

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER CTA23010LR	PURCHASING AUTHORITY NUMBER (If Applicable) TAH-3125
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Tahoe Conservancy

CONTRACTOR NAME

County of El Dorado

2. The term of this Agreement is:

START DATE

August 1, 2023 or upon approval by all parties whichever is later

THROUGH END DATE

November 15, 2024

3. The maximum amount of this Agreement is:

\$ 78,045 Seventy Eight Thousand Forty Five Dollars

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

Exhibits	Title	Pages
	Grant Agreement	10
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	4
+ - Exhibit C	List of Assurances	3
+ - Exhibit D	Request for Disbursement Template	2
+ - Exhibit E	Eligible and Ineligible Costs	1
+ - Exhibit F	Reporting and Data Requirements	4
+ - Exhibit G	Mandatory Insurance Provisions	4

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

County of El Dorado

CONTRACTOR BUSINESS ADDRESS

330 Fair Lane

CITY

Placerville

STATE

CA

ZIP

95667

PRINTED NAME OF PERSON SIGNING

Wendy Thomas

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER CTA23010LR	PURCHASING AUTHORITY NUMBER (If Applicable) TAH-3125
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Tahoe Conservancy

CONTRACTING AGENCY ADDRESS

1061 Third Street

CITY

South Lake Tahoe

STATE

CA

ZIP

96150

PRINTED NAME OF PERSON SIGNING

Jane Freeman

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM.Vol 1 Sec.4.04. A4

GRANT AGREEMENT

THIS AGREEMENT (Agreement) is entered into between the California Tahoe Conservancy (Conservancy) and El Dorado County (Grantee) effective upon the date this Agreement has been fully executed by both parties (Effective Date).

1. Scope of Agreement

The Conservancy, pursuant to its Resolution no. 21-11-05 of November 8, 2021 and Section 21000 et seq. and Section 66907.7 of the Government Code, grants to the Grantee a sum not to exceed **Seventy Eight Thousand Forty-Five Dollars (\$78,045)**, subject to the terms and conditions set forth below.

These funds shall be used for the El Dorado County Community Forestry Urban Parcel Fuels Treatment Planning Project (Project)

The Grantee hereby agrees to complete the Project in accordance with:

- a. The terms and conditions of this Agreement;
- b. The Scope of Work and Grant Schedule described in **Exhibit A**; and
- c. The Budget Detail as set forth in **Exhibit B**.

The Grantee shall at all times exercise responsibility over the Project.

2. Incorporation of Documents by Reference

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

- a. Exhibit A, Scope of Work and Grant Schedule;
- b. Exhibit B, the Budget Detail;
- c. Exhibit C, the Grantee's List of Assurances;
- d. Exhibit D, Request for Disbursement Form;
- e. Exhibit E, Eligible and Ineligible Costs;
- f. Exhibit F, Reporting and Data Requirements; and
- g. Exhibit G, Mandatory Insurance Provisions.

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) the body of the Agreement; (2) the Scope of Work; (3) the Budget Detail and Grant Schedule; (4) the List of Assurances; (5) the Eligible and Ineligible Costs; (6) the Mandatory Insurance Provisions; (7) the Reporting and Data Requirements; and (8) the Request for Disbursement Form.

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3. Scope of Work

The Scope of Work, **Exhibit A**, describes the tasks and deliverables funded by this grant. The Scope of Work may be modified upon Grantee's submission of a modified Scope of Work and the Executive Director's (or designee's) written approval.

4. Other Contractors

Nothing in this Agreement shall create any contractual relationship between any third party contractor and the Conservancy.

5. Publicity and Acknowledgment

Grantee agrees that it will acknowledge the Conservancy's support whenever work funded in whole or in part by this Agreement is publicized in any news media, brochures, articles, seminars, or other type of promotional material.

6. Copies of Data, Plans and Specifications, Reports

Grantee shall provide the Conservancy with copies of all data, design plans, specifications, photographs, audio and video productions, films, recordings, reports, findings, and recommendations of every description or any part thereof, prepared under this Agreement in accordance with the Reporting and Data Requirements, **Exhibit F**.

All material, data, information, and written, graphic, or other work produced or developed, and formally or informally produced or delivered for or to the Conservancy under this Agreement is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, for or on behalf of the State or to carry out State objectives, free of charge and to authorize others to do so. Upon issuance of a trademark, service mark, or patent claiming such work, the Conservancy shall be granted a perpetual, royalty-free, nonexclusive, and irrevocable license to use, reproduce, and publish the work or any part of it, and use the work or any part of it in the creation of derivative works for or on behalf of the State, or to carry out State objectives, and to grant to any third party a comparable and coextensive sublicense. If any such work is subject to copyright, Grantee will not assert its rights under copyright against the Conservancy, or against any third party, through the Conservancy, to use, reproduce, publish, create derivative works, display, or perform the work or any part of it for or on behalf of the State or to carry out State objectives.

Grantee shall submit all electronic data collected and created under this Agreement to the Conservancy. A condition of final payment under this Agreement includes delivery of all related data in the format requested. The Conservancy reserves the right to conduct

GRANT AGREEMENT

technical review of interim or final grant deliverables prior to making reimbursement or final payments.

7. Scope of Work Completion

Grantee shall complete the Scope of Work by the completion date provided in the Grant Schedule in **Exhibit A**. Upon completion of the Scope of Work, the Grantee shall supply the Conservancy with evidence of completion by submitting: (1) the work products specified in **Exhibit A**; (2) the Final Report specified in **Exhibit F**; and (3) a fully executed final Request for Disbursement form, **Exhibit D**. Within thirty (30) days of Grantee's compliance with this Section, the Conservancy shall determine whether the Scope of Work has been satisfactorily completed. If the Conservancy determines that the Scope of Work has been satisfactorily completed, the Conservancy shall issue to the Grantee a Letter of Acceptance of the Scope of Work. The Scope of Work shall be deemed complete as of the date of the Letter of Acceptance.

