

**COUNTY OF EL DORADO
(EL DORADO COUNTY PARKS & TRAILS DIVISION)**

FUNDING AGREEMENT NO. #9810

This Agreement made and entered by and between the **EL DORADO COUNTY AIR QUALITY MANAGEMENT DISTRICT**, a county air pollution control district formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "AQMD"); and **COUNTY OF EL DORADO**, (hereinafter referred to as "GRANTEE");

W I T N E S S E T H:

WHEREAS, Forebay Park in Pollock Pines is owned and operated by the GRANTEE, and is located in a nonattainment area that the United States Environmental Protection Agency ("EPA") has determined is one of the top five most polluted areas with respect to the National Ambient Air Quality Standards (NAAQS) for ozone or 24-hour PM2.5 ; and

WHEREAS, a primary goal of AQMD is to reduce air pollution in the County of El Dorado; and

WHEREAS, GRANTEE has proposed a project that meets the eligibility criteria of AQMD and that has been approved by AQMD and the Governing Board of AQMD for funding; and

WHEREAS, GRANTEE represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, AQMD and GRANTEE mutually agree as follows:

1) PROJECT

GRANTEE shall perform all activities and work necessary to complete the proposed parking lot paving project at Forebay Park (hereinafter referred to as "Project"); as set forth in the fully described "Scope of Work" attached hereto as Exhibit A and incorporated herein by this reference. GRANTEE agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. GRANTEE represents that GRANTEE has the expertise necessary to adequately perform the Project specified in Exhibit A.

2) PERIOD OF PERFORMANCE/TIMETABLE

- a) GRANTEE shall commence performance of work and produce all work products in accordance with Exhibit A, unless this Agreement is terminated earlier in accordance with Article 7, Termination.
- b) GRANTEE shall provide AQMD with a comprehensive final written report by sixty (60) days following the completion of the Project. Said final report shall be complete and shall

document the work performed under this Agreement and provide detail of all expenses for the Project.

3) TERM

The term of this Agreement shall be effective upon final execution by the parties and shall cover the period of March 1, 2026 through sixty (60) days following the completion of the Project unless terminated earlier in accordance with Article 7, Termination. All eligible project costs must be incurred prior to December 31, 2027.

4) COMPENSATION

a) AQMD will pay GRANTEE for work completed in accordance with this Agreement the sum of three hundred fifty-three thousand seven hundred thirty-seven dollars and no cents (\$353,737.00) as follows:

i) GRANTEE shall obtain through other sources sufficient additional monies to fund the total cost of the Project as outlined in the Proposal. Satisfactory written evidence of such funding commitments shall be provided to AQMD prior to the release by AQMD of any funds under this Agreement. In the event funding from other sources for the total cost of the Project is not received by GRANTEE, AQMD reserves the right to terminate or renegotiate this Agreement. In accordance with Health and Safety Code section 44233, GRANTEE agrees to limit expenditure of funds for the purpose of administration to not more than five percent of the monies distributed to GRANTEE.

ii) The total obligation of AQMD under this Agreement shall not exceed three hundred fifty-three thousand seven hundred thirty-seven dollars and no cents (\$353,737.00)

b) PAYMENTS

i) Advance payments shall not be permitted. Payments will be permitted only at which time an equivalent service has been completed. AQMD shall reimburse GRANTEE in arrears, after receipt and verification of submitted invoices. Invoices shall be mailed to AQMD at the following address:

El Dorado County Air Quality Management District
ATTN: Rania Serieh, Air Pollution Control Officer
330 Fair Lane
Placerville, CA 95667

Payment shall be made to GRANTEE by AQMD upon submission and evaluation of the GRANTEE'S invoice of claim. Said invoice of claim shall set forth the work completed pursuant to this Agreement.

ii) Upon receipt of proper documentation, and verification that GRANTEE has satisfactorily completed the work for which compensation is sought and that the work is in accordance with Exhibit A, "Scope of Work", AQMD will issue payment to GRANTEE within forty-five (45) calendar days of verification.

- iii) The amount to be paid to GRANTEE under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the GRANTEE. GRANTEE shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.
- iv) Concurrently with the submission of any claim for payment, GRANTEE shall certify (through copies of invoices issued, checks, receipts, and the like) that complete payment has been made to any and all subcontractors as provided.
- v) It is understood that all expenses incidental to GRANTEE'S performance of services under this Agreement shall be borne exclusively by GRANTEE.
- vi) In no event shall compensation paid by AQMD to GRANTEE for the performance of all services and activities under this Agreement exceed the amount set forth in section 4(a) above.

c) **SURPLUS FUNDS**

Any compensation under this Agreement, which is not expended by GRANTEE pursuant to the terms and conditions of this Agreement by the Project completion date, shall automatically revert to AQMD. Only expenditures incurred by the GRANTEE in the direct performance of this Agreement will be reimbursed by AQMD. Allowable expenditures under this Agreement are specifically established and included in Exhibit B, "Budget".

d) **CLOSEOUT PERIOD**

All final claims shall be submitted by GRANTEE within sixty (60) days following the completion of the scope of work. No action will be taken by AQMD on claims submitted beyond the sixty (60) day closeout period.

