

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER CTA 20 028L	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

April 13, 2021 OR UPON SIGNATURE BY ALL PARTIES, WHICHEVER IS LATER

THROUGH END DATE

September 30, 2043

3. The maximum amount of this Agreement is:

\$ 440,000.00 Four Hundred Forty Thousand Dollars and No Cents

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	14
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Grant Schedule	2
+ -	Exhibit C List of Assurances	3
+ -	Exhibit D Request for Disbursement Form	2
+ -	Exhibit E Eligible and Ineligible Costs	1
+ -	Exhibit F Reporting and Data Requirements	4
+ -	Exhibit G Insurance Provisions	5
+ -	Exhibit H Proposition 1 Sign Guidelines	3
+ -	Exhibit I El Dorado County Grant Application	26

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

John Hidahl

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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AGREEMENT NUMBER CTA 20 028L	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

Acting Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol 1 5.80.B.2.b

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

1. Scope of Agreement

The Conservancy, acting pursuant to Section 66907.7 of the Government Code and its Board Resolution no. 20-12-03 of December 10, 2020, grants to Grantee a sum not to exceed **Four Hundred Forty Thousand Dollars (\$440,000)**, subject to the terms and conditions set forth below.

These funds shall be used for the Scope of Work described in **Exhibit A**, as part of the Country Club Heights Erosion Control Project – Phase 3 Implementation (the Project).

The Grantee hereby agrees to complete the Scope of Work in accordance with:

- a. The terms and conditions of this Agreement;
- b. The Budget Detail and Grant Schedule as set forth in **Exhibit B**;
- c. The Final Project Plans and Specifications (Final Plans) approved by the Executive Director of the Conservancy (the Executive Director) or designee pursuant to the paragraph entitled "Project Plans and Specifications" below.

The Grantee shall at all times exercise responsibility over the Scope of Work.

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
- b. Exhibit B, the Budget Detail and Grant Schedule
- c. Exhibit C, the List of Assurances
- d. Exhibit D, Request for Disbursement Form
- e. Exhibit E, Eligible and Ineligible Costs
- f. Exhibit F, Reporting and Data Requirements
- g. Exhibit G, Mandatory Insurance Provisions
- h. Exhibit H, Proposition 1 Sign Guidelines

- i. Exhibit I, Grant Application
- j. Final Project Plans and Specifications (Final Plans) upon approval by the Executive Director

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 this Agreement; (2) the Scope of Work; (3) the Final Plans (4) the Budget Detail and Grant Schedule; (5) the List of Assurances; (6) the Grant Application; (7) the Eligible and Ineligible Costs; (8) the Mandatory Insurance Provisions; (9) the Proposition 1 Sign Guidelines; (10) the Reporting and Data Requirements; and (11) the Request for Disbursement Form.

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 the 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. All Grantee agreements with consultants or contractors shall be reviewed by the Grant Coordinator prior to execution.

5. California Conservation Corps

The Grantee shall develop a scope of work and enter into an agreement with California Conservation Corps (CCC) and provide a copy of the agreement to the Conservancy as part of this Agreement.

6. Publicity and Acknowledgment

The 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.

7. Scope of Work Completion

The Grantee shall complete the Scope of Work by the completion dates provided in the Grant Schedule in **Exhibit B**. 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; and (3) a fully executed final "Request for Disbursement" form, **Exhibit D**. Within thirty (30) days of the 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 approve the final "Request for Disbursement" form and 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.

If the Grantee is not able to meet the Grant Schedule and requires additional time, a written request must be submitted to the Grant Coordinator no less than ninety (90) days prior to the End Date of the Agreement. Approval of a time extension is at the sole discretion of the Conservancy.

8. Project Plans and Specifications

The Grantee agrees to consult with the Conservancy and other appropriate agencies with respect to the design of the Project and to submit Final Plans for review and approval by the Executive Director or designee. Approval by the Executive Director or designee shall be by way of a written determination that Final Plans are consistent with this Agreement, and shall be a precondition of all of the following actions by the Grantee: (i) advertising for construction bids, (ii) entering into agreements with the CCC, and (iii) undertaking construction where no contractors are to be hired.

The Final Plans submittal to the Conservancy shall include:

- Final Hydro/Hydraulic Memorandum and Design Report;
- Pollutant Load Reduction Modeling;
- Final Permits;
- 100% Construction Plans and Specifications (which have been stamped by a licensed engineer, or approved by the Public Works Director, Chief Engineer or Project Engineer);
- Engineer's Estimate;
- Bid Documents;

- The wording and location of all signs to be erected pursuant to the paragraph “signage,” below; and
- Any other item not listed above which are contained in the final bid package.

9. Progress Reports and Final Report

Grantee shall submit progress reports and a Final Report consistent with **Exhibit F** to the Grant Coordinator. Progress reports shall be submitted at least 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 B**. A request for final payment shall be submitted in conjunction with, but not as a portion of, the Final Report.

10. Copies of Data, Plans and Specifications, Reports

The Grantee shall provide the Conservancy with copies of all data, design plans, specifications, photographs, negatives, 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 technical review of interim or final grant deliverables prior to making reimbursement or final payments.

11. 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**.

12. Costs and Disbursements

The Grantee shall request disbursement by filing with the Conservancy a fully executed "Request for Disbursement" form (**Exhibit D**) which contains:

- The invoice number;
- Grantee's name and address;
- The number of the Agreement (i.e., CTA 20 028L);
- The date of the submittal;
- The amount of the invoice;
- Contact person and phone number;
- The expenditures broken down by task;
- 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.

All requests for disbursement shall be consistent with **Exhibit E**, the List of Eligible and Ineligible Costs. Any invoice 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.

Conservancy will make best efforts to forward each completed and approved invoice 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.

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 described in **Exhibit B**, a total amount not to exceed the amount of this grant, as follows:

Disbursements of grant funds shall be made incrementally as separate components of the Scope of Work are satisfactorily completed and shall be on the basis of costs incurred. The final ten percent (10%) of the total grant amount shall be withheld to ensure satisfactory completion of the Scope of Work. Upon substantial completion of the Scope of Work, the amount withheld may be reduced by the Conservancy to not less than five percent (5%).

The final payment shall be disbursed upon (1) Grantee's satisfactory completion of the Scope of Work, submittal of a Final Report, Operations and Maintenance Plan, 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.

The final invoice must be submitted on or before May 1, 2024.

13. Term of Agreement; Termination

This Agreement shall take effect on the Effective Date. The term of the Agreement shall run from the Effective Date through the point of completion of construction of all Project improvements and terminate upon **September 30, 2043** (End Date) or the end of the useful life of the improvements (typically 20 years), whichever is sooner, unless otherwise terminated or amended as provided herein.

All work shall be completed by the completion date(s) shown in the Grant Schedule in **Exhibit B** (the Completion Date). The Grantee agrees to submit all work products

identified in **Exhibit A** by the date set forth in the Grant Schedule for each task by the Completion Date. For good cause shown, the Completion Date, as well as any other dates set forth in the Grant Schedule, may be extended by the Executive Director upon written request by the Grantee. Such extension shall be at the sole discretion of the Conservancy.

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

14. Signage

The Grantee shall erect and maintain signs in accordance with the Final Plans. Signs must identify the Project and the respective roles of the Conservancy and the Grantee,

and acknowledge the funding assistance from the Conservancy. Projects funded by "The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1)" must comply with the sign guidelines set forth in **Exhibit H**.

15. Conditions Precedent to Construction and/or Disbursement

In addition to any other conditions contained herein, no construction of the Project or other work on site shall be undertaken until written evidence has been provided to the Conservancy:

- a. that each contractor has furnished a performance bond in favor of the Grantee, in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value;
- b. that all permits and approvals necessary to begin construction under applicable local, State, and Federal laws and regulations have been obtained;
- c. that Grantee has complied with the requirements set forth in the paragraph entitled "Insurance", below; and
- d. that the Grantee has obtained ownership or sufficient control of the Project site to ensure implementation and maintenance of the Project.

16. Operation and Maintenance

Grantee must develop an Operations and Maintenance Plan, as described in the Scope of Work, and submit to the Grant Coordinator for review and approval. The Operations and Maintenance Plan shall remain in effect throughout the term of this Agreement. Grantee agrees to operate and maintain the Project in a manner consistent with the Operation and Maintenance Plan and to submit all required reports pursuant to the terms of the Operation and Monitoring Plan and Scope of Work. The Operations and Maintenance Plan must include regular reporting to the Conservancy related to inspections and ongoing maintenance activities. For two years after completion of construction, Grantee shall submit annual monitoring reports demonstrating that the Project is performing as expected and being maintained pursuant to the Operations and Maintenance Plan. The Grantee shall submit annual reports of site conditions, operations, and maintenance consistent with the Operations and Maintenance Plan until termination of this Agreement.

The Grantee agrees to assume all operation and maintenance costs of the Project and the Conservancy and the State shall not be liable for any cost of such operation and

maintenance. Nothing in this Agreement shall prevent the Grantee from receiving additional grants for such purposes to the full extent of the law. Grantee may only be excused from its obligations for operation and maintenance of the Project site during the term of this Agreement upon written approval by the Executive Director for good cause shown. "Good cause" includes, but is not limited to, natural disasters which destroy the Project improvements and render the Project obsolete or impracticable to rebuild. The Executive Director's decision to excuse Grantee for good cause shall not be unreasonable denied.

17. Liability

The Grantee shall be responsible for, indemnify, and save harmless the Conservancy, its Director(s), agent(s), and employee(s) 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, except for active negligence of the Conservancy, its Director(s), agent(s), or employee(s). The duty of the Grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778.

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 Director(s), agent(s) or employee(s), for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the Conservancy's active negligence 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.

Conservancy assumes no responsibility for assuring the safety of the Project improvements and the Project site. Conservancy's rights under this Agreement to review, inspect, or approve the Final Plans and Project improvements and/or its election to exercise or not to exercise those rights, shall not give rise to any warranty or

representation that the Final Plans, Project improvements, or the Project site are free of defects and hazards.

18. Insurance

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 for construction of 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 insurance coverage cannot be obtained, or is cancelled or reduced 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.

