

# STANDARD AGREEMENT

5125080443384

- APPROVED BY THE ATTORNEY GENERAL

CONTRACT # <b>CTA-03004</b>	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION # <b>94-6000511</b>	

STD. 2 (REV. 5-91)

THIS AGREEMENT, made and entered into this 19th day of March, 2004, in the State of California, by and between State of California, its duly elected or appointed, qualified and acting.

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY <b>California Tahoe Conservancy</b>
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, hereafter called the State, and  
  
, hereafter called the Contractor.

CONTRACTOR'S NAME  
**El Dorado County**

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 March 19, 2004, hereby grants to El Dorado County (hereinafter "Grantee"), a sum not to exceed one million three hundred eighty-seven thousand dollars (\$1,387,000), subject to the terms and conditions set forth below. These funds shall be used for the Angora Creek Stream Environment Zone restoration Project (hereinafter "the Project(s)", as further described in the Conservancy staff recommendation of even date with 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. BY Cindy Keck IN WITNESS WHEREOF, the parties have executed this agreement hereto, upon the date first above **DEPUTY 6/29/04**

<b>STATE OF CALIFORNIA</b>	<b>CONTRACTOR</b>
Ca. <b>Tahoe Conservancy</b>	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) <b>El Dorado County</b>
BY: <u>Dennis T. Machida</u> Dennis T. Machida Executive Officer	BY: <u>Rusty Dupray</u> Name and Title <b>RUSTY DUPRAY, Chairman</b> 360 Fair Ln. Placerville, CA 95667

AMOUNT ENCUMBERED BY THIS DOCUMENT 1,387,000	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 1,387,000	OBJECT OF EXPENDITURE (CODE AND TITLE)			
I hereby certify upon my own personal knowledge that budgeted funds available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER <u>Leonora F. Conroy</u>			DATE <u>8/17/2004</u>	

Department of General Services  
Use Only

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 Project Schedule(s) as set forth in Exhibit B; and
- (iii) the Final Project Plans and Specifications approved by the Executive Officer of the Conservancy ("the Executive Officer") pursuant to the paragraph entitled "Final Project Plans and Specifications" 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 March 19, 2004;
- (b) Exhibit B, the Project Schedule(s);
- (c) Exhibit C, Grantee's List of Assurances;
- (d) Exhibit D, Request for Disbursement Form;
- (e) Exhibit E, Mandatory Insurance Provision;
- (f) Exhibit F, Drug-free Workplace Certification Form STD-21;
- (g) Exhibit G, Proposition 12 Sign Guidelines;
- (h) Exhibit H, Description of Eligible 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 Final Project Plans and Specifications approved by the Executive Officer; (4) the Project Schedule(s); (5) the Operation and Maintenance Guidelines; (6) Conservancy Staff Recommendation; (7) Grantee's List of Assurances; (8) the Description of Eligible Costs; (9) the Mandatory Insurance Provision; (10) the model Request for Disbursement Form; and (11) the Drug-free Workplace Certification.

## 3. California Conservation Corps (CCC)

The Grantee agrees to utilize the labor of the CCC in the implementation of the Project(s) where such use is feasible and in the best interests of the Project(s) as determined by Grantee.

## 4. Project Plans and Specifications

Within the time periods shown in the Project Schedule(s) in Exhibit B, the Grantee agrees to consult with Conservancy and other appropriate agencies with respect to the design of each project prior to preparation of preliminary plans, and to submit a water quality monitoring

program, detailed preliminary plans, Final Project Plans and Specifications, and other specified work products to the Executive Officer for his review and approval. Said approvals (a) shall be by way of a written determination that said items are consistent with this Agreement, and (b) shall be a precondition of Grantee's (i) advertising for construction bids; (ii) entering into agreements with the California Conservation Corps (hereinafter "the CCC"); and/or (iii) undertaking construction where no contractors are to be hired.

Upon approval, the Grantee shall initiate the water quality monitoring program in order to obtain data on site conditions both before and after construction of Project improvements.

Project Plans and Specifications (hereinafter "the Final Plans") for each project shall include:

- (a) construction plans and specifications which have been certified by a licensed engineer, or approved by the Grantee's Director of the Department of Transportation;
- (b) a detailed budget for the Project which shall include the estimate of the engineer or other official listed under subdivision (a) above for constructing the Project based on the Final Plans ("engineer's estimate"), plus design and administrative costs, water quality monitoring costs, and any other related expenditures (hereinafter "the Project Budget"). The engineer's estimate shall also itemize the cost of any work to be performed by the CCC. If funds other than Conservancy grant funds are to be applied to the Project, the estimate shall indicate how the funds from the various funding sources will be allocated to the listed costs. If the Final Plans differ substantially from either the estimated budget or the conceptual plans in Exhibit A, or the preliminary plans, a written explanation of the reasons for such differences shall accompany the Final Plans;
- (c) a revised Project Schedule, if different from that in Exhibit B;
- (d) a description of the planned involvement of the CCC in the Project or Grantee's written determination stating the reasons why the participation by the CCC is not feasible or is not in the best interest of the Project;
- (e) the wording and location of all signs to be erected on the Project site(s) pursuant to the paragraph entitled "Signing" below; and
- (f) any other items not listed above which are contained in the final bid package.

If prior to the award of any construction contract, it is determined that project costs will exceed available funding for a Project, the Grantee may redesign the Project and eliminate any discrete component, to be mutually agreed upon, which cannot be constructed due to lack of funding.

The Grantee will be required to notify the Conservancy's project manager or his or her designee prior to authorization of any change to the approved plans and specifications or to the construction contract bid amount. The Grantee is required to obtain written approval from the Conservancy's Executive Officer or his or her designee if:

- (a) the change would alter the original function or intent of the approved plans and specifications; or
- (b) any bid item is increased or decreased by more than 15%, or
- (c) a change order exceeds \$5,000 or 3% of the construction contract bid amount, whichever is smaller.

The Grantee will be required to obtain oral approval from the Conservancy's Executive Officer or his or her designee for any other change.

#### 5. Other Contractors

Nothing in the contract documents shall create any contractual relationship between any third party contractor and the Conservancy.

#### 6. Signing

For each major segment or element of a Project, the Grantee shall in accordance with the Final Plans, erect and maintain interpretive signs if proposed, as well as signs which identify the Project and the respective roles of the Conservancy and the Grantee and acknowledge the funding assistance from the Conservancy. Projects funded by "The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000" must comply with the sign guidelines set forth in Exhibit G.

#### 7. Conditions Precedent to Construction and/or Disbursement

In addition to any other conditions contained hereinabove, no construction of an individual project shall be undertaken until written evidence has been provided to the Conservancy:

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

If, following the request for contractor bids, the Project budget does not accurately reflect the allocation of itemized Project costs, the Grantee shall submit for written approval by the

Executive Officer a revised Project budget. No funds shall be disbursed until the revised budget has been approved.

#### 8. Notification

As early as possible prior to the commencement of construction of each individual project, Grantee shall notify the Conservancy of the probable construction start-up date.

#### 9. Final Report

Upon completion of each individual project, Grantee shall supply the Conservancy with evidence of such completion by submitting a Final Report which includes:

- (a) A notice of completion or inspection report approved by the Grantee's Director of the Department of Transportation, certifying completion of the Project according to the approved Final Plans;
- (b) "As built" drawings of any substantial improvements erected on the Project site(s);
- (c) Photographs (prints and slides) of the completed Project site(s), with labels or annotations showing dates of photographs and briefly describing the subject of each picture.
- (d) Water quality monitoring data collected to date and an analysis of the significance of this data in regard to the effectiveness of the site improvements in improving water quality; and
- (e) Operation and Maintenance Guidelines mutually agreed to in writing by Grantee and the Conservancy.

#### 10. Annual Water Quality Monitoring Reports

In addition to the monitoring report submitted with the final report, Grantee shall submit an annual monitoring report one year and two years after the completion of construction of each individual project. Annual reports shall present the data collected during the previous year and an analysis of the data's significance in regard to the effectiveness of the control measures in improving water quality. Variations in the data, if any, and possible reasons for the variations shall also be discussed. Annual reports shall also discuss the cumulative significance of all data collected since the initiation of the Project and shall include annotated photographs of the site taken during the past year.

#### 11. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the individual Project budget 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; 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. The total amount of the grant may not be increased except by formal amendment of this Agreement. Upon receipt of satisfactory documentation that the sediment reduction efficiency standard will be met for all Projects under this Agreement, and upon written approval of the Executive Officer of the Conservancy, project funds may be reallocated between individual projects.

## 12. Costs and Disbursements

Subject to the Paragraph entitled "Conditions Precedent to Construction and/or Disbursement" the Conservancy agrees to disburse to the Grantee, in accordance with the Project Budget approved by the Conservancy (or in accordance with Exhibit A, if an invoice is processed prior to the receipt and approval of the Project Budget), a total amount not to exceed one million three hundred eighty-seven thousand dollars (\$1,387,000). Eligible project costs are described in **Exhibit H**, attached hereto by reference.

To meet appropriation time limits and monitoring requirements, the final invoice must be submitted on or before **May 2008**.

With the exception of advances of grant funds as provided for below, disbursements of grant funds shall be made incrementally, as separate components of the Project are satisfactorily completed, and shall be on the basis of costs incurred, less ten percent (10%) to be withheld from all invoices amounts (including amounts previously advanced) other than amounts actually paid to Grantee's construction contractors where the contractors are subject to ten percent (10%) withholding by the Grantee. Since funds are not withheld from advances, the amounts withheld from an invoice that follows an advance could exceed ten percent (10%). Upon substantial completion of the Project, the amounts withheld may be reduced by the Conservancy to not less than five percent (5%) of the advanced grant amount. 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 inspection of the Project site(s) and approval of the completed Project by the Conservancy's designated representative(s).

