

**STANDARD AGREEMENT**

- APPROVED BY THE ATTORNEY GENERAL

CONTRACT # <b>CTA-04028</b>	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION # <b>94-6000511</b>	

STD. 2 (REV. 5-91)

THIS AGREEMENT, made and entered into this 20th day of May, 2005, in the State of California, by and between State of California, through its \_\_\_\_\_ selected or appointed, qualified and acting:

TITLE OF OFFICER ACTING FOR STATE: Administrative Officer AGENCY: California Tahoe Conservancy, hereafter called the State, and

CONTRACTOR'S NAME: County of El Dorado, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

1. Scope of Agreement

The California Tahoe Conservancy (hereinafter "Conservancy"), acting pursuant to Section 66907.7 of the Government Code and its resolution of May 20, 2005, hereby grants to the County of El Dorado (hereinafter "Grantee"), a sum not to exceed six hundred twenty-three thousand five hundred dollars (\$623,500), subject to the terms and conditions set forth below. These funds shall be used for planning the Angora Creek and Cold Creek Fisheries Enhancement Project (hereinafter "the Project(s)"), as further described in the Conservancy staff recommendation of the same date as the above resolution and attached hereto as Exhibit A.

ATTEST: **CINDY KECK**, Clerk of the Board of Supervisors

CONTINUED ON \_\_\_\_\_ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

IN WITNESS WHEREOF, the parties have executed this agreement hereto, upon the date first above written.

<b>STATE OF CALIFORNIA</b>	<b>CONTRACTOR</b>
California Tahoe Conservancy	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) County of El Dorado
BY: <u>David Gregorich</u> Administrative Officer	BY: <u>James R. Sweet</u> Name/Title <b>SECOND VICE CHAIRMAN</b> 360 Fair Ln., Placerville, CA 95667

Department of General Services  
Use Only

Amount ENCUMBERED BY THIS DOCUMENT \$623,500	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
	(OPTIONAL USE)			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM	CHAPTER	STATUTE	FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE \$ 623,500	OBJECT OF EXPENDITURE (CODE AND TITLE)			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER X <u>Shonda P. Conroy</u>			DATE <u>9/20/05</u>	

CONTRACTOR     STATE AGENCY     DEPT. OF GEN. SER.     CONTROLLER

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

- (i) the terms and conditions of this Agreement;
- (ii) the Planning Project Schedule(s) and Budget(s) as set forth in Exhibit B; and
- (iii) the Planning Project Workplan(s) approved by the Executive Officer of the Conservancy ("the Executive Officer") pursuant to the paragraph entitled "Planning Project Workplan" below.

The Grantee shall at all times exercise responsibility over the design and implementation of the Project(s).

## 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, Conservancy Staff Recommendation containing the Conservancy board resolution of May 20, 2005;
- (b) Exhibit B, the Planning Project Schedule(s) and Planning Project Budget(s);
- (c) Exhibit C, the Grantee's List of Assurances;
- (d) Exhibit D, Request for Disbursement Form;
- (e) Exhibit E, Mandatory Insurance Provision;
- (f) Exhibit F, Sign Guidelines; and
- (g) Exhibit G, List of Eligible Project Costs

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) Conservancy Resolution; (2) the body of the Agreement; (3) the Planning Project Workplan approved by the Executive Officer; (4) the Schedule(s) and Budget(s); (5) the Conservancy staff recommendation; (6) List of Assurances (7) List of Eligible Project Costs; (8) the Mandatory Insurance Provision; (9) the model Request for Disbursement Form; and (10) Sign Guidelines.

## 3. Planning Project Workplan

Within the time periods shown in the Project Schedule(s) in Exhibit B, and prior to commencement of the Project(s) and disbursement of funds, the Grantee shall submit for each individual project a detailed Planning Project Workplan ("the Workplan") to the Executive Officer or his designee for review and written approval as to its consistency with the terms of this agreement. Said approval shall (a) be by way of a written determination that said items are consistent with this agreement, and (b) shall be a precondition of Grantee's entering into agreements with contractors/consultants or undertaking work where no contractors/consultants are to be hired. The Workplan shall include:

- a. The specific tasks to be performed and products to be produced including but not limited to such items as topographic site maps, hydrologic studies, draft construction plans,

environmental documents, consultation with permitting and funding agencies, design alternatives, land acquisition activities (including landowner contacts, legal descriptions, maps, title reports and appraisals), line item construction cost estimates, project monitoring plans (pre-and post construction), permits, budgets, schedules and grant applications for project construction funding;

- b. A schedule for the project, specifically listing the completion date for each product and a final project completion date; and
- c. A detailed project budget. The project budget shall describe all labor and materials costs to be incurred to complete each component of the project. For each project component, the project budget shall list all intended funding sources including the Conservancy's grant, and all other sources of funds, materials, or labor, if any.

The Workplan shall have the same effect as if included in the text of this agreement. However, the Workplan may be modified without amendment of this agreement upon the Grantee's submission of a modified Workplan and the Executive Officer's written approval of it. If this agreement and the Workplan are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved Workplan.

#### 4. Other Contractors

Grantee's scope of work for consultant service contracts should be submitted to the Conservancy's Project Coordinator for review and comment prior to the Grantee's negotiation with the Consultant. Nothing in the contract documents shall create any contractual relationship between any third party contractor and the Conservancy.

#### 5. Publicity and Acknowledgment

The Grantee agrees that it will acknowledge the Conservancy's support whenever projects funded, in whole or in part, by this agreement are publicized in any news media, brochures, articles, seminars or other type of promotional material. Projects funded by Propositions 12, 40, or 50 must comply with the sign guidelines set forth in Exhibit F.

Grantee's shall prepare and submit an on-line catalog entry from to the California Environmental Information Catalog for information products and reports (e.g., environmental and biological field surveys, natural hazard assessments, geographic information, etc.) relating to California's natural environment that have been prepared with funds made available from Proposition 40 or 50. Of particular interest are those products that characterize site-specific conditions with regard to vegetation, wildlife populations, species occurrences and other measures of biological diversity, environmental and ecological condition. The on-line catalog entry form is available at <http://gis.ca.gov/catalog/intro.epl?page=using.html>. The Conservancy shall determine whether, for public policy reasons, a catalog description of any information product or report should be withheld from disclosure in the California Environmental Information catalog.

## 6. Copies of Data, Plans and Specifications

The Conservancy shall be provided 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.

The Conservancy shall have the full right to copy and distribute said copies in any manner when and where it may determine without any claim on the part of the grantee, its vendors or subcontractors to additional compensation.

## 7. Conditions Precedent to Commencement of Project and/or Disbursement of Funds

In addition to any other conditions contained herein, Grantee shall not commence the Project(s) and the Conservancy shall not be obligated to disburse any funds under this agreement unless and until the following conditions precedent have been met:

- a. A resolution or other similar action has been taken by the City Council/Board of Supervisors/Board of Directors/etc. of the Grantee authorizing the execution of this agreement and approving its terms and conditions.
- b. The Executive Officer has approved in writing:
  - i. the Workplan(s) for the Project(s); and
  - ii. that Grantee has complied with the requirements set forth in the paragraph entitled "Insurance", below;

## 8. Project Completion

The Grantee shall complete the project(s) by the completion date provided in the section entitled "TERM OF AGREEMENT". Upon completion of the Project(s), the grantee shall supply the Conservancy with evidence of completion by submitting: (1) the Workplan(s) and any other work products specified in the Workplan(s) for the Project(s); the Final Report and (2) a fully executed final "Request for Disbursement" form. Within thirty days of grantee's compliance with this paragraph, the Conservancy shall determine whether a project has been satisfactorily completed. If the Conservancy determines that a project has been satisfactorily completed, the Conservancy shall issue to the grantee a letter of acceptance of the project. The project shall be deemed complete as of the date of the letter of acceptance.