8. Progress Reports and Final Report

The Grantee shall submit progress reports and a Final Report consistent with **Exhibit F** and the Scope of Work (**Exhibit A**). Progress reports shall be submitted semi-annually (April and October). The Final Report shall be submitted on or before the completion date listed in the Grant Schedule as described in **Exhibit A**. A request for final payment should be submitted in conjunction with, but not as a portion of, the Final Report.

9. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in **Exhibit B**.

10. Term of Agreement; Termination

This Agreement shall take effect upon the Effective Date. The term of the Agreement shall run from the Effective Date through **November 15, 2024** (the End Date) unless otherwise terminated or amended as provided herein.

Prior to completion of the grant, for any discrete component of the Scope of Work, either party may indicate its intent to terminate its obligations under this Agreement with respect to that component, for any reason, by providing the other party with sixty (60) days' notice in writing.

In the event of termination by the Conservancy, Grantee agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (binding)

GRANT AGREEMENT

obligations incurred by Grantee in the performance of this Agreement until the date of actual termination, but in any case, not to exceed the undisbursed balance of funding authorized in this Agreement.

If, other than for reasons beyond Grantee's control, Grantee fails to complete the work in accordance with this Agreement or fails to fulfill another material term or obligation of this Agreement, Grantee shall repay to the Conservancy all amounts disbursed by the Conservancy hereunder. The Conservancy may, in its discretion, waive such repayment, in whole or in part, on the basis of Grantee's written statement of reasons. If the Executive Director (or designee) does not approve such waiver, the matter shall be referred to the Conservancy's governing board for its decision.

Following notice of intent to terminate, the Conservancy and the Grantee shall enter into a written termination agreement establishing the effective date for termination of the Scope of Work, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

This Section shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

11. Liability

The Grantee shall indemnify, and save harmless the Conservancy and its members, Directors, members, agents and employees, from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, or the planning, design, or existence of the Project, except to the extent of, and in direct proportion to the active negligence or the intentional wrongdoing of the Conservancy, or its member(s), Director(s), agent(s) or employee(s), which arises other than from (1) a failure by the Conservancy to warn of hazards, based upon its review or inspection of the Project plans, designs, specifications or site(s), and/or (2) the omission by Conservancy to review or inspect said plans, designs, specifications or site(s).

The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from the Conservancy to the Grantee and is not an "agreement" as that term is defined in Government Code Section 895 or a "construction contract" under Civil Code Sections 2782 or 2783. Accordingly, it is acknowledged Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the Conservancy and/or the State of California arising under Government Code Sections 895.2 and 895.6.

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its Directors, agents or employees, for any liability resulting

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from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the Conservancy's active negligence or the intentional wrongdoing of Conservancy, its member(s), Director(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.

12. Insurance

Grantee shall procure and maintain insurance, as specified in **Exhibit G**, against claims for injuries to persons and damage to property that may arise from or in connection with any activities of the Grantee or its agents, representatives, employees, or contractors associated with the Project undertaken pursuant to this Agreement. Grantee shall be responsible for all deductibles in all Grantee's insurance policies.

As an alternative, with the written approval of the Conservancy's Executive Director (or their designee), the Grantee may satisfy the coverage requirements in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this Agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the Grantee's participation in a "risk management" plan, self insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies of the State of California and Nevada for implementation of the Project or a portion thereof, such agreement(s) shall include a mandatory insurance provision substantially in the form of **Exhibit G** attached hereto. In addition, Grantee shall make reasonable efforts to assure that the Conservancy, and its members, Directors and employees are included as additional insureds under the insurance required by said **Exhibit G**, and that a copy of the endorsements or certificate naming them as additional insureds is furnished to the Conservancy as soon as practical. In the event the contractor or third party is unable to name the Conservancy as an additional named insured, the Grantee shall so notify the Conservancy. Within five (5) working days thereafter the Conservancy should notify the Grantee whether the Grantee shall proceed with the Project or a portion thereof absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the Conservancy and the State of California, and their members, Directors and employees, or any of them, for payment of any premiums or assessments under such insurance. The Conservancy shall also be provided with notice of any proposed cancellation of insurance.

In the event that the insurance coverage cannot be obtained, or is canceled or reduced

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below the minimums required herein, the Conservancy may in its sole discretion waive, in part or in whole, the insurance requirements set forth above; provided, however, that the Conservancy may reinstate such requirements if it determines there has been a change of circumstances.

13. Travel

Travel related expenses may not exceed the State travel reimbursement rate. For details, see the Department of Human Resources (CalHR) Travel Reimbursements website at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

Due to budget constraints and in the spirit of fiscal responsibility, all in-person meetings shall be located within a 100-mile radius of Lake Tahoe, California, unless approved in advance by the Conservancy. Any travel required by the Conservancy staff in relation to the production of work outside of the 100-mile radius shall be paid for by the Grantee unless specifically authorized. These travel costs shall include airfare, rental car, and overnight accommodations, if necessary.

14. Audits/Accounting/Records

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

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

The Grantee shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all grant funds. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Adequate supporting documentation shall be maintained in such detail so as to provide

GRANT AGREEMENT

an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

All Grantee records relevant to the Scope of Work must be preserved a minimum of three (3) years after the final payment of the contract or the final audit, whichever is later, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the State of California.