Upon award of a grant, Grantee may request an advance of up to 90% of the amount set forth in the Project Budget for design and administration. 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 a design and administration advance:

- (a) The Grantee shall submit reports at least quarterly 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 preliminary and final draft plans and specifications to the Conservancy's project manager or his or her designee for written comments and authorization to proceed to the next stage of plan and specification preparation.

After Grantee awards the contract(s) for the construction of the Project(s), but not more than thirty (30) days prior to the start of construction, Grantee may apply for an advance of fifty percent (50%) of the amount of the Conservancy's share of the construction contract(s) awarded plus fifty percent (50%) of other construction costs described in the Conservancy-approved final budget.

To request an advance of grant funds, Grantee shall submit the following items:

- (a) A letter identifying the amount of the advance being requested signed by a person authorized by Grantee to request such an advance;
- (b) The bid schedule of the contractor(s) awarded the construction contract(s);
- (c) Approved final plans and specifications, and
- (d) Grantee's notice of award of construction contract.

At least 30 days after the request for a 50% construction advance, the Grantee may request, based upon a demonstrated need, a second construction advance for up to an additional forty percent (40%) of the amount of the Conservancy's share of the construction contract(s) awarded plus forty percent (40%) of other construction costs described in the Conservancy-approved final budget upon:

- (a) satisfactory completion of a substantial portion of the work for which the initial advance was made;
- (b) submittal of documentation (invoices, etc.) showing expenditure of a substantial portion of the initial advances; and
- (c) documentation that fully explains why an additional advance is necessary (such as a projected deficit in Grantee funds and lack of other funding to cover the deficit).

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

The Grantee shall request disbursement not more often than monthly, 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 this Agreement (e.g., CTA-95025);
- 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.).

If Grantee receives an advance of grant funds, additional grant funds for construction shall not be disbursed until all advanced funds have expended. Grantee's first request for disbursement after an advance shall document all expenditures of previously advanced grant funds.

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.

### 13. 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 a period extending twenty (20) years from the date of completion of construction of all erosion control Project improvements for each individual project, unless otherwise terminated or amended as provided herein.

The Grantee agrees to complete construction of each individual project by the completion date(s) set forth in the Project Schedules ("the Completion Date(s)"). For good cause shown, the Completion Date(s), as well as any dates set forth in the Project Schedule, may be extended by the Executive Officer upon written request by the Grantee. Such extension shall not be unreasonably denied.

Prior to completion of acquisition or construction of site improvements, as the case may be, 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 design and construct the Project improvements 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 for any project, except amounts for Project improvements which have been installed and which continue to serve a useful function in controlling soil erosion. For the purposes of this paragraph, the "material" terms shall consist of the requirements of the "Operation and Maintenance" and "Assignability" sections of this Agreement. 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.

#### 14. Operation and Maintenance

Except as otherwise prohibited by State law, the Grantee agrees to (1) operate and maintain the Project site(s), in accordance with the Operation and Maintenance Guidelines to be mutually

agreed upon by both parties in writing, for the purpose of soil erosion and drainage control throughout the term of the Agreement; and (2) assume all operation and maintenance costs of the Project. The operation and maintenance obligations assumed by Grantee hereunder shall be limited to those duties set forth and described in the Operation and Maintenance Guidelines, as agreed to by both parties. The Conservancy and the State shall not be liable for any cost of such operation and maintenance. Nothing in this Agreement shall prevent the Grantee from receiving additional grants for such purposes to the full extent of the law.

The Grantee may be excused from its obligations for operation and maintenance of the Project site(s) during the term of this Agreement only upon the written approval of the Executive Officer of the Conservancy for good cause shown. "Good cause" includes, but is not limited to, natural disasters which destroy the Project improvements and render the Project obsolete or impracticable to rebuild. The Executive Officer's decision to excuse Grantee for good cause shall not be unreasonably denied.

#### 15. Liability

The Grantee shall be responsible for, indemnify, and save harmless the Conservancy and its members, 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, or the design, construction, operation, repair, maintenance, existence of the Project, except to the extent of, and in direct proportion to the active negligence or the intentional wrongdoing of the Conservancy, or its member(s), officer(s), agent(s) or employee(s), which arises other than from the omission by Conservancy to review or inspect said plans, designs, specifications or site(s).

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

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its 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.

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

## 16. Insurance

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies of the State of California for construction or 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 insureds under the insurance required by Exhibit "E", and that a copy of the endorsements or certificate naming them as additional insureds is furnished to the Conservancy as soon as practical. In the event the contractor or third party is unable to name the Conservancy as an additional named insured, the Grantee shall so notify the Conservancy. Within five (5) working days thereafter the Conservancy should notify the Grantee whether the Grantee shall proceed with the Project(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.

## 17. 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.

#### 18. Nondiscrimination

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, 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.

#### 19. 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.

#### 20. 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.

## 21. 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) Submitting a drug-free workplace certification form Exhibit F.; and
- (d) Requiring that each employee engaged in the performance of the contract be given a copy of the certification.

## 22. Time of the Essence

Time is of the essence as to the date upon which Grantee has agreed to complete construction of 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.

## 23. 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.

## 24. Project Coordinators

Steven Goldman (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 County Officer or employee with responsibility for administering this agreement is the Supervising Civil Engineer, Department of Transportation, or successor.

25. 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.

26. 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.

27. Resolution

The signature of the Executive Officer of the Conservancy on this Agreement certifies that at its March 19, 2004 meeting, the Conservancy approved a grant of one million three hundred eighty-seven thousand dollars (\$1,387,000), to the Grantee for the implementation of the Project(s) described in the attached Conservancy Staff Recommendation (Exhibit A).

28. 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.

29. 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.

30. 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  
3-04-3  
March 19, 2004

### Angora Creek Stream Environment Zone Restoration Project

**REQUESTED ACTION:** Authorization of a site improvement grant of up to \$1,387,000 and an acquisition grant augmentation of up to \$140,000, a total of \$1,527,000, to El Dorado County for completion of acquisition, design, construction, and project administration for the Angora Creek Stream Environment Zone (SEZ) Restoration Project.

**LOCATION:** The project area is located in eastern El Dorado County, west of Highway 50, near Meyers. The project site is generally bounded by Lake Tahoe Boulevard to the west and Washoe Meadows State Park to the east (Exhibit 1).

#### FISCAL SUMMARY:

Funding Source: Proposition 12, 40 and 117 funds

##### Previously Authorized Conservancy Funding:

Conservancy Acquisition Grant, 1998:	\$ 86,350
Conservancy Planning Grant, 2000:	\$165,000
Conservancy Planning Grant Augmentation, 2003:	\$ 80,000

Total Conservancy Funding:	\$331,350
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##### Other Funding Contributions:

Bureau of Reclamation (BOR) Construction Grant:	\$900,000
Tahoe Regional Planning Agency (TRPA) SEZ Mitigation Funds:	\$691,321
Lahontan Regional Water Quality Control Board (LRWQCB) 319(h) Grant:	\$ 38,979

Total Other Funding:	\$1,630,000
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Additional Conservancy Funding Requested :	\$1,527,000
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TOTAL ESTIMATED PROJECT BUDGET:	\$3,472,300
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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 a site improvement grant of up to \$1,387,000 and an acquisition grant augmentation of up to \$140,000 to El Dorado County and authorizes staff to amend the existing grant agreement and take all other necessary steps, in substantial conformity with the accompanying staff report, necessary to complete acquisitions, final design and construction related to the Angora Creek Stream Environment Zone Restoration Project.

"The award of the grant and disbursement of funds is conditioned upon a commitment by the County, through execution of the grant agreements, to undertake the project in a manner substantially consistent with the purpose and scope of the grant, to monitor the effectiveness of the project, and to manage and maintain the project for the term of the agreement."

Staff further recommends that the Conservancy make the following concurrent finding based on the accompanying staff report pursuant to Public Resources Code Section 21000 et seq.:

"The California Tahoe Conservancy has considered the environmental effects of the proposed Angora Creek SEZ Restoration Project as described in the attached Mitigated Negative Declaration and Initial Study, adopted by El Dorado County (Exhibit 5 of the accompanying staff report), together with comments on the project and other information provided to the Conservancy, and finds that, with the proposed mitigation measures that have been incorporated into the project, there is no substantial evidence that the project will have a significant effect on the environment."

## STAFF DISCUSSION:

### I. Project Background

The purpose of this project is to restore stream function and improve riparian and aquatic habitat along a 2,300-foot portion of Angora Creek. In order to develop the project, the Conservancy awarded a grant of \$86,350 in April 1998 for the right-of-way acquisitions. In December 2000, the Conservancy board authorized a planning grant, based upon recently adopted planning grant guidelines, of \$165,000 to the County, and in March 2003, a planning grant augmentation of \$80,000, to assist with project planning. The site improvement grant and the acquisition grant augmentation are needed to complete the acquisitions, design and construction for this project.

The project meets the Conservancy's program objectives under its SEZ and Watershed Restoration Program. At the April 1991 Conservancy board meeting, staff presented an evaluation of SEZ and watershed restoration needs and program objectives and approaches.



The approaches provided for implementation of projects by the Conservancy directly, as well as the award of grant funds to other public agencies for project implementation.

