

## STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 9/01)

<input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED	1 Pages	AGREEMENT NUMBER <b>CTA-04033</b>	AMENDMENT NUMBER <b>4</b>
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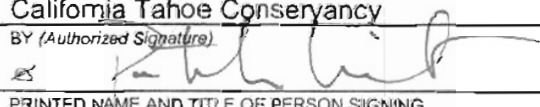
- This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
California Tahoe Conservancy  
CONTRACTOR'S NAME  
El Dorado County
- The term of this Agreement is June 1, 2005 through June 30, 2010
- The maximum amount of this Agreement after this amendment is: \$42,000
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - Exhibit A, Paragraph 2, Cost and Payment, is amended to increase the total cost and payment by Ten Thousand Dollars (\$10,000) to a total of Forty Two Thousand Dollars (\$42,000).
  - Exhibit A, Paragraph 5, Term of Agreement, is extended through June 30, 2010.
  - The signature of the Executive Officer below certifies that the execution of this amendment is authorized pursuant to Conservancy resolution number 08-07-04 dated July 18, 2008.

ATTEST: SUZANNE ALLEN de SANCHEZ,  
Clerk of the Board of Supervisors

By Marcie MacFarland  
DEPUTY

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>El Dorado County</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>6/23/09</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Ron Briggs, Chairman, El Dorado County Board of Supervisors</u>		
ADDRESS <u>Health Services Department, 931 Spring Street, Placerville, CA 95667</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>California Tahoe Conservancy</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>7-14-09</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Patrick Wright, Executive Officer</u>		
ADDRESS <u>1061 Third Street, South Lake Tahoe, CA 96150</u>		
		<input checked="" type="checkbox"/> Exempt per: SCM 4.10

ATTACHMENT 1

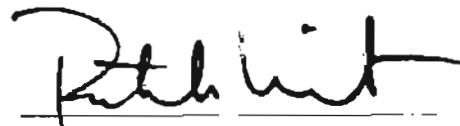
California Tahoe Conservancy  
Resolution  
08-07-04  
Adopted: July 18, 2008

ANNUAL PROPERTY MANAGEMENT

"The California Tahoe Conservancy hereby authorizes staff to take all necessary steps, and to expend up to \$850,000 for direct management and restoration activities as described in the Staff Recommendation dated July 18, 2008 for property acquired by the Conservancy, including but not limited to: property inspection and cleanup; hazard reduction; project planning; erosion control and ecological restoration; forest fuels reduction; Angora Fire property restoration; wildlife habitat enhancement; land and facilities maintenance; demolition of structures; the resolution of use conflicts; interpretive and public information activities; execution of leases, licenses, and agreements consistent with adopted guidelines; and coordination of management arrangements."

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 18<sup>th</sup> day of July 2008.

In WITNESS THEREOF, I have hereunto set my hand this 18<sup>th</sup> day of July 2008.



Patrick Wright  
Executive Officer

Exemption Request  
Executive Order S-09-09  
(Amounts in Whole Dollars)

Attachment F  
CTC-F-6

Department Name: California Tahoe Conservancy

Organization Code: 3125

*All funds encumbered on or after March 1, 2009 are subject to the provisions of Executive Order S-09-09, unless a department has received approval of an exemption from its Agency Secretary or Cabinet-level Director. Approval of exemption requests must be based on the criteria provided in the Exemption Criteria Decision Model (Attachment C).*

Contract Name: CTA-04033; El Dorado County

Funding Source: 3125-001-0140, ch 268/08 PCA 99000 (Environmental License Plate Fund)

Contract Amount: \$20,000

In the space below, describe how this contract meets the EO S-09-09 exemption criteria.

This contract meets Exemption Code "i" and provides critical services or functions. This is a contract with El Dorado County Animal Control Department to enforce the City of South Lake Tahoe Lease Law on specific Conservancy public lakefront properties in order to protect the general public and to protect critical wildlife habitat present at the largest remaining high altitude alpine marsh/wetlands at Lake Tahoe.