19. 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 Code of Regulations, Title 2, Division 4.1). The applicable regulations of the Fair Employment and Housing Council, implementing Government Code Section 12990 et seq., set forth in Subchapter 5, Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations 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.

20. 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.

21. 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.

The 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 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 California Tahoe 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.

22. 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.

23. Assignability

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.

24. 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.

25. 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.

Should an amendment become necessary, a written request must be submitted to the Grant Coordinator no later than ninety (90) days prior to the term of this Agreement. The approval of an amendment is at the sole discretion of the Conservancy and may require additional authorization from the Conservancy's governing board.

26. Grant Coordinator(s)

Jen Greenberg, (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 Dan Kikkert, Project Lead, or designee.

27. 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.

28. Grantee Approvals

All actions and approvals, required to be taken by the Grantee under this Agreement, may be taken by the Grantee's Project Lead, Dan Kikkert, or designee.

29. Resolution

The signature of the Executive Director or other authorized Conservancy official on this Agreement certifies that the Conservancy granted up to Four Hundred Forty Thousand

Dollars (\$440,000) for the Country Club Heights Erosion Control Project – Phase 3 pursuant to Resolution no. 20-12-03 passed on December 10, 2020.

30. Sections and Headings

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

31. 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.

32. 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.

EXHIBIT A
Scope of Work

Project: Country Club Heights Erosion Control Project – Phase 3 Implementation

This Scope of Work relates entirely to activities El Dorado County will conduct for the Country Club Heights Erosion Control Project – Phase 3 (Project), as fully described in the County’s Final Initial Study/Mitigated Negative Declaration (IS/MND), dated April 7, 2020. The Project includes multiple-benefit storm water quality, stream environment zone, and public access improvements. To implement the Project, El Dorado County will restore a portion of the Upper Truckee River floodplain by removing historical fill material; treat storm water runoff prior to it reaching the River by removing asphalt and fill to construct an infiltration basin; improve drainage by installing culverts; and improve access for people recreating by constructing a decomposed granite path in place of existing trails.

Work Tasks:

Task 1 – Advertise and Award

After the Conservancy approves the Final Plans, Specifications, and Bid Documents for the Project, El Dorado County shall prepare Project bid packages, advertise the Project for construction bids, and award a contract. The construction bid and award process shall be consistent with State and local public agency requirements.

Task 1 Deliverables:

1. Project bid package, including any addendums and attachments
2. Proof of construction bid advertisement

Task 2 – Project Construction

El Dorado County’s implementation contractor will construct the Project consistent with the Final Plans. El Dorado County will use this grant funding to remove willows and conifer trees, excavate the historic fill material, restore the Upper Truckee River floodplain, construct an infiltration basin and decomposed granite path, and install interpretive signage. For two years after completing construction, El Dorado County shall submit annual monitoring reports demonstrating that the Project is performing as expected and being maintained pursuant to the Operations and Maintenance Plan.

Task 2 Deliverables:

1. Tailgate meeting minutes
2. Picture of Proposition 1 Project sign
3. As Built Plans and Project photos
4. Operations and Maintenance Plan
5. Two annual Monitoring Reports

Task 3 – Plant Establishment

El Dorado County will utilize California Conservation Corps (CCC) crews where possible to remove willows and conifer trees, protect and stabilize the site, and establish new native vegetation consistent with the approved Final Plans. Native vegetation will consist of container plants and/or seeds consistent with the approved Final Plans.

Task 3 Deliverables:

1. Final executed agreement with CCCs

EXHIBIT B
Budget Detail and Grant Schedule

Project: County Club Heights Erosion Control Project – Phase 3 Implementation

Grant Budget

The budget has been authorized for a maximum of Four Hundred Forty Thousand Dollars (\$440,000).

Tasks	Budget
Advertise and Award	\$1,500
Project Construction	\$380,000
Plant Establishment	\$25,000
Contingency	\$33,500
Total	\$440,000

Grant Schedule

The schedule below indicates the anticipated completion dates for the major deliverables of the grant.

Tasks	Completion Dates
Advertise and Bid	April 2021
Begin Project Construction	July 2021
End Project Construction	September 2021
Operations & Maintenance Monitoring Reports	September 2023
Completion of Operations & Maintenance period	September 2043 or 20 years after completion of construction

The Grant Coordinator must be notified of any delay in completion of the deliverables 45 days prior to the date in the Grant Schedule.

1. 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 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.

2. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee for actual expenditures incurred in accordance with the **Exhibit E**, the List of Eligible and Ineligible Costs.
- B. Invoices shall be submitted not more frequently than monthly, but no less than quarterly, in arrears to accounts.payable@tahoe.ca.gov.
- C. The final invoice MUST be submitted NO LATER than **May 1, 2024** and must be marked "FINAL".

3. 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 District 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 or 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 and/or Local Agency Public Construction 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.

**EXHIBIT D
Request for Disbursement**

**CALIFORNIA TAHOE CONSERVANCY
GRANT PROGRAM INVOICE**

(Reference Instructions on following page - Failure to follow instructions may result in non-payment of invoice)
THIS OFFICIAL INVOICE FORMAT MAY NOT BE MODIFIED

From:
El Dorado County
2850 Fairlane Ct
Placerville, CA 95667
530-621-4008

To:
Accounts Payable
California Tahoe Conservancy
1061 Third Street
South Lake Tahoe, CA 96150
accounts.payable@tahoe.ca.gov

CTC Grant Agreement No.: CTA 20 028L

④ Grantee Invoice No.: 20 028L-1

② Billing Period: _____

③ Submittal Date: _____

Line Items	Grant Allotment (per line item of N/A)	GRANT FUNDS ONLY		Total Expenditures to Date ④ + ⑤ = ⑥	% of Line Item Budget Spent to Date ⑥ ÷ Grant Allotment = %	⑦ If Applicable: Match For This Reporting Period Only
		④ Previous Expenditures to Date (From previous invoice)	⑤ Current Expenditures Grant Funds Only			
Advertise and Award	\$1,500	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Direct Construction	\$380,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Plant Establishment (CCCs)	\$25,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Contingency	\$33,500	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
TOTALS	\$440,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

FOR CTC STAFF
CTC Initials/Date _____

FOR DGS-CFS STAFF
Date Received from DWQ _____
Date to Accounting _____

⑧ Total Amount Due This Invoice

⑨ Final Invoice

GRANTEE SIGNATURE

⑩ _____
Grantee Project Director or Designated Representative Date

By signing this invoice I certify, under penalty of law, that this document and any attachment was prepared by me or under my direction in accordance with the terms and conditions of each Grant Agreement Exhibit and, to the best of my knowledge and belief, is accurate. I certify that any and all fees due to the California Tahoe Conservancy have been paid. I am aware that there are significant penalties for submitting false or misleading information.

FOR STATE USE ONLY

⑪ _____
Grant Manager Date

I certify this invoice, to the best of my knowledge and belief, is accurate and complete and I approve this invoice payment.

Rev. 2-11-14

10% Withheld (Retention)	
The final ten percent (10%) of the total grant amount shall be withheld to ensure satisfactory completion of the Scope of Work. Upon substantial completion of the Scope of Work, the amount withheld may be reduced by the Conservancy to not less than five percent (5%)	
CTC Date Stamp	DGS-CFS Date Stamp

EXHIBIT D
Request for Disbursement

Instructions for Grant Program Invoice

Information pertaining to this Grant program Invoice template is located in Exhibit B of the executed Grant Agreement.

FOR STATE USE ONLY

Line Item: Line Item listed per Exhibit B - Line Item Budget

Grant Allotment: Amounts allotted to Line Item Budget per Exhibit B of Grant Agreement.

% of Line Item Budget spent to date: Calculation of total expenditures divided by Grant Allotment. Shouldn't exceed 100%

TO BE COMPLETED BY GRANTEE/PROJECT DIRECTOR

- ① **Grant Invoice Number:** Assign a sequential invoice number, for example: 1, 2, 3.
- ② **Billing Period:** Enter Billing Period of work performed. Example for quarterly billing: Jan 1, 2021 to Mar 31, 2021. Example for monthly billing: Jan 1, 2021 to Jan 31, 2021.
- ③ **Date:** Enter the Date invoice is submitted.
- ④ **Previous Expenditures to Date:** From the last invoice, enter line item amounts from "**Total Expenditures to Date.**" If first invoice, enter zero (0).
- ⑤ **Current Expenditures (Grant Funds Only):** Enter the current grant fund charges for this billing period.
- ⑥ **Total Expenditures to Date:** This is calculated by adding the Previous Expenditures and Current Expenditures.
- ⑦ **If Applicable:** Match Amount For This Invoice: COMPLETE ONLY IF MATCH IS INCLUDED IN THE GRANT AGREEMENT BUDGET. Enter the match dollars applied to this invoice billing period.
- ⑧ **Total Amount Due This Invoice:** The amount due is the Total Current Expenditures.
- ⑨ **Final Invoice:** Check this box for final invoice only.
- ⑩ **Grantee Program Director or Designated Representative:** Original signature and date (in ink).

FOR STATE USE ONLY

- ⑪ **Grant Manager:** Original signature and date (in ink).

EXHIBIT E
Eligible and Ineligible Costs

For costs to be eligible for reimbursement, the costs must be within the scope of the project, supported by appropriate documentation, and completed by the required deadline as identified in the grant agreement. Costs related to project-specific performance measures and project reporting are eligible, and if requested, must be included in the project budget. Grant funds must be spent consistent with General Obligation Bond Law, Government Code section 16727.

