

**Tahoe Resource Conservation District****SECOND AMENDMENT TO AGREEMENT FOR SERVICES #102-S1710**

**THIS SECOND AMENDMENT** to that Agreement for Services #102-S1710 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Tahoe Resource Conservation District, a conservation district duly qualified to conduct business in the State of California, whose principal place of business is 870 Emerald Bay Road, Suite 108, South Lake Tahoe, California 96150 (hereinafter referred to as "District");

**RECITALS**

**WHEREAS**, District has been engaged by County to provide stormwater compliance monitoring services for Lake Tahoe pursuant to Agreement for Services #102-S1710, dated November 16, 2016, and First Amendment to Agreement for Services #102-S1710, dated April 12, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to replace Amended Exhibit A with **Amended Exhibit A-1, Amended Scope of Work**;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of December 31, 2018 for three (3) additional years, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$136,000, for a total not-to-exceed amount of \$179,833, and to include a new rate schedule, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B-1, Amended Rate Schedule** and **Amended Exhibit C, Amended Cost Estimate**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and District mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement on the following terms and conditions:

- I. Effective upon execution of this Second Amendment to Agreement, all references to Amended Exhibit A, Amended Scope of Work, are substituted with **Amended Exhibit A-1, "Amended Scope of Work."**
- II. Effective upon execution of this Second Amendment to Agreement, all references to Exhibit C, Cost Estimate, are substituted with **Amended Exhibit C, "Amended Cost Estimate."**

- III. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of January 1, 2017 through December 31, 2021.

- IV. **ARTICLE III, Compensation for Services**, the third and sixth paragraphs of the Agreement are amended in its entirety to read as follows:

For the period beginning with the effective date of the First Amendment to Agreement and continuing through the day before the effective date of the Second Amendment to the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof. In accordance with Amended Exhibit B, District shall be allowed to invoice County with administrative costs at a markup not to exceed fifteen percent (15%). Other direct costs including special reproductions, delivery charges, postage, parking, and other outside services authorized herein, shall be invoiced in accordance with Amended Exhibit B, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate District's costs for the services being billed on those invoices.

For the period beginning with the effective date of the Second Amendment to Agreement and continuing through the remaining term of the Agreement, unless amended, the billing rates shall be in accordance with Amended Exhibit B-1, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof. In accordance with Amended Exhibit B-1, District shall be allowed to invoice County with administrative costs at a markup not to exceed fifteen percent (15%). Other direct costs including special reproductions, delivery charges, postage, parking, and other outside services authorized herein, shall be invoiced in accordance with Amended Exhibit B-1, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate District's costs for the services being billed on those invoices.

The total amount of this Agreement, as amended shall not exceed \$179,833, inclusive of all costs and expenses.

Except as herein amended, all other parts and sections of Agreement for Services #102-S1710, as amended, shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Brandan Ferry  
Brandan Ferry, Principal Planner  
Community Development Services  
Planning and Building Department  
Long Range Planning

Dated: 12/13/2018

**Requesting Department Concurrence:**

By: Tiffany Schmid  
Tiffany Schmid, Director  
Community Development Services  
Planning and Building Department

Dated: 12/13/18

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #102-S1710 on the dates indicated below.


--COUNTY OF EL DORADO--

By: 

Dated: 12/18/2018


Board of Supervisors  
"County"

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

By:   
Deputy Clerk

Dated: 12/18/2018

--TAHOE RESOURCE CONSERVATION DISTRICT--

By:   
*for* Carl Ribaudo  
President  
"District"

Dated: 12/11/18

# **Tahoe Resource Conservation District**

## **Amended Exhibit A-1**

### **Scope of Work**

In accordance with Agreement for Services #102-S1710, as amended, between County and District, District shall complete the Tasks identified in the Scope of Work below.

#### **Background**

This scope of work has been designed to fulfill the regulatory requirements of the California National Pollutant Discharge Elimination System (NPDES) permits issued by the Lahontan Regional Water Quality Control Board to the City of South Lake Tahoe, El Dorado County, and Placer County and the Nevada Interlocal Agreements (ILAs) between the Nevada Division of Environmental Protection and Washoe County, Douglas County, and the Nevada Department of Transportation for the 2017-2021 term. All data will be collected in a manner consistent with Regional Stormwater Monitoring Program (RSWMP) protocols as outlined the in RSWMP Framework and Implementation Guidance document (FIG).