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

15. Independent Status of Grantee and Conservancy

The Grantee, its agent(s) and employee(s), and the Conservancy, its agent(s) and employee(s), in the performance of this Agreement, shall act in an independent capacity and not as Directors or employees or agents of the respective parties.

16. Nondiscrimination

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 11000 et seq). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

17. Assignability

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

18. Time of the Essence

Time is of the essence as to the date upon which Grantee has agreed to complete the Scope of Work. With respect to all other dates set forth herein, Grantee shall use best efforts to accomplish the tasks on the specified date.

19. Amendment

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

Any request to extend the term of the Agreement beyond November 15, 2024, must be submitted to the Conservancy in writing no later than August 15, 2024. Approval of any time extension (Completion Dates or term of Agreement) is at the sole discretion of the Conservancy.

20. Grant Coordinator(s)

Jason Pollard, (or such other person(s) as the Executive Director may designate from time to time), is designated the Conservancy's Grant Coordinator for this grant. The Grantee's officer with responsibility for administering this Agreement is Donaldo Palaroan, Senior Civil Engineer, or their designee.

21. Conservancy Approvals

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

22. Grantee Approvals

All actions and approvals, required to be taken by the Grantee under this Agreement, may be taken by the Grantee's Senior Civil Engineer, Donaldo Palaroan, or their designee.

23. Sections and Headings

GRANT AGREEMENT

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

24. Severability

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

25. Entire Agreement

This Agreement, and the attached exhibits, constitutes the entire contract between the parties hereto, relating to the Scope of Work and may not be modified except by an instrument in writing signed by all parties to the Agreement.

26. Russian Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

EXHIBIT A
Scope of Work

Project: El Dorado County Community Forestry Urban Parcel Fuels Treatment Planning

Location: El Dorado County, Lake Tahoe Basin

Timeframe: August 2023 – November 15, 2024

Amount: \$78,045

Project Description

As the grantee, Eldorado County (County) will contract with consultants to develop a vegetation management plan (VMP), perform environmental analysis, and obtain all necessary permits and appropriate California Environmental Quality Act (CEQA) documentation to address excess vegetation and forest fuel loading on County owned parcels in the Lake Tahoe Basin identified in the table and map below. The VMP will result in a project for the County to implement at a future date. This grant includes site preparation for that project, once developed in the VMP. This grant will allow the County to implement projects that will help to restore the resilience of Basin forests and watersheds, foster Basin-wide climate change adaption, and reduce fire risk for communities.

Item 1: Project Management and Grant Administration

Tasks include:

1. Ensuring compliance with grant terms
2. Coordination with Conservancy Project Manager
3. Preparing invoices and progress reports for submittal to Conservancy
4. Environmental Improvement Program (EIP) reporting
5. Coordinating with partnering agencies and managing consultants/contractors

Deliverables:

1. Invoices
2. Quarterly Project progress reports
3. EIP reporting
4. Project completion report

Item 2: Vegetation Management Plan (VMP) and Initial Project Preparation

Tasks include:

- a. Hire an environmental consultant(s)
- b. Identify and prepare the necessary permits and appropriate CEQA compliance documents, including completion of necessary environmental analysis.
- c. Develop a Vegetation Management Plan (VMP)
- d. Once the project is identified through the VMP, grantee shall complete project preparation work on that the project including identifying boundaries, marking trees for removal, demarcating watercourse buffers, and identifying cultural resources for avoidance.

Deliverables:

1. Executed Contract(s)
2. All required permits
3. CEQA compliance documents
4. Final VMP
5. Maps of identified treatment locations

APN	OWNERSHIP	ACRES
016-151-20	EL DORADO COUNTY	0.37
016-181-18	EL DORADO COUNTY	0.53
016-181-17	EL DORADO COUNTY	0.56
016-361-16	EL DORADO COUNTY	0.28
016-361-09	EL DORADO COUNTY	0.38
016-373-06	EL DORADO COUNTY	0.28
016-421-05	EL DORADO COUNTY	0.52
018-281-07	EL DORADO COUNTY	0.65
032-203-01	EL DORADO COUNTY	0.70
032-203-03	EL DORADO COUNTY	0.09
025-342-13	EL DORADO COUNTY	0.17
025-354-02	EL DORADO COUNTY	0.17
025-271-10	EL DORADO COUNTY	0.28
025-342-07	EL DORADO COUNTY	0.25
025-354-03	EL DORADO COUNTY	0.24
025-271-51	EL DORADO COUNTY	0.28
025-451-22	EL DORADO COUNTY	0.05
025-451-23	EL DORADO COUNTY	0.83
025-271-27	EL DORADO COUNTY	0.37
025-421-09	EL DORADO COUNTY	0.33
025-520-14	EL DORADO COUNTY	0.19
025-442-21	EL DORADO COUNTY	0.68
025-442-10	EL DORADO COUNTY	0.64
025-601-02	EL DORADO COUNTY	0.74
025-301-18	EL DORADO COUNTY	0.16
025-443-15	EL DORADO COUNTY	0.24
025-442-04	EL DORADO COUNTY	0.51
033-552-12	EL DORADO COUNTY	0.32
033-552-13	EL DORADO COUNTY	0.32
033-272-17	EL DORADO COUNTY	0.23
033-251-13	EL DORADO COUNTY	0.24
033-272-01	EL DORADO COUNTY	0.34
033-251-17	EL DORADO COUNTY	0.34
033-251-21	EL DORADO COUNTY	0.23
033-276-05	EL DORADO COUNTY	0.25
033-251-14	EL DORADO COUNTY	0.24
033-272-16	EL DORADO COUNTY	0.23
033-251-23	EL DORADO COUNTY	0.25
033-252-01	EL DORADO COUNTY	0.24
033-272-12	EL DORADO COUNTY	0.23
033-251-11	EL DORADO COUNTY	0.25
033-251-25	EL DORADO COUNTY	0.34
033-253-04	EL DORADO COUNTY	0.25
033-253-02	EL DORADO COUNTY	0.25
033-253-05	EL DORADO COUNTY	0.25
033-253-03	EL DORADO COUNTY	0.23
033-542-17	EL DORADO COUNTY	0.24
033-542-01	EL DORADO COUNTY	0.24
033-541-08	EL DORADO COUNTY	0.29
033-542-16	EL DORADO COUNTY	0.24
033-542-02	EL DORADO COUNTY	0.23
033-542-11	EL DORADO COUNTY	0.87
033-542-10	EL DORADO COUNTY	0.88
033-542-12	EL DORADO COUNTY	1.01
033-524-02	EL DORADO COUNTY	0.87
033-481-31	EL DORADO COUNTY	0.28
033-251-20	EL DORADO COUNTY	0.24
033-253-01	EL DORADO COUNTY	0.28
033-644-11	EL DORADO COUNTY	0.14
033-644-10	EL DORADO COUNTY	0.48
033-191-06	EL DORADO COUNTY	1.16