Eligible expenses may be incurred by the Grantee on or after the Effective Date. The following represents a non-exclusive list of the types of activities and/or expenses that are generally eligible for reimbursement (subject to further negotiation and the type of grant agreement):

- Direct project management/administration, including detailed, well-documented staff costs agreed to during the development of the grant agreement
- 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)
- 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
- 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 generally 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
- Membership fees and associated costs for attendance at conferences
- Ongoing project site operations and maintenance
- Travel not expressly identified in the grant budget
- Per diem and mileage expenditures at levels above State-authorized per diem amounts. Current rates are available online in chapter 700 (Travel) of the

California State Administrative Manual

- Food, refreshments, and decorations not associated with per diem or travel expenses
- Funding for a purchase price above the appraised fair market value
- Equipment that will be used for purposes that are unrelated to the project
- Costs that are not substantially related to the project
- Indirect costs (i.e., costs not directly attributable to the project such as shared costs or office space)

EXHIBIT F
Reporting and Data Requirements

SEMI-ANNUAL PROGRESS REPORT

- a. Project Name, CTA#;
- b. Date Submitted, Reporting Period, Prepared by;
- c. Invoice Number;
- d. Summary of work completed during reporting period;
- e. Discussion of any challenges or opportunities encountered in accomplishing the Scope of Work;
- f. Schedule Assessment (describe extent to which project is on track with the schedule of deliverables);
- g. A narrative financial report comparing costs to date and the approved Scope of Work and budget. This report should state whether or not the Scope of Work is progressing within the approved budget, including an explanation of any potential deviations;
- h. Draft products, reports, interim findings, or other relevant data or materials produced, including a statement of task or milestones and a report of the status on each, and including as applicable, any public and agency meetings and the results of such meetings;
- i. Copies of any other relevant materials produced under the terms of the agreement; and
- j. 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

FINAL REPORT

- a. Project Name, CTA#;
- b. Date Submitted, Prepared by;
- c. Brief summary of the objectives of the Scope of Work and how these objectives were accomplished;
- d. Findings, conclusions, data or recommendations for follow-up or ongoing activities;
- e. 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.);
- f. 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;
- g. Copies of all news articles and any other media coverage, as well as all promotional and educational materials produced as a result of this agreement; and
- h. The work products identified in the Scope of Work, including summaries of any public and agency meetings conducted in relation to the project.

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).

DATA REPORTING FORMATS

Grantee shall submit all data required by the Agreement in one or more of the following formats, as applicable:

Tabular Data: Excel Spreadsheets, Access databases, or Comma, Space, Value (CSV) are acceptable for all tabular data that does not include spatial references associated with a latitude/longitude, mapped boundary, or imagery/raster/data used in remote sensing.

Spatial Data: ESRI-usable format, meaning the data must have special reference (coordinate system-geographic or projected, and a special extent) and include metadata, at minimum in accordance with Biogeographic Information and Observation System (BIOS) metadata standards (<http://desktop.arcgis.com/en/desktop/latest/manage-data/metadata/metadata-standards-and-styles.htm>). Grantee acknowledges that the Conservancy will enter spatial data into the State's BIOS, where applicable. BIOS is designed to enable the management, visualization, and analysis of biogeographic data collected by the Department of Fish and Wildlife and its partner organizations.

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.

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.

Organization's Name: Program, administrative unit, and agency, company, or group name
Telephone Number: Including Area Code, E-Mail 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, or Planned.

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
Insurance Provisions

1. INSURANCE

PUBLIC WORKS CONSTRUCTION

GENERAL INSURANCE REQUIREMENTS: The Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that the Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
- B. Commercial General Liability (CGL) Insurance of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability. This insurance can consist of a minimum One Million Dollar (\$1,000,000) primary layer of CGL and the balance as an excess/umbrella layer, but only if the County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy.
- C. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in performance of the contract.
- D. In the event Contractor is a licensed professional and is performing professional services under this contract, professional liability is required with a limit of liability of not less than One Million Dollars (\$1,000,000).
- E. Explosion, Collapse, and Underground coverage is required when the scope of work includes XCU exposures.

PROOF OF INSURANCE REQUIREMENTS:

- A. Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the El Dorado County Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- B. The County of El Dorado, its officers, officials, employees, and volunteers, and the State of California, California Tahoe Conservancy (Conservancy) its officers, officials, employees,

and volunteers are included as additional insureds, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general liability and excess liability insurance policies. Proof that the County and Conservancy are named additional insureds shall be made by providing the El Dorado County Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the County and Conservancy additional insureds.

- C. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Agreement.
- D. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSURANCE NOTIFICATION REQUIREMENTS:

- A. Contractor agrees that no cancellation or material change in any policy shall become effective except upon prior written notice to the County of El Dorado at the office of the Community Development Agency - Transportation Division, 2850 Fairlane Court, Placerville, CA 95667.
- B. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the El Dorado County Risk Management Division.

ADDITIONAL STANDARDS: Certificate shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the El Dorado County Risk Management Division, as essential for protection of the County.

COMMENCEMENT OF PERFORMANCE: Contractor shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH: Failure of Contractor to maintain the insurance required herein, or to comply

with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

REPORTING PROVISIONS: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers, or Conservancy, its officers, officials, employees, or volunteers.

PRIMARY COVERAGE: The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against the County of El Dorado or Conservancy, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

CONTRACTOR'S OBLIGATIONS: Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

GOVERNING PRECEDENCE: To the extent that this Section, "Public Works Construction-General Insurance Requirements," is inconsistent with 7-1.12, "Indemnification and Insurance," of the State of California, Department of Transportation, Caltrans, Standard Specifications, July 2002, this Article shall govern; otherwise each and every provision of such Section 74.12 shall be applicable to this Agreement.

PROFESSIONAL SERVICES/CONSULTANT

Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
- C. Automobile liability insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Consultant in performance of the contract.
- D. In the event Consultant is a licensed professional, and is performing professional services

under this contract, professional liability (for example, malpractice insurance) is required with a limit of liability not less than One Million Dollars (\$1,000,000).

- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the El Dorado County Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant shall immediately provide a new certificate of insurance as evidence of required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the El Dorado County Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - i. The insurer will not cancel the insured's coverage without prior written notice to the County; and
 - ii. The County of El Dorado, its officers, officials, employees, and volunteers, and the State of California, California Tahoe Conservancy (Conservancy) its officers, officials, employees, and volunteers are included as additional insureds, on an additional insured endorsement, but only insofar as the operations under this contract are concerned. This provision shall apply to all general and excess liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers or Conservancy, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado or Conservancy, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event contractor cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this contract for not less than three years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the El Dorado County Risk Management Division, as essential for protection of the County.

2. INDEMNITY

PUBLIC WORKS CONSTRUCTION

To the fullest extent allowed by law, the Contractor shall defend, indemnify, and hold the County and the California Tahoe Conservancy (Conservancy) harmless against and from any and all claims, suits, losses, demands, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County or Conservancy employees, or damage to property, or any economic consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, Conservancy, the Contractor, subcontractors, or employee of any of these, except active or sole negligence, or willful misconduct of the County, Conservancy, its officers and employees, where expressly prohibited by statute.

The duty to indemnify and hold harmless the County and Conservancy specifically includes the duties to defend set forth in Section 2778 of the Civil Code.

The insurance obligations of the Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify, nor should they be construed as modifying or in any way limiting, the insurance obligations set forth in the Contract Documents.

Exhibit H

Proposition 1 Sign Guidelines

Authority:

All projects funded by “The Water Quality, Supply, and Infrastructure Improvement Fund of 2014” (2014 Water Bond Act) must include a posted sign acknowledging the source of funds following guidelines developed by the Resources Agency. Reference Section PRC 5096.309; Water Code Section 79700.

Purpose:

To Inform the public that the 2014 Bond Act that they voted for are providing public benefits throughout the State and that their Bond dollars are at work and helping make California a better place to live. This message will reinforce the need for additional funding for similar projects.

Universal Logo:

All signs will contain a universal logo that will be equated with the 2014 Bond Act statewide. The logo is available for download at: <https://resources.ca.gov/grants/Grant-Program-Resources>.

Tier I and Tier II:

For the purpose of sign guidelines only, all projects are divided into Tier I and Tier II projects (Archeological sites are excluded):

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

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

Minimum Requirements: Tier I

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

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

Minimum Requirements: Tier II

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

Sign while under construction:

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

(Description of Project)

**Another project to improve
California's water quality, supply, and infrastructure**

**Funded by Proposition 1
The Water Bond Act of 2014**

Gavin Newsom, Governor

Recommended size of signs while under construction; Minimum of 4.5' x 7.5'.

Project completion sign:

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

(Description of Project)

**Another project to improve
California's water quality, supply, and infrastructure**

**Funded by Proposition 1
The Water Bond Act of 2014**

Wade Crowfoot, Secretary for Natural Resources Agency

Gavin Newsom, Governor

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

Sign Construction:

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

Sign Duration:

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

Sign Cost:

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

Appropriateness of Signs:

For projects where the required sign may be out of place (such as some refurbished cultural and historical monuments and buildings), the project officer/grants administrator in consultation with the applicant may authorize a sign that is tasteful and appropriate to the project in question. Alternate signage must be immediately recognized as a Water Bond 2014 sign.

Sign on State Highways:

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

Exhibit I



EL DORADO COUNTY DEPARTMENT OF TRANSPORTATION

<http://www.edcgov.us/DOT/>

PLACERVILLE OFFICES:

MAIN OFFICE:

2850 Fairlane Court, Placerville, CA 95667
(530) 621-5900 / (530) 626-0387 Fax

CONSTRUCTION & MAINTENANCE:

2441 Headington Road, Placerville, CA 95667
(530) 642-4909 / (530) 642-0508 Fax

LAKE TAHOE OFFICES:

ENGINEERING:

924 B Emerald Bay Road, South Lake Tahoe, CA 96150
(530) 573-7900 / (530) 541-7049 Fax

MAINTENANCE:

1121 Shakori Drive, South Lake Tahoe, CA 96150
(530) 573-3180 / (530) 577-8402 Fax

September 11, 2020

California Tahoe Conservancy
Attention: *Proposition 1 Grant Program*
1061 Third Street
South Lake Tahoe, CA 96150

**Subject: Grant Application Package for the Conservancy Proposition 1 – Round 3
Grant Program – Country Club Heights Erosion Control Project – Phase 3**

Dear Proposition 1 Grant Program Coordinator:

This letter serves as the County of El Dorado Department of Transportation (County) grant application package submission for the Country Club Heights –Phase 3 implementation grant for the subject grant program.

The County is appreciative of this opportunity and looks forward to hearing from the Proposition 1 Review Team.

Should you have any questions, please feel free to contact me at (530) 573-7914 or by email at dan.kikkert@edcgov.us.