5) NON-ALLOCATION OF FUNDS

The terms of this Agreement and the services to be provided thereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving GRANTEE thirty (30) days prior written notice.

6) TERMINATION

a) **BREACH OF AGREEMENT**

- i) AQMD may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of AQMD there is:
 - (1) An illegal or improper use of grant funds;
 - (2) A failure to comply with any term of this Agreement;
 - (3) A substantially incorrect or incomplete report submitted to AQMD; or
 - (4) Improperly performed services.

- ii) In no event shall any payment by AQMD constitute a waiver by AQMD of any breach of this Agreement or any default, which may then exist on the part of GRANTEE. Neither shall such payment impair or prejudice any remedy available to AQMD with respect to the breach or default. AQMD shall have the right to demand of GRANTEE the repayment to AQMD of any funds disbursed to GRANTEE under this Agreement which in the judgment of AQMD were not expended in accordance with the terms of this Agreement. GRANTEE shall promptly refund any such funds upon demand.
- iii) In addition to immediate suspension or termination, AQMD may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

b) WITHOUT CAUSE

- i) Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days advance, written notice of intention to terminate. In such case, AQMD shall, subject to Section 4, Compensation, pay its pro rata share of the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, the entire work product produced by GRANTEE and any unexpended funds shall be promptly delivered to AQMD.

7) CHANGES TO AGREEMENT

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by the Contract Administrators.

8) AUDITS AND INSPECTIONS

- a) GRANTEE shall at any time during regular business hours, and as often as AQMD may deem necessary, make available to AQMD for examination all of GRANTEE'S records and data with respect to the matters covered by this Agreement. GRANTEE shall, and upon request by AQMD, permit AQMD to audit and inspect all of such records and data necessary to ensure GRANTEE'S compliance with the terms of this Agreement. GRANTEE shall be subject to an audit by AQMD or its authorized representative to determine if the revenues received by GRANTEE were spent for the reduction of air pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, AQMD makes a determination that funds provided GRANTEE pursuant to this Agreement were not spent in conformance with this Agreement, or AB 2766 or any other applicable provisions of law, GRANTEE agrees to immediately reimburse AQMD all funds determined to have been expended not in conformance with said provisions.
- b) GRANTEE shall retain all records and data for activities performed under this Agreement for at least three (3) years from the date of final payment under this Agreement or until all state and federal audits are completed for that fiscal year, whichever is later.
- c) GRANTEE acknowledges that if total compensation under this Agreement is greater than Ten Thousand Dollars (\$10,000), this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to Government Code section

8546.7. In order to facilitate these potential examinations and audits, GRANTEE shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

d) The obligations set forth in this section shall survive any termination of this Agreement.

9) NOTICES TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices shall be in duplicate and addressed as follows:

GRANTEE:

El Dorado County Parks & Trails Division
330 Fair Lane
Placerville, CA 95667
Attn: Zachary Perras, Parks Manager

AQMD:

El Dorado County
Air Quality Management District
330 Fair Lane
Placerville, CA 95667
Attn: Rania Serieh, APCO

Or to such other location as GRANTEE Directs Or to such other location as AQMD directs

10) CHANGE OF ADDRESS

In the event of a change in address for GRANTEE's principal place of business, GRANTEE's Agent for Service of Process, or Notices to GRANTEE, GRANTEE shall notify AQMD in writing as provided in Section 12, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by AQMD's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

11) TIME IS OF THE ESSENCE

It is understood that for GRANTEE'S performance under this Agreement, time is of the essence. The parties reasonably anticipate that GRANTEE will, to the reasonable satisfaction of AQMD, complete all activities provided herein within the time schedule outlined in the Proposals to this Agreement.

12) COMPLIANCE WITH APPLICABLE LAWS

GRANTEE will comply with all federal, State, and local laws and ordinances which are or may be applicable to the PROJECT to be undertaken by GRANTEE including but not limited to Health and Safety Code section 44220, et seq, all Air Resources Board and AQMD criteria thereunder, prevailing wage and work day definitions where applicable, Government Code section 8546.7, contracting license requirements and permits.

13) NO THIRD-PARTY BENEFICIARIES

Except as otherwise set forth herein, nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person of legal entity not a party to the Agreement.

14) CALIFORNIA FORUM AND LAW

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

15) ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

16) CONTRACT ADMINISTRATOR

The AQMD Officer or employee with responsibility for administration of this Agreement is Rania Serieh, Air Pollution Control Officer, or successor. The GRANTEE Officer or employee with responsibility for administration of this Agreement is Zachary Perras, Parks Manager, or successor.

17) AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

18) PARTIAL INVALIDITY

If any provision, sentence, or phrase of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, or phrases will continue in full force and effect without being impaired or invalidated in any way.

19) BINDING ON SUCCESSORS

This Agreement, including all covenants and conditions contained therein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

20) TAXES

GRANTEE certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by GRANTEE to El Dorado County or AQMD. GRANTEE agrees that it shall not default on any obligations to El Dorado County or AQMD during the term of this Agreement.