034-020-06	EL DORADO COUNTY	0.90
034-452-08	EL DORADO COUNTY	0.44
034-452-10	EL DORADO COUNTY	0.25
034-452-11	EL DORADO COUNTY	0.26
034-622-07	EL DORADO COUNTY	1.04
034-623-03	EL DORADO COUNTY	0.33
034-623-02	EL DORADO COUNTY	0.33
034-623-06	EL DORADO COUNTY	0.42
034-391-07	EL DORADO COUNTY	1.12
034-081-04	EL DORADO COUNTY	0.26
034-084-11	EL DORADO COUNTY	0.40
034-132-07	EL DORADO COUNTY	0.26
034-181-01	EL DORADO COUNTY	0.24
035-286-11	EL DORADO COUNTY	0.15
036-582-13	EL DORADO COUNTY	3.83
033-691-05	EL DORADO COUNTY	0.31

CTA23010L- El Dorado County Community Forestry Urban Parcel Fuels Treatment Planning Grant

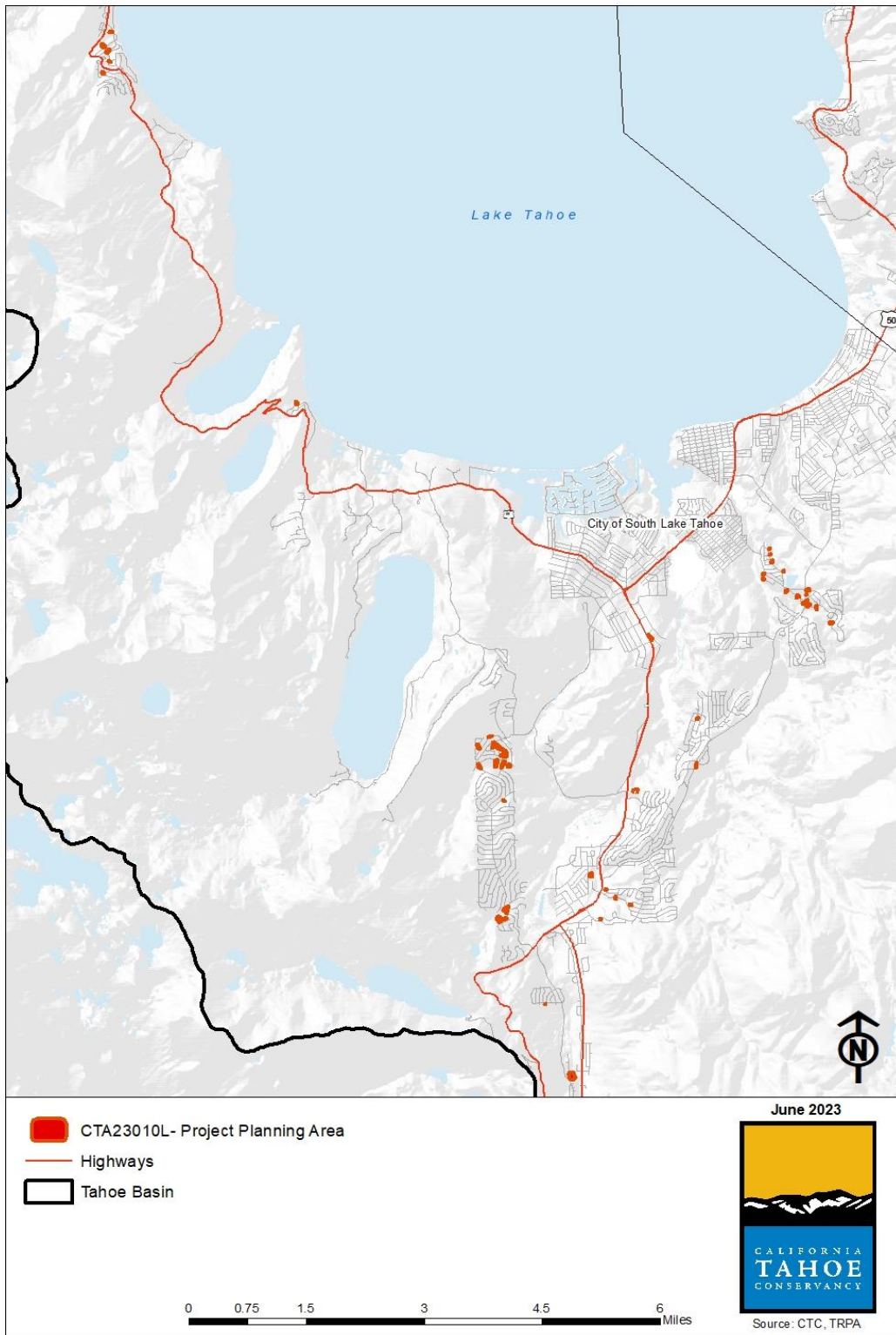


EXHIBIT B
Budget Detail and Payment Provisions

Project: El Dorado County Community Forestry Urban Parcel Fuels Treatment Planning

