

## A G R E E M E N T

THIS AGREEMENT, ENTERED INTO THIS \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the County of El Dorado, a political subdivision of the State of California, hereinafter called "County" and the El Dorado County Resource Conservation District, a political subdivision of the State of California formed pursuant to Division 9 of the Resources Code, hereinafter called "District",

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

WHEREAS, because of the feasibility of erosion control measures and recent guidelines and regulations adopted by the State and Federal governments for waste discharge from land developments, the objectives and interests of the District and the County are mutual and compatible, these two parties hereby establish a basis for cooperation and assistance as hereinafter set forth:

I. Within the limits of its authority and resources, the District will:

- A. Provide technical assistance providing and implementing the county grading ordinance of proposed land divisions and land use changes, make recommendations on soils, erosion control, water and other related resources. The District will provide staff for associated site reviews and inspections in accordance with Exhibit 'A', marked "2005 Project-Billing Schedule", incorporated herein and made by reference a part hereof. On a quarterly basis an invoice listing projects and hours spent will be provided to the Planning Department for reimbursement. Billing periods will be for the quarters ending September 2012, December 2012, March 2013, and June 2013.
- B. Assist the County Development Services Department and County Department of Transportation with the monitoring requirements of the Surface Mining and Reclamation Act for all existing and proposed developments in El Dorado County.
- C. Maintain Resource Conservation District programs to include:
  - 1. Provide resource planning assistance to El Dorado County residents when requested as manpower permits.
  - 2. Assist in developing watershed management plans and in developing and implementing preventative and remedial actions for protection and/or enlargement of waterways and riparian areas.
  - 3. Make conservation and erosion control recommendations on County owned land.
  - 4. Furnish general guidance on structural and vegetative stabilization of cuts and fills.
  - 5. Furnish the County with needed leaflets, handouts, and other information material relating to Erosion Control Information program for distribution to developers, contractors, homeowners, etc.
  - 6. Provide technical assistance to the County on land use decisions.
  - 7. Continue to provide erosion control training workshops to the County Development Services and Transportation Departments to assist these departments in the administration of the Grading/Erosion Control Ordinance.

8. Provide technical assistance to private consultants and landowners involved in agricultural, environmental, development and forestry projects on leased and private lands.
9. Provide County technical information on site selection for public facilities.
10. Continue to provide monitoring and identification of best management practices to solve non-point pollution problems with sediment and provide this information to the County.
11. Explore and actively pursue funding or grant sources to provide or assist the District in providing programs and projects that benefit the District's residents.
12. Provide any related resource information requested by the County.
13. Continue with the District education program in the county public school system and community activities such as County Fair, Home & Garden Show, Arbor Day, and Xeriscape Demonstration Gardens.
14. Support Resource Conservation District programs as identified in Exhibit 'B', marked "Resource Conservation District Annual Work Plan", incorporated herein and made by reference a part hereof.
15. Provide semi-annual programmatic reports. Reports will be provided to the County within 30 days of the quarters ending in December and June.
16. Conduct an informational luncheon scheduled for the third Tuesday in May with the Board of Supervisors.

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

- A. Upon receipt of the District invoices, reimburse the District for the review programs as discussed in Item I-A. Invoices will be reimbursed no later than thirty days from receipt and approval of invoice. These charges for service are passed through to the customer/client requesting services and will not result in any increase in the not to exceed amount of the contract.
- B. Work with the District in creating an agreement to assist with the monitoring requirements of the Surface Mining and Reclamation Act for all existing and proposed mining developments in El Dorado County.
- C. Supporting the Resource Conservation District program, and provide an allocation funding based on the increase in the assessed value of the County. The FY 2012-13 allocation will be \$73,321.00.

This agreement shall expire June 30, 2013, unless sooner terminated by any of the parties by giving sixty days notice in writing to the other party

**Administrator:** The County Officer or employee with responsibility for administration of this agreement is the current Director, Development Services, or successor, and the Chief Administrative Officer.

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

ATTEST:  
Suzanne Allen de Sanchez  
Clerk of the Board

COUNTY of EL DORADO

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

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

EL DORADO COUNTY RESOURCE CONSERVATION DISTRICT

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

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