## 9. Progress Reports and Final Report

Progress reports shall be submitted semi-annually (April, October).

Each progress report shall include, but not be limited to:

- a. a summary of work completed during reporting period;

- b. draft products, reports or interim findings, including a statement of tasks or milestones and a report of the status on each, including public and agency meetings and the results of such meetings;
- c. a discussion of any challenges or opportunities encountered in accomplishing the scope of work;
- d. an assessment of the progress as compared to the timeline in the Project Schedule;
- e. a narrative financial report comparing costs to date and the approved scope of work and budget. This report should state whether or not the project is progressing within the approved project budget, including an explanation of any potential deviations; and
- f. copies of any other relevant materials produced under the terms of this agreement;

The Grantee shall submit a final report as defined in the Workplan on or before the date listed in the project schedule.

The Final Report shall include but not be limited to:

- a. A brief summary of the objectives of the project and how these objectives were accomplished;
- b. A discussion of how the grant funds were used and any fiscal contributions from other sources;
- c. Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from successful completion of the project;
- d. A 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;
- e. 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
- f. the work products identified in the Workplan, including summaries of the public and agency meetings conducted for the project.

A request for final payment should be submitted in conjunction with, but not as a portion of, the final report.

## 10. 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 individual Project Budget submitted with the Workplan approved by the Conservancy for each individual project. The dollar amount of an item in a Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the Executive Officer or his designee; however, the Grantee shall notify the Conservancy in writing at the time of making any such reallocation, and shall identify both the item(s) being increased and those being decreased. Any increase of more than ten percent (10%) in the amount of an item must be approved in writing by the Executive Officer or his designee. The total amount of the grant may not be increased except by formal amendment of this Agreement. Upon written approval of the Executive Officer of the Conservancy, project funds may be reallocated between individual projects.

## 11. Costs and Disbursements

Upon determination by the Conservancy that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT" have been fully met, the Conservancy shall disburse to the Grantee, in accordance with the approved Project Budget, a total amount not to exceed the amount of this grant, as follows:

With the exception of advances of grant funds as provided for below, disbursements of grant funds shall be made on the basis of costs incurred, less then percent (10%) to be withheld from all invoiced amounts (including amounts previously advanced) other than amounts actually paid to Grantee's subcontractors where the contractors are subject to ten percent (10%) withholding by the Grantee.

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

Upon Conservancy approval of the Workplan(s), Grantee may request an advance of up to 50% of the amount set forth in the Project Budget. To request an advance, the Grantee shall submit: (1) a letter stating the amount of the advance requested signed by a person authorized by the Grantee to request an advance, and (2) a copy of the approved budget for the project.

After an advance:

(a) The Grantee shall submit reports at least semi-annually (April, October) showing expenditures from the advanced funds. This documentation shall be the same as that required for submittal of invoices, except that a Request for Disbursement form will not be included.

(b) The Grantee shall submit all work products to the Conservancy's project manager or his or her designee for written comments and authorization to proceed to the next stage of planning.

If Grantee receives an advance of grant funds, additional grant funds shall not be disbursed until all advanced funds have been expended. Interest on advanced funds shall be used for the purpose of the Project(s), as approved by the Conservancy. Grantee's first request for disbursement after the advances shall document all expenditures of previously advanced grant funds. In the event any portion of the advanced funds are not needed, these funds shall be returned by Grantee to the Conservancy on or before the date for completion of the project.

The Grantee shall request disbursement, by filing with the Conservancy fully executed "Request for Disbursement" forms which contain:

- the invoice number (up to 14 characters) which contains a two-letter abbreviation of the project name, and the sequential number of the invoice (starting with 1) (e.g., GB1, for invoice #1 for the Golden Bear project). The Grantee may also include its own project number in the invoice number (GB1-95133);
- Grantee's name and address;
- the number of the Agreement (e.g., CTA-95023);
- the date of the submittal;
- the amount of the invoice;
- contact person and phone number;
- an itemized description of all work done for which disbursement is requested; 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 Project(s) funded under this Agreement; and
- documentation of the completion of the portion of the Project for which disbursement of grant funds is requested (such as design drawings, specifications, hydrologic calculations, site survey or inspection notes, etc.).

Failure to submit a completed Request for Disbursement form, with all necessary supporting documents, shall relieve the Conservancy of any obligation to disburse funds to the Grantee until such time as the deficiencies are corrected.

Conservancy will make best efforts to forward each completed and approved Request for Disbursement form to the State Department of General Services or to the Office of the State Controller, as the case may be, within ten (10) working days of receipt by the Conservancy.

## 12. Term of Agreement; Completion Date; Project Schedule

This Agreement shall take effect upon the Conservancy's receipt of one or more original completed copies signed by the authorized representatives of both parties and the Conservancy's accounting officer, together with a certified copy of Grantee's resolution authorizing Grantee's execution of this Agreement. The term of the Agreement shall run from the effective date through **June 30, 2009** (the termination date") unless, otherwise terminated or amended as provided herein.

All work shall be completed by the completion date(s) shown in the Project Schedule(s) ("the Completion date(s)"). The Grantee agrees to submit all work products identified in the Workplan(s) by the date set forth in the project schedule for each individual project by the Completion Date(s). For good cause shown, the Completion Date(s), as well as any other dates set forth in the Project Schedule(s), may be extended by the Executive Officer upon written request by the Grantee. Such extension shall not be unreasonably denied.

Prior to completion of a project, for any discrete component of a project, 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 noncancellable (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 Officer or his 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 an individual Project or the Projects, as the case may be, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

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

## 13. Liability

The Grantee shall be responsible for, indemnify and save harmless the Conservancy, its



officers, agents and employees, from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to this agreement, except for active negligence of the Conservancy, its officers, agents or employees. 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 officers, agents or employees, 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), officer(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.

#### 14. Insurance

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies or political subdivisions of the State of California for implementation of the Project(s) or a portion thereof, such agreement(s) shall include a mandatory insurance provision substantially in the form of Exhibit "E" attached hereto. In addition, Grantee shall make reasonable efforts to assure that Conservancy, and its members, officers and employees, are included as additional insured under the insurance required by Exhibit "E", and that a copy of the endorsements or certificate naming them as additional insured 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(s) or 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, officers and employees, or any of them, for payment of any premiums or assessments under such insurance. Conservancy shall also be provided with notice of any proposed cancellation of insurance.

#### 15. Audits/Accounting/Records

The Grantee shall establish an official file for the Project(s). The file shall contain adequate documentation of all actions that have been taken with respect to the project.