The resource and public benefits associated with SEZ and watershed restoration include: water quality improvements through erosion control and nutrient treatment; riparian and aquatic habitat enhancement; preservation of the riparian vegetation community; enhancement of outdoor recreation opportunities; preservation of scenic open space; preservation of flood plain areas to alleviate flooding during runoff events; and provision of open space buffer strips within urbanized areas. The proposed project will generate water quality, riparian and aquatic habitat benefits.

The project also meets the Conservancy's program objectives under its Wildlife Enhancement Program. The Conservancy adopted the Wildlife Enhancement Program on December 19, 1986 as revised on January 19, 1990. As the board is aware, the resource objective 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 shrub associations; areas which serve as wildlife movement corridors or seasonal habitat areas; and instream and offshore fisheries habitat. The proposed project will enhance wetland, riparian and aquatic habitat in the Angora Creek watershed.

This project is consistent with TRPA's Environmental Improvement Program (EIP) and represents a State contribution towards the implementation of the EIP. The Angora Creek project is included in the EIP as Projects # 406 and # 985, and will assist in the attainment of the following thresholds: water quality, soils/SEZ, fisheries, wildlife, scenic, and vegetation.

## II. Site Description

The project is located along Angora Creek, between Lake Tahoe Boulevard to the west and Washoe Meadows State Park to the east (Exhibits 1-3). View Circle, a County roadway, bisects the project area. There are a number of resource problems in the project area. Upstream of View Circle and approximately 900 feet downstream of Lake Tahoe Boulevard, the creek has a 12-foot-high head-cut or a change in elevation of the streambed, indicating an erosion problem. Below the head-cut, the creek is channelized and actively eroding, with bank heights averaging between five and 12 feet. The headwall and culverts at both Lake Tahoe Boulevard and View Circle exhibit signs of deterioration. Localized areas between View Circle and Washoe Meadows State Park also exhibit bank erosion.

It is believed that road construction and tree removal associated with the development of the Mountain View Estates subdivision between 1952 and 1966 were the primary causes of the channel degradation. Other activities such as cattle grazing, dairy farming, and beaver activity have also contributed to the channel erosion.

### III. Project Description

This recommendation involves a grant of up to \$1,527,000 to El Dorado County for stream restoration and wildlife habitat enhancement and related acquisition activities. This project provides opportunities to restore stream function and improve riparian and aquatic habitat. The stream restoration will be constructed on approximately 2,300 feet of Angora Creek between Lake Tahoe Boulevard to the west and View Circle to the east and, continuing east, in localized areas between View Circle and Washoe Meadows State Park (Exhibit 4). Restoring the creek to a more stable channel with a floodplain should provide substantial water quality and wildlife benefits. The project will restore four acres of SEZ.

The planning phase of this project included consideration of several complex design and right-of-way issues, which affected the scope and scheduling of the project. In order to keep the project moving forward, the project will be constructed in phases. Specifically the County recommended phasing the construction of the 2,300 feet of new stream channel (Exhibit 4). The Phase 1 portion of the project includes the construction of a new channel alignment upstream of View Circle on 19 publicly-owned parcels. This encompasses approximately 1,900 linear feet of the 2,300-foot new channel. It should be noted that the USDA Forest Service (USFS) owns 27 parcels and the Conservancy three parcels, respectively, within the project area.

A bottomless bridge/culvert at the new View Circle crossing on the County right-of-way is also proposed for construction during Phase 1. The bottomless culvert will replace the current corrugated metal pipe crossing and provide a more natural stream-bed for fish passage. The County is also seeking to acquire easements over four private parcels upstream of View Circle. If the easements are acquired in time, an additional 400 feet of new stream channel will also be constructed during Phase 1. One of the benefits of this phased approach will be the establishment of vegetation within and surrounding the new channel alignment for a full season and a half prior to diverting the existing creek flow into it.

Phase 2 improvements will include completion of new channel construction upstream of View Circle (if the acquisition of the easements over the private parcels are not completed before construction of Phase 1), floodplain grading and revetment construction downstream of View Circle within the existing channel, diverting the existing creek flow into the new channel upstream of View Circle, and filling and restoring the existing channel. In order to build these improvements, a total of seven easements will be needed downstream of View Circle (and if not acquired as part of Phase 1, four easements upstream of View Circle). In November 2003, appraisals were prepared for the 11 parcels from which easements are required for the project. This information was forwarded to the Conservancy for review. On November 15, 2003, and January 20, 2004, letters were sent from the Conservancy to the County, requesting further clarification on a number of appraisal issues. Based on the County's responses to these questions, the Conservancy approved all related documents in February and gave the County approval to proceed with landowner negotiations for all the required easements. Exhibit 4 shows the location of the easement parcels.

#### IV. Project Budget

The projected costs for this project, which are based on an engineer's estimate, are consistent with the costs of similar SEZ restoration projects completed within the Lake Tahoe Basin. Significant funding commitments have been made toward the planning, construction, and monitoring of this project by the BOR, TRPA, and LRWQCB. With the funding in place, the design issues resolved, and easement negotiations in their final stage, it is appropriate to proceed with funding the project at this time.

The total estimated project budget is shown below:

#### Total Project Estimated Budget

<b>Task</b>	<b>Estimated Budget</b>
Design and Administration	\$ 694,100
Construction Administration	\$ 358,000
Construction	\$ 1,400,000
Plant Establishment-Oversight	\$ 30,000
Monitoring	\$ 563,200
R-O-W Acquisition	\$ 210,000
Contingency	\$ 217,000
<b>Total</b>	<b>\$ 3,472,300</b>

As described earlier, the Conservancy has previously contributed \$251,350 towards the planning and acquisition components of the project. The other funding agencies have pledged \$1,630,000 towards aspects of the project. This includes \$900,000 from the BOR, \$691,021 from TRPA, and \$38,979 from LRWQCB.

#### V. Project Schedule

Conservancy Site Improvement Grant Application	Feb 2004
Final Plans and Specifications	Mar 2004
Easement Acquisition	Jul 2004
Construction Start Date – Phase 1	Aug 2004
Pre-Construction Monitoring Report	Oct 2004
Final Construction Report – Phase 1	Dec 2004
Construction Start Date – Phase 2	Aug 2005
Final Construction Report – Phase 2	Dec 2005
Final Monitoring Report	Dec 2007

#### VI. Staff Evaluation

As previously determined, this project is consistent with the objectives of the Conservancy's SEZ/Watershed Restoration and Wildlife Enhancement Programs and the Lake Tahoe Environmental Improvement Program (EIP).

Significant Benefit - The Angora Creek project provides the opportunity to reduce bank and bed erosion, restore stream function and riparian habitat, remove barriers to fish passage, and re-establish the relationship of the stream to its floodplain. This project will enhance and complement the restoration work already completed in the Angora Creek watershed. This project is listed in TRPA's EIP as Projects #406 and #985.

Comprehensiveness - This project will be another component of the Conservancy's effort to restore the Angora Creek watershed. The Conservancy has funded a number of completed projects in this watershed, including two California Department of Parks and Recreation projects--the Angora Creek SEZ Restoration project (EIP Project #559) and the Angora Creek SEZ Restoration--Sewer-line Reach project (EIP Project #949), and the County's Angora I, II, and III erosion control projects.

Cost-Effectiveness - The project will be made cost-effective by using proven, cost-effective, restoration methods such as collecting native seed and cuttings from the site for propagation and transplanting at the project site. The use of salvaged and transplanted native species is not only a cost-effective approach but also an important restoration benefit since these plant materials are already adapted to growing conditions at this site.

In addition to the above technical reasons, this project is cost effective because of the substantial contribution of funds (\$1,630,000) from other agencies (an estimated 47% of total project costs).

Implementability - The project is readily implementable, since the Conservancy owns a portion of the land and the County is prepared to administer the construction contract and has secured commitments from the USFS for the use of lands involved in the proposed project. There have been no significant permitting issues identified during consultation with regulatory agencies. However, it is anticipated that project design may be subject to minor modifications during the permitting process, which should be completed by early May 2004. These changes, however, are not expected to alter the character or compromise the objectives of the project.

If these grants are approved, the County will be able to complete the final project design work and acquisitions prior to submitting applications for permits to TRPA and LRWCQB. In 1998, the Conservancy approved an acquisition grant to the County which stated that upon completion of the final project design, staff would grant easements or licenses to construct and maintain improvements on Conservancy property (El Dorado County APN 33-552-11). Subsequent to this approval, two additional parcels were identified by the County as being needed to complete the project. If the board approves this recommendation, and upon completion of the final plans, staff will grant easements or licenses to construct and maintain improvements to El Dorado County on Conservancy properties (El Dorado County APN's 33-504-07 and 33-552-04). Exhibit 4 shows the location of the Conservancy parcels. The recommended phasing of this project will allow a portion of the construction to take place in 2004 and completion of the construction in 2005.

Cooperation and Support - TRPA, LRWCQB, BOR, and USFS staffs have participated in the discussions and field review of this project for several years, and the agencies have supported the

project with funding and technical assistance. The USFS provided technical review of the environmental documents and design, and provided the County with the necessary Special Use permits and approvals to construct the project upon their land.

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

Implementation of this project 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 purposes of planning and implementation of SEZ and watershed restoration and wildlife enhancement projects.

Funding for this project will be made available, in part, from funds provided through the Wildlife Protection Act of 1990 (Proposition 117, Fish and Game Code Section 2780 et seq.). Staff has determined that the proposed project activities are consistent with funding purposes of the Wildlife Protection Act in the following manner:

- 1) The project includes activities that will restore and enhance wetland habitat surrounding Angora Creek (Section 2786(d));
- 2) The project includes activities which will restore and enhance aquatic habitat for spawning and rearing of trout resources in Angora Creek (Section 2786(e)); and
- 3) The project includes activities that will restore and enhance riparian habitat in the Angora Creek watershed (Section 2786(f)).