Approved:

  
\_\_\_\_\_  
Agency Secretary

6/20/09  
\_\_\_\_\_  
Date

or -

\_\_\_\_\_  
Cabinet-Level Director

\_\_\_\_\_  
Date

**STANDARD AGREEMENT AMENDMENT**

STD. 213 A (Rev 9/01)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 Pages

AGREEMENT NUMBER

**CTA-04033**

AMENDMENT NUMBER

**3**

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

STATE AGENCY'S NAME

California Tahoe Conservancy

CONTRACTOR'S NAME

El Dorado County

2. The term of this

Agreement is June 1, 2005 through June 30, 2009

3. The maximum amount of this

Agreement after this amendment is: **\$32,000**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. The term of this agreement is retroactively extended though June 30, 2009, hereby amending Exhibit A, paragraph 5 of the agreement.

2. Exhibit A, Paragraph 6 titled "Project Coordinator" is amended to substitute Dana Dapolito for Stu Roll.

3. The parties agree to additional amendments as set forth in the attached Addendum to Amendment 3, incorporated herein by reference and made a part of this agreement

4. The signature of the Executive Officer below certifies that the execution of this amendment is authorized pursuant to Conservancy resolution number 08-07-04 dated July 18, 2008.

ATTEST: SUZANNE ALLEN DE SANCHEZ,  
 Clerk of the Board of Supervisors  
 By *[Signature]*  
 DEPUTY

All other terms and conditions shall remain the same.

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

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

El Dorado County

BY (Authorized Signature)

DATE SIGNED (Do not type)

5/19/09

PRINTED NAME AND TITLE OF PERSON SIGNING

Ron Briggs, Chairman, El Dorado County Board of Supervisors

ADDRESS

Health Services Department, 931 Spring Street, Placerville, CA 95667

**STATE OF CALIFORNIA**

AGENCY NAME

California Tahoe Conservancy

BY (Authorized Signature)

DATE SIGNED (Do not type)

6-3-09

PRINTED NAME AND TITLE OF PERSON SIGNING

Patrick Wright, Executive Officer

ADDRESS

1061 Third Street, South Lake Tahoe, CA 96150

CALIFORNIA  
Department of General Services  
Use Only

Exempt per:SCM 4.10

AGREEMENT FOR SERVICES # CTA-04033, Amendment 3  
ADDENDUM

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This Addendum to Amendment III to that Agreement for Services #CTA-04033, 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 State of California, agency California Tahoe Conservancy; (hereinafter referred to as "Tahoe Conservancy");

**W I T N E S S E T H**

**WHEREAS**, the Department of Public Health has been reorganized and is now known as the Public Health Division of the Health Services Department; and

**WHEREAS**, the Animal Control Division of the Health Services Department has been renamed and is now known as the Animal Services program of the Health Services Department; and

**WHEREAS**, County has been engaged by Tahoe Conservancy to provide limited animal control services at and within the boundaries of the California Tahoe Conservancy properties known as "Cove East" and "Barton Meadow" for the purpose of enforcement of State Animal laws AND County and City animal control ordinances , in accordance with Agreement for Services #CTA-04033, dated August 9, 2005; Amendment I, dated June 27, 2006; and Amendment II, dated September 11, 2007, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to modify Scope of Work of said Agreement, hereby amending Exhibit A, Sections 1-B and 1-C; and

**WHEREAS**, the parties hereto have mutually agreed to amend Payment Schedule of said Agreement hereby amending Exhibit A, Section 3.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #CTA-04033 shall be amended a third time as follows:

All references in the original agreement to the "County Public Health Department" or "PHD" shall be deemed to refer to the Public Health Division of the Health Services Department.

**Administrator:**

The County Officer or employee with responsibility for administering this Agreement is Linda Haller, Chief Animal Services Officer, or successor, hereinafter referred to as Administrator.

**1. Scope of Work** shall be amended in its entirety to read as follows:

Contractor agrees to provide the following services:

Limited animal control services at and within the boundaries of the California Tahoe Conservancy properties known as "Cove East" and "Barton meadow" for the purpose of enforcement of State animal laws and County and City animal control ordinances. The Animal Control Program shall be limited to:

- A. Animal Services officer response to request for assistance by California Tahoe Conservancy staff, eight hours per day, six days per week (Monday through Saturday 8:00 a.m. to 4:00 p.m.), excluding holidays and Sundays. Response will be subject to officer availability and prioritization of calls.
- B. Foot patrol or bicycle patrol of the areas described above at various times and days of the week.
- C. Services shall be performed throughout the term of this agreement, weather permitting.

