gayle Combella-Rohl
Gayle Combella-Rohl, CEO & Secretary
Placerville Union Cemetery, Inc.