The Grantee shall establish separate accounting records for receipt, deposit, and disbursement of all project funds, including interest. 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. Interest on advanced funds shall be used for the purpose of the Project(s), as approved by the Conservancy. 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 project funds, including State funds, interest earned, and any matching funds by the Grantee and the total cost of the Project(s). 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 project must be preserved a minimum of three 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 Project(s). 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.

#### 16. Nondiscrimination

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, 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, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 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.

17. Independent Status of Grantee and Grantor

The Grantee, its agents and employees, and the Grantor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the respective parties.

18. 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.

19. Drug-Free Workplace

Grantee agrees to maintain 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 organizations, 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) Requiring that each employee engaged in the performance of the contract be given a copy of a drug-free work place certification.

20. Time of the Essence

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

## 21. Amendments

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.

## 22. Project Coordinators

Rick Robinson (or such other person(s) as the Executive Officer may designate from time to time) is designated the Conservancy's Project Coordinator for this grant. The Grantee officer or employee with responsibility for administering this agreement is Steve Kooyman Supervising Civil Engineer, Department of Transportation, or successor.

## 23. Conservancy Approvals

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

## 24. Grantee Approvals

All actions and approvals, required to be taken by the Grantee under this Agreement, may be taken by the Director of the Department of Transportation or his designee.

## 25. Resolution

The signature of the Executive Officer or other authorized official of the Conservancy on this Agreement certifies that at its May 20, 2005 meeting, the Conservancy approved a grant of six hundred twenty-three thousand five hundred dollars (\$623,500) to the Grantee for the planning of the Project(s) described in the attached Conservancy Staff Recommendation (Exhibit A).

## 26. 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.

## 27. 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.

28. Entire Agreement

This Agreement, and the attached exhibits, constitutes the entire contract between the parties hereto, relating to the Project(s) and may not be modified except by an instrument in writing signed by the parties hereto.

**Exhibit A**

Tahoe Conservancy  
Staff Recommendation  
5-05-10  
May 20, 2005

El Dorado and Placer Counties  
Fisheries and Wildlife Habitat Enhancement Projects

REQUESTED ACTION: Authorization of planning grants totaling \$623,500 to the County of El Dorado to undertake tasks related to the planning of the Angora Creek Fisheries Habitat Enhancement Project and the Cold Creek Fisheries Enhancement Project; and \$250,000 to the County of Placer to undertake tasks related to the planning of the Lake Forest Wildlife Habitat Enhancement Project.

LOCATION: Various sites in El Dorado and Placer Counties on the California side of the Lake Tahoe Basin (Exhibit 1).

FISCAL SUMMARY:

Angora Creek Fisheries Enhancement Project: .....	\$268,500
Cold Creek Fisheries Enhancement Project:.....	\$355,000
Lake Forest Wildlife Habitat Enhancement Project: .....	<u>\$250,000</u>
TOTAL .....	\$873,500

Source of Funds: Proposition 40 funds

RECOMMENDATION: Staff recommends that the Conservancy adopt the following resolution pursuant to Government Code Sections 66905 et seq. and 66907.7:

"The California Tahoe Conservancy hereby authorizes staff to enter into standard agreements and to take all other necessary steps, in substantial conformity with the terms and provisions discussed in the accompanying staff report and exhibits, necessary to fund and implement the following planning projects:

1. To the County of El Dorado  
A total of up to \$623,500 for planning and environmental review for the Angora Creek Fisheries Enhancement Project (\$268,500) and the Cold Creek Fisheries Enhancement Project (\$355,000).
2. To the County of Placer  
A total of up to \$250,000 for planning and environmental review for the Lake Forest Wildlife Habitat Enhancement Project.

The award of the grants and the disbursement of funds is conditioned upon a commitment by the Counties of El Dorado and Placer, by resolution and through

execution of grant agreements, to undertake the planning efforts in a manner consistent with the purposes and scope of the grants. "

## STAFF DISCUSSION:

### I. Introduction

Staff is recommending the award of grants in the amounts of up to \$623,500 to El Dorado County and \$250,000 to Placer County to develop project plans and environmental documents for projects that fall within the Conservancy's responsibilities under the Tahoe Regional Planning Agency's (TRPA) Environmental Improvement Program (EIP). These planning grants will provide funding for planning activities for the Angora and Cold Creek Fisheries Enhancement projects and the Lake Forest Wildlife Habitat Enhancement project.

These planning projects are being submitted for consideration under the Conservancy's Wildlife Enhancement Program, which was adopted by the Conservancy on December 19, 1986 and revised on January 19, 1990. As the board is aware, the resource objective of the program is to address high priority wildlife enhancement needs through the funding and implementation of projects with the greatest potential for preservation, enhancement, and/or restoration of wildlife and wildlife habitat in the Basin. This objective recognizes the need to maintain and enhance the full range of the Basin's wildlife habitat areas such as meadow, marsh and riparian habitat areas which serve or could serve as habitat for species identified as endangered, rare, threatened, sensitive or of special interest; forest and scrub associations; areas which serve as wildlife movement corridors or seasonal habitat areas; and instream and offshore fisheries habitats.

Since the beginning of the program, the board has authorized the expenditure of up to \$11,623,200 for various projects, including up to \$6,063,300 for 29 wildlife habitat enhancement site improvement and habitat restoration planning projects, and up to \$5,559,900 for eight wildlife habitat acquisition projects. These authorized projects have included habitat enhancement efforts for about 18 miles of instream habitat, 1,060 acres of forest habitat, 298 acres of meadow habitat, 101 acres of riparian habitat, construction of offshore fisheries habitat improvements, reintroduction efforts for the endangered Tahoe yellow cress and the listed Peregrine falcon, the construction of osprey and bald eagle perching platforms, and the acquisition of eight parcels providing 739.51 acres of wildlife habitat.

The purpose of the planning grants is to help the Conservancy and its grantees achieve the level of project implementation anticipated in the EIP. Project planning is a complex process that often costs up to 15-40% of the total project costs and can include such activities as: project design; administration; interagency coordination; preparation and process of permit applications; preparation of preliminary plans, specification and cost estimates; pre-acquisition activities related to the acquisition of interests in land; and project evaluation and environmental documentation. These grants will enable El Dorado and Placer Counties, and

the Conservancy, to achieve timely implementation of these projects in accordance with TRPA's EIP.

Specifically, these proposed projects support the objectives of the Conservancy's Wildlife Enhancement Program by addressing the need to restore and enhance instream fisheries habitat and wildlife habitat in the Tahoe Basin. The Angora Creek Fisheries Enhancement project involves enhancement of fish habitat at the Angora Creek culverts crossing under Lake Tahoe Boulevard, along with a portion of Angora Creek above and below the culvert. The Cold Creek Fisheries Enhancement Project proposes to enhance fish habitat at the culvert located under Pioneer Trail, along with a portion of the stream located below the culvert and a one-mile portion of the stream located above the culvert. The Lake Forest Wildlife Habitat Enhancement Project involves wildlife and fisheries enhancements within the Lake Forest Meadow area.

## II. Project Descriptions

Staff is requesting an authorization of up to \$873,500 for the planning of three projects. These projects incorporate a variety of planning activities for the enhancement of fisheries and wildlife habitat.

### A. Angora Creek Fisheries Enhancement Project

This project involves an El Dorado County request for a \$268,500 planning grant to enhance fish passage through two Angora Creek culverts at Lake Tahoe Boulevard and to improve instream habitat for directly upstream and downstream of the culvert.