Authority is granted pursuant to the CA Penal Code 830.9 to enforce all State, County and City codes dealing with animals related to impoundments or law enforcement.

The Conservancy agrees to compensate El Dorado for the scope of services describe in above at a rate of \$50/hour and \$75/hour individual overtime. Payment to El Dorado shall be within 45 days of receipt and approval of periodic invoices by the Conservancy.

Contractor shall provide personnel to inspect and patrol portions of Conservancy property to provide education and enforcement services pertaining to the City of South Lake Tahoe's Leash Law, as defined by City Municipal Code 6.22 et seq.

The Conservancy agrees to pay the Contractor a sum not to exceed thirty-two thousand dollars (\$32,000) for such services as provided consistent with this Agreement.

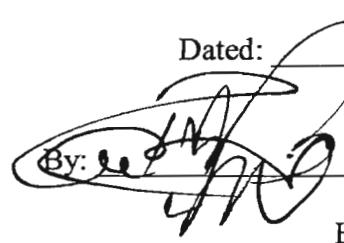
The Conservancy may exercise its option to reject any person(s) assigned by the Contractor to perform work for the Conservancy through oral or written notification to Contractor. The Contractor shall provide a replacement as soon as possible in the event such replacement is needed.



IN WITNESS WHEREOF, the parties hereto have executed this third Amendment to that Agreement for Services #CTA-04033 on the dates indicated below.


-- COUNTY OF EL DORADO --

Dated: 5/19/09

By:  \_\_\_\_\_

Chairman  
Board of Supervisors  
"County"

**ATTEST:**  
*Suzanne Allen de Sanchez Clerk  
of the Board of Supervisors*

By:  Date: 5/19/09  
Deputy Clerk

-- CONTRACTOR --

Dated: 6-15-09

STATE OF CALIFORNIA  
By:  \_\_\_\_\_

Patrick Wright  
Executive Officer  
"Tahoe Conservancy"



## **ATTACHMENT 1**

California Tahoe Conservancy  
Resolution  
08-07-04  
Adopted: July 18, 2008

### **ANNUAL PROPERTY MANAGEMENT**

"The California Tahoe Conservancy hereby authorizes staff to take all necessary steps, and to expend up to \$850,000 for direct management and restoration activities as described in the Staff Recommendation dated July 18, 2008 for property acquired by the Conservancy, including but not limited to: property inspection and cleanup; hazard reduction; project planning; erosion control and ecological restoration; forest fuels reduction; Angora Fire property restoration; wildlife habitat enhancement; land and facilities maintenance; demolition of structures; the resolution of use conflicts; interpretive and public information activities; execution of leases, licenses, and agreements consistent with adopted guidelines; and coordination of management arrangements."

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 18<sup>th</sup> day of July 2008.

In WITNESS THEREOF, I have hereunto set my hand this 18<sup>th</sup> day of July 2008.

---

Patrick Wright  
Executive Officer

1. Revised Scope of Work

Contractor agrees to provide the following services:

Limited animal control services at and within the boundaries of the California Tahoe Conservancy properties known as "Cove East" and "Barton Meadow" for the purpose of enforcement of State Animal Laws and County and City Animal Control Ordinances. The Animal Control Program shall be limited to:

- A. Animal Control Officer response to requests for assistance by California Tahoe Conservancy staff, eight hours per day, six days per week (Monday through Saturday 8:00 AM to 4:00 PM), excluding holidays and Sundays. Response will be subject to officer availability and prioritization of calls.
- B. Foot patrol or bicycle patrol of the areas described above at various times and days of the week for a minimum total of 10 hours each week.
- C. Services shall be performed during the months of June through October ~~for calendar year 2005~~, and April through September ~~for calendar year 2006, inclusive.~~

Authority is granted pursuant to CA Penal Code 830.9 to enforce all State, County and City codes dealing with animals related to impoundments or law enforcement.