Grant Budget

The budget has been authorized for a maximum of \$78,045

TASK	DESCRIPTION	TOTAL
1	Project Management/ Grant Administration	\$6,450
2	Vegetation Management Plan (VMP) and Initial Project Preparation	\$71,595
GRANT TOTAL		\$78,045

1. Expenditure of Funds and Allocation of Funding Among Budget Items

- A. Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the Grant Budget above. If necessary, the Grantee shall submit a written request to revise the dollar amount of an item which may be increased by up to ten percent (10%) in the Grant Budget through a reallocation of funds from another item(s). The Grantee shall notify the Conservancy in writing at the time of requesting any such reallocation, and shall identify both the item(s) being increased and those being decreased. For any increase of more than ten percent (10%), the Grantee must include a reasonable justification for the reallocation of funds, and shall not proceed without written approval of the change by the Conservancy.
- B. Should a reallocation of the Grant Budget become necessary, the grantee must submit, in advance, a written request no later than thirty (30) days prior to the submission of an invoice requiring a budget reallocation.

2. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Conservancy agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. The Grantee shall request disbursement by filing with the Conservancy a fully executed "Request for Disbursement" form, using the template attached as **Exhibit D**, which contains:

- The invoice number;
- Grantee's name and address;
- The number of the Agreement (i.e., CTA23010LR);
- The date of the submittal;
- The amount of the invoice;
- The period of time for the services invoiced;
- Contact person and phone number;
- The expenditures broken down by task as shown in **Exhibit B**;
- The itemized documentation of all work done for which disbursement is requested, including complete timesheets and receipts; and
- The signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

Additionally, each form shall be accompanied by:

- Any supporting invoices or other source documents from contractors hired by the Grantee to complete any portion of the Scope of Work funded under this Agreement; and
- Documentation of the completion of the portion of the Scope of Work for which disbursement of grant funds is requested.

C. Invoices shall be submitted not more frequently than monthly, but no less than quarterly, in arrears to accounts.payable@tahoe.ca.gov.

D. Final invoice must be clearly marked as "FINAL". **Final invoice must be submitted no later than December 31, 2024.**

E. Invoices must be received within 14 days of the date on the invoice. Invoices received more than 14 days from invoice date may be rejected and a new invoice required.

F. Invoices submitted without proper documentation or other deficiency will be disputed within 10 days of receipt of the invoice. Payment will be withheld until the deficiency is cured.

3. Costs and Disbursements

Upon determination by the Conservancy that all conditions precedent to disbursement have been fully met, the Conservancy shall disburse to the Grantee, in accordance with the approved Grant Budget, a total amount not to exceed the amount of this grant, as follows:

Disbursements of grant funds shall be made incrementally as satisfactory progress is made on separate components of the Scope of Work and shall be on the basis of costs incurred. Ten percent (10%) per invoice for each task listed in the Scope of Work shall be withheld to ensure satisfactory completion of the Scope of Work.

The remaining amounts withheld shall be disbursed upon (1) Grantee's satisfactory completion of the Scope of Work, submittal of a Final Report, and a fully executed final Request for Disbursement substantially in the form of **Exhibit D**; and (2) final approval of the completed Scope of Work by the Grant Coordinator.

Any Request for Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, the Conservancy will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence because of delays in payment or other breach of the Agreement between the Grantee and the contractor, are the responsibility of the Grantee and are not reimbursable under this Agreement.

The Conservancy will make best efforts to forward each completed and approved Request for Disbursement form to the State Department of General Services or to the Office of the State Controller, as the case may be, within thirty (30) working days of receipt by the Conservancy.

4. Budget Contingency Clause

- A. 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 Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- B. 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 Grantee to reflect the reduced amount.
- C. In the event of termination, the parties agree to take all reasonable measures to prevent further costs under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (binding) obligations incurred by the Grantee in the performance of this Agreement until notice of termination.

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
List of Assurances

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

1. Grantee possesses legal authority to apply for and receive the grant funds and that where appropriate, a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. Grantee has sufficient funds or commitments for sufficient funds to complete the Scope of Work, over and above the portion to be borne by the Conservancy.
3. Except as otherwise provided by law, Grantee will give the Conservancy, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
4. Grantee ensures that any publications, studies, reports, or brochures which are made possible by or derived in whole or in part from the Project shall acknowledge the assistance of the Conservancy as follows: "Funding for this project has been provided in part by the California Tahoe Conservancy."
5. Grantee will cause work on the Scope of Work to be commenced within a reasonable time after receipt of notification from the Conservancy that funds have been approved, and will carry the work to completion with reasonable diligence.
6. Grantee agrees to use licensed professionals to perform services under this Agreement where such services are called for including legal, engineering, architectural and environmental sciences, qualified and licensed in the State of California.
7. Grantee shall comply with applicable State laws which may include (1) the Public Contract Code, including the State Contract Act; (2) the payment of workers compensation and where applicable the payment of prevailing wages; (3) building and health and safety code and disabled access law; and (4) the applicable requirements of the California Environmental Quality Act.
8. Grantee certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from

this Agreement.