The project is located on Angora Creek at Lake Tahoe Boulevard between South Lake Tahoe and Meyers (Exhibit 1a). The proposed wildlife habitat improvements are associated with the culverts that convey Angora Creek under Lake Tahoe Boulevard and the adjacent stream channel.

This project is intended to adjust channel function where the creek has become entrenched, stabilize banks with vegetation, and improve passage by modifying or replacing two existing culverts. The proposed project activities will greatly improve fish passage in the Angora Creek culverts under Lake Tahoe Boulevard, enhancing fish movement to upstream spawning areas. Restoration of streambeds and stabilization and revegetation of eroding banks will enhance fisheries habitat and improve water quality. Improved habitat suitability for other vertebrates, such as birds and amphibians, is likely to occur as a consequence of restoration activities. Other special status species could benefit through increased prey abundance and foraging opportunities.

This wildlife enhancement project is included in the EIP as Project #406.



## B. Cold Creek Fisheries Enhancement Project

This project involves an El Dorado County request for a \$355,000 planning grant to enhance fish passage through the Cold Creek culvert under Pioneer Trail and improve instream habitat for one mile upstream and a short distance downstream of the culvert.

The Cold Creek Project is bounded by Lake Christopher on the north and Trout Creek on the south. The western boundary includes Plateau Circle extending east to Pioneer Trail (Exhibit 1b). The wildlife habitat improvements are associated with the culvert that conveys Cold Creek under Pioneer Trail and the adjacent creek channel.

This project is intended to restore the stream habitat with modifications to the culvert at Pioneer Trail by modifying or replacing the existing culvert and stabilizing the adjacent stream banks.

Proposed project activities will greatly improve fish passage in the Cold Creek culvert under Pioneer Trail, enhancing fish movement to upstream spawning areas. Restoration of streambeds and stabilization and revegetation of unstable banks will enhance fisheries habitat and improve water quality. Improved habitat suitability for other vertebrates, such as birds and amphibians, is likely to occur as a consequence of restoration activities. Other special status species could benefit through increased prey abundance and foraging opportunities.

This wildlife enhancement project is included in the EIP as Project #401.

## C. Lake Forest Wildlife Habitat Enhancement Project

This project involves a Placer County request for a \$250,000 planning grant to explore restoration and enhancement of instream fisheries and meadow habitat in the Lake Forest project area.

The project is located approximately one mile east of Tahoe City and adjacent to Lake Tahoe. The area includes the Highlands, Dollar Point, Dollar Hill, and Lake Forest subdivisions (Exhibit 1c).

Much of the project area is developed with residential subdivisions with a small commercial core located along Lake Forest Road. The project area's wildlife habitat has been particularly affected by the development of the Lake Forest Glen condominium complex that redirected and piped a perennial drainage, Lake Forest Creek, underground. Multiple natural stream channels within the project area have been destroyed, with the streams rechannelized into man-made conduits or other existing stream channels. The project will consider reconstruction of historic stream channels and rechannelization of flows back into the historic channels, taking into account existing developed conditions.

The restoration will increase species richness and abundance of wildlife species associated with riparian, meadow and wetland habitats. Improved habitat suitability for fish and

amphibians is likely to occur as a consequence of restoration activities. Other special status species could benefit through increased prey abundance and foraging opportunities.

This wildlife enhancement project is included in the EIP as Projects #1003, #1004, and #10144, and is intended to enhance and restore a corridor for wildlife movement from north of State Route 28 to the shores of Lake Tahoe.

### III Project Budgets

The following are the proposed project budgets for planning activities as prepared by El Dorado and Placer Counties. Staff has reviewed the proposed budgets and found them to be consistent with our experience with prior projects. The funds requested are anticipated to be sufficient to complete the scoping, formulating and evaluating of alternatives, and the environmental assessment phases of the project development efforts:

#### Angora Creek Fisheries Habitat Enhancement Project

Design and Administration, and Environmental Assessment	\$240,750
Pre-Acquisition Planning	\$19,750
Monitoring	<u>\$8,000</u>
TOTAL	\$268,500

#### Cold Creek Fisheries Habitat Enhancement Project

Design and Administration, and Environmental Assessment	\$283,889
Pre-Acquisition Planning	\$53,939
Monitoring	<u>\$17,162</u>
TOTAL	\$355,000

#### Lake Forest Wildlife Habitat Enhancement Project

Design and Administration, Monitoring and Environmental Assessment	\$250,000
TOTAL	\$250,000

If the board approves these grants, Proposition 40 funds will be used to fund these planning activities.

### IV. Project Implementation

El Dorado and Placer Counties have demonstrated a commitment to meet the challenging demands of implementing TRPA's EIP. Both Counties have retained the services of consultants to meet these growing workload demands. If these grants are approved, El Dorado and Placer Counties will draft workplans to identify the specific work products (conceptual plans, environmental documents, surveys, etc.) to be developed during the planning process, and then delivery dates, as provided for under the Planning Grant

Guidelines. To monitor the progress of the projects and expenditure of funds, both Counties will submit at least semi-annual written reports documenting expenditures of any advanced funds so expenses can be tracked in a timely manner. Written approval from Conservancy staff will be required for any major change to the workplan activities.

A project team will be assembled to guide each of these projects, and consists of staff representing El Dorado or Placer Counties, the Conservancy, and other project stakeholders.

The following are proposed schedules for each respective project:

Angora Creek Fisheries Habitat Enhancement Project

<u>TASK</u>	<u>DATE OF COMPLETION</u>
Scoping (completed) .....	December 2004
Formulating and Evaluating Alternatives .....	November 2005
Environmental Assessment .....	November 2005

Cold Creek Fisheries Habitat Enhancement Project

<u>TASK</u>	<u>DATE OF COMPLETION</u>
Scoping .....	May 2005
Formulating and Evaluating Alternatives .....	November 2005
Environmental Assessment.....	December 2005

Lake Forest Wildlife Habitat Enhancement Project

<u>TASK</u>	<u>DATE OF COMPLETION</u>
Scoping .....	April 2005
Formulating and Evaluating Alternatives .....	November 2005
Environmental Assessment.....	September 2006

It should be noted that the project budgets and schedules should be viewed as preliminary. There may be adjustments between budget categories, but such changes will not exceed the total amount included in the proposed Conservancy grant.

V. Project Evaluation

These planning grants meet the requirements of the Conservancy’s Planning Grant Guidelines. The Counties of El Dorado and Placer, as local government agencies, are eligible grantees under the Wildlife Enhancement Program. These planning, design, and environmental documentation costs are eligible for planning grants because the projects that will be implemented as a result of the planning work are identified in or are consistent with the objectives of the EIP.

These projects also meet the requirements of the Wildlife Enhancement Program by restoring and enhancing riparian and instream habitat that could support a wide variety of wildlife species, and also provide water quality benefits.

### Significant Benefit

In staff's opinion, the projects meet the Conservancy's wildlife enhancement objectives by enhancing key habitat areas, including instream fish habitat and riparian habitat in and along Angora and Cold Creeks, as well as meadow habitat in the Lake Forest project area.

The Angora and Cold Creek projects would replace or enhance the existing culverts that block fish passage during high flows. Degraded habitat in and along the streams will also be enhanced through bank stabilization efforts and revegetation.