The Conservancy agrees to compensate Contractor for the scope of services described in above at a rate of \$1,428.50 per month for services rendered through June, 2006, and \$2,000 per month for services rendered beginning July 2006. Payment to Contractor shall be within 45 days of receipt and approval of invoices by the Conservancy.

Contractor shall provide personnel to inspect and patrol portions of Conservancy property to provide education and enforcement services pertaining to the City of South Lake Tahoe's Leash Law, as defined by City Municipal Code 6.22 et seq.

~~The Conservancy agrees to pay the Contractor a sum not to exceed Twenty Two Thousand dollars (\$22,000) for such services as provided consistent with this Agreement.~~

The Conservancy may exercise its option to reject any person(s) assigned by the Contractor to perform work for the Conservancy through oral or written notification to Contractor. The Contractor shall provide a replacement as soon as possible in the event such replacement is needed.

(6/1/06)

E

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
STD. 213 A (Rev 9/01)

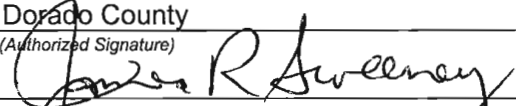
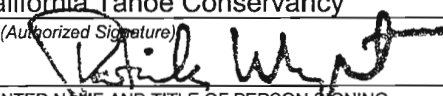
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<input checked="" type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED <u>1</u> Pages	AGREEMENT NUMBER <b>CTA-04033</b>	AMENDMENT NUMBER <b>1</b>
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- This Agreement is entered into between the State Agency and Contractor named below:  
STATE AGENCY'S NAME  
California Tahoe Conservancy  
CONTRACTOR'S NAME  
El Dorado County
- The term of this Agreement is June 1, 2005 through June 30, 2007
- The maximum amount of this Agreement after this amendment is: **\$22,000**
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
  - The total amount of the agreement is increased by twelve thousand dollars (\$12,000).
  - The term of the agreement is extended through June 30, 2007.
  - Exhibit A, Paragraph 1, Scope of Work is amended to read as shown on the attached Exhibit A Revised Scope of Work.
  - Exhibit A, Paragraph 2, Cost and Payment, is amended to increase the total cost and payment by Twelve Thousand Dollars (\$12,000) to a total of Twenty-two Thousand Dollars (\$22,000).
  - Exhibit A, Paragraph 6, Project Coordinator, is amended to substitute Juan Urizar for Judy Clot.
  - The signature of the Executive Officer below certifies that the execution of this amendment is authorized pursuant to Conservancy resolution number 7-05-1 dated July 23, 2005.

All other terms and conditions shall remain the same.

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

<b>CONTRACTOR</b>		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>El Dorado County</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>6/27/06</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>JAMES R. SWEENEY, Chairman</u>		
ADDRESS <u>El Dorado County Animal Control, 931 Spring St., Placerville, CA 95667</u>		
<b>STATE OF CALIFORNIA</b>		<input checked="" type="checkbox"/> Exempt per:SCM 4.10
AGENCY NAME <u>California Tahoe Conservancy</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Patrick Wright, Executive Officer</u>		
ADDRESS <u>1061 Third Street, South Lake Tahoe, CA 96150</u>		

1. Revised Scope of Work

Contractor agrees to provide the following services:

Limited animal control services at and within the boundaries of the California Tahoe Conservancy properties known as "Cove East" and "Barton Meadow" for the purpose of enforcement of State Animal Laws and County and City Animal Control Ordinances. The Animal Control Program shall be limited to:

- A. Animal Control Officer response to requests for assistance by California Tahoe Conservancy staff, eight hours per day, six days per week (Monday through Saturday 8:00 AM to 4:00 PM), excluding holidays and Sundays. Response will be subject to officer availability and prioritization of calls.
- B. Foot patrol or bicycle patrol of the areas described above at various times and days of the week for a minimum total of 10 hours each week.
- C. Services shall be performed during the months of June through October for calendar year 2005, and April through September for calendar year 2006, inclusive.