21) CONTRACTOR TO AQMD

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from AQMD and its staff. It is further agreed that in all matters pertaining to this Agreement, GRANTEE shall act as Contractor only to AQMD and shall not act as contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with GRANTEE'S responsibilities to AQMD during term hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first herein below written.

GRANTEE

AQMD

COUNTY OF EL DORADO

**EL DORADO COUNTY
AIR QUALITY MANAGEMENT DISTRICT**

Date: _____

Date: _____

By: _____

By: _____

Brooke Laine
Chair, Board of Supervisors

Rania Serieh
Air Pollution Control Officer

County of El Dorado – El Dorado County Parks & Trails Division
Funding Agreement #9810 - Exhibit A
SCOPE OF WORK

Work:

- 1) Grantee shall complete the Forebay Park parking lot paving project as part of the larger Forebay Park renovation project (Project) at 5561 Gail Drive in Pollock Pines, California. This project provides environmental benefits including a more durable and longer lasting surface with lower maintenance needs, improved handling of rainwater and snowmelt, and provides dust mitigation to protect air quality and prevent dust from entering the drinking water of adjacent Forebay Reservoir. Additionally, Project will allow the County to meet ADA standards, a requirement of the Proposition 68 funding which is being used by the Grantee to upgrade other facilities at the Park.
- 2) Project to include:
 - Excavation (1,409 CY)
 - Engineered fill (805 CY)
 - Finish grading / Earthwork (5,445 SF)
 - Portland Cement Concrete (PCC) type 3 curb (764 LF)
 - PCC type 2 curb and gutter (250 LF)
 - PCC curb ramp
 - 4" hot-mix asphalt paving (517 tons)
 - Class 2 aggregate base (365 CY)
 - Thermoplastic 4" stripe (732 LF)
 - Thermoplastic pavement markings (248 SF)
 - Curb paint (535 LF)
 - Accessible parking signs with posts (2 each)
- 3) Grantee shall maintain the paved area and conduct as-needed maintenance such as repairing any potholes and re-painting of lines.

Acknowledgement:

Grantee will acknowledge grant funding by prominently posting the statement, "Funded by a Grant from the El Dorado County Air Quality Management District" (or similar), on:

- 1) All press releases and marketing activities related to the Forebay Park parking lot paving project, including social media posts, newsletters, and city webpages.
- 2) Permanent signage acknowledging grant funding by AQMD at the Project location (location and wording to be mutually decided on by AQMD and Grantee).

Reporting:

A final comprehensive project report will be prepared by Grantee and submitted to AQMD by sixty (60) days following the completion of the Forebay Park parking lot paving project.

County of El Dorado – El Dorado County Parks & Trails Division
Funding Agreement #9810 - Exhibit B
BUDGET

Budget Itemization					
Parking Lot Paving at Forebay Park AQMD Grant					
Line Item	Title/Classification	No. of Hours	Salary Rate Per Hr	Total Rate Per Hr	Total Costs
Personnel					
1	Labor Included in Contract Amounts	0	\$0.00		\$ -
	Subtotal				\$ -
Contract Work					
			Units		
	Excavation		1,409 CY		\$ 56,345.00
	Engineered Fill		805 CY		\$ 20,120.00
	Finish Grading / Earthwork		5,445 SY		\$ 21,780.00
	PCC Type 3 Curb		764 LF		\$ 84,040.00
	PCC Type 2 Curb and Gutter		250 LF		\$ 35,000.00
	PCC Curb Ramp		1 EA		\$ 8,000.00
	4" Hot-Mix Asphalt Paving		517 ton		\$ 103,425.00
	Class 2 Aggregate Base		365 CY		\$ 31,009.00
	Thermoplastic 4" Stripe		732 LF		\$ 2,928.00
	Thermoplastic Pavement Markings		248 SF		\$ 2,480.00
	Curb Paint		535 LF		\$ 2,140.00
	Accessible Parking Signs w/ Posts		2 EA		\$ 1,200.00
	Contingency		15%		\$ 55,270.00
	Environmental Studies and ADA Accessible Restroom Building				\$ 400,000.00
	Mobilization/Demobilization, Site Clearing & Grubbing, Removal of Existing Outhouse Facility, Excavation & Grading for ADA Pathways, New Restroom Building and Septic Tank Installation, and Electrical Service				\$ 1,000,000.00
	Subtotal				\$ 1,823,737.00
			PROJECT AMOUNT:		\$ 1,823,737.00
Other Funding					
	Prop 68 Per Capita Grant (State Parks)				\$ 400,000.00
	ARPA Funding (Board of Supervisors)				\$ 1,000,000.00
	Community Air Protection Grant (AQMD)				\$ 70,000.00
			OTHER FUNDING TOTAL:		\$ 1,470,000.00
			GRANT TOTAL:		\$ 353,737.00

The not-to-exceed amount of this Funding Agreement is \$353,737.00. In no event shall the "not-to-exceed" amount of this Funding Agreement be exceeded.