Sincerely,

Daniel Kikkert, P.E.
Senior Civil Engineer

Enclosures

c: John Kahling, EDC DOT
Brendan Ferry, EDC LRP
Russell Wigart, EDC LRP
Donaldo Palaroan, EDC-DOT



COMMUNITY DEVELOPMENT AGENCY TRANSPORTATION DIVISION

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California Tahoe Conservancy, Proposition 1 Grant Application Form

1: Project Name: Country Club Heights Erosion Control Project - Phase 3 (Implementation)

2: Has organization applied for, or does it intend to apply, funding from another public agency for this project? YES

Grant Program	Amount	Secured
USDA FS SNPLMA	\$270,000	Yes
TRPA Mitigation	\$83,000	Yes
California Wildlife Conservation Board	\$440,000	No

3. Contact Information

- a) **Applicant Name:** El Dorado County
- b) **Official Mailing Address:** 924B Emerald Bay Road, South Lake Tahoe, CA. 96150
- c) **Other Address:** N/A
- d) **Authorized Signatory/Title:** Rafael Martinez, Director of Transportation
- e) **Application Contact / Project Manager:** Daniel Kikkert, P.E., Sr. Civil Engineer
- f) **Contact's Phone:** (530) 573-7914
- g) **Contact's Email:** dan.kikkert@edcgov.us
- h) **Other Key Personnel who may represent the application:**
Rafael Martinez, Director, Department of Transportation
(530) 621-7533
rafael.martinez@edcgov.us

John Kahling, P.E, Deputy Director, Department of Transportation
(530) 642-4974
john.kahling@edcgov.us

Donaldo Palaroan, P.E., Sr. Civil Engineer, Department of Transportation
(530) 573-7920
donaldo.palaroan@edcgov.us

Brendan Ferry, Deputy Director, Long Range Planning Division
(530) 573-7905 – Tahoe
brendan.ferry@edcgov.us

Russell Wigart, Stormwater Coordinator, Long Range Planning Division
(530) 573-7924
russell.wigart@edcgov.us

4. Project Type: Implementation

5. Primary Focus Area: Stormwater Quality

Secondary Focus Area: Ecosystem and Watershed Management

6. Is this project on the current 5-year EIP list? Yes

7. Project Description, including Project Benefits and Consistency with Statewide Priorities and the Lake Tahoe Environmental Improvement Program (EIP):

Purpose and need

The purpose of this project is to address prior development impacts associated with the old “Elks Lodge” property by creating natural features for the treatment of stormwater and dry weather runoff, including capture, treatment, and reuse by using the natural functions of soils and plants. This will be accomplished partially through the removal of impervious asphalt / historically degraded lands / non-native fill and the restoration of SEZ function through the project area. This project provides a great opportunity to improve water quality, reduce localized flooding, and increase water supplies for beneficial uses and habitat / SEZ enhancement. More specifically, this project will restore proper function of a native meadow system, allow for peak volume reduction of stormwater runoff through groundwater recharge, remove impervious asphalt within an SEZ, and enhance recreational opportunities for the area.

This project will provide improvement to four TRPA threshold areas: improve **water quality** of stormwater runoff, **soil conservation** to address previously impacted areas, restore **wildlife** habitat, and enhance **recreation** opportunities for the area. The proposed improvements will: 1) provide additional treatment of storm water runoff utilizing publicly owned lands, 2) remove hard coverage to restore previously developed areas within the project area, 3) reconfigure and reconstruct the existing parking lot on the old Elks Lodge property reducing impervious coverage and installing BMPs and 4) construct permanent facilities for ADA access to the Upper Truckee River and the existing trail network.

Short executive summary

The County of El Dorado Department of Transportation (County) proposes to implement the Phase 3 portion of the Country Club Heights EC Project (Project) to improve water quality, restore an impacted SEZ, create habitat and achieve recreation and natural resource objectives. The Phase 3 Project area is located within the overall Country Club Heights Project area (EIP# 01.01.01.0021) (Figure 1). The Phase 1 and 2 portions of the project addressed impacts from prior development throughout the subdivision while Phase 3 is focused on the lower Elks Club area. The Phase 3 Project site is located south of the City of South Lake Tahoe, east of Highway 50, and consists primarily of County maintained rights of way and three publicly owned parcels: two by the California Tahoe Conservancy (Conservancy) and one by the County (Figure 2). The

three parcels are bounded to the north by the Upper Truckee River. One of the conservancy owned parcels was purchased in 2008 from the Elks Lodge. Prior to the purchase the parcel contained the Elks Lodge facility, a large parking lot, and a large compacted bare dirt fill area used for events and rented to the Tahoe Flea Market for summer markets. In 2009 the Conservancy demolished the building and 2019 was the last year the Flea Market was operational.

The County has put together the planning and environmental documents to: 1) remove non-native fill from the site to help restore a portion of the flood plain; 2) remove non-native fill to construct a wet infiltration basin to capture and treat stormwater runoff prior to reaching the Upper Truckee River; 3) construct a dedicated decomposed granite path from the parking lot to the River; and 4) reconstruct a reduced size parking lot, ADA compliant with BMPs, to accommodate current year round recreational use of the area (Figure 3). Removal of the non-native fill will enable restoration of the site to its predevelopment stage. The fill removal sites will be restored to a wet meadow condition, promoting the revegetation of wet meadow and wetland plant species in order to promote wet meadow habitat restoration. Restoration of the area will restore habitat for native wildlife and migratory birds.

Projects consistency with Focus Area(s) and applicable Focus Area-Specific Guiding Documents

The primary Focus Area for this grant is Stormwater Quality with Ecosystem and Watershed Management as the secondary Focus Area. The County has a functionally equivalent stormwater resource plan (FE SRP) that was approved by the State Water Resource Control Board on March 23, 2017, making the County eligible for Proposition 1 grant funds under the Stormwater Quality focus area. This project is also incorporated into the Tahoe Sierra Region Stormwater Resource Plan dated February 28, 2018. This project will assist with TMDL load reduction targets through the capture and recharge of groundwater in stream zones located in and around the project area as well as disconnection of currently directly connected stormwater runoff. Historic conveyance has limited the inundation of portions of the meadow system within the project area. This project will reconnect meadows and allow for treatment through shallow dispersion and capture. The County will continue to utilize the Conservancy's Preferred Design Approach in the development of preferred improvements. As noted earlier, this project is associated with the existing Country Club Heights Erosion Control Project. The project is included in the County Pollutant Load Reduction Plan (PLRP) and EIP 5 year prioritization list. All monitoring associated with this project will follow and be consistent with the Regional Stormwater Monitoring Program (RSWMP).

Projects multiple benefits, within or across Focus Areas, including any climate change benefit

This project consists of many attributes that provide multiple benefits to several focus areas. These include:

Stormwater Quality

- Water quality improvements in a 303D listed water body, through the treatment and

filtering of stormwater runoff at targeted locations.

- Increased attenuation of stormflows in historically disconnected meadow systems
- Groundwater recharge through infiltration and storage.
- Flood control through improved conveyance in and around the project area.
- TMDL Fine sediment load reductions
- Low impact development (LID) – the Project will utilize LID principles in the design and development of Project improvements.

Ecosystem and Watershed Management

- Restoration of disturbed stream environment zones
- Removal of impervious asphalt in a stream environment zone
- Greenhouse gas reductions through restored wetland function
- Reduced stream temperature impacts through reductions in warmer water runoff, total suspended solids (TSS) / fine sediment particles (FSP) and nutrients

Sustainable Communities

- Utilizing public land to capture, store and treat water
- Increasing public access and allowing roads to be open more frequently through flood mitigation and improved pavement condition
- Recreational enhancement through improved trail connectivity

How the project provides fisheries or ecosystem benefits or improvements that are great than required applicable environmental mitigation measures or compliance obligations

Improvements that will contribute to ecosystem and fishery benefits include:

- Capture and storage of coarse and fine sediment that impact downstream fish spawning areas.
- The reduction of nutrients to downstream water resources and potential algae growth through the improvement of dissolved oxygen (DO) levels and reduction of biological oxygen demand (BOD).
- Lowering stream temperatures through inundation / infiltration of surface waters. Infiltration / inundation of surface water to groundwater causes the stream to “gain”, thereby forcing the stream to be recharged by cooler groundwater resulting in lower downstream temperatures.

8. Project Schedule and Readiness/Feasibility:

The Project is complete through the planning and environmental phases. The County is working on pre-final plans, specifications, and estimates (PS&E) and anticipates taking the project out to bid in the winter of 2021. Federal funding previously awarded to the County for this project is set to expire in December 2021. As a result the County will be constructing this project in the summer of 2021.

Milestone	Dates
	Phase 3
Final Plans, Specifications, Reports	January 2021
Final Agency Permits and Submittals	February 2021
Advertise and Bid	April 2021
Award Contract	May 2021
Begin Construction	August 2021
End Construction	September 2021

9. Innovation and Science:

This project will be incorporated into the TMDL Lake Clarity Crediting Program (LCCP) and modeled in the Pollutant Load Reduction Model (PLRM). These tools quantify, track, report and credit improvements that encourage actions to improve the clarity of Lake Tahoe. Also included in this will be the requirements to inspect, report and maintain all registered improvements in the project area using a series of BMP Rapid Assessment Methods (RAM). This system was designed to create accountability for improvements and encourage their continual maintenance. The current tools are housed / registered on the LTinfo website with declarations accounted for annually.

A primary goal of this Project is to support the Lake Tahoe TMDL in reversing and restoring Lake Tahoe’s optical clarity, whose loss is attributed to increased fine sediment and increased algae production from nutrients. This Project will reduce fine sediments and nutrients generated in the urban uplands, which, according to the TMDL have the greatest opportunity for pollutant load reductions. Though the TMDL focuses on deep lake water transparency, the reduction of runoff volume and associated reduction of nutrient loading will also benefit nearshore water quality. Increased infiltration of runoff to groundwater associated with reducing runoff volumes will allow for recharge of drought impacted groundwater. This project also aims to connect hydrologically underutilized stream environment zones and wetlands for improving multiple ecosystems and providing community benefits. Removal of impervious surfaces (asphalt and compacted non-native fill) will provide a restoration benefit and unique restoration opportunity.