#### VIII. Compliance with the California Environmental Quality Act (CEQA)

A joint CEQA Initial Study/National Environmental Policy Act (NEPA) Environmental Assessment was prepared for the Angora Creek SEZ Project with El Dorado County serving as the lead CEQA agency, and the USFS serving as the lead NEPA agency. This joint document was required because the USFS owns the majority of the parcels within the project area.

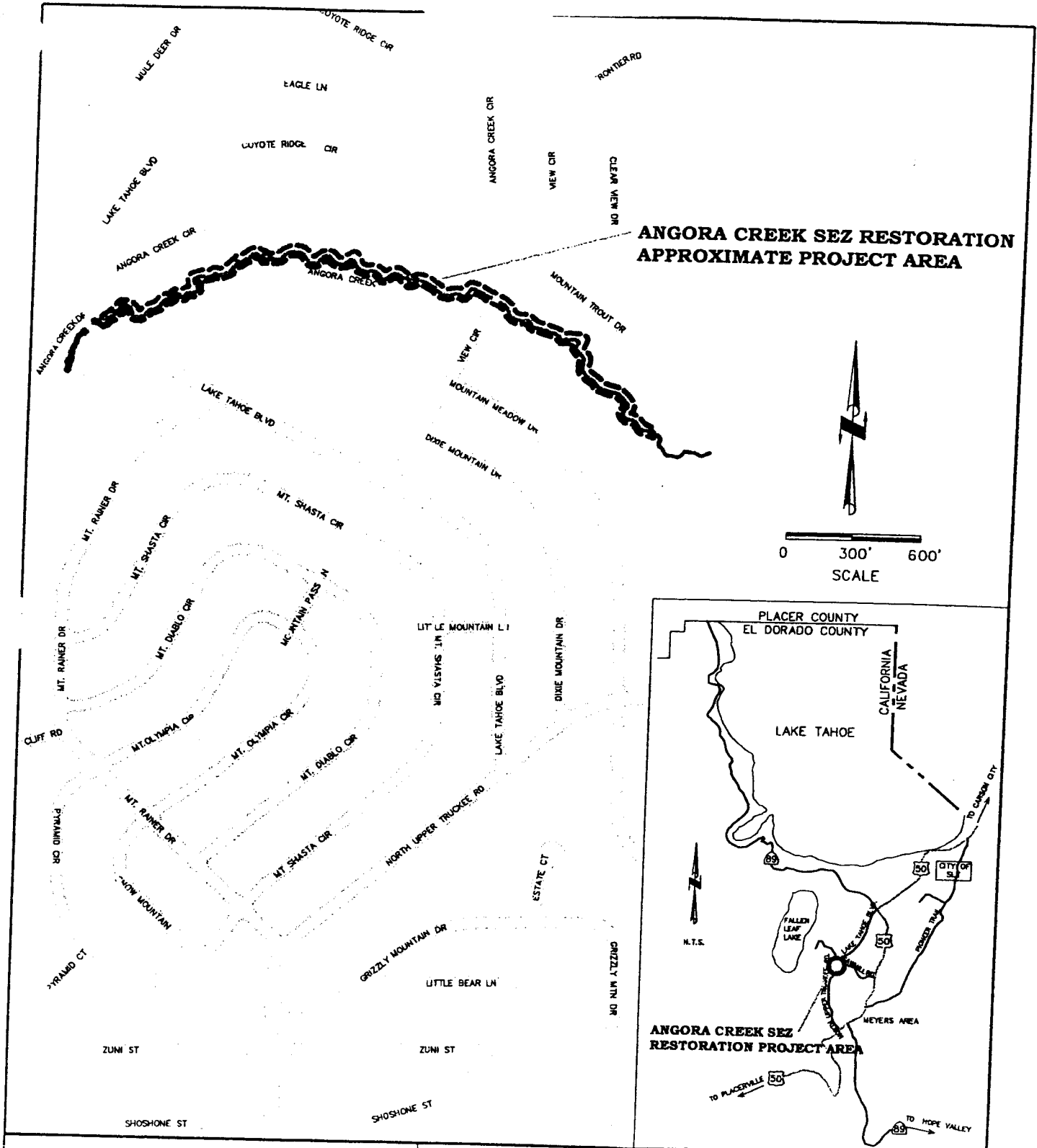
Pursuant to State CEQA Guidelines (Title 14, California Code of Regulations Section 15300 et seq.), an Initial Study and a proposed Negative Declaration were prepared for the project (Exhibits 5). The initial study was posted at the State Clearinghouse and circulated for public review in September 2003. Comments and responses are contained in Exhibits 5 and 6. The County responded to these comments and submitted the Initial Study and Mitigated Negative Declaration to the Board of Supervisors for adoption at the November 2003 board meeting.

The County reviewed the information contained in the environmental documentation for the project and other information provided to the board and made the finding that the project, with incorporated mitigation measures, will have no significant effect on the environment, and filed a Notice of Determination with the State of Clearinghouse on November 21, 2003, pursuant to Section 15906 of the State CEQA Guidelines (Exhibit 7).

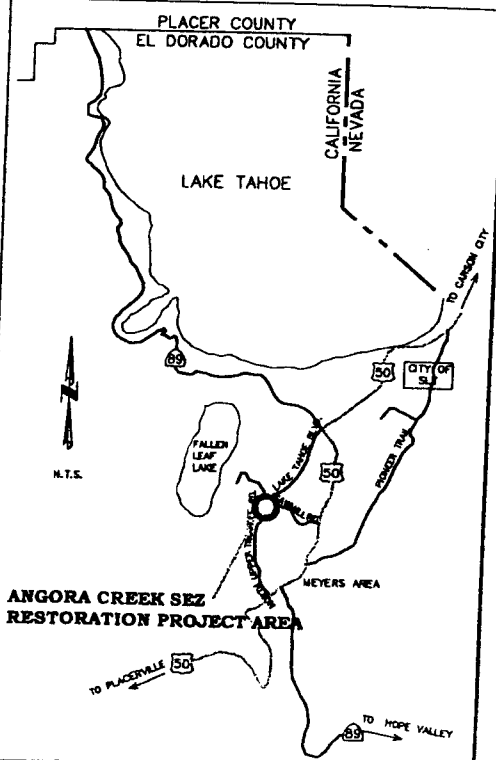
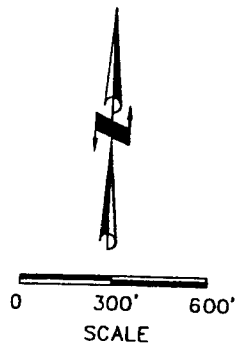
Pursuant to Section 15096 of the State CEQA Guidelines, the Conservancy is required to consider the environmental effects of the project as shown in the Initial Study and Mitigated Negative Declaration prior to reaching a decision on the project. In staff's opinion, based in part on the contents of the Initial Study/Mitigated Negative Declaration, and comments received, there is no substantial evidence that the project, with the proposed mitigation measures, will have a significant effect on the environment.

Consequently, staff recommends that the board review the information contained in the environmental documentation for the project and other information provided to the board and make a finding that the Conservancy concurs with the County's determination. If the board concurs, staff will file a Notice of Determination (Exhibit 8) and Certificate of Fee Exemption (Exhibit 9) with the State Clearinghouse.

EXHIBIT 1



**ANGORA CREEK SEZ RESTORATION APPROXIMATE PROJECT AREA**



**ANGORA CREEK SEZ RESTORATION PROJECT AREA**

EL DORADO COUNTY  
SOUTH LAKE TAHOE OFFICE

**ANGORA CREEK SEZ RESTORATION PROJECT**  
2003 CTC PLANNING GRANT  
Project Location

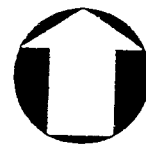
DATE: 2/03	PROJECT NO.: 95147	BY: SPK
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EXHIBIT  
**1**

EXHIBIT 2



Aerial Photography of July 13, 1940  
Location of Current Roads shown for Reference



NORTH

250 0 250 500  
HORIZONTAL SCALE 1" = 500'

Figure 9  
Angora Creek Study Reach  
July 13, 1940

ANGORA CREEK STREAM ENVIRONMENT ZONE  
RESTORATION FEASIBILITY STUDY  
COUNTY OF EL DORADO  
DEPARTMENT OF TRANSPORTATION

nhc Northwest Hydraulic Consultants, Inc.  
1950 West 50th Avenue, Suite 500  
Denver, Colorado 80231  
(303) 751-7400

04/04/00

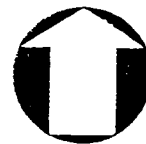
EXHIBIT  
2



EXHIBIT 3



Aerial Photography of August 30, 1966  
Location of Current Roads shown for Reference



NORTH

250 0 250 500  
HORIZONTAL SCALE 1" = 500'