Grantee shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Any individual who has participated in planning or setting priorities for a project funding solicitation or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds awarded through that solicitation.

Failure to comply with conflict of interest laws, including business and financial disclosure provisions may result in the Agreement being declared void or other legal action.

9. Grantee maintains a drug-free workplace in accordance with Government Code Section 8355 et seq., by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of this prohibition;
- (b) Establishing 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 drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations.
- (c) Submitting a drug-free workplace certification California State Form STD-21; and
- (d) Requiring that each employee engaged in the performance of the agreement to comply with the certification.

10. Grantee will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status. Grantee shall ensure that the evaluation and treatment of our/their employees and applicants for employment are free from such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Gov Code. § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fire Employment and Housing

Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full.

**EXHIBIT D
CALIFORNIA TAHOE CONSERVANCY
REQUEST FOR DISBURSEMENT
INVOICE**

FOR CONSERVANCY USE ONLY
Purchase Order:
Receipt:

To: ACCOUNTS PAYABLE California Tahoe Conservancy 1061 Thrid Street South Lake Tahoe, CA 96150	Submit Invoice and supporting documentation to: accounts.payable@tahoe.ca.gov
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Remit To: Grantee Project Manager El Dorado County South Lake Tahoe, CA 96150	Date: MM/DD/YYYY	Invoice Number:	Project Name: El Dorado County Community Forestry Urban Parcel Fuels Treatment Planning
	Agreement Number: CTA23010L	Grant Period: MM/DD/YYYY	Report Period:
	From: MM/DD/YYYY	To: MM/DD/YYYY	

1) GRANT BUDGET TASK CATEGORIES PER EXHIBIT B	2) GRANT BUDGET	3) EXPENSES THIS REPORTING PERIOD	4) YEAR TO DATE (YTD) EXPENSES = <i>Prior Expenses + Current Expenses</i>	5) RETENTION TO DATE BY TASK = <i>YTD Expense x 10%</i>	6) BALANCE (Grant Budget less YTD Expenses)	7) % OF BUDGET SPENT TO DATE
Tasks						
Task 1-Project Management/ Grant Administration	\$ 6,450.00	\$ -	\$ -	\$ -	\$ 6,450.00	0%
Task 2- Vegetation Management Plan (VMP) and Initial Project Preparation	\$ 71,595.00	\$ -	\$ -	\$ -	\$ 71,595.00	0%
		\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ -	
Total Task Expenses	\$ 78,045.00	\$ -	\$ -	\$ -	\$ 78,045.00	0%
Indirect Costs : N/A	\$ -	\$ -	\$ -	\$ -		
No Indirect Cost on Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Indirect Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	
				\$ -		
				\$ -		
8) Total	\$ 78,045.00	\$ -	\$ -	\$ -	\$ 78,045.00	0%
9) 10% Retention	\$ (7,804.50)	\$ -			\$ (7,804.50)	0%
10) TOTAL AMOUNT DUE		\$ -				0%

Summary of Worked Performed: Please provide a narrative description consistent with the Scope of Work of services performed, as represented by the costs identified in this invoice for this Agreement, and note and justify any corrections/changes to the amounts or totals above. Attach any additional pages if more space is needed.

11) CERTIFICATION OF GRANTEE

By my signature below, I certify that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant are true and correct to the best of my knowledge, and all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Print Name:
Print Title:

Grantee Signature: _____

Date: MM/DD/YYYY

_____	_____
Conservancy Grant Manager Signature	Date

INSTRUCTIONS
CALIFORNIA TAHOE CONSERVANCY (CONSERVANCY)
REQUEST FOR DISBURSEMENT FORM – GRANT PROGRAM

Heading: Enter the identifying information requested at the top of the form: Date, Report Period, SNC Agreement Number, SNC Reference Number, Agreement Term, Authorized Grantee Name, Remittance Address, and Contact Person.

- 1) Project Budget Categories:** Enter the project budget category names as shown on Exhibit A of the grant agreement under Project Cost/Project Budget Categories. Only these budgeted categories are reportable for expenses.
- 2) Budgeted Expenses:** Enter the amount of each budget category as shown on the Exhibit A of the grant agreement. The RFP Form will automatically calculate the total for the column. The total must be the same as the original grant agreement plus any approved augmentations.
- 3) Expenses This Reporting Period:** Enter your costs for the reporting period according to the budget categories shown in Exhibit A. The RFP form will automatically calculate the total for the column. Ensure that the total includes all expenses to be reported for the period prior to finalizing the certification signature and submittal of the form.**
- 4) Year to Date Expenses:** Enter the cumulative costs to date **including this reporting period** using prior RFP information. The RFP form will automatically calculate the total for the column. Ensure that the total to-date costs are accurate prior to finalizing the certification signature and submittal of the form.
- 5) Balance (Budgeted Expenses Less Year to Date Expenses):** This column calculates the balance of the grant award that is left available, based on the budgeted expenses compared to the expenses reported for year to date costs. The RFP form in Excel format will automatically calculate these figures.
- 6) Percent of Actual Year to Date Expenses to Budgeted Expenses:** Represents the percentage of to date expenses compared to the budgeted funds available under the grant agreement, according to budget categories. The Request for Payment form in Excel format will automatically calculate the percentages.
- 7) Total Reimbursement Report Period Expenditures:** This amount represents the total of the items shown for the “Expenses This Reporting Period”. The total in this column is automatically calculated as part of the Request for Payment in the Excel format.
- 8) 10% Withholding or Other Adjustments (If Any):** Per the 10% retention requirement in SNC Grant Agreements, this field will automatically deduct 10% from the “Expenses This Reporting Period” Column Total. This retention will be held until the final report is submitted and approved, and the project is 100% complete.
- 14) Requested Reimbursement:** This field is automatically calculated as part of the Request for Payment Form in the Excel format. This payment amount represents the expenses for the period, less the retention and/or repayment of advance funds. **Keep copies of all Request for Payment forms for your files.**

Grantee’s Certification: Enter the printed name of the authorized grantee representative with an original signature. Requests for payment cannot be processed without the original signature.