By implementing BMPs in urban uplands of this Project area, this Project promotes the reduction of TMDL targeted pollutant loads and strives to accelerate compliance with the Tahoe TMDL, water quality standards of the Lahontan Basin Plan, Lake Tahoe Regional Plan and 208 Lake Tahoe Water Quality Management Plan.

10. Performance Measures:

- *Describe project-specific performance measures and quantities. Describe methods used to obtain quantities.*

The project will restore up to 1.5 acres of SEZ through removal of excess asphalt and non-native fill. An offline infiltration basin will be constructed within the limits to take stormwater runoff flows from the tributary watershed and treat the runoff through flow spreading in the restored SEZ. Restoration quantities will be assessed through measuring pre/post project impervious coverage and amount of fill material removed.

- *Indicate how project effectiveness will be assessed*

Project effectiveness will be assessed by the following: 1.) Photographic documentation of improvements 2) The collection of stormwater samples to assess the projects impact on outfall sediments loads, and 3) Through visual assessments during and after storm events.

The offline infiltration basin will allow for capture and treatment of the “first flush” of a storm event which is typical of higher pollutant load concentrations. Grab samples will be periodically collected above and below the project improvements to help gauge effectiveness of the improvements.

Visual assessments will be documented through photo monitoring and will be used to verify that plant establishment is occurring and that vegetative cover and composition is consistent with adjacent similar undisturbed areas. These assessments will occur for a minimum of 2 years.

- *Describe the proposed monitoring and evaluation methods and data to be collected and evaluated.*

A water level recorder will be placed in the newly constructed basin to monitor basin elevation and storage volume. Being that volume reduction and storage is a key indicator of potential wetland performance / success, including the ability to promote groundwater recharge, this will allow for evaluation of some of the projects key objectives. As with any SEZ restoration, knowing the inundation period as well as the volume will help aid in understanding project successes. Also a piezometer may be installed to monitor shallow groundwater within the surrounding basin.

Stormwater runoff from Elk’s Club Drive is currently being monitored for flow, volume and water quality. Additional grab samples will be collected above and below the new infiltration basin inlet/outlet. These samples will be analyzed for turbidity and potentially for water quality. Turbidity is known and calculated to be a sound surrogate for TSS and FSP, therefore turbidity/FSP/TSS correlations may be used for the quantitative assessment of loading.

Monitoring Goal

The goal is to measure the reduction in the volume of stormwater runoff retained including the amount of very fine inorganic sediment and coarse sediment in stormwater runoff before and after the planned improvements.

Methods

Water levels will be measured within the basin using a water level recorder in order to understand the stormwater volume treated, the saturation timing, frequency and length. Also, a piezometer may be installed to measure periodic / inter-annual shallow groundwater depth.

Water quality monitoring will involve the collection of grab samples at a suitable location. Samples will be collected during runoff events which may include rain, rain on snow, thunderstorm, or spring snow melt. Storm event monitoring will be performed as needed using discrete sampling techniques.

Effectiveness

The Project’s effectiveness will be assessed through both quantitative and qualitative assessments. The Tahoe TMDL includes the use of the Pollutant Load Reduction Model (PLRM) to quantify average annual pollutant loads and runoff volumes to calculate FSP, Total Phosphorous and Total Nitrogen loads and load reductions. The County of El Dorado will also include other performance calculations such as event based load calculations, as necessary to quantify and demonstrate project success.

Quantitative Assessments:

- 1.) The PLRM provides quantifiable metrics for understanding pollutant transport loads and volumes. Any collected data will be used to inform and identify the PLRM loads and targets. Information from the PLRM also includes:
 - a. FSP Loads and Load Reductions;
 - b. Nitrogen Loads and Load Reductions; and,
 - c. Phosphorous Loads and Load Reductions.

- 2.) Measurements are continually being collected as part of the NPDES program. Data will continue to be collected as part of this Project in an effort to quantify the measured loads and load reductions associated with this Project.

Qualitative Assessments:

- 1.) Photographic documentation
 - a. Photo monitoring to include assessments of long term stability and success through vegetation establishment to inform potential adaptive management.
- 2.) Visual inspections
 - a. Semi-annual visual inspections will inform of any potential problems that need to be addressed and also help inform adaptive management.

Multi-benefit EIP stormwater projects will be monitored and benefits will be evaluated through the EIP Lake-Saving Project Tracker. LTinfo Lake Clarity Tracker. The Tracker includes performance measures (among others) to quantify:

#	Performance Measure	Performance Measure Unit
4	Parcels with Stormwater Retrofits	parcels

5	Miles of Roads Treated	miles
6	Miles of Street Sweeping	miles
9	Acres of SEZ Restored or Enhanced	square feet

11. Project Budget; Leveraged Funding:

Budget Categories/ Activities	Conservancy Request	Cost Share (secured or applied for)	Unfunded Amount	Total Project Cost
Design Phase				
95% Design (Pre-final Plans and Specifications)		20,000.00		20,000.00
100% Design (Final Plans and Specifications)		20,000.00		20,000.00
Construction Phase				
Advertise and Award	1,500.00	10,000.00		11,500.00
Construction Administration		98,000.00		98,000.00
Direct Construction Cost	380,000.00	225,000.00	400,000.00	1,005,000.00
Revegetation / CCCs	25,000.00			25,000.00
Contingency	33,500.00	20,000.00	40,000.00	93,500.00
Monitoring		10,000.00		10,000.00
Total	440,000.00	403,000.00	440,000.00	1,273,500.00

Additional information/explanations:

- The County has submitted a pre-proposal application to the California Wildlife Conservation Board (WCB) for the “unfunded amount” for the Project. If the County is unsuccessful in securing these funds the County will either a) look to be successful in securing another funding source or b) reduce the scope of planned project improvements commensurate with secured funding.
- Contingency request is <10% of total grant request

12. Organizational Capacity:

The County Tahoe Engineering office has a long history of delivering projects on time and on budget. The organization is fully committed to continue its relationship with the Tahoe agencies, partners, and stakeholders to deliver another important EIP project. The project team will consist of a project manager, engineering support staff and the appropriate administrative support. A brief staff bio is as follows:

Daniel Kikkert, P.E.

Project Manager, Sr. Civil Engineer

Daniel Kikkert is a licensed civil engineer who has been working in the El Dorado County Tahoe Engineering Unit for over 17 years. His focus has been on project management, design, and complex technical analysis of stormwater treatment and conveyance systems for erosion control and water quality projects. He is also one of the lead developers of the County Asset Management System used by staff to inventory and inspect existing public works related assets.

Education

BS, Geophysics, UC Riverside, 1993
MS, Geophysics, University of Utah, 1996
PE Civil, State of California, 2006

Russell Wigart, CPSWQ, CPESC, QSD

Monitoring, Stormwater Coordinator – Tahoe Basin

Russell Wigart has 20 years of experience in the Lake Tahoe Basin with emphasis on stormwater management, treatment, and monitoring. His focus is on regulatory compliance, infrastructure maintenance tracking and training, project coordination, research, and monitoring as they relate to water quality. Russell has managed several projects including erosion control, water quality improvement, restoration, monitoring, and research and development. The planning and monitoring unit he works in is responsible for County compliance with the State of California NPDES program including implementation of the County's Tahoe Stormwater Management Plan (SWMP) and Pollutant Load Reduction Plan (PLRP).

Education

BS, Forestry and Natural Resources Management,, Cal Poly SLO, 1999

Dave Goodell

Lead Design, Assistant Civil Engineer

Dave Goodell has over 15 years of experience in the Lake Tahoe Basin with design inspection and permit compliance. His current focus is on the CAD design and analysis of water quality projects.

Education

BS, Environmental Engineering, Northern Arizona University

13. Public, Stakeholder, and Agency Support:

County of El Dorado Department of Transportation – Project Implementer
United States Forest Service – Funding Agency
California Tahoe Conservancy – Funding Agency
Tahoe Regional Planning Agency – Regulating Agency
Lahontan Regional Water Quality Control Board – Regulating Agency
Tahoe Resource Conservation District – Community Participant/ Public Outreach
Bicycle Advisory Committee – Community Participant

Public Support – This Project includes an extensive community outreach component in the Meyers community to inform and educate the public of the need for BMP retrofit and encourage public participation through BMP implementation, rain water harvesting, recycling, nutrient management and responsible management practices.

Technical Advisory Committee (TAC)

This Project TAC includes all stakeholders including technical design, funding, regulatory and utilities. Agencies include the County of El Dorado, CTC, California Department of Parks and Recreation, California Department of Transportation, USFS, TRPA, Lahontan, Tahoe Resource Conservation District (TRCD), South Tahoe Public Utility District, Southwest Gas, AT&T, and Liberty Utilities. The TAC has input relative to the design and review of plans relative to the Project. The Project uses a modified Preferred Design Approach that engages all stakeholders to keep the project on schedule and assist in expeditious approvals and finalize permitting.

Political Support

1. Pursuant to the requirements of Section 208 of the Clean Water Act, the TRPA prepared a Water Quality Management Plan (208 Plan) in 1978 for the Lake Tahoe Basin. The 208 Plan identifies erosion, runoff, and disturbance resulting from development such as subdivision roads as primary causes of the decline of Lake Tahoe's water quality. The 208 Plan also mandates that capital improvement projects such as this Project be implemented to bring all County of El Dorado roads into compliance with BMPs by the year 2008.
2. In the early 1980's, the California Regional Water Quality Control Board – Lahontan Region (Lahontan) adopted a Basin Plan that also mandated that BMPs be implemented within the Tahoe Basin to protect the water quality of Lake Tahoe and its tributaries.
3. In 1987, the CTC completed a report entitled "A Report on Soil Erosion Control Needs and Project in the Basin" that further identified specific project areas for BMP retrofit.
4. In 1992, TRPA and the County of El Dorado entered into a Memorandum of Understanding (MOU) related to completing various water quality and erosion control efforts within the County of El Dorado using the Transportation Division's Maintenance and Operations.
5. In 1997, TRPA developed a Basin-wide EIP that defined various projects in need of BMP/erosion control retrofits.
6. In 2007, Basin plan update and TMDL effort.