Authority is granted pursuant to CA Penal Code 830.9 to enforce all State, County and City codes dealing with animals related to impoundments or law enforcement.

The Conservancy agrees to compensate Contractor for the scope of services described in above at a rate of \$1,428.50 per month for services rendered through June, 2006, and \$2,000 per month for services rendered beginning July 2006. Payment to Contractor shall be within 45 days of receipt and approval of invoices by the Conservancy.

Contractor shall provide personnel to inspect and patrol portions of Conservancy property to provide education and enforcement services pertaining to the City of South Lake Tahoe's Leash Law, as defined by City Municipal Code 6.22 et seq.

The Conservancy agrees to pay the Contractor a sum not to exceed Twenty Two Thousand dollars (\$22,000) for such services as provided consistent with this Agreement.

The Conservancy may exercise its option to reject any person(s) assigned by the Contractor to perform work for the Conservancy through oral or written notification to Contractor. The Contractor shall provide a replacement as soon as possible in the event such replacement is needed.

(6/1/06)

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 09/01)

AGREEMENT NUMBER <b>CTA-04033</b>
--------------------------------------

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

STATE AGENCY'S NAME

CALIFORNIA TAHOE CONSERVANCY

CONTRACTOR'S NAME

EL DORADO COUNTY

2. The term of this Agreement is: 8/01/2005 through 8/30/2006

3. The maximum amount of this Agreement is: \$ 10,000

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

Exhibit A – Scope of Work, Budget Detail, Payment Provisions, Special Terms and Conditions 4 pages

Exhibit B – Contractor Certification Clause 3 pages

Exhibit C\* – General Terms and Conditions

Check mark one item below as Exhibit D:

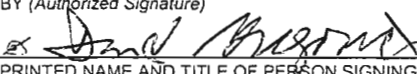
Exhibit - D Bid Proposal, STD.840, small business, DVBE, good faith effort

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions- Payee Data Record 2 pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
 These documents can be viewed at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts)

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
EL DORADO COUNTY		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	8/9/05	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<del>George Sanders, Director</del> Bonnie Rich, Purchasing Agent		
ADDRESS		
El Dorado County Animal Control, 931 Spring St., Placerville, CA 95667		
STATE OF CALIFORNIA		
AGENCY NAME		
CALIFORNIA TAHOE CONSERVANCY		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
David Gregorich, Administrative Officer		
ADDRESS		
1061 Third St., South Lake Tahoe, CA 96150		
		<input checked="" type="checkbox"/> Exempt per: SCM 4.04

## EXHIBIT A

### SCOPE OF WORK, BUDGET DETAIL AND SPECIAL TERMS AND CONDITIONS

The State of California, Acting by and through the California Tahoe Conservancy (the "Conservancy"), and the County of El Dorado (the "Contractor"), hereby agree as follows:

#### 1. Scope of Work

Contractor agrees to provide the following services:

Limited animal control services at and within the boundaries of the California Tahoe Conservancy properties known as "Cove East" and "Barton Meadow" for the purpose of enforcement of State Animal Laws and County And City Animal Control Ordinances. The Animal Control Program shall be limited to:

- A. Animal Control Officer response to requests for assistance by California Tahoe Conservancy staff, eight hours per day, six days per week (Monday through Saturday 8:00 AM to 4:00 PM), excluding holidays and Sundays. Response will be subject to officer availability and prioritization of calls.
- B. Foot patrol or bicycle patrol of the areas described above at various times and days of the week for a minimum total of 10 hours each week.
- C. Services shall be performed during the months of August, September and October for calendar year 2005, and April, May and June for calendar year 2006; inclusive.

Authority is granted pursuant to CA Penal Code 830.9 to enforce all State, County and City codes dealing with animal related to impoundments or law enforcement.

The Conservancy agrees to compensate El Dorado for the scope of services described in above at a rate of \$1,428.50 per month, to be prorated, if services begin mid-month, for the month of August, 2005. Payment to El dorado shall be within 45 days of receipt and approval of periodic invoices by the Conservancy.