****Supporting Documentation:** All Request for Payment submissions must be accompanied by a summary coversheet that itemizes the expenses being submitted and lists subtotals for each of the Budget Categories shown on Exhibit A. Every expense submitted for reimbursement must be accompanied by supporting documentation that clearly substantiates the expense. Supporting documentation may include invoices, receipts, and/or timesheets. Please note on each supporting document which budget category the item is associated with.

EXHIBIT E

Eligible and Ineligible Costs

In general, only costs for items within the Scope of Work and the timeframe of the grant agreement are eligible for payment. Eligible expenses may be incurred by the grantee after the agreement is fully executed.

Eligible activities and expenses include, but are not limited to:

- review of existing data
- site analysis and base mapping
- preliminary project design necessary for environmental documentation
- opportunities and constraints analysis
- environmental review and documentation (including surveys and other environmental assessments)
- project administration
- interagency and public coordination and consultation
- preliminary specifications and cost estimates
- pre-acquisition activities (such as obtaining title reports, appraisals, legal descriptions and initial coordination with the property owners to determine if they are willing sellers)
- pre-construction monitoring related to the goals of the project
- preparation of permit applications
- project management/administration
- preparation of contract documents, including final design plans
- preparation of grant-required documents
- project specifications, engineering, and cost estimates
- preparation and processing of permit applications, including SWPPPs
- preparation of construction bid packages, project bidding, and award
- other relevant costs approved by Conservancy staff

Ineligible activities and expenses include, but are not limited to:

- all costs incurred before Conservancy Board authorization of grant award
- all costs related to the preparation and submittal of the grant application
- staff time beyond administration of grant products and requirements
- food, refreshments, and decorations
- marketing materials
- membership fees and associated costs for attendance at conferences
- ongoing project site operations and maintenance
- travel not expressly identified in the grant budget
- disallowance of per diem and mileage expenditures or at levels above State-authorized per diem amounts. Current rates are available online in chapter 700 (Travel) of the *California State Administrative Manual*
- funding for a purchase price above the appraised fair market value E
- equipment that will be used for purposes that are unrelated to the project
- costs that are not substantially related to the project

EXHIBIT F

REPORTING AND DATA REQUIREMENTS

WEBSITE ACCESSIBILITY

In accordance with California's Assembly Bill 434, documents prepared for publication on California State agency websites must comply with Level AA success criteria found in Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium (Gov. Code, § 11546.7., 7405 and 11135). Visit the California Department of Rehabilitation website for more details: <https://www.dor.ca.gov/Home/AB434>.

All deliverable documents must be submitted in Adobe PDF format, with a copy of a successful accessibility check report from Adobe Acrobat Pro CC. In addition, all original source documents (MS Office, Adobe Creative Cloud, etc.) must be delivered. For documents originating in Word, the original MS Word document in DOCX format must be provided, using the most recent version of MS Word, with a copy of a successful accessibility check report from Microsoft Word.

QUARTERLY REPORTING

- Project Name, CTA#
- Date Submitted; Reporting Period; Prepared by
- Invoice Number
- Summary of work completed during reporting period
- Discussion of any challenges or opportunities encountered
- Schedule Assessment (describe extent to which project is on track with the submitted schedule)
- Financial Analysis (describe extent to which the project costs are consistent with the submitted budget)
- Draft products, reports, interim findings, or other relevant data or materials produced
- Production Summary Table:

Product	Scheduled delivery date	Actual delivery date	Amount expended this period	Total amt. expended to date	% of total budget expended to date	Percent of task complete	Status

ANNUAL EIP REPORTING

- Grantees must submit their project to the Environmental Improvement Program (EIP) tracker (<https://eip.laketahoeinfo.org/>) within three months of grant agreement start date.
- Consult with the Tahoe Regional Planning Agency (TRPA) on EIP reporting, tracking, and performance requirements and complete reporting requirements (as applicable).

FINAL REPORTING: ALL GRANTS

- Project Name, CTA#
- Date Submitted; Prepared by
- Brief summary of the objectives of the project and how these objectives were accomplished

- Findings, conclusions, data or recommendations for follow-up or ongoing activities
- Financial Analysis (Final project costs for all funding sources; e.g., identify cost overruns compared to the approved budget, any cost savings, unused funding to be returned, etc.)
- Statement, if applicable, of future intent of public and/or private support to maintain or further develop the project, including proposed submittal dates for future funding
- Media coverage, as well as all promotional and educational materials produced
- Workplan work products and data, including public and agency meeting summaries (electronic)

FINAL REPORTING: IMPLEMENTATION GRANTS

- Project Name, CTA#
- Date Submitted; Prepared by
- Recorded Notice of Completion
- As-Built or Record drawings
- First year and second year post construction monitoring reports. These reports include photographs (prints and electronic data) of the completed project, with labels or annotations showing dates of photographs and briefly describing the subject of each picture.
- If applicable, water quality monitoring data and an analysis of the significance of this data in regard to the effectiveness of the site improvements in improving water quality.