#### **Schedule and Deliverables:**

District shall submit all deliverables in accordance with ARTICLE I, Scope of Services, of this Agreement. Unless otherwise agreed upon by County and District, all draft deliverables shall be submitted in MS Word and PDF format, and all final deliverables shall be submitted in PDF format. Due to possible weather constraints, the deliverables and schedule for various tasks is dependent upon the frequency of which water quality samples can be collected. District shall communicate with County's Contract Administrator, or designee, for the deliverables schedule and schedule changes or delays, if any.

#### **Scope of Work**

##### **Task 1 – Administration**

District shall complete operations necessary to provide support to staff and facilities for the term of the Project and management duties related to the execution of the Project, including invoices, progress reports, and administration of the Agreement.

District shall provide technical and administrative services needed to complete the Tasks identified in the Scope of Work and ensure the Project is completed within budget and on schedule. In accordance with ARTICLE VII, Progress Reports, of the Agreement, quarterly progress reports shall be submitted to County by the 30<sup>th</sup> of the month following the end of the quarter to document Project progress and ensure requirements are being met. District shall submit monthly invoices linked with Project activities and the invoices shall include any applicable Project expenses incurred and

appropriate backup documentation for itemized expenses. All administrative costs shall be invoiced in accordance with ARTICLE III, Compensation for Services, as amended.

**Deliverables:**

- Progress Reports.
- Invoices.

**Schedule:**

- District shall submit progress reports to County within thirty (30) days following each quarter for the duration of the Project.
- District shall submit invoices to County monthly for the duration of the Project.

**Task 2 – Stormwater Monitoring**

District shall provide all Project management duties including, but not limited to, staff coordination, site management, stormwater monitoring, assistance with Tahoe Total Maximum Daily Load (TMDL) compliance and/or planning, analysis, and reporting of collected data.

District's Project management duties shall include communication and meetings with County, and other partnering jurisdictions and regulatory agencies, and coordination of efficient and effective completion of monitoring activities and site maintenance, including subconsultants, if any.

District shall conduct urban stormwater runoff monitoring services at seven (7) catchment outfall sites using automated samplers. These predetermined sites, as previously monitored, shall include Incline Village, Speedboat, Tahoma, Tahoe Valley, Upper Truckee, Elk's Club, and Pasadena .

District shall collect continuous discharge, turbidity, precipitation, and temperature data at all seven (7) sites. District shall conduct discrete water quality sampling for a minimum of six (6) events, but if weather allows, will sample the ideal range of ten (10) to twelve (12) events per year distributed across all seasons. The ten (10) to twelve (12) events sampling frequency is recommended to generate sufficient samples each year from each site to provide statistically defensible average annual load estimates.

Discrete water quality samples shall be composited using a flow-weighted method and analyzed for the Lake Tahoe pollutants of concern, including but not limited to: Fine Sediment Particles (FSP < 16 µm), Total Phosphorus (TP), and Total Nitrogen (TN).

District shall incorporate the Quality Control measures presented in the RSWMP Quality Assurance Project Plan (QAPP 2011) into the standard operating procedures for the Project's stormwater monitoring and sample analysis services, including the collection of control samples at no less than the recommended rate of ten percent (10%).

All urban stormwater monitoring data shall be stored, managed, and analyzed by the RSWMP Data Management System (DMS). The DMS enables remote access to monitoring sites and is fully integrated, taking data from the point of collection through to reporting. The DMS shall perform statistical analyses through preset routines, and reports status and trends consistently according to preset templates.

District shall assist partnering jurisdictions with planning and compliance for the Lake Tahoe TMDL, including but not limited to: Pollutant Load Reduction Model (PLRM) modeling, Road Rapid Assessment Methodology (RAM) support results, catchment registration assistance, and other pollutant load reduction strategies as needed or as requested. Some work activities within this task may be of benefit basin-wide, in which case billing will be split evenly among all jurisdictions. For requested work activities under this task that benefit a specific jurisdiction, that jurisdiction shall be billed individually.