Figure 11  
Angora Creek Study Reach  
August 30, 1966

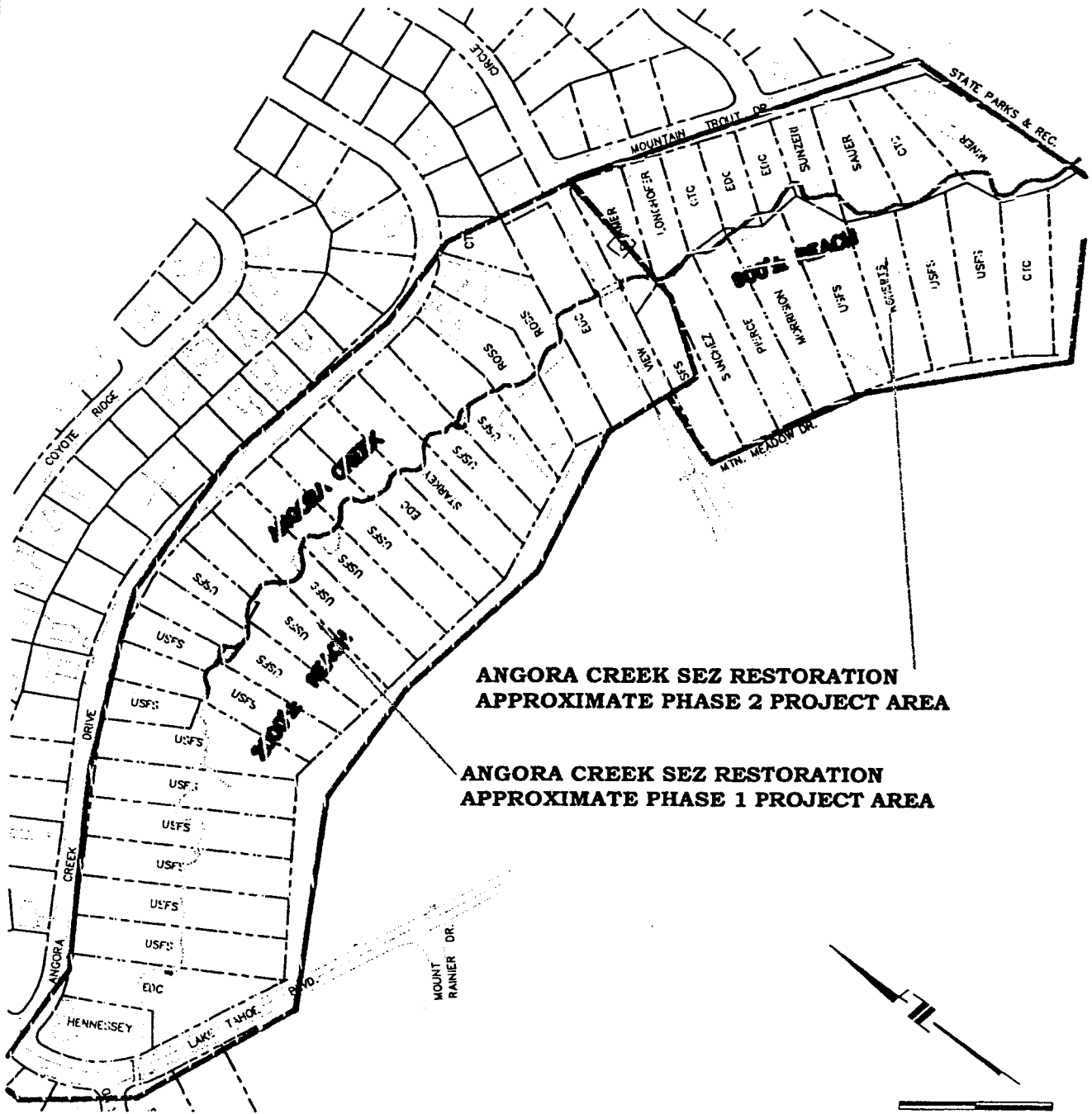
ANGORA CREEK STREAM ENVIRONMENT ZONE  
RESTORATION FEASIBILITY STUDY  
COUNTY OF EL DORADO  
DEPARTMENT OF TRANSPORTATION

nhc metropolitan hydraulic consultants, inc.  
3950 industrial boulevard, suite 300  
newport news, virginia 23691  
(815) 571-7400

04/04/00

EXHIBIT  
3

EXHIBIT 4



**ANGORA CREEK SEZ RESTORATION  
APPROXIMATE PHASE 2 PROJECT AREA**

**ANGORA CREEK SEZ RESTORATION  
APPROXIMATE PHASE 1 PROJECT AREA**

0 150' 300'

L DORADO COUNTY  
SOUTH LAKE TAHOE OFFICE



ANGORA CREEK SEZ  
RESTORATION PROJECT  
2003 CTC PLANNING GRANT  
Project Phase Location

EXHIBIT

4

DATE: 2/03

PROJECT NO.: 95147

BY: SPK

**EXHIBIT 5**

**Angora Creek  
Stream Environment Zone Restoration Project**

See Separate Volume or Available for Inspection at  
Conservancy Office and Board Meeting

EXHIBIT 6

TAHOE REGIONAL PLANNING AGENCY

128 Market Street  
Stateline, Nevada  
[www.trpa.org](http://www.trpa.org)

P.O.Box 5310  
Stateline, Nevada 89449-5310

Phone: (775) 588-454  
Fax (775) 588-4527  
Email: [trpa@trpa.org](mailto:trpa@trpa.org)

September 26, 2003

Steve Kooyman  
County of El Dorado  
Department of Transportation  
924B Emerald Bay Road  
South Lake Tahoe, CA 96150



ANGORA CREEK STREAM ENVIRONMENT ZONE RESTORATION PROJECT,  
COMMENTS ON PROJECT PROPOSAL

Thank for you providing TRPA staff an opportunity to comment on the proposed Angora Stream Environment Zone Restoration Project. The following comments are based on the site drawings dated April 1, 2003, the Final Design Report dated May 2003 and the Initial Study/Environmental Assessment dated August 2003. Please note that a TRPA application will be required to be submitted for the proposed project.

1. The following comments were generated from the review of the access road plans:
  - If possible, the number of roads should be reduced to limit the amount of disturbance to meadow areas.
  - The proposed roadways cross both the existing and proposed Angora Creek floodplains. To eliminate roadway fill from entering surface waters, the use of fill in the flood plain should be eliminated if an alternative roadway design can be utilized. In determining the threat of roadway fill entering surface waters, it would be appropriate to determine flood frequency events to determine extents of access roads constructed of fill. If an alternative design is not available, the plans must include additional precautionary measures to prevent fill from entering surface waters such as turbidity curtains at the terminus of road (adjacent to the creek) at the completion of each construction day. Please note, landing strips may not be appropriate for use in some areas of this site due to the steep slopes.
  - Based on information received from Cynthia Walck of California State Parks please revise the meadow access road plan to use 1.5' of fill on the roadway and taller sidewalls. From past experience these measures have helped to mitigate compaction of meadow areas.
  - It is unclear from the plan whether all access roads will be constructed using native fill and filter fabric over meadow areas. The site plans indicate that sod will be removed prior to the installation of the access roads, however the specification 2/18 show that the road will be installed on top of the sod. TRPA's main concerns are reestablishment of the vegetation in the roadways and to mitigate compaction.

- The plans indicate that roadways will remain in place for maintenance and irrigation. It is unclear how long the roads are proposed to remain as there is a 20-year maintenance period. In addition, the roads for maintenance and irrigation are proposed to be 10' wide. Please provide additional information as to why the roads are required to be this large. Are roads necessary for maintenance and irrigation? In order to get timely revegetation/restoration of the access/haul roads it may be more appropriate to remove the roads completely and use landing mats if the need for heavy equipment arises. The final design report states that some roads may only be partially decommissioned to maintain access. Additional information is needed to evaluate the level of decommissioning proposed and the need to access the project site using equipment and vehicles. Please provide information regarding the levels of ATV access that will be needed. If only light access is required, access through less sensitive areas (without fill roads installed) may be appropriate.
  - The plans propose the possible paving of an access/haul road from Angora Creek Drive due to the steepness of the grade. Staff is concerned with the disturbance associated with the paving a road in the meadow and in the floodplain. Are there alternative routes that would eliminate the need to pave this access way? Please provide additional justification as to why the roadway must be paved (i.e. load weight, etc.)
  - All access routes and staging areas should be returned to their natural grade unless otherwise permitted by TRPA.
  - All access road passing areas should be added to the plans. The plans must include the length and width of these passing areas.
  - Restoration details for the access roads are required.
2. Please explore the potential to utilize existing paved roadways for some vehicle and equipment storage and staging areas. These roadways may have low usage and could be utilized for construction purposes to eliminate disturbance in the meadow areas.
  3. A detailed dewatering plan is required to be submitted for review and approval. Water discharges to ground and surface water must meet the discharge standards found in Section 81.2 of the TRPA Code of Ordinances. If possible, infiltration should occur in high land capability areas or in areas where depth to groundwater is the greatest to allow for maximum treatment of dewatering groundwater. Please indicate the infiltration method used (i.e. dirt bags, etc.).
  4. Identify the trees and vegetation to be removed for construction. As was previously discussed, TRPA would like the individuals from Graham Mathews and Associates to meet both the TRPA Forester, Jesse Jones, and also the TRPA Wildlife Program Manager, Shane Romsos, to identify those trees that should be maintained from a forestry standpoint (including old growth trees) and those that should be maintained for wildlife habitat (i.e. snags, etc.). To the greatest extent, appropriate vegetation removed from the site should be reused for revegetation efforts of the existing and proposed creek and floodplain alignment.