The Angora Creek project is being undertaken in conjunction with the Angora III Erosion Control Project.

The Cold Creek project will enhance and protect the erosion control work already completed in the Montgomery Estates and Meadow Lakes Subdivisions.

In the Lake Forest project a new stream channel would be constructed through the meadow, and habitat in and along the new stream would be restored. This project will also enhance and protect the Conservancy-funded Polaris Creek Wildlife Habitat Enhancement Project.

### Comprehensiveness

The Angora Creek project is part of a watershed effort to address wildlife and fisheries needs as well to improve water quality. The project will be a component of the third phase of the Conservancy-funded Angora Erosion Control Project efforts in the Mountain View Estates subdivisions.

The Cold Creek project will be a component of the second phase of the Montgomery Estates Erosion Control efforts within the total subdivided areas, including the Meadow Lakes area, and is another project in an ongoing series of projects that have been completed by El Dorado County, the United States Forest Service, the California Tahoe Conservancy, and the City of South Lake Tahoe within the Cold Creek and Trout Creek watersheds. These two projects will also complement several Conservancy-funded erosion control and wildlife habitat enhancement projects previously completed in the watershed.

The Lake Forest project will be a component of the Conservancy-funded Lake Forest Erosion Control Project efforts in the Lake Forest subdivisions. This project will also complement several Conservancy-funded erosion control and wildlife habitat enhancement projects previously completed in the watershed, including the Polaris Creek Wildlife Habitat Enhancement Project completed in October 2004.

### Cost-Effectiveness

The goal of this planning grant is to deliver implementation grant applications which are comprehensive and include design plans with a significant level of detail. This will greatly improve the cost-effectiveness and implementability of projects, as the planning process will identify potential project barriers early in the design process. This will allow projects to be implemented on schedule and potentially avoid higher costs due to delays. Planning grants will allow grantees to identify and pursue acquisitions, design standards, and permit conditions early in the design process. This will also allow grantees to avoid design changes late in the process due to property owners not cooperating or not gaining endorsements on the design or permit conditions from the project development team.

Therefore, El Dorado and Placer Counties and their consultants will utilize, where appropriate, the project delivery and formulating and evaluating alternatives processes in order to streamline the combined planning effort.

The cost of planning these projects is reasonable in that the estimates are comparable to previous similar projects implemented in the Lake Tahoe Basin.

### Implementability

The planning efforts are readily implementable. El Dorado County has retained consulting design services for the Conservancy-funded Angora Erosion Control Project and the Montgomery Estates Erosion Control Project that will be available to plan the proposed wildlife enhancement projects.

The Lake Forest Wildlife Habitat Enhancement Project in Placer County will be undertaken in conjunction with the Lake Forest Erosion Control Project.

### Cooperation and Support

These projects are included within the EIP as: 1) Angora Creek Fisheries Habitat Enhancement - Project #406; 2) Cold Creek Fisheries Habitat Enhancement Project - Project #401 and; 3) Lake Forest Wildlife Habitat Enhancement - Projects #1003, #1004, and #10144. TRPA and Lahontan Regional Water Quality Control Board staff have indicated their support for the projects.

### V. Consistency with the Conservancy's Enabling Legislation

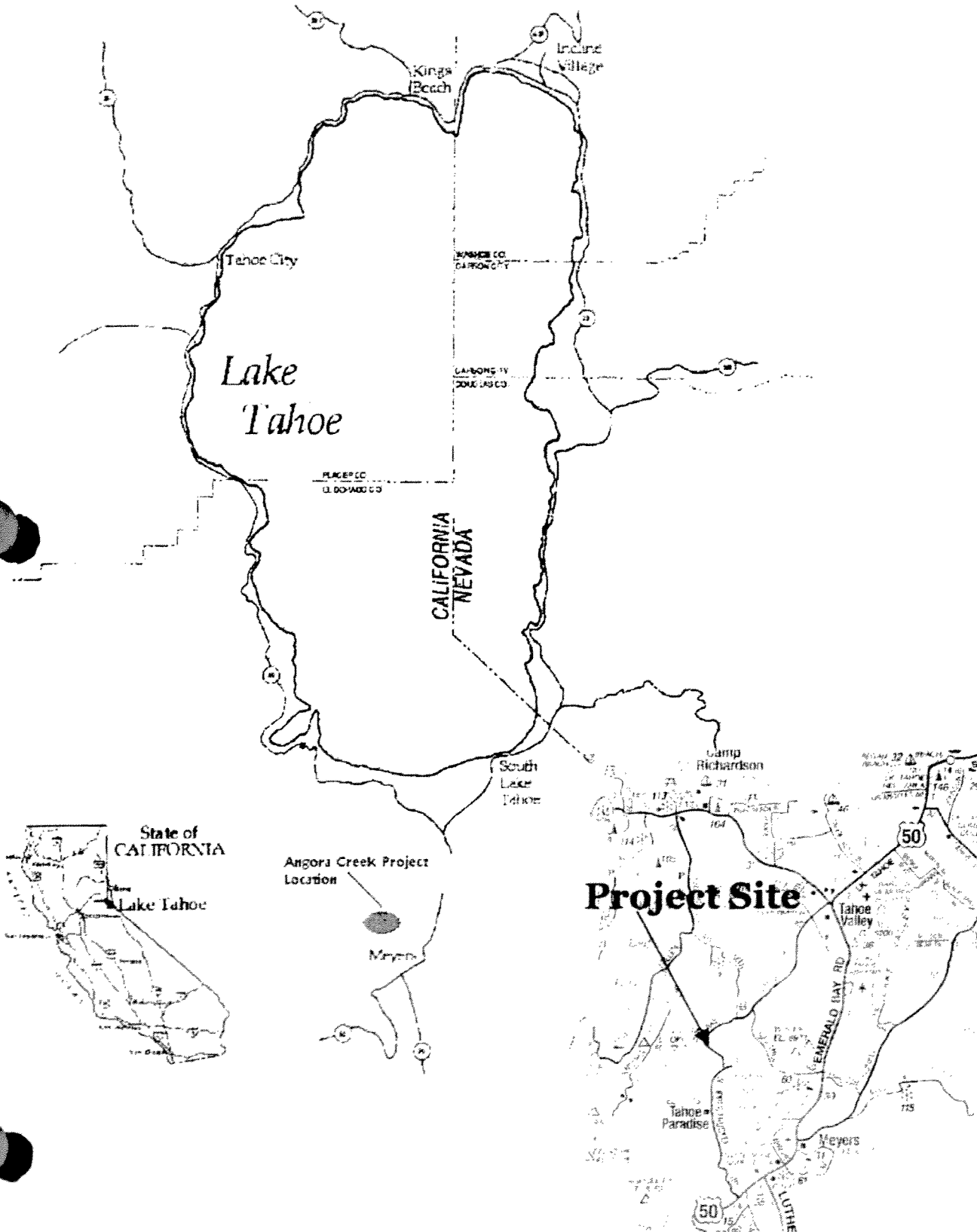
Implementation of these projects is consistent with the Conservancy's enabling legislation. Specifically, the Conservancy is authorized under Government Code Section 66907.7 to award grants to local public agencies for the purpose of wildlife enhancement.