District shall compile results and discuss findings in an Annual Stormwater Monitoring Report compliant with permit/ILAs requirements. The draft annual report shall utilize the pre-approved reporting templates housed in the DMS and shall be submitted to partner jurisdictions for review and comment. Upon approval, partner jurisdictions shall be able to submit the final Annual Stormwater Monitoring Report to the applicable regulatory agency.

#### **Deliverables:**

- Planning and/or compliance PLRM modeling results
- RAM results
- Catchment registration assistance
- Other pollutant control strategies
- Draft Annual Stormwater Monitoring Report compliant with permit/ILAs thirty (30) days before submittal to applicable regulatory agency
- Final Annual Stormwater Monitoring Report by due date to applicable regulatory agency

#### **Task 3 – Professional Services**

District shall use subcontractors to ensure that proper site maintenance, equipment installation, and repairs as needed, and all other activities associated with keeping monitoring sites functioning effectively, and proper data collection, storage, management, analysis, and reporting through the DMS continue uninterrupted.

#### **Task 4 – Sample Analysis**

District shall deliver flow-weighted sample composites to analytical labs capable of performing the required analysis. Water quality samples shall be analyzed for the following proposed five (5) analytes:

- Total Suspended Sediment (TSS) and Particle Size Distribution (PSD), as required for the calculation of FSP

- Total Phosphorus (TP)
- Total Kjeldahl Nitrogen (TKN) and Nitrate+Nitrite ( $\text{NO}_3+\text{NO}_2$ ), as required for the calculation of TN

District shall be responsible for the management and maintenance of the stormwater monitoring data.

**Deliverables:**

- Raw data generated from the seven (7) monitoring sites (upon request) including continuous flow, continuous turbidity, analytical results, and continuous meteorological data.

**Schedule:**

- District shall submit the raw data to County as requested and upon completion of the analysis. District shall notify County as soon as the raw data is available for submittal.



# Tahoe Resource Conservation District

## Amended Exhibit B-1

### Amended Rate Schedule

#### Labor Rates:

<u>Program Staff</u>	<u>Billable Range</u>
Program Director	\$42.61 - \$60.00
Program Manager	\$37.69 - \$53.00
Environmental Scientist I	\$22.76 - \$31.16
Environmental Scientist II	\$28.18 - \$41.11
Environmental Scientist III	\$33.60 - \$48.27
Resource Conservationist I	\$13.21 - \$20.16
Resource Conservationist II	\$14.31 - \$28.85
Resource Conservationist III	\$22.02 - \$37.10

<u>Administrative Staff</u>	<u>Billable Range</u>
District Manager	\$46.61 - \$65.50
Grant Manager	\$34.21 - \$45.46
Grant Coordinator/HR	\$29.01 - \$38.90
Bookkeeper/Office Assistant	\$18.02 - \$22.78

#### **Expenditures:**

Other Direct Costs - Monitoring equipment, supplies, Maintenance and repairs	\$3,333.00
Administrative Costs (15%)	\$5,717.00

#### Mileage Reimbursement

Reimbursement for mileage expenses for District shall be compensated in accordance with all of the provisions of ARTICLE III, Compensation for Services, of this Agreement.

#### Other Direct Costs Markup

Other direct costs including, but not limited to, special reproductions, records searches, and other outside services authorized herein, shall be invoiced at District's cost, without markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate District's costs for the services being billed on those invoices.

Tahoe Resource Conservation District  
Amended Exhibit C  
Amended Cost Estimate

<b>Task</b>	<b>Description</b>	<b>Cost</b>
Task 1	Administration	\$26,426.00
Task 2	Storm Water Monitoring	\$90,910.00
Task 3	Professional Services	\$27,946.00
Task 4	Sample Analysis	\$31,218.00
	<b>District total</b>	<b>\$176,500.00</b>
	District Other Direct Costs	\$3,333.00
	<b>Total Project Cost Estimate</b>	<b>\$179,833.00</b>

All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work provided in accordance with this cost estimate, District may request to reallocate the expenses listed herein among the various Scope of Work Tasks and Other Direct Costs Identified herein subject to COUNTY's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be