5. Please provide a traffic control plan for both the onsite and offsite equipment and vehicles. The offsite traffic control plan should identify hauling routes and hauling times for fill removed and brought to the site. In addition, please identify the traffic control plan for the onsite activities to avoid additional disturbance of areas outside the designated roadways.
6. To help protect against gulying during out of channel events, the plans should be revised to include measures to roughen the meadow adjacent to the creek. Measures could include laying logs on the slope (herringbone or chevron at 45 degree angles to flooding flow vector) from those trees removed as part of the thinning efforts that will help to slow the flow of water until vegetation has sufficient time to establish.
7. A construction schedule will be required for construction activities. The construction schedule must also include the dates when roadways are to be restored.
8. Are measures being taken to help eliminate the construction of beaver dams in the future (i.e. wrapping of trees, etc.)?
9. In all areas where subdivision runoff directed into the meadow, are proper stormwater pretreatment systems in place?
10. A maintenance and monitoring plan will be required. The maintenance and monitoring plan should be consistent with recommendations made by LTIMP group. In addition, the monitoring period should be extended to a minimum 5-year period.
11. To eliminate grease/oil residues from entering the creek or groundwater, the fueling and servicing of vehicles must occur off of the project site and out of the meadow. It may be appropriate to designate some of the staging areas on the paved roadways surrounding the project area (One of the staging areas identified is on the south spoil pile.)
12. All fill entering and leaving the project site must be sufficiently covered to prevent sediment leaving the trucks. In addition the trucks leaving the project site should be swept and washed to prevent the tracking of sediment offsite and the transfer of milfoil. Therefore, a sweeping/washing area should be designated on site.
13. All plans must be revised to eliminate the use of straw for slope stabilization to prevent the importation of noxious weeds.
14. The sediment/diversion dam specification (2/23) should be revised to completely wrap the straw bales with plastic.
15. The TRPA Code requires a minimum fish passage of 50-year event, however, we would like to see the project incorporate a design that permits the passing a 100-year event, bottomless arch-type design with no central supports that would collect debris.

16. As was previously mentioned, the TRPA Code does not require this project to go before a public hearing because SEZ restoration and fuels treatment/management are both allowable uses within the subject Plan Area Statement (PAS) 132, Mountain View. However, TRPA will require that the properties within 300 feet of the project be noticed at least two weeks prior to issuing a TRPA permit for this project.
17. The final plans should include a revegetation plan complete with a plant list for TRPA review and approval.
18. Restoration activities proposed downstream of View Circle include a turbidity barrier (spec 3/23) to capture turbid waters resulting from slope stabilization construction. In order to capture the turbid water downstream, the plans should be revised to include several turbidity barriers (spaced along the stretch of stream) or some other type of filtering device.
19. The tree grading/fill plan appears to include fill around the buttresses of the saved trees. Additional information is needed regarding the amount of fill proposed around the buttress and the level of compaction to evaluate potential impacts to trees.
20. Please submit a plan for the containment of concrete washed from the concrete mixer after the bridge foundation is poured.
21. Please identify the source of the fill to be brought to the project site. No organic material, such as vegetation or rubbish, or any other material not capable of proper compaction, or otherwise not conducive to stability, or which has the potential for environmental impact, shall be permitted in fills.
22. The inclusion of all mitigation measures associated with the proposed alternative (as described in the Initial Study/Environmental Assessment dated August 2003) will be required as part of the special conditions of a TRPA permit.
23. All fill not reused on site and fill removed from the "South Spoil Pile" shall be hauled out of the Tahoe Basin or to a TRPA approved location.

Please contact me at (775) 588-4547 ext. 313 if you have any questions.

Sincerely,

Elizabeth Harrison  
Associate Planner  
Project Review Division

c. Graham Matthews & Associates, P.O. Box 1516, Weaverville, CA 96093

**RESPONSE TO COMMENTS FROM TAHOE REGIONAL PLANNING AGENCY  
RECEIVED SEPTEMBER 26, 2003**

The following response applies to all 23 comments:

The majority of these comments were made by TRPA in their review of the 90% Plans dated April 1, 2003, and the Design Report dated May 2003 as part of the Technical Advisory Committee (TAC) review process. DOT will respond in writing to each comment as part of this TAC process during the Final Design stage. Where necessary the Plans and the Design Report will be revised to the satisfaction of the TAC members and the Basin regulatory requirements.





# California Regional Water Quality Control Board Lahontan Region

Winston H. Hickox  
Secretary for  
Environmental  
Protection

2501 Lake Tahoe Boulevard, South Lake Tahoe, California 96150  
Phone (530) 542-5400 • FAX (530) 544-2271  
Internet: <http://www.swrcb.ca.gov/rwqcb6>

September 24, 2003

**COPY**

Steve Kooyman  
El Dorado County DOT  
924B Emerald Bay Road  
South Lake Tahoe, CA 96150

## COMMENTS ON THE INITIAL STUDY/ENVIRONMENTAL ASSESSMENT PREPARED FOR THE ANGORA CREEK SEZ RESTORATION PROJECT, EL DORADO COUNTY

On August 26, 2003 Lahontan Regional Water Quality Control Board (Regional Board) staff received a copy of the above-referenced Initial Study/Environmental Assessment prepared pursuant to provisions of the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA). As a state agency responsible for protecting water quality with the Lahontan Region, we have reviewed the Initial Study/Environmental Assessment (IS/EA) and have the following comments.

### Geology and Soil Resources

Grading and excavation associated with project construction has the potential to mobilize sediment that may be discharged to Angora Creek. Though the IS/EA acknowledges this potential impact and discusses permanent stabilization measures, the IS/EA does not discuss temporary best management practices (BMPs) to prevent erosion and provide sediment control during construction. Referencing the Tahoe Regional Planning Agencies BMP requirements is insufficient. The final IS/EA should discuss the importance of temporary BMPs to mitigate construction disturbance and include a temporary BMP implementation plan. ] 1

The chosen design includes root wads and other geotechnical techniques for bank stabilization and to prevent stream channel erosion. Unlike other recent stream restoration projects, this design prohibits natural channel development and meander migration. While Regional Board staff understand the need to maintain stability, prevent head cutting, and avoid re-capture of the old channel, we are concerned the channel may erode beneath and around the root wads and other structures, resulting in significant bank erosion and channel instability. The IS/EA should further discuss need for rigid meander bank stabilization as opposed to vegetative stabilization techniques used on other projects. ] 2

### Hydrology and Water Quality

Regional Board staff agree the project will improve water quality in the long term by reconnecting the stream with it's floodplain and by addressing the existing channel head cut.

Steve Kooyman

-2-

The IS/EA acknowledges potential construction related water quality impacts and adequately discusses mitigation measures the project proponent will take to reduce potential impacts to than significant levels.

### Conclusions

The IS/EA adequately addresses erosion and water quality concerns. Additional erosion control mitigation measures would help justify the finding of "Potentially Significant Unless Mitigated" for erosion impacts. Regional Board staff will continue working with El Dorado County to ensure appropriate permits for construction and dewatering activities are issued in a timely manner.

If you have any questions or comments please contact Doug Smith, Lake Tahoe Watershed Unit Chief at (530) 542-5453 or me at (530) 542-5439.

Sincerely,



Robert Larsen  
Environmental Scientist  
Lake Tahoe Watershed Unit

cc: TRPA – Project Review  
USFS LTBMU – Jim Howard

BL/cgT: Angora.ceqa.comments.doc  
[Pending – El Dorado County – Angora Creek SEZ Restoration Project]

## RESPONSE TO COMMENTS FROM LAHONTAN REGIONAL WATER QUALITY CONTROL BOARD RECEIVED SEPTEMBER 25, 2003

The responses are numbered in accordance with the order of the comments.

1. 90% Plans and a Design Report have been submitted to the regulatory and funding agencies for review and comment. Comments on these documents were received. These documents included a temporary BMP implementation Plan. The Final Plans will include all recommended revisions/additions to this plan necessary to meet the approval of the Technical Advisory Committee (TAC) and to obtain permits.
2. As noted in the geomorphic analyses in the Final Design Report (May 2003), the reach of the Angora Creek meadow upstream of View Circle has the steepest slope in the entire project area. As a result, this reach is pre-disposed to channel incision, and substantial structural measures are warranted to ensure the success of the project design. Although the exact cause of the channel incision has not been determined, once vertical instability began, there was little doubt that it would progress upstream in the form of a headcut without substantial channel profile stabilizing features, such as bedrock or boulders or a dense concentration of large woody structure. These elements were not present at all (boulders or bedrock) or were apparently not present in sufficient number (in-channel wood structure) to prevent the incision. Historically, much of this area was a forested wet meadow, which undoubtedly provided substantial wood to the channel for stabilization purposes. It is possible that the combined effects of increased runoff from the development roads, the large fire in 1964 which burned almost all of the forest between of View Circle and Lake Tahoe Boulevard, and some large storms in the mid 1960s were responsible for the incision.

Even with a two phase implementation process which gives the channel vegetation and bank-stabilizing sod mats an extra year of growth prior to the introduction of flow into the design channel, the potential for future channel bed instability is considered high, and reliance solely on vegetative measures would introduce, the designers feel, significant risk. As a result, the Design Team incorporated substantial bioengineered elements to provide additional stability. Banks stabilized by bio-technical methods still depend on vegetation establishment for long-term stability, as wood eventually rots. Since channel instability can occur in both horizontal and vertical components, the design incorporates elements to resist these potential forces. Lateral instability of the design channel is addressed through bio-engineered streambanks using logs, rootwads, boulders, native woody vegetation, and sod mats. In addition, channel avulsion (particularly back towards the original gully) is prevented by: (1) grading of the floodplain which slopes towards the design channel, (2)

periodic meadow-wide buried grade control structures, and (3) extensive use of sod mats, coir fabric, and meadow surface revegetation. Vertical instability in the design channel is prevented through the use of small boulder drop structures at each riffle. Although the structural elements may appear to be a rigid stabilization approach, they can absorb some channel adjustment without complete failure. The design is robust enough that there is little likelihood of complete failure: most likely there would be an avulsive channel change event that would abandon the new design channel rather than the structures causing considerable bank erosion.