Contractor shall provide personnel to inspect and patrol portions of Conservancy property to provide education and enforcement services pertaining to the City of South Lake Tahoe's Leash Law, as defined by City Municipal Code 6.22 et seq.

The Conservancy agrees to pay the Contractor a sum not to exceed ten thousand dollars (\$10,000) for such services as provided consistent with this Agreement.

The Conservancy may exercise its option to reject any person(s) assigned by the Contractor to perform work for the Conservancy through oral or written notification to Contractor. The Contractor shall provide a replacement as soon as possible in the event such replacement is needed.

#### 2. Cost and Payment

As compensation for the satisfactory performance of the work described in the section entitled Scope of Work, the Conservancy agrees to pay Contractor a sum not to exceed ten thousand dollars (\$10,000), based upon the following fee schedule:

Labor, Benefits, and Administration	\$8,500
Travel, and Related Expenses	\$500
Contingency	<u>\$1,000</u>
Total Amount of Agreement	\$10,000

The amounts set forth above may be increased provided Contractor obtains the Conservancy's prior written approval.

3. Payment Schedule

Payments shall be made in arrears, not more often than monthly, upon Contractor's submittal to the Conservancy of a fully executed invoice or "Request for Disbursement" which shall contain:

- the Contractor's name and address;
- the number of this Agreement;
- the date of submittal of the request;
- the amounts and documentation of all expenditures;
- the period during which the invoiced work was performed; and
- the signature of an official authorized by Contractor to sign such invoices.

If applicable, payment shall be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. State Budget Act Contingency

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

5. Term of Agreement

The term of this Agreement shall be from June 1, 2005 through May 30, 2006. This Agreement shall take effect when one or more original completed copies have been signed by the authorized representatives of both parties, and approved by the State Department of General Services, if required.

6. Project Coordinator

All actions and approvals required to be taken by the Conservancy under this Agreement shall be taken by the Executive Officer of the Conservancy or his designee. Bruce Eisner (or other such persons as the Executive Officer may designate from time to time) is designated the Conservancy's Project Coordinator for any problems or questions which may arise concerning the implementation of this Agreement. \_\_\_\_\_, (or other such persons as the Contractor may designate from time to time) is designated the Contractor's Project Coordinator.

7. Subcontracts

The Contractor may subcontract services to qualified firms or individuals with required expertise. The selection of such subcontractors and the terms of all subcontracts shall comply with all applicable State and Federal laws governing contracting and shall be subject to the prior written approval of the Executive Officer of the Conservancy or his designee. All such subcontracts by Contractor shall be consistent with the terms of this Agreement.

8. Workers Compensation Insurance

Pursuant to the requirements of Section 1860 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to employees in accordance with the provisions of Section 3700 of the Labor Code. At the time of execution of this Agreement and prior to the commencement of work, the Contractor shall provide the Conservancy with either a certificate of insurance issued by an insurance carrier licensed to write Worker's Compensation Insurance in the State of California, including the name of the carrier and the date of expiration of the insurance, or a certificate of consent to self-insure issued by the Director of the Department of Industrial Relations.

9. Americans with Disabilities Act

By signing this Agreement, Contractor agrees to comply with the Americans with Disabilities Act ("ADA") of 1990, (42 U.S.C. 12101 et seq.), that prohibits discrimination on the basis of disability as well as all applicable regulations and guidelines issued pursuant to the ADA.

10. Resolution of Disputes

In the event of any dispute arising out of this Agreement, the Contractor shall file a "Notice of Dispute" with the Executive Officer of the Conservancy within ten (10) working days of discovery of the problem. Within ten (10) working days of such notification, the Executive Officer shall meet with a representative of the Contractor and the Conservancy's Program Coordinator for the purpose of resolving the dispute. If the Executive Officer is unable to resolve the dispute to the Contractor's satisfaction, the matter shall be referred to the Conservancy's governing board for its decision. If, following review by the Conservancy's governing board, the dispute cannot be resolved to the Contractor's satisfaction, the Contractor may process any claims arising there-from against the Conservancy pursuant to Government Code Section 900 et seq.

11. Termination

Either party may indicate its intent to terminate the obligations under this Agreement by providing the other party with seven (7) days notice in writing.