7. In 2011, TMDL for Tahoe is adopted
8. In 2011, US Senator Dianne Feinstein, California Governor Edmund G. Brown, Jr., Nevada Governor Brian Sandoval and U.S. EPA Regional Administrator Jared Blumenfeld signed a TMDL roadmap to return the lake to almost 100 feet of clarity within 65 years.
9. In 2012, TRPA Regional Plan Update

Plans Associated with the Project

- ❖ County of El Dorado Stormwater Management Plan/ Pollutant Load Reduction Plan;
- ❖ Storm Water Resource Functional Equivalent Plan;
- ❖ Meyers Area Plan;
- ❖ Lahontan Basin Plan;
- ❖ TRPA Regional Plan;
- ❖ Department of Water Resources (DWR) Urban Water Management Plan; and,
- ❖ Integrated Regional Stormwater Management Plan.

14. Environmental Documents:

This Project is not exempt from CEQA. The County completed an Initial Environmental Study/ Environmental Assessment (IES/EA) for the Country Club Heights Phase 3 Project Area. A California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND) was adopted by the El Dorado County Board of Supervisors on April 7, 2020.

15. Corps Consultation:

A Corps consultation has been completed by the County and is attached to the application. The California Conservation Corps has determined that it is feasible for their team to offer assistance with the Project.

16. Land Tenure, if applicable:

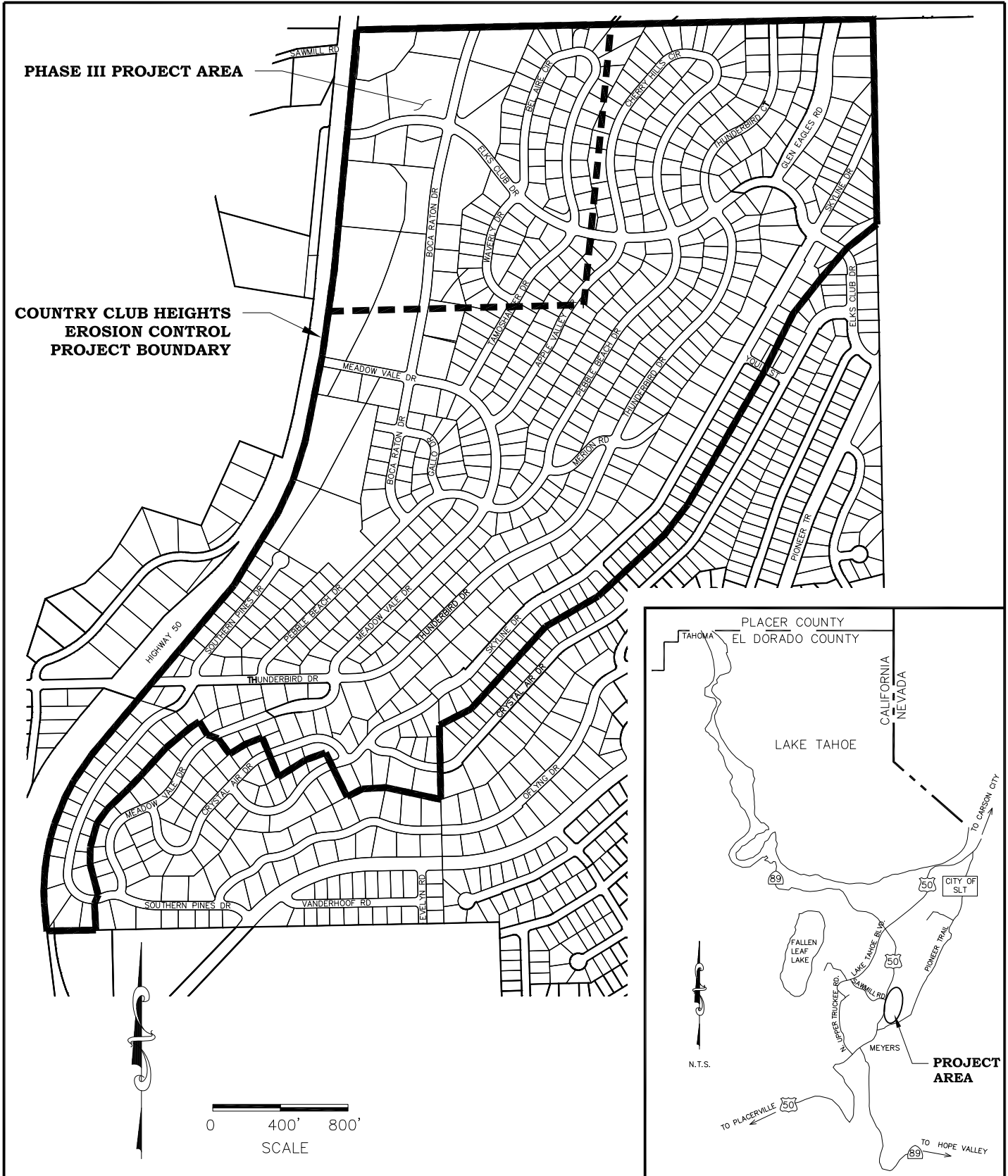
Adequate site control will be obtained by the County. Improvements proposed within existing County of El Dorado ROW and drainage easement areas are available for County use. The County will pursue license agreement(s) for the following parcels:


APN	Owner	Improvements
033-191-004	CTC	Decomposed Granite (DG) Path and Culvert
033-191-005	CTC	DG Path, Reconfigured parking lot, removal of non-native fill, flood plain restoration, and construction of infiltration basin
033-192-004	CTC	Temporary – Construction of pipe inlet structure

The County has received general support from the Conservancy for the project making issuance of license agreements likely.

17. Governing Body Resolution:

Resolution confirming County's commitment attached.

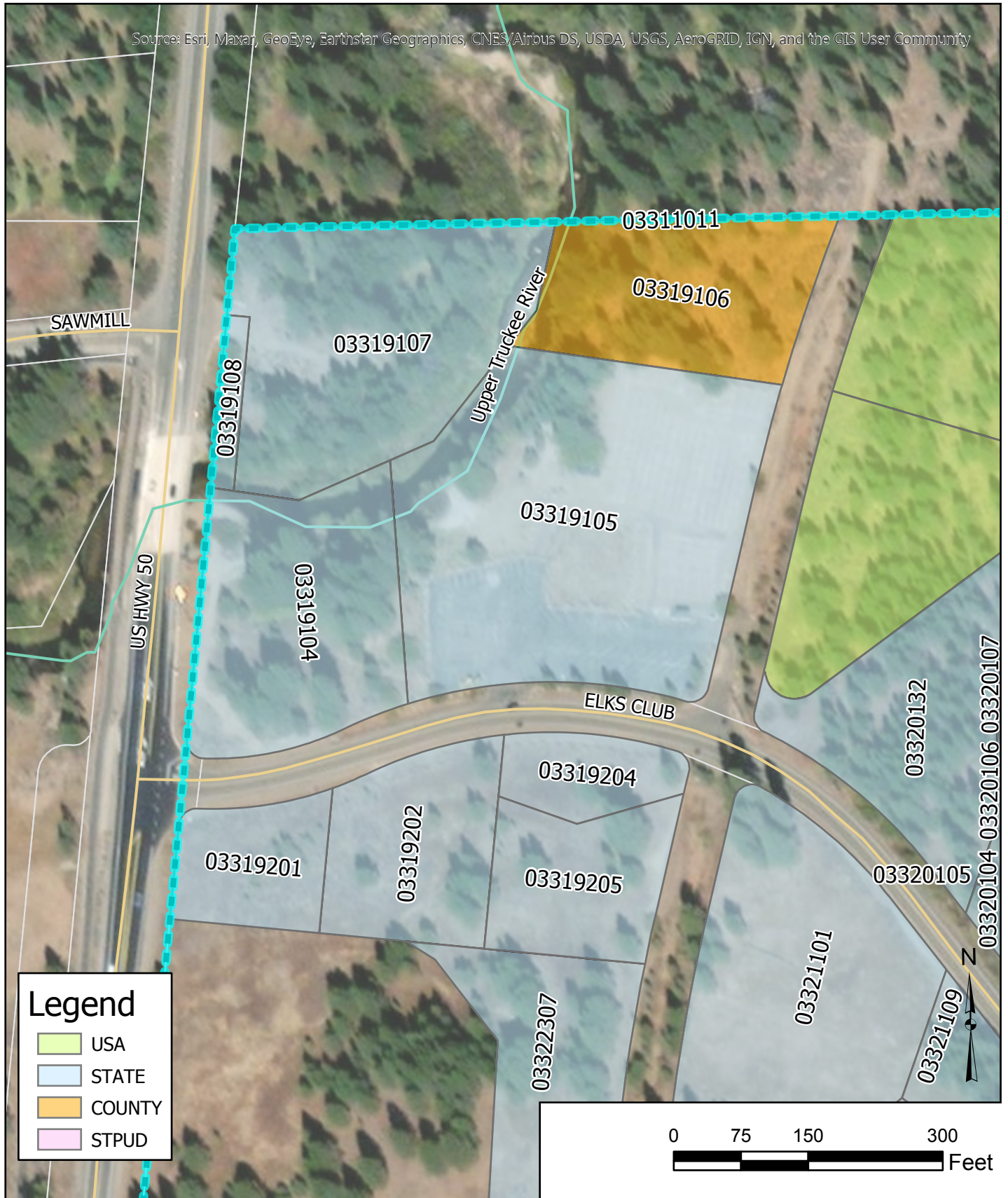




COUNTY OF EL DORADO
 COMMUNITY DEVELOPMENT AGENCY
 TRANSPORTATION DIVISION

COUNTRY CLUB HEIGHTS EROSION CONTROL PROJECT
Phase III
LOCATION MAP


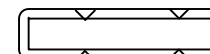
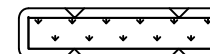

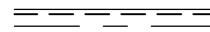
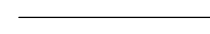




DATE: 12/2018	PROJECT NO.: 95191	BY: DMG
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FIGURE
1

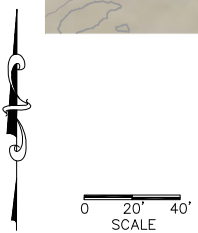



 <p>COUNTY OF EL DORADO COMMUNITY DEVELOPMENT SERVICES DEPARTMENT OF TRANSPORTATION</p>	<p>COUNTRY CLUB HEIGHTS WATER QUALITY PROJECT PHASE 3 PUBLIC PROPERTY MAP</p>		<p>FIGURE 2</p>
	<p>DATE: 03/2019</p>	<p>PROJECT NO: 95191</p>	<p>BY: DWK</p>

LEGEND

-  PROPOSED PIPE
-  PROPOSED BASIN / SEZ ENHANCEMENT
-  PROPOSED FILL REMOVAL / RESTORATION
-  PROPOSED AC REMOVAL / RESTORATION
-  PROPOSED BIKE PATH
-  PROPOSED TRAIL
-  PROPOSED ROCK SPILLWAY
-  EDUCATIONAL / INFORMATIONAL OUTREACH SIGN
-  ZIG ZAG FENCING
-  BATHROOM FACILITY

NOTE:
THIS PROJECT IS LOCATED IN AN ENVIRONMENTALLY SENSITIVE AREA. YOU MUST EXERCISE UTMOST CARE TO PROTECT AND MAINTAIN EXISTING VEGETATION AND MINIMIZE SOIL COMPACTION WITHIN CONSTRUCTION AREAS.