It is likely that channel change in this system historically occurred by avulsion during a flood event, primarily due to the formation of localized debris jams where a tree collapsed into the channel. Although this mechanism of channel change would likely still occur at some point in the future, the design team did not feel that this process should occur on a more frequent basis, since such erosion would likely not meet near-term objectives for water quality enhancement.

We anticipate that these design concepts will prove to be acceptable to the TAC after additional dialog during the Final Plan review stage.

3. We assume that "additional erosion control mitigation measures" are a part of the temporary BMP implementation plan mentioned in #1 above. Therefore, see response to #1 above.



TAHOE ENGINEERING  
924B Emerald Bay Road  
South Lake Tahoe, California 96150

Phone: (530) 573-7900  
FAX: (530) 541-7049



PUBLIC MEETING

WEDNESDAY, SEPTEMBER 17, 2003

6:00 - 8:00 P.M.

Thank you for attending the meeting tonight. Your comments are important to the environmental evaluation process. Comments on the document must be in writing and be received by us by September 28, 2003 in order to be considered and responded to. Please use the form below.

Name: JEFF MINER

Tahoe Residence Street Address: 932 MTN TRAIL DR

Mailing Address: PO Box 2576

SCT, CA. 96158

Comments:

① WHAT ARE THE "DETAILS" OF THE PLANNED IMPROVEMENTS TO STABILIZE THE CREEK BED DOWN STREAM FROM THE CULVERT SO WE COULD UNDERSTAND THE ALTERNATIVES TO ACCOMPLISH THE MAXIMUM IMPROVEMENTS W/ MINIMAL EASMENT GRANTING? INCLUDE INSURANCE + LIABILITY ISSUES.

PLAN A - EASMENT W/ \$

PLAN B - NO EASMENT / NO \$ WAIVER TO ALLOW ACCESS + CONSTRUCTION.

PLAN C - SOME COMBINATION OF ABOVE

② SPECIFICS ABOUT 10' ROAD W/ 10'?

## RESPONSE TO COMMENTS FROM JEFF MINER RECEIVED SEPTEMBER 17, 2003

The responses are numbered in accordance with the order of the comments.

1. This issue will be addressed during the property acquisition process, which is scheduled to resume in October 2003.
2. This answer attempts to provide additional background on access roads in general, rather than only answering the question. Graham Matthews & Associates prepared an Access Plan for the Angora Creek Project in February 2003. Some, but not all, of the information contained in that draft plan was included in the EA/IS document. This plan has not yet been circulated to project stakeholders.

The access plan defined staging areas, materials storage areas, materials hauling routes, and access points to be utilized for the construction and maintenance of the Angora Creek Stream Environment Zone Restoration Project. Issues of construction sequence, available equipment, site conditions, permit conditions, and approved easements on private properties will dictate the type and nature of staging areas, materials storage areas, and access/haul routes utilized. The contractor awarded the construction of the project will certainly want to optimize the operation within the constraints of the above conditions. In light of these issues, the access plan was prepared with the intent of defining all feasible staging areas, materials storage areas, and access/haul routes and, as a result, the construction contractor may not utilize all options presented in this plan.

On-site access/haul routes during construction activities have been delineated at 15 feet wide to minimize impacts to the existing wet meadows. This width is the entire width of the road prism, geotextile, fencing, etc. The actual width of the constructed road will be less. All haul routes on existing wet meadow areas will be fully decommissioned (after construction is completed) to allow re-establishment of the wet meadow.

Post-construction tasks will include routine maintenance and operation of the project irrigation system for 2 years following construction, routine inspections during the 20 year maintenance period, and correction of any channel or floodplain failures that result during the 20 year maintenance or the life of the project. Most of these activities can be conducted by foot or ATV. However, repair of channel or floodplain failures may also require access by heavy equipment. The 10' width for maintenance provides the necessary access for such heavy equipment. It is certainly hoped that little or no maintenance is required, but DOT is required to have the ability to undertake needed repairs or maintenance, whether used or not. The

10' road access roads will not be built (geotextile and imported base) unless needed during the maintenance period. All routine activities will be on foot or ATV for which no constructed road is necessary due to low amount of disturbance by these access methods. Should maintenance be required, additional funding for such road construction and subsequent decommissioning may need to be sought and obtained.

P. O. Box 9563  
South Lake TAhoe, CA 96158  
September 20, 2003

Steve Kooyman  
El Dorado County Department of Transportation  
Tahoe Engineering  
924B Emerald Bay Road  
South Lake Tahoe, CA 96158

Dear Mr. Kooyman:

Our main concerns that we have regarding the Angora Creek Restoration project are:

1. The proposed implimentation of a life-time easement across the property. We hope that there could possibly be an alternative explored.
2. 2a Also, up in the air is the calculation of square footage that we will be losing due to the creek being moved, and the design for a wet meadow and its effect on the value of the property and possible tax reevaluation. -2b
3. We have also not addressed the relocation of the barn, replacement of the fence, and tree removal.

Sincerely,  
Ross RevTrust of 1/10/92  
*Conrad and Gladys Ross*  
Conrad and Gladys Ross

cc  
ott Brocke  
iel Gifford, PE





**RESPONSE TO COMMENTS FROM CONRAD & GLADYS ROSS RECEIVED  
SEPTEMBER 24, 2003**

The responses are numbered in accordance with the order of the comments.

1. This issue will be addressed during the property acquisition process, which is scheduled to resume in October 2003.
2.
  - a. The existing incised creek channel occupies an area of 8,445 square feet (ft<sup>2</sup>), while the existing dry meadow covers 27,178 ft<sup>2</sup> on the two parcels owned by the Ross's. Under the proposed project conditions, the rehabilitated and relocated creek channel would have an area of 1,170 ft<sup>2</sup>, and the seasonally wet meadow would have an area of 34,353 ft<sup>2</sup>.
  - b. The creek realignment/restoration will not trigger a new assessment on the property and thus would not change the tax value. Since the creek already exists, the realignment/restoration of it is not considered an added improvement like an addition to a house or the installation of an irrigation pond.
3. These issues will be addressed during the property acquisition process, which is scheduled to resume in October 2003.

**NOTICE OF DETERMINATION**

FILE NO. \_\_\_\_\_



**EXHIBIT**

*Handwritten note:* 11/21/03

TO:  COUNTY CLERK  
County of El Dorado  
330 Fair Lane  
Placerville, CA 95667

FROM: DEPARTMENT OF TRANSPORTATION  
County of El Dorado  
924B Emerald Bay Road  
South Lake Tahoe, CA 96150

**FILED**

NOV 21 2003

WILLIAM E. SCHULTZ, Recorder-C

By M. A. VAN BUSKIR

OFFICE OF PLANNING AND RESEARCH  
1400 Tenth Street  
Sacramento, California 95814

SUBJECT: **Filing of NOTICE OF DETERMINATION in compliance with Section 21108 or 21152 of the Public Resources Code.**

PROJECT TITLE: Angora Creek SEZ Restoration Project

STATE CLEARINGHOUSE NUMBER : 2003 082129

CONTACT PERSON: Janel Gifford TELEPHONE NUMBER: (530) 573-7909

PROJECT LOCATION: Angora Creek in the Tahoe Basin between South Lake Tahoe and Meyers, roughly bounded by Lake Tahoe Boulevard to the west and Washoe Meadows State Park to the east.

PROJECT DESCRIPTION: Geomorphic stream channel restoration to restore floodplain function for a 1,200 ft. reach of Angora Creek upstream of View Circle and creek bank stabilization in an 1,100 ft. reach downstream of View Circle.

The EL DORADO COUNTY Board of Supervisors has approved

the above described project and has made the following determinations regarding the project:

- 1) Project  will  will not, have a significant effect on the environment.
- 2)  An Environmental Impact Report was prepared pursuant to provisions of CEQA.  
 A Negative Declaration was prepared pursuant to provisions of CEQA.  
The EIR or Negative Declaration and record of project approval may be examined at:

El Dorado County Department of Transportation  
924B Emerald Bay Road, South Lake Tahoe, CA 96150

- 3) Mitigation Measures  were  were not, made a condition of the approval of the project.
- 4) A Statement of Overriding Considerations  was  was not, adopted for this project.

Date Received for Filing 11/21/03

Signature

FISH AND GAME AB 3158 FEES

Director of Transportation  
Title

- Project is de minimis in effect. No fee required.
- Negative Declaration filed. \$1,285.00 fee required.
- EIR filed. \$875.00 fee required.

## EXHIBIT 8

### NOTICE OF DETERMINATION

**TO:** Office Of Planning And Research  
1400 - Tenth Street, Room 121  
Sacramento, California 95814

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

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**SUBJECT:** Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resource Code.

---

**Project Title:** Angora Creek Stream Environment Zone Restoration Project

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State Clearing House Number	Contact Number	Telephone Number
	Joe Pepi	530/542-5560 ext. 326

---

**Project Location:**

The project is located in eastern El Dorado County, in the Lake Tahoe Basin, west of U.S. Highway 50 near Meyers, California, bounded by Lake Tahoe Blvd. to the west and Washoe Meadows State Park to the east.

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**Project Description:**

The project will include channel reconstruction, bioengineered bank stabilization, riffle pool construction, reestablishment or creation of fish and wildlife habitat, debris removal or redeployment, and re-vegetation and stabilization of bare soil areas. The purpose is to restore stream function and improve riparian and aquatic habitat. Restoring the creek to a more stable channel with access to its floodplain should provide substantial water quality and wildlife benefits.