In the event of termination by the Conservancy, the Contractor 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 non-cancelable (binding) obligations incurred by the Contractor in the performance of its obligations under this Agreement until the date of actual termination. In the event of early termination by the Contractor, the Conservancy may proceed with the work in any manner deemed proper by the Conservancy. All costs to the Conservancy shall be deducted from any sum due to the Contractor.

12. Confidentiality of Data

All financial, statistical, personal, technical and other data and information relating to the Conservancy's operation which are designated confidential by the Conservancy and made available to Contractor in order to carry out this Agreement, or which become available to Contractor in carrying out this Agreement, shall be protected by Contractor from unauthorized use and disclosure through the



observance of the same or more effective procedural requirements as are applicable to the Conservancy. The identification of all such confidential data and information as well as the Conservancy's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the Conservancy in writing to Contractor. If the methods and procedures employed by the Contractor for the protection of data and information are deemed by the Conservancy to be adequate for the protection of the Conservancy's confidential information, such methods and procedures may be used, with the written consent of the Conservancy, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

13. Rights in Data

All documentation, reports, studies, charts, records and other material originated or prepared by Contractor pursuant to this Agreement, but not including Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of the Conservancy.

14. Section and Paragraph Headings

The headings and captions of the various sections and paragraphs 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.

15. Contractor Evaluation

Within thirty (30) days of completion of all work described in the "Scope of Agreement", the Contractor shall be evaluated by the Conservancy's Project Coordinator. The evaluation shall be kept with the contract records at the Conservancy and a copy shall be sent to the Department of General Services' Legal Office. The evaluation shall be made available to the Contractor upon request.

16. Authority

The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement. The signature of the Executive Officer of the Conservancy on this agreement certifies that the execution of this agreement is consistent with the authority delegated to the Executive Officer under Resolution Number 4-85-01 dated April 19, 1985 and **Resolution Number 7-04-07 dated July 23, 2004.**

17. Incorporation of Documents by Reference

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

Exhibit A-1, the Conservancy's resolutions of April 19, 1985, and July 23, 2005, authorizing the Executive Officer or other designated official of the Conservancy to enter into this Agreement.

This Agreement and any attached exhibits constitute the entire agreement between the parties hereto and may not be modified except by an instrument in writing signed by the parties hereto.

EXHIBIT A-1

Tahoe Conservancy  
Resolution 7-04-07

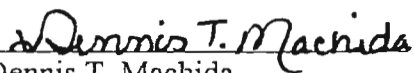
July 23, 2004

Property Management

"The California Tahoe Conservancy hereby authorizes staff to take all necessary steps and to expend up to \$1,557,000, contingent upon approval of the Fiscal Year 2004-2005 State Budget, for direct management and restoration activities as described herein for property acquired by the Conservancy, including but not limited to: property inspection and cleanup; hazard reduction; project planning; erosion control and ecological restoration; forest resource management; wildlife habitat enhancement; land and facilities maintenance; demolition of structures; the resolution of use conflicts; interpretive and public information activities; execution of leases, licenses, and agreements consistent with adopted guidelines; and coordination of management arrangements."

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 23rd day of July 2004.

In WITNESS THEREOF, I have hereunto set my hand this 23<sup>rd</sup> day of July 2004.

  
Dennis T. Machida  
Executive Officer

**EXHIBIT B**

**CONTRACTOR CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)

Federal ID Number

EL DORADO COUNTY

94-6000511

By (Authorized Signature)



Printed Name and Title of Person Signing

**Bonnie Rich, Purchasing Agent, Chief Administrative Office**

Date Executed

Executed in the County of

8/9/05

**El Dorado, California**

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

#### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

## ADDENDUM

El Dorado County Charter §602, duly filed with the Secretary of State, declares therein, "**Each contract shall identify the county officer or employee with responsibility for administering the contract.**" The El Dorado County Office of County Counsel has stated that no contract shall be approved unless it is in compliance with §602. In order to comply with this provision, this addendum must accompany each El Dorado County contract.

The El Dorado County Officer or employee responsible for administering this contract is Gayle Erbe-Hamlin, Director of Public Health or successor.