 COUNTY OF EL DORADO DEPARTMENT OF TRANSPORTATION	COUNTRY CLUB HEIGHTS PHASE III WATER QUALITY PROJECT Preliminary Site Plan - LOWER ELKS CLUB DR		FIGURE 3
	DATE: 08/2020	PROJECT NO.: 9519	BY: DMG

Country Club Heights Erosion Control Project - Phase 3 (Lower Elks Club Drive)

Preliminary Construction Cost Estimate

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)	ITEM TOTAL (in Figures)
Schedule A					
1	Mobilization	1	LS	\$ 53,000	\$ 53,000
2	Traffic Control	1	LS	\$ 10,000	\$ 10,000
3	Sweeping	20	DAY	\$ 250	\$ 5,000
4	Install & Maintain Temporary BMPs	1	LS	\$ 30,000	\$ 30,000
5	Remove Asphalt Concrete - Parking lot / Misc Areas	16,371	SF	\$ 4	\$ 65,484
6	Elks Club Wet Infiltration Basin	3,824	CY	\$ 60	\$ 229,440
7	Remove Fill	1,053	CY	\$ 60	\$ 63,180
8	18" Plastic Pipe	240	LF	\$ 250	\$ 60,000
9	18" Steel Flared End Section	4	EA	\$ 750	\$ 3,000
10	Rock Slope Protection	6	CY	\$ 250	\$ 1,500
11	Tree Removal (Estimated)	20	EA	\$ 500	\$ 10,000
12	Humus - Topsoil	97	CY	\$ 150	\$ 14,622
13	Mulch	102	CY	\$ 200	\$ 20,474
14	Tackifier	63,168	SF	\$ 0.12	\$ 7,580
15	Revegetation (Seed)	1	LS	\$ 5,000	\$ 5,000
16	Zig Zag Fencing (814 linear feet)	6	DAYS	\$ 2,880.00	\$ 17,280
Schedule A Subtotal					\$ 595,560
Schedule B					
1	Reconstruct Trail - DG (Trail)	111	CY	\$ 150	\$ 16,650
2	Reconstruct Parking Lot	17,305	SF	\$ 12	\$ 207,660
3	Parking Lot Infiltration Area	85	CY	\$ 100	\$ 8,500
4	Paint Parking Stalls (1-Coat)	327	LF	\$ 2	\$ 654
5	Minor Concrete (Curb and Restroom Pad)	31	CY	\$ 1,600	\$ 49,600
6	AC Walkway	2,737	SF	\$ 12	\$ 32,844
7	Steel Gates	2	EA	\$ 5,000	\$ 10,000
8	Interpretive Signage	3	EA	\$ 1,000	\$ 3,000
Schedule B Subtotal					\$ 328,908
Phase 3 Total (Schedule A & B)					\$ 924,468
Contingency 10%					\$ 92,447
Total					\$ 1,016,915
Construction Management 14%					\$ 142,368
CON PHASE GRAND TOTAL				\$	1,159,283
Funding Source					
		CE	CON	contingency	Total
	USFS (Secured)	\$ 25,000.00	\$ 225,000.00	\$ 20,000.00	\$ 270,000.00
	State WCB (pre-proposal)	\$ -	\$ 400,000.00	\$ 40,000.00	\$ 440,000.00
	Conservancy - Prop 1 (this application)	\$ 1,500.00	\$ 405,000.00	\$ 33,500.00	\$ 440,000.00
	TRPA WQ (secured)	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
	TRPA SEZ (secured)	\$ 53,000.00	\$ -	\$ -	\$ 53,000.00



California Conservation Corps and Certified Community Conservation Corps Corps Consultation Form



Proposition 1 – Water Bond – Chapter 6

To initiate the Corps Consultation Process, this completed form and all required attachments must be emailed to the California Conservation Corps (CCC) and certified local conservation corps (represented by the California Association of Local Conservation Corps (CALCC)):

California Conservation Corps: Prop1@ccc.ca.gov

California Association of Local Conservation Corps: Inquiry@Prop1CommunityCorps.org

Upon completion of the consultation process, both the CCC and CALCC will each send to the Applicant a completed Corps Consultation Review Document to include with the grant application. Please see the Corps Consultation Process for more information. A copy of the process can be requested from the state department administering the grant program.

Except for an exempted project as noted below, this Corps Consultation Form shall be completed by entities applying for funding through Proposition 1, Chapter 6, Protecting Rivers, Lakes, Streams, Coastal Waters and Watersheds. Applications that do not include Corps Consultation Review Documents demonstrating that both Corps have been consulted will be deemed noncompliant and will not be considered for funding.

The Corps have determined that projects that do not include hand labor are exempt from the consultation process and do not need to submit a Corps Consultation Review Document to the administering agency. The Corps must be consulted on all other projects, including planning projects and scientific studies with field work such as baseline studies, invasive plant removal, native plant propagation, mapping, and site maintenance.

1. Is this application solely for planning or acquisition with no field work?

Yes (Application is exempt from the requirement to consult with the Corps and no further action is required)

No (proceed to Question 2)

2. Department/Conservancy administering the grant program to which you are applying for funding:

3. Name of Grant Program:

4. Due date of Grant Application:

5. Anticipated Grant Award Date:

6. Name of Grant Applicant Organization:

7. Project Title:

8. Project Start and End Dates:

9. Anticipated Start and End Dates for Corpsmember Labor (identify all seasons, if applicable):

10. Best person to contact regarding project details:

Name:

Email Address:

Title & Organization:

Phone Number:

11. Project Description identifying key project activities, deliverables, and a clear description of field work
(Attach additional pages if necessary):

12. Portions of this project that can be carried out by Corpsmembers. If unfamiliar with the full capabilities of Corpsmembers, type "Uncertain". (Attach additional pages if necessary):

13. Please attach the following:

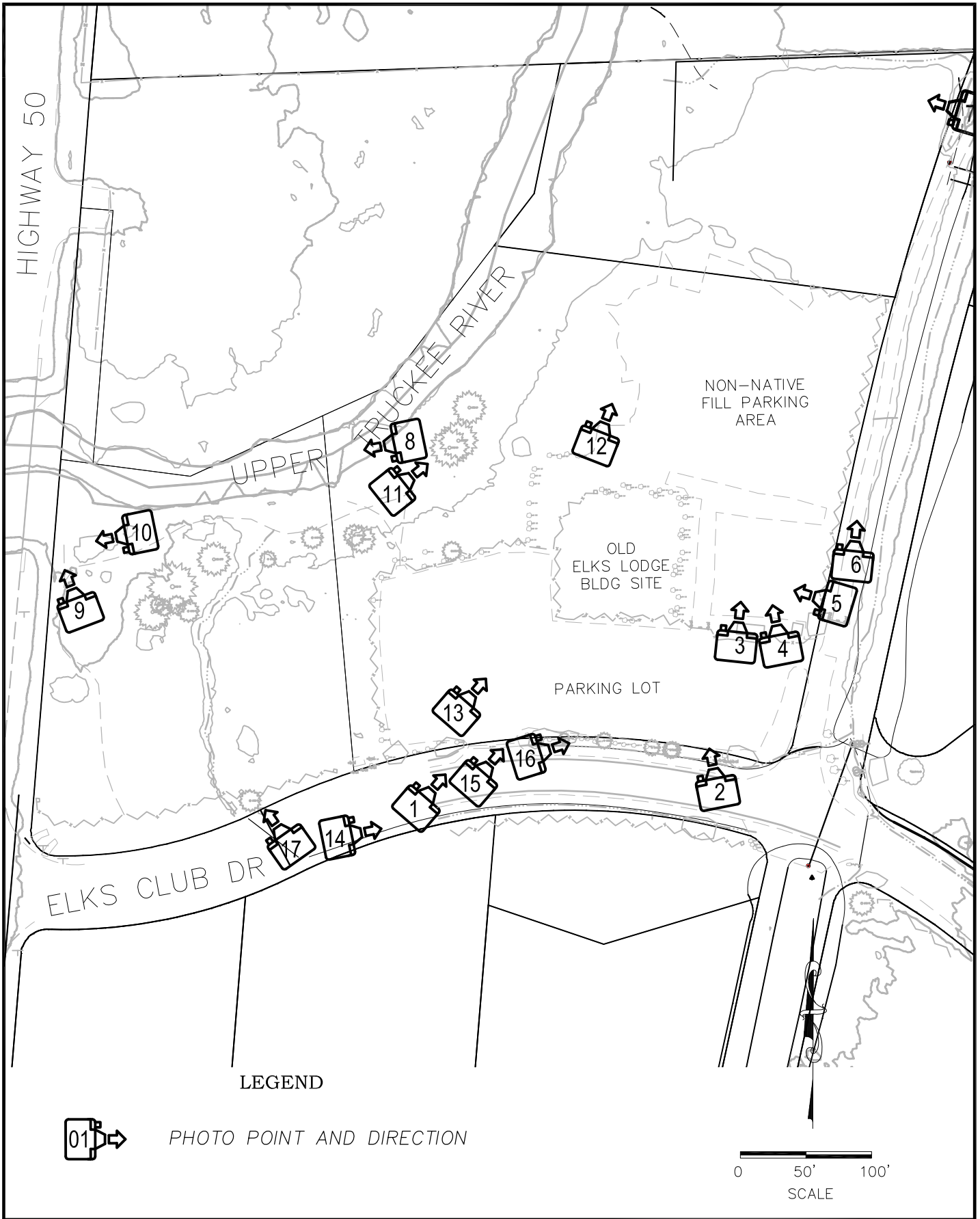
- Project Location Map(s) (required)
- Site Plan(s) (if available)
- Any other information that would be helpful for Project Managers to understand your project

Notes

CCC and CALCC representatives will return a Corps Consultation Review Document to applicant via email within 10 business days of receipt of a complete consultation request as verification of consultation. Applicant will include a copy of the documents as part of the project application.

