

A G R E E M E N T

THIS AGREEMENT, ENTERED INTO THIS \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the County of El Dorado, a political subdivision of the State of California, hereinafter called "County," and the El Dorado County Resource Conservation District, a political subdivision of the State of California formed pursuant to Division 9 of the Resources Code, hereinafter called "District."

WHEREAS, there exists a need for erosion and sediment control and watershed management in the urbanizing areas of County, and

WHEREAS, there exists a tree die-off throughout the State of California that has contributed to worsening forest conditions, creating dangerous fire risk, and

WHEREAS, because of the feasibility of erosion control measures and recent guidelines and regulations adopted by the State and Federal governments for waste discharge from land developments, there exists a need to implement farm, ranch, and forestland conservation practices to protect soil productivity, water quality and quantity, air quality, and wildlife habitat, and

WHEREAS, there exists a continuing need to engage the expertise within the District on collaborative solutions to adequately address the reforestation needs for citizen's dependent on ecosystem services that forests provide, now and in the future, and

WHEREAS, the District shall coordinate assistance from all available sources—public and private, local, state, and federal—in an effort to develop locally-driven solutions to natural resource concerns, and

WHEREAS, the District is vital to the conservation of natural resources on private lands, and

WHEREAS, the District is key in leveraging state and federal resources to address current and future resource management needs, and

WHEREAS, there exists a need to reach out to communities and schools to teach the value of natural resources and encourage conservation efforts, and

WHEREAS, prior to the enactment of Proposition 13, State legislation, through Division 9 of the Public Resources Code, gave resource conservation districts the option of placing regular assessments limited to two-cents (\$0.02) on each one hundred dollars (\$100.00) of assessed valuation of land within the district boundaries to support district programs. During the 1960's the District was requested by the County Board of Supervisors to relinquish this capacity and be funded annually or through multi-year agreements equal to annual assessment schedules, and

WHEREAS, the objectives and interests of the District and County are mutual and compatible, these two (2) parties hereby establish a basis for cooperation and assistance as hereinafter set forth.

NOWTHEREFORE, the parties agree as follows:

- I. Within the limits of its authority and resources, the District will:
- A. Assist the County's Planning and Building Department and Department of Transportation with the monitoring requirements of the Surface Mining and Reclamation Act for all existing and proposed developments in County.
  - B. Maintain District programs to include:
    - 1. Provide resource planning assistance to County residents when requested as staffing permits.
    - 2. Assist in developing watershed management plans and in developing and implementing preventative and remedial actions for protection and/or enlargement of waterways and riparian areas.
    - 3. Make conservation and erosion control recommendations on County owned land.
    - 4. Furnish general guidance on vegetative stabilization of cuts and fills.
    - 5. Furnish County with needed leaflets, handouts, and other information relating to Erosion Control Information program for distribution to developers, contractors, and homeowners.
    - 6. Provide technical assistance to County on land use decisions.
    - 7. Continue to provide erosion control training workshops to County's Planning and Building Department and Department of Transportation to assist these departments in the administration of the Grading/Erosion Control Ordinance.
    - 8. Provide technical assistance to private consultants and landowners involved in agricultural, environmental, development and forestry projects on leased and private lands.
    - 9. Provide County technical information on site selection for public facilities.
    - 10. Continue to provide monitoring and identification of best management practices to solve non-point pollution problems with sediment and provide this information to County.
    - 11. Explore and actively pursue funding or grant sources to provide or assist the District in providing programs and projects that benefit the District's residents.
    - 12. Provide any related resource information requested by County.
    - 13. Continue with the District education program in County public school system and community activities.
    - 14. Support District programs as identified in the "Resource Conservation District Annual Strategic Plan."
    - 15. Provide an annual informational presentation to County Board of Supervisors demonstrating program accomplishments.

II. Within the limits of its authority, resources and policies, County will:

- A. Work with the District in creating an agreement to assist with the monitoring requirements of the Surface Mining and Reclamation Act for all existing and proposed mining developments in County.
- B. Support District's programs and provide an allocation of funding based on the County's General Fund change in assessed value. The allocation amount is set at the prior year base level increased by the change in assessed value based on the percentage of growth. For FY 2021-22, the allocation is \$104,060.28. In FY 2022-23, and annually thereafter through FY 2025-26, the annual allocation amount of \$104,060.28 will be adjusted based on the actual percentage change of the prior year's County general fund growth in assessed value. The annual payment is due by December 31 of each year through the duration of the agreement.

This agreement shall expire June 30, 2026 or shall be terminated in advance of the expiration date by any of the parties by giving sixty (60) days' notice in writing to the other party.

**Administrator:** The County Officer or employee with responsibility for administration of this agreement is the Chief Administrative Officer.

The Resource Conservation District Administrator is the District Manager for the El Dorado County Resource Conservation District, or his designated appointee.

ATTEST:  
Kim Dawson  
Clerk of the Board

COUNTY of EL DORADO

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

EL DORADO COUNTY RESOURCE CONSERVATION DISTRICT

By: \_\_\_\_\_  
Chuck Mitchell, President

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