---

This is to advise that the California Tahoe Conservancy, acting as a responsible agency, has approved the above described project and has made the following determinations regarding the above described project:

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration for the project was prepared and approved by El Dorado County on November 21, 2003 and a Notice of Determination along with the California Department of Fish and Game fee were filed November 21, 2003. The Notice of Determination, Negative Declaration, and record of project approval may be examined at El Dorado County Department of Transportation, 924B Emerald Bay Road., South Lake Tahoe, California 96150. The California Tahoe Conservancy reviewed and considered the Mitigated Negative Declaration that was prepared by El Dorado County prior to project approval.
3. Mitigation Measures were made a condition of the approval of the project by the California Tahoe Conservancy.
4. A Statement of Overriding Considerations was not adopted for this project.

- 
5. Findings were not required pursuant to the provisions of CEQA.
  6. A copy of the receipt for California Department of Fish and Game fee is attached.

---

**FISH & GAME FEES:** See above.

**Date Received for Filing**

---

Dennis T. Machida  
Executive Officer  
(March 19, 2004 Board Meeting)

## EXHIBIT 9

### CALIFORNIA DEPARTMENT OF FISH AND GAME CERTIFICATE OF FEE EXEMPTION

De Minimis Impact Finding

Project Title:

Angora Creek Stream Environment Zone Restoration Project

Location:

The project is located in eastern El Dorado County, in the Lake Tahoe Basin, west of U.S. Highway 50 near Meyers, California, bounded by Lake Tahoe Blvd. to the west and Washoe Meadows State Park to the east.

Project Description:

The project will include channel reconstruction, bioengineered bank stabilization, riffle pool construction, reestablishment or creation of fish and wildlife habitat, debris removal or redeployment, and re-vegetation and stabilization of bare soil areas. The purpose is to restore stream function, improve riparian and aquatic habitat on 4 acres, as well as establish a more stable channel with access to its floodplain, providing major water quality and wildlife benefits.

Findings of Exemption:

El Dorado County has prepared a Mitigated Negative Declaration. The County has determined that the project will have no significant environmental impact and has filed a CEQA Initial Study, and a Notice of Determination with the State Clearinghouse. The California Tahoe Conservancy has considered the environmental impacts of the proposed Angora Creek Stream Environment Zone Project as described in the attached Mitigated Negative Declaration and Initial Study adopted by El Dorado County, together with comments on the project and other information provided to the Conservancy, and finds that, with the proposed mitigation measures that have been incorporated into the project by the County, there is no substantial evidence that this project will have a significant effect on the environment. Potential effects on fish and wildlife resources are De Minimis.

Certification:

I hereby certify that the California Tahoe Conservancy has made the above finding and that the project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

---

Dennis T. Machida,  
Executive Officer  
California Tahoe Conservancy  
Date

Exhibit B

Project Name: Upper Angora Creek SEZ

ESTIMATED PROJECT SCHEDULE AND BUDGET

Task	Estimated Budget
Design and Administration	\$ 694,100
Construction Administration	\$ 358,000
Construction	\$ 1,400,000
Plant Establishment-Oversight	\$ 30,000
Monitoring	\$ 563,200
R-O-W Acquisition	\$ 210,000
Contingency	\$ 217,000
<b>Total</b>	<b>\$ 3,472,300</b>

Previously Authorized Conservancy Funding:

Conservancy Acquisition Grant, 1998:	\$ 86,350
Conservancy Planning Grant, 2000:	\$165,000
Conservancy Planning Grant Augmentation, 2003:	\$ 80,000

Total Conservancy Funding: \$331,350

Other Funding Contributions:

Bureau of Reclamation (BOR)	
Construction Grant:	\$900,000
Tahoe Regional Planning Agency	
(TRPA) SEZ Mitigation Funds:	\$691,321
Lahontan Regional Water Quality Control	
Board (LRWQCB) 319(h) Grant:	\$ 38,979

Total Other Funding: \$1,630,300

Additional Conservancy Funding Requested : \$1,527,000

**TOTAL ESTIMATED PROJECT BUDGET: \$3,472,300**

## SCHEDULE

Conservancy Site Improvement Grant Application	Feb 2004
Final Plans and Specifications	Mar 2004
Easement Acquisition	Jul 2004
Construction Start Date – Phase 1	Aug 2004
Pre-Construction Monitoring Report	Oct 2004
Final Construction Report – Phase 1	Dec 2004
Construction Start Date – Phase 2	Aug 2005
Final Construction Report – Phase 2	Dec 2005
Final Monitoring Report	Dec 2007

## Exhibit C

### List of Assurances (For Site Improvements)

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, and to finance and construct the proposed facilities; 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. It will ensure that all project improvements are designed to last for at least twenty (20) years.
3. It has sufficient funds or commitments for sufficient funds to complete the Project(s), over and above the portion to be borne by Conservancy and, when the Project(s) is completed, to assure the effective operation and maintenance of the facility for the purposes of the Conservancy grant.
4. It holds or will obtain sufficient title or interest in the property to enable it to undertake lawful development and construction of the Project(s). In the case where the Grantee is acquiring an interest in the property as a part of the project development, such title documentation shall be subject to the review of the Executive Officer of the Conservancy.
5. It will not dispose of or encumber its title or other interests in the site and facilities except as approved in writing by the Executive Officer of the Conservancy for consistency with the purposes of this grant.
6. It will permit the Conservancy's Project Coordinator and any other designated representatives to enter onto the Project site(s) for the purpose of conducting studies, evaluating the progress of the Project(s) or inspecting the Project site(s) at reasonable times before, during and after the construction phase of the Project(s).
7. 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.



8. 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".
9. It will cause work on the Project(s) to be commenced within a reasonable time after receipt of notification from the Conservancy that funds have been approved, and will carry the improvements to completion with reasonable diligence.
10. It will, where appropriate, comply with the requirements of the State's Braithwaite Act (Chapter 1574, Statutes of 1971 and related statutes), which provides for fair and equitable treatment of displaced persons.
11. It will comply with the applicable requirements of the California Environmental Quality Act.

EXHIBIT D

REQUEST FOR DISBURSEMENT

Invoice No: \_\_\_\_\_ \*  
(State Controller: Please enter this number on the  
remittance advice.)

TO: California Tahoe Conservancy  
2161 Lake Tahoe Boulevard  
P.O. Box 7758  
South Lake Tahoe, CA 96158

FROM: Grantee \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_ CONTRACT NO: \_\_\_\_\_

Project Title \_\_\_\_\_  
Period Covered \_\_\_\_\_

COST SUMMARY

Task No.	Product	Approved Budget Amount	Total Previous Charges	Balance at end of Last Period	Changes this period
-------------	---------	------------------------------	------------------------------	-------------------------------------	------------------------

Totals

\*Use the four digits of the Conservancy contract number followed by a hyphen and the number of this invoice  
(e.g., 9070-1)

EXHIBIT D

Invoice No. \_\_\_\_\_

Page 2 of 2

REQUEST FOR DISBURSEMENT FORM

Cost Breakdown for Charges This Period

Task No.	Description	Labor Class	\$/hr	Hrs	Amt	Materials or Products*		
						Unit Cost	Quantity	Amt Total **

Total \_\_\_\_\_

The above tasks have been completed in accordance with the terms of the contract.

Signed \_\_\_\_\_ Title \_\_\_\_\_

\* If task is performed by a subcontractor and is invoiced for the job as a whole (e.g., per linear foot of AC ditch installed), then labor columns may be omitted.

\*\* Should agree with amounts in right-hand column on Page 1.

## 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) per occurrence.
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 are included as additional insured, 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 is named additional insured 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 additional insured.

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 this 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.

**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 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 7, "Contractor's Insurance," is inconsistent with 7-1.12, "Responsibility for Damage," of the State of California, Department of Transportation, Caltrans, Standard Specifications, July 1992, this Article shall govern; otherwise each and every provision of such Section 7-1.12 shall be applicable to this Agreement.

### **PROFESSIONAL SERVICES/CONSULTANT**

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor 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 Contractor in performance of the contract.
- D. In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability (for example, malpractice insurance) is required with a limit of liability not less than \$1,000,000 per occurrence.
- E. Contractor 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. Contractor agrees that the insurance required above shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Risk Management Division and contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the 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 this contract upon the occurrence of such event.
- 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 are included as additional insured, 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 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.
- 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 Contractor 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.
- L. The insurance companies shall have no recourse against the County of El Dorado, 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, contractor 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 obligation 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.

#### **PROFESSIONAL SERVICES/CONSULTANT**

Consultant shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

**DRUG-FREE WORKPLACE CERTIFICATION**

STD. 21 (NEW 11-90)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

TCR or GRANT RECIPIENT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

## **Exhibit G SIGN GUIDELINES**

### **Authority:**

All projects funded by the "The Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Bond Act of 2000" (**2000 Parks Bond Act**) must include a posted sign acknowledging the source of the funds following guidelines developed by the Resources Agency.

Reference Section PRC 5096.309

### **Purpose:**

To inform the public that the 2000 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 2000 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 appreciate. 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 2000 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 2000 Parks Bond – (in large font)**

**Optional Language: The Safe Neighborhood Parks, Clean Air and Coastal Protection Bond Act of 2000 (The Villaraigosa – Keeley Act)**

**Director of State Department**

**Michael 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 2000 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 H

### 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 activities in acquisition of interests in land; and
- project evaluation and documentation.