ANNUAL EIP REPORTING

- Grantees must submit their project to the Environmental Improvement Program (EIP) tracker (<https://eip.laketahoeinfo.org/>) within three months of grant agreement start date.
- Consult with the Tahoe Regional Planning Agency (TRPA) on EIP reporting, tracking, and performance requirements and complete reporting requirements (as applicable).

METADATA STANDARD

The standard for GIS metadata in the State of California will adhere to the Federal Geographic Data Committee (FGDC) Standard. Organizations are free to develop, edit and enhance their organizational metadata based on the full FGDC standard, but as a minimum, the California Minimum Metadata Data Standard will provide organizations that ability to comply and document GIS data with the elements outlined below.

The FGDC Standard and the California Minimum Metadata Standard will apply to all authoritative and finalized GIS data products – to include both Raster and Vector data formats.

Abstract: Briefly describe what the dataset is about (who, what, where, when). Include any limitations of the dataset, assumptions made, and if there is anything special that the user of these data should be aware of.

Name: Uniquely identifies the dataset

Purpose: Briefly describe why the dataset was created.

Date: The date or range of dates when the data were gathered, or the date the photos, maps or other items at the core of the data set, were created.

Contact: Contact information for an individual or organization that is knowledgeable about the data set. Include:

Organization's Name: Program, administrative unit, and agency, company, or group name
Telephone Number: Including Area Code
E-Mail address: (Generic email address)

Field Definitions: List and define each field,

Abbreviation Definitions: For any field that contains numeric or alphabetic codes (e.g., SAC = Sacramento County), list each code/abbreviation and provide an unabbreviated definition.

Access/Use Constraints: Is there a need to limit who has access to see or read this dataset? If so, specify. If not, put "None". Also include how the data should be cited, if you want something specific.

Distribution: Define distribution constraints. Also designate the location of the data. If the data is distributed as a web service or end point, provide the url or link to the service

Progress: Complete or Incomplete.

Update Frequency: Possible values are: Continually, Daily, Weekly, Monthly, Annually, Unknown, As Needed, Irregular, None Planned, or

Projection: What is the Projected Coordinate System name?
Please define the complete projection information for your data here

Datum Which Datum is the projection in?
NAD83 (GCS_North_American_1983) (preferred)
NAD27 (GCS_North_American_1927)
WGS84 (WGS_1984)

ISO Topic Category and Category Code:

Farming	001
Biota	002
Boundaries	003
Climatology/ Meteorology/ Atmosphere	004
Economy	005
Elevation	006
Environment	007
Geoscientific Information	008
Health	009
Imagery/BaseMaps/ EarthCover	010
Intelligence/Military	011
Inland Waters	012
Location	013
Oceans	014
Planning / Cadastre	015
Society	016

Structure	017
Transportation	018
Utilities / Communication	019

Keywords: keyword tags that define the data. Example: Forest Cover – trees, canopy, woodland, coniferous, etc...

EXHIBIT G

MANDATORY INSURANCE PROVISIONS

Does not apply to State of California and Nevada Departments – Applies to ALL Subcontractors

INSURANCE. Throughout the time period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. Contemporaneous with the signing of this agreement, the CONTRACTOR shall file with a Certificate of Insurance, with a Best's Rating of no less than A:VII for Professional Liability Insurance and A:V for all other insurance showing. Documentation of such rating shall be provided at the same time Insurance Certificates are submitted.

In the event any policy is canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate of insurance prior to cancellation, the insurance shall be obtained on Contractor's behalf and the cost of the premium(s) shall be deducted from contract monies due the CONTRACTOR.

Worker's Compensation and Employers Liability Insurance:

By their signature hereunder, as CONTRACTOR, each person signing this agreement on behalf of the CONTRACTOR certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and he or she will comply with such provisions before commencing the performance of the work of this contract.

If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than ONE MILLION DOLLARS (\$1,000,000) each accident for bodily injury by accident, ONE MILLION DOLLARS (\$1,000,000) policy limit for bodily injury by disease, and ONE MILLION DOLLARS (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to California Tahoe Conservancy"

CONTRACTOR shall require all SUBCONTRACTOR to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be submitted upon demand.

General Liability Insurance:

CONTRACTOR shall maintain Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- ◆ TWO MILLION DOLLARS (\$2,000,000) each occurrence
- ◆ TWO MILLION DOLLARS (\$2,000,000) aggregate

If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - ◆ TWO MILLION DOLLARS (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ◆ TWO MILLION DOLLARS (\$2,000,000) Personal Injury Liability
 - ◆ TWO MILLION DOLLARS (\$2,000,000) for Products-Completed Operations
 - ◆ TWO MILLION DOLLARS (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be THREE MILLION DOLLARS (\$3,000,000).

Special Claims-Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written approval which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - ◆ TWO MILLION DOLLARS (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ◆ TWO MILLION DOLLARS (\$2,000,000) aggregate for Products Completed Operations
 - ◆ TWO MILLION DOLLARS (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverage:

If more than one policy is used to meet the required coverage, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved as noted above. In no cases shall the types of policies be different.

Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) “_____ and the State of California, California Tahoe Conservancy, *its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.*”
- 2) "The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage with respect to any insurance or self-insurance programs maintained by _____ and no insurance held or owned by the California Tahoe Conservancy shall be called upon to contribute to a CONTRACTOR loss. This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to California Tahoe Conservancy.

Additional Liability Insurance

CONTRACTOR . shall maintain automobile liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles, trucks, and other vehicles.

Additional Requirements

Premium Payments: The insurance companies shall have no recourse against the California Tahoe Conservancy and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to Grantor approval.

CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.