VI. Compliance with the California Environmental Quality Act (CEQA)

Pursuant to State CEQA Guidelines (Title 14, California Administrative Code Section 15000 et seq.), certain classes of activities are statutorily exempt from CEQA or are exempt because they have been determined by the Secretary for Resources to not have a significant effect on the environment. Pursuant to Public Resources Code Section 21082, the Conservancy has also adopted regulations (Title 14, California Code of Regulations Section 12100 et seq.) to implement, interpret, and make specific the provisions of CEQA. Staff has evaluated this planning project, and has found it to be exempt under CEQA. This project qualifies for an exemption under Sections 15306 and 12102.6 (Class 6 information collection) and Section 15262 (planning and feasibility studies). If approved by the board, a Notice of Exemption will be submitted by staff to the State Clearinghouse pursuant to Section 15062 of the State CEQA Guidelines (Exhibit 2).

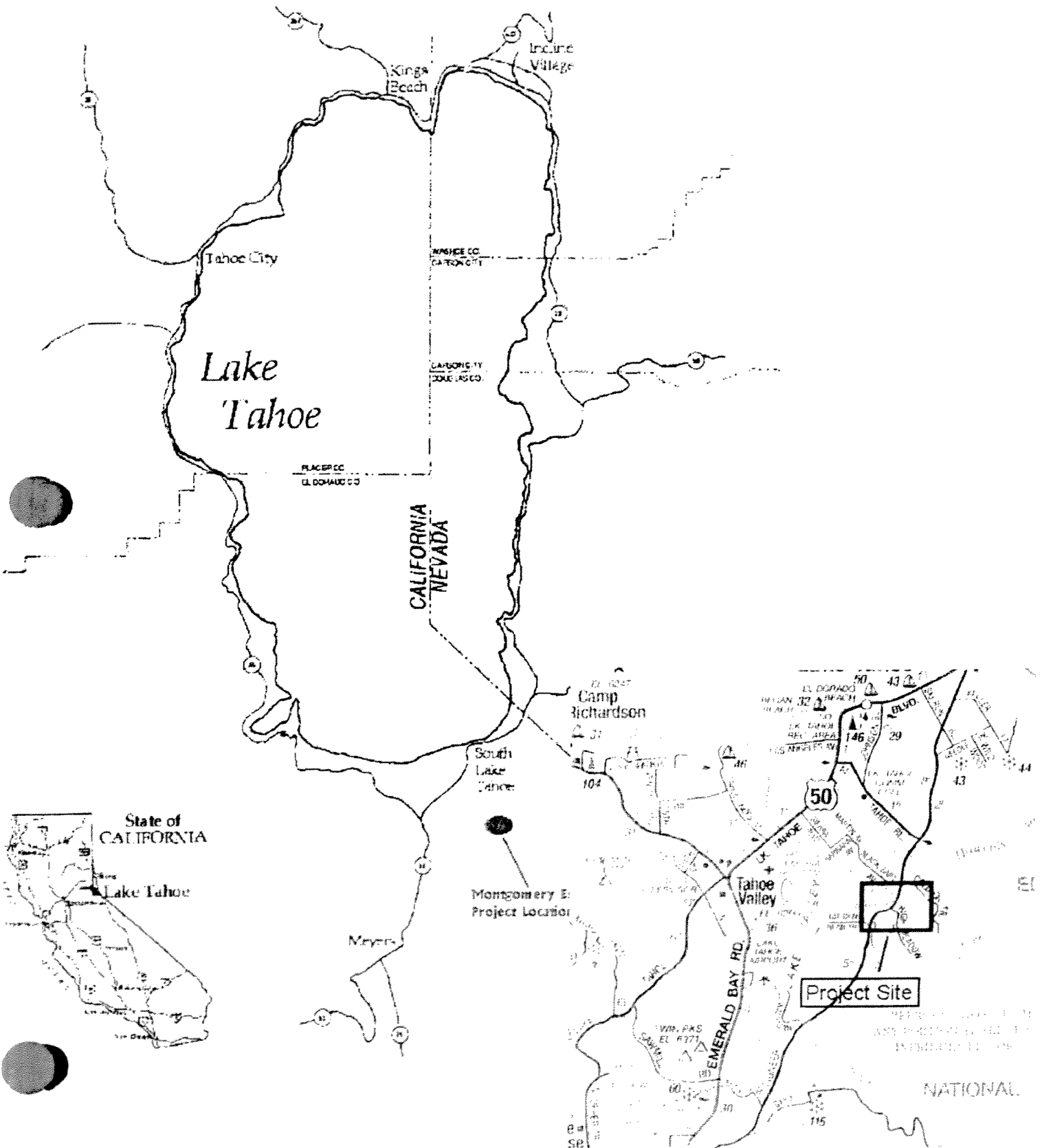
# Exhibit 1a

## Angora Creek



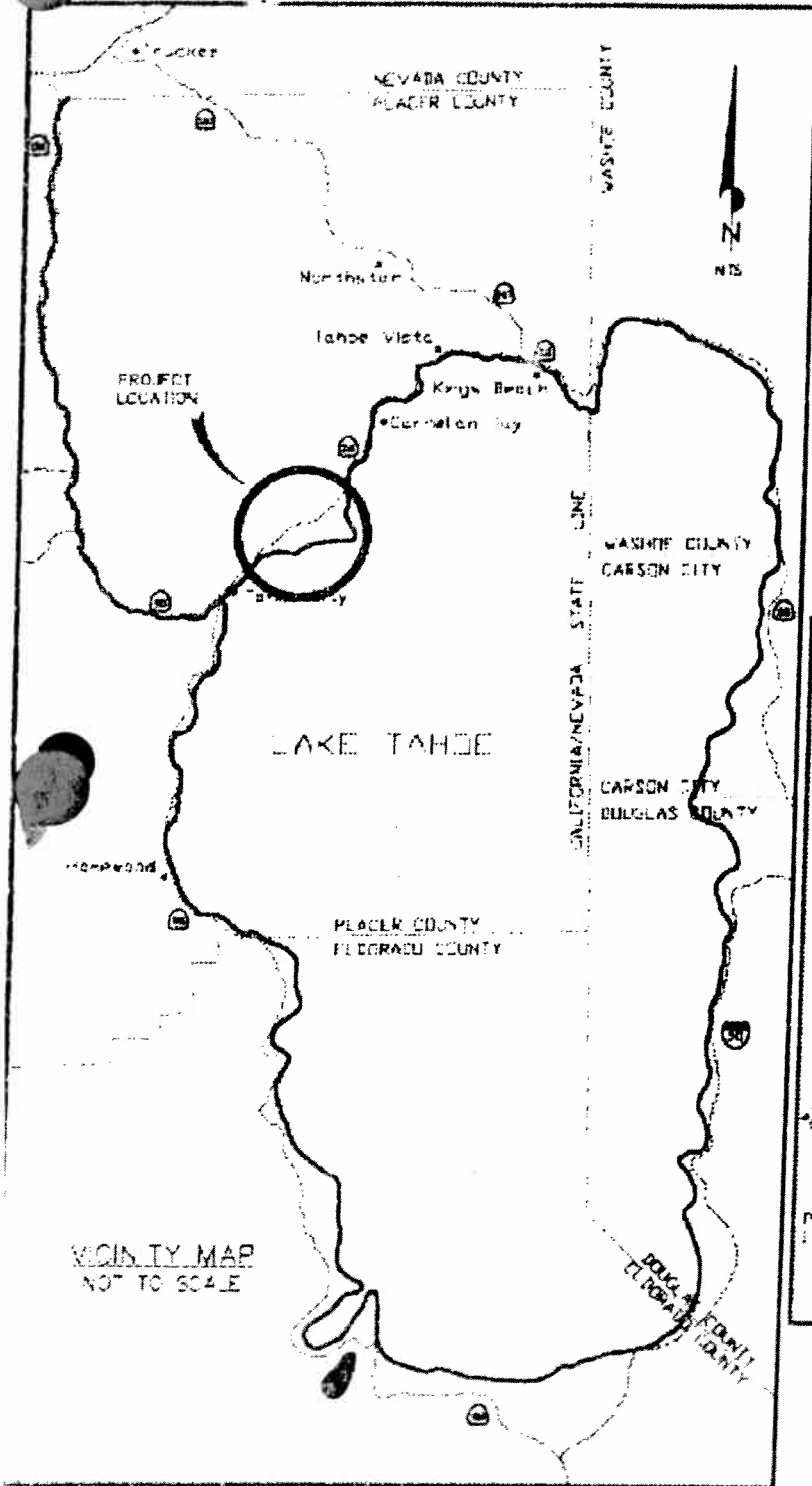
# Exhibit 1b

## Cold Creek





# Exhibit 1c Lake Forest

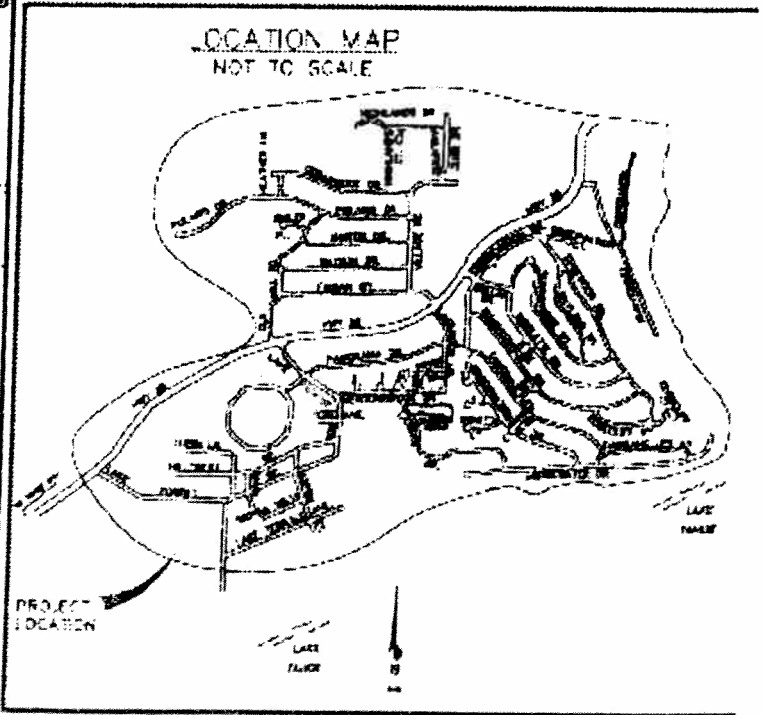


## EXHIBIT A

PLACER COUNTY  
DEPARTMENT OF  
PUBLIC WORKS

CALIFORNIA TAHOE CONSERVANCY  
PLANNING GRANT  
FINAL APPLICATION FOR THE  
"LAKE FOREST"  
EROSION CONTROL PROJECT  
WILDLIFE, SEZ RESTORATION, AND  
RECREATION COMPONENT

### VICINITY AND LOCATION MAP



## NOTICE OF EXEMPTION

TO: Office of Planning and Research  
1400 -10th Street, Room 121  
Sacramento, CA 95814

FROM: California Tahoe Conservancy  
2161 Lake Tahoe Boulevard  
South Lake Tahoe, CA 96150

*Project Titles:* Angora Creek Fisheries Habitat Enhancement Project  
Cold Creek Fisheries Habitat Enhancement Project  
Lake Forest Wildlife Habitat Enhancement Project

*Project Location – Specific:*

Angora Creek is bounded by Angora Creek on the north, and North Upper Truckee Road to the south. The wildlife habitat improvements of the project are associated with the culverts that convey Angora Creek under Lake Tahoe Boulevard and the stream channel extending approximately ¼ mile upstream.