If the Corps determine it is feasible for their services to be used on the project, applicant will contact the Corps to discuss costs and coordinate the planning of Corpsmember involvement in the project and reach out again if the project receives funding.

Submission of past consultations does not satisfy the requirement to consult with the Corps. The Corps must be consulted each grant cycle prior to submitting a grant application.



Country Club Heights Erosion Control Project
Phase III - CIP 95191
Pre Project Area Photographs



Pt #1 : Northeast towards Elks Lodge parking lot



Pt #2 : North towards Elks Lodge parking lot



Photo Pt #3 : North towards old dirt parking area

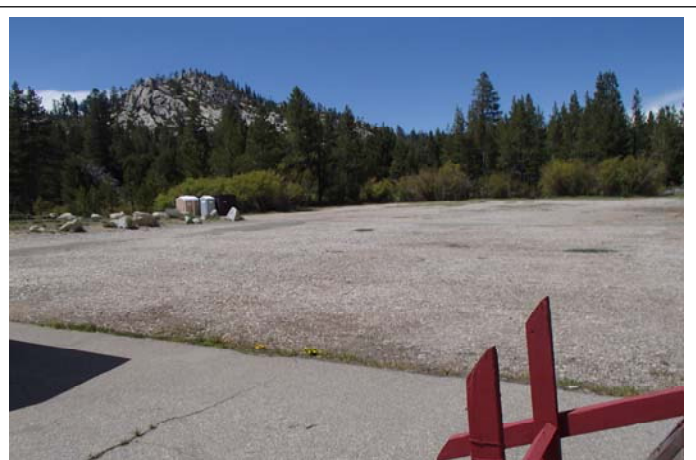


Photo Pt #4: Northwest towards river



Photo Pt #5: on Boca Raton stub looking west



Photo Pt #6: on Boca Raton stub looking north

Country Club Heights Erosion Control Project
Phase III - CIP 95191
Pre Project Area Photographs



Photo Pt #7: existing drainage swale to river



Photo Pt #8: looking west at Hwy 50 crossing



Photo Pt #9: Hwy 50 crossing



Photo Pt #10: below Hwy 50 crossing



Photo Pt #11: west side of bare parking lot



Photo Pt #12: trees between lot and river

Country Club Heights Erosion Control Project
Phase III - CIP 95191
Pre Project Area Photographs



Photo Pt #13: 12/31/2005 – Old Elks Lodge



Pt #14: 02/08/2017 winter storm – Elks Club Drive



Pt #15: 02/08/2017 winter storm – Lot entrance



Pt #16: 02/08/2017 winter storm – Elks Club Drive



Pt #17: 02/08/2017 winter storm – Elks Club Drive



California Conservation Corps and Certified Community Conservation Corps



Corps Consultation Review Document

Proposition 1 – Water Bond – Chapter 6

Except for an exempted project, this Corps Consultation Review Document shall be completed by California Conservation Corps and Certified Community Conservation Corps staff and must accompany applications for funding through Proposition 1, Chapter 6, Protecting Rivers, Lakes, Streams, Coastal Waters and Watersheds. Applications that do not include Corps Consultation Review Documents demonstrating that both Corps have been consulted will be deemed noncompliant and will not be considered for funding. Please see the Corps Consultation Process for more information.

1. Name of Applicant: **El Dorado County, Department of Transportation**
Project Title: **Country Club Heights Erosion Control Project - Phase 3**
Department/Conservancy to which you are applying for funding: **Tahoe Conservancy**
Grant Program: **Proposition 1, Round 3**

This Consultation Review Document is being prepared by:

- The California Conservation Corps (CCC)**
- California Association of Local Conservation Corps (CALCC)

2. Applicant has submitted the required information by email to the Corps:
 - Yes, Applicant has submitted all necessary information.**
 - No, Applicant has not submitted all information or did not submit information to both Corps. Application is deemed non-compliant.
3. Determination:
 - It is NOT feasible for Corps services to be used on the project (deemed compliant).
 - It is feasible for Corps services to be used on the project. The following aspects of the project can be accomplished with Corps services (deemed compliant):**

CCC Corpsmembers from the Tahoe Center can assist with tree removal, chipping, and the construction of a zig-zag fence. We estimate the work to take 1.5 to 2 weeks for a crew of 12 Corpsmembers to complete. The cost estimate is \$17,280.00 (1.5 weeks) to \$23,040.00 (2 weeks).

Please contact the project manager of the Tahoe Center to discuss costs and coordinate the planning of CCC involvement in this project, and reach out again if your project receives funding:

Kevin Livingston, Conservationist Supervisor (Project Manager)
Email: Kevin.Livingston@ccc.ca.gov
Phone: 530-577-0850

Notes

CCC and CALCC representatives will return a Corps Consultation Review Document to applicant via email within 10 business days of receipt of a complete consultation request as verification of consultation. Applicant will include a copy of the documents as part of the project application.

If the Corps determine it is feasible for their services to be used on the project, applicant will contact the Corps to discuss costs and coordinate the planning of Corpsmember involvement in the project and reach out again if the project receives funding.

Submission of past consultations does not satisfy the requirement to consult with the Corps. The Corps must be consulted each grant cycle prior to submitting a grant application.



California Conservation Corps and Certified Community Conservation Corps



Corps Consultation Review Document

Proposition 1 – Water Bond – Chapter 6

Except for an exempted project, this Corps Consultation Review Document shall be completed by California Conservation Corps and Certified Community Conservation Corps staff and must accompany applications for funding through Proposition 1, Chapter 6, Protecting Rivers, Lakes, Streams, Coastal Waters and Watersheds. Applications that do not include Corps Consultation Review Documents demonstrating that both Corps have been consulted will be deemed noncompliant and will not be considered for funding. Please see the Corps Consultation Process for more information. A copy of the process can be requested from the state department administering the grant program.

1. Name of Applicant: **El Dorado County, Department of Transportation**
2. Project Title: **Country Club Heights Erosion Control Project – Phase 3**
3. Department/Conservancy to which you are applying for funding: **Tahoe Conservancy**
Grant Program: **Prop 1 – Round 3 Grant Program**

This Consultation Review Document is being prepared by:

- The California Conservation Corps (CCC)
- California Association of Local Conservation Corps (CALCC)**

4. Applicant has submitted the required information by email to the Corps:
 - Yes, Applicant has submitted all necessary information.**
 - No, Applicant has not submitted all information or did not submit information to both Corps. Application is deemed non-compliant.
5. Determination:
 - It is NOT feasible for Corps services to be used on the project (deemed compliant).
 - It is feasible for Corps services to be used on the project. The following aspects of the project can be accomplished with Corps services (deemed compliant):**

Please contact the Sacramento Regional Conservation Corps to discuss costs and coordinate the planning of Corps involvement in this project, and reach out again if your project receives funding:

Name: Baldeo Singh
Email: bsingh@saccorps.org

Notes

CCC and CALCC representatives will return a Corps Consultation Review Document to applicant via email within 10 business days of receipt of a complete consultation request as verification of consultation. Applicant will include a copy of the documents as part of the project application.

If the Corps determine it is feasible for their services to be used on the project, applicant will contact the Corps to discuss costs and coordinate the planning of Corpsmember involvement in the project and reach out again if the project receives funding.

Submission of past consultations does not satisfy the requirement to consult with the Corps. The Corps must be consulted each grant cycle prior to submitting a grant application.



RESOLUTION NO. 097-2017

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

Resolution to Support the Request to the California Tahoe Conservancy for Planning and Implementation Grant Funding for various Tahoe Environmental Improvement Program Projects

WHEREAS, the County of El Dorado (County), through its Department of Transportation, is seeking planning and implementation grant funding from the California Tahoe Conservancy (CTC) related to the Tahoe Basin Environmental Improvement Program; and,

WHEREAS, the County desires to plan the South Upper Truckee Erosion Control and Elks Club Drive Water Quality Projects and implement the Country Club Heights Erosion Control Project in the Lake Tahoe South Shore area within the CTC Proposition 1 Grant Program (Program); and,

WHEREAS, the CTC requires grant applications to include a resolution by the governing body confirming the applicant's commitment to the project(s) and to operate and maintain the the funded facility for its useful life; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of El Dorado, that the County supports the Program; the County supports the request to the CTC for funding the proposed work in the Tahoe Basin; and, if the County is awarded the subject grant funding, the County will agree to implement the project(s) in a manner consistent with the Programs' objectives and to operate and maintain the project(s) over its useful life following completion of construction.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 20th day of June, 2017, by the following vote of said Board:

Ayes: Veerkamp, Novasel, Hidahl, Frentzen, Ranalli

Noes: None

Absent: None

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

[Signature]
Chair, Board of Supervisors
Shiva Frentzen

I CERTIFY THAT:
THE FOREGOING INSTRUMENT IS A CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
Attest: James S. Mitrisin, Clerk of the Board of Supervisors of the County of El Dorado, State of California.

By: [Signature]
Kim Dawson, Sr. Deputy Clerk

Date: 6/23/17