The Cold Creek Project is bounded by Lake Christopher on the north and Trout Creek on the south. The western boundary includes Plateau Circle extending east to Pioneer Trail. The wildlife habitat improvements are associated with the culvert that conveys Cold Creek under Pioneer Trail and the creek channel extending approximately one mile upstream. Lake Forest is located approximately one mile east of Tahoe City and adjacent to Lake Tahoe. The area includes the Highlands, Dollar Point, Dollar Hill, and Lake Forest subdivisions.

*Project Location – City*

South Lake Tahoe  
Tahoe City

*Project Location – County*

El Dorado  
Placer

*Description of Nature, Purpose and Beneficiaries of Project:* The Angora Creek Fisheries Habitat Enhancement Project consists of providing funds of up to \$268,500 to El Dorado County for the purpose of planning a fisheries enhancement project, including the preparation of conceptual designs, project planning and environmental documents. The Cold Creek Fisheries Habitat Enhancement Project consists of providing funds of up to \$355,000 to El Dorado County for the purpose of planning a fisheries enhancement project, including the preparation of conceptual designs, project planning and environmental documents. The Lake Forest Wildlife Habitat Enhancement Project consists of providing funds of up to \$250,000 to Placer County for the purpose of planning a fisheries enhancement project, including the preparation of conceptual designs, project planning and environmental documents.

*Name of Public Agency Approving Project:*

California Tahoe Conservancy (Conservancy meeting of May 20, 2005, Agenda Item XVII)

*Name of Person or Agency Carrying Out Project:*

El Dorado and Placer Counties

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Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. Class 6, Section 15306; (Also Title 14, Division 5.3, Section 12102.6) and under Section 15262 (planning and feasibility studies)

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*Reasons Why Project is Exempt:* The collection of data and research which does not result in major disturbance to environmental resource and a project involving only feasibility or planning studies for possible future actions.

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<i>Contact Person</i>	<i>Area Code</i>	<i>Telephone</i>	<i>Extension</i>
Richard J. Robinson	(530)	542-5580	

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*Date Received for Filing:*

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Richard J. Robinson  
Program Manager

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EXHIBIT B

EL DORADO COUNTY

Angora Creek Fisheries Habitat Enhancement Project Budget

Design and Administration, and Environmental Assessment	\$240,750
Pre-Acquisition Planning	\$19,750
Monitoring	<u>\$8,000</u>
TOTAL	\$268,500

Cold Creek Fisheries Habitat Enhancement Project Budget

Design and Administration, and Environmental Assessment	\$283,889
Pre-Acquisition Planning	\$53,939
Monitoring	<u>\$17,162</u>
TOTAL	\$355,000

Angora Creek Fisheries Habitat Enhancement Project Schedule

<u>TASK</u>	<u>DATE OF COMPLETION</u>
Scoping (completed) .....	December 2004
Formulating and Evaluating Alternatives .....	November 2005
Environmental Assessment .....	November 2005

Cold Creek Fisheries Habitat Enhancement Project Schedule

<u>TASK</u>	<u>DATE OF COMPLETION</u>
Scoping .....	May 2005
Formulating and Evaluating Alternatives .....	November 2005
Environmental Assessment .....	December 2005

Exhibit C

List of Assurances  
(For Planning Work)

By entering into the foregoing Agreement the applicant assures and certifies that it will comply with Conservancy regulations, policies, guidelines, conditions, and requirements, in existence on the effective date of this Agreement, as they relate to the acceptance and use of Conservancy funds for the Project(s). Also, the applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for and receive the grant funds; 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. Except as otherwise provided by law, it 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.
3. It will ensure that any publications, studies, reports, or brochures which are made possible by or derived in whole or in part from this project shall acknowledge the assistance of the Conservancy as follows: "Funding for this project has been provided in part by the California Tahoe Conservancy".
4. It will cause planning work on the Project(s) to be commenced within a reasonable time after receipt of notification from the Conservancy, and will complete the work with reasonable diligence.
5. It will comply with the applicable requirements of the California Environmental Quality Act.

Exhibit D

REQUEST FOR DISBURSEMENT FORM

Remit to: Grantee Address

Date:  
Billing Period: xxxxxx

Project: PCXXXX - XXXXXXXXXXXXXXXXXXXXX

Grant/Invoice No. CTA-XXXXX.X RCxxx

	Budget Amount	Revised Budget	Total Prev. Billed	Balance Last Period	Current Billing	Balance Available
Project Design and Administration	-	-	-	-	-	-
Proj. Design & Admin - Advance Funds	-	-	-	-	-	-
Construction	-	-	-	-	-	-
Construction - Advance Funds	-	-	-	-	-	-
Monitoring	-	-	-	-	-	-
Contingency	-	-	-	-	-	-
Total:	-	-	-	-	-	-

Billing Summary

Invoice #	Actual Expenses	Advance funds	Retention	Amount Requested	Payment
RC123	-	-	-	-	-
RC124	-	-	-	-	-
RC124	-	-	-	-	-
RCXXX	-	-	-	-	-
subtotal	-	-	-	-	-

Invoice RCxxx requested amount

Signature \_\_\_\_\_  
Title  
Authorized Project Coordinator



## EXHIBIT E

### 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 Manager and documentation evidencing that the Contractor maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
2. Commercial General Liability 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.
3. 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.
4. 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).
5. Explosion, Collapse and Underground coverage (XCU) is required

#### PROOF OF INSURANCE REQUIREMENTS:

1. Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Manager as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Manager, or be provided through partial or total self-insurance likewise acceptable to the Risk Manager.
2. The County of El Dorado, its officers, officials, employees, and volunteers, and the State of California, California Tahoe Conservancy (CTC) 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 liability policies except Workers' Compensation and professional liability insurance policies. Proof that the County and CTC are named additional insureds shall be made by providing the Risk Manager with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the County and CTC additional insureds.

3. 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.
4. 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:

1. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the County of El Dorado at the office of the Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667.
2. 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 Risk Manager.

ADDITIONAL STANDARDS: Certificate shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Manager, 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 CTC, 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 CTC, 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 7-1.12 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 Manager 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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

- C. Automobile liability insurance of not less than \$500,000 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 \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the 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 Risk Manager, 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:
  - a. The insurer will not cancel the insured's coverage without 30 day prior written notice to the County; and
  - b. The County of El Dorado, its officers, officials, employees, and volunteers, and the State of California, California Tahoe Conservancy (CTC) its officers, officials, employees, and volunteers are included as additional insureds, but only insofar as the operations under this contract are concerned. This provision shall apply to all liability policies except workers' compensation and professional 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 CTC, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado or CTC, 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 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 (CTC) 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 CTC 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, CTC, the Contractor, subcontractors or employee of any of these, except active or sole negligence, or willful misconduct of the County, CTC, its officers and employees, where expressly prohibited by statute.

The duty to indemnify and hold harmless the County and CTC 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 F**  
**SIGN GUIDELINES**  
**Proposition 40**

**Authority:**

All projects funded by the "The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2002" (**2002 Parks Bond Act**) must include a posted sign acknowledging the source of the funds following guidelines developed by the Resources Agency.

Reference Section PRC 5096.600

**Purpose:**

To inform the public that the 2002 Bond Acts 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 2002 Bond Act statewide. The logo will be on a template, available through the internet

([www.resources.ca.gov](http://www.resources.ca.gov))

**Tier I and Tier II:**

For the purpose of the sign guidelines only, all projects are divided into Tier I and Tier II projects:

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

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

(Archaeological sites are excluded)

**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'x2'. 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 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:

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

**(Description of Project)**

**Another project to improve California's parks (trails, watersheds, environment, water quality etc.) funded by the 2002 Parks Bond –**

**Arnold Schwarzenegger, 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 Projects)**

**Another project to improve California parks (trails, watersheds, environment, water quality etc.) funded by the 2002 Parks Bond – (in large font)**

**Optional Language: The Safe Neighborhood Parks, Clean Air and Coastal Protection Bond Act of 2002**

**Mike Chrisman, Secretary for Resources**

**Arnold Schwarzenegger, Governor**

The name of the director of the logo 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 material 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 points used, mounting specifications, etc.

**Sign Duration:**

The goal is to have project signs in 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 projects signs.

**Sign Cost:**

The cost of the sign(s) is an eligible project cost. Application should consider potential replacement cost 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 historic monuments and buildings), the project officer/grants administrator in consultation with the application may authorize a sign that is tasteful and appropriate to the project in question. Alternate signage must be immediately recognized as a Parks Bond 2002 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 G

### Eligible Project Costs for Planning and Site Improvement Grants

Eligible costs - The Conservancy will fund up to 100% of eligible project costs for planning and site improvements.

The following types of costs are eligible for funding under the planning grant program:

- work-plan preparation;
- completion of approved work-plan products;
- public meeting costs;
- project design, administration, and interagency coordination;
- pre-construction water quality monitoring;
- preparation of preliminary plans, specifications and cost estimates;
- grant application preparation;
- pre-acquisition activities related to the acquisition of interests in land;
- project evaluation and environmental documentation; and
- preparation and processing of permit applications.

The Conservancy will fund all eligible project costs incurred after board approval (consistent with the terms of the grant agreement) and Conservancy staff approval of the grantee's work-plan. Advance payments or reimbursement for expenses will not begin until Conservancy staff approval of the grantee's work-plan. The work-plan will identify the specific work products (conceptual plans, environmental documents, surveys etc.) to be developed during the planning process and their delivery dates. Written approval from the Conservancy is required for any major changes to the approved work-plan.

The following types of costs are eligible for funding under the site improvement grants program:

- project administration and interagency coordination;
- preparation and processing of permit applications;
- water quality monitoring;
- preparation of contract documents including final plans, specifications and cost estimates;
- construction of erosion control and restoration measures and re-vegetation of disturbed areas;
- project inspection;
- final planning activities for acquisition of interests in land; and
- project evaluation and documentation.