

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

CTA 17 013L

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CALIFORNIA TAHOE CONSERVANCY

GRANTEE'S NAME

COUNTY OF EL DORADO

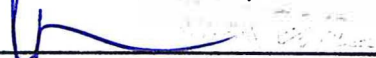
2. The term of this Agreement is: **09/21/2017** through **06/30/2040**

3. The maximum amount of this Agreement is: **\$ 250,000.00**
TWO HUNDRED FIFTY THOUSAND DOLLARS

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

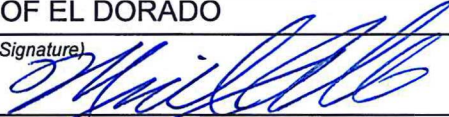

Grant Agreement	15 page(s)
Exhibit A – Conservancy Staff Recommendation and Resolution	9 page(s)
Exhibit A-1 – Grant Application Package	23 page(s)
Exhibit B – Budget Detail and Project Schedule	1 page(s)
Exhibit C – List of Assurances	3 page(s)
Exhibit D – Request for Disbursement Form	2 page(s)
Exhibit E – Mandatory Insurance Provisions	6 page(s)
Exhibit F – Eligible and Ineligible Costs	2 page(s)
Exhibit G – Reporting and Data Requirements	4 page(s)
Exhibit H – Proposition 1 Sign Guidelines	3 page(s)
* Conservancy Proposition 1 Grant Guidelines	16 page(s)

ATTEST: James S. Mitrissin
Clerk of the Board of Supervisors

By 
Kim Dawson, Sr. Deputy Clerk

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://tahoe.ca.gov/wp-content/uploads/2014/05/Proposition-1-Grant-Guidelines-2015.pdf>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

GRANTEE		California Department of General Services Use Only
GRANTEE'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
COUNTY OF EL DORADO		
BY (Authorized Signature) 	DATE SIGNED(Do not type) 1/30/2014	
PRINTED NAME AND TITLE OF PERSON SIGNING MICHAEL RANALLI, CHAIR, BOARD OF SUPERVISORS		
ADDRESS 330 FAIR LANE, PLACERVILLE, CA 95667		
STATE OF CALIFORNIA		
AGENCY NAME		
CALIFORNIA TAHOE CONSERVANCY		
BY (Authorized Signature) 	DATE SIGNED(Do not type) 2-8-18	
PRINTED NAME AND TITLE OF PERSON SIGNING PATRICK WRIGHT, EXECUTIVE DIRECTOR		
ADDRESS 1061 THIRD STREET, SOUTH LAKE TAHOE, CA 96150		
		<input type="checkbox"/> Exempt per: Govt. Code §66907.7 and Public Contract Code 10295

GRANT AGREEMENT

THIS AGREEMENT is entered into this 21st day of September, 2017, between the California Tahoe Conservancy and the County of El Dorado.

1. Scope of Agreement

The California Tahoe Conservancy (hereinafter "Conservancy"), pursuant to Section 66907.7 of the Government Code and its resolution of September 21, 2017, hereby grants to the County of El Dorado (hereinafter "Grantee"), a sum not to exceed **Two Hundred Fifty Thousand Dollars (\$250,000.00)**, subject to the terms and conditions set forth below.

These funds shall be used for the implementation of the Country Club Heights Erosion Control Project (hereinafter "the Project"), as further described in the Conservancy staff recommendation and resolution (**Exhibit A**).

The Grantee hereby agrees to complete the Project in accordance with the terms and conditions contained in this agreement and the following:

- (i) Conservancy Proposition 1 Guidelines and the Grant Application Package; and
- (ii) the Final Project Plans and Specifications approved by the Executive Director of the Conservancy ("the Executive Director") 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.

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, the Conservancy Staff Recommendation and Board Resolution dated September 21, 2017;
- (b) Exhibit A-1, the Grant Application Package;
- (c) Exhibit B, the Budget Detail and Project Schedule;
- (d) Exhibit C, Grantee's List of Assurances;
- (e) Exhibit D, Request for Disbursement Form;
- (f) Exhibit E, Mandatory Insurance Provision;
- (g) Exhibit F, Eligible and Ineligible Costs;
- (h) Exhibit G, Reporting and Data Requirements;
- (i) Exhibit H, Proposition 1 Sign Guidelines;
- (j) the Conservancy Proposition 1 Guidelines; and
- (k) Upon approval by the Executive Director, the Final Project Plans and Specifications (as set forth below).

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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) the Conservancy Board Resolution; (2) the Conservancy Staff Recommendation; (3) the Conservancy Proposition 1 Guidelines; (4) the Grant Application; (5) the body of the Agreement; (6) the List of Assurances; (7) the Final Project Plans and Specifications approved by the Executive Director; (8) the Budget Details and Project Schedule; (9) the Operation and Maintenance Plan; (10) the Eligible and Ineligible Costs; (11) the Mandatory Insurance Provision; and (12) the model Request for Disbursement Form.

3. California Conservation Corps

Successful grant applicants for projects using California Conservation Corps (CCC) or CALCC services, as determined during the Proposition 1 application process, shall develop a scope of work and enter into a contract with the appropriate Corps, and provide a copy of the contract to the Conservancy as part of this Grant Agreement.

4. Project Plans and Specifications

Within the time periods shown in the Project Schedule 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 Project monitoring or evaluation plan, detailed preliminary plans, Final Project Plans and Specifications, and other specified work products to the Executive Director 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 advertising for construction bids; and/or undertaking construction where no contractors are to be hired.

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

The Final 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 Public Works Director, Chief Engineer or Project Engineer;
- (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, 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(s), the estimate shall indicate how the funds from the various funding sources will be allocated

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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) the wording and location of all signs to be erected on the Project site(s) pursuant to the paragraph entitled "Signing" below; and
- (e) 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 coordinator 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 Director 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 fifteen percent (15%), or
- (c) a change order exceeds Five Thousand Dollars (\$5,000) or three percent (3%) of the construction contract bid amount, whichever is smaller.

The Grantee will be required to obtain oral approval from the Conservancy's Executive Director 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 the 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 Water Quality, Supply, and

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Infrastructure Improvement Act of 2014 (Proposition 1)" must comply with the sign guidelines set forth in **Exhibit H**.

Grantee shall prepare and submit an on-line catalog entry form to the California Environmental Information Catalog for information products and reports (e.g., environmental and biological field surveys, natural hazard assessments, geographic information, etc.) relating to California's natural environment that have been prepared with funds made available from Proposition 1. Of particular interest are those products that characterize site-specific conditions with regard to vegetation, wildlife populations, species occurrences and other measures of biological diversity, environmental and ecological condition. The Conservancy shall determine whether, for public policy reasons, a catalog description of any information product or report should be withheld from disclosure in the California Environmental Information catalog.

7. Conditions Precedent to Construction and/or Disbursement

In addition to any other conditions contained hereinabove, no construction of an individual project or other on site work 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 the 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 Director, a revised Project Budget. No funds shall be disbursed until the revised budget has been approved.

8. Notifications

As early as possible prior to the commencement of construction of Project improvements, Grantee shall notify the Conservancy of the construction start-up date.

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9. Reporting

Grantor and Grantee shall establish metrics of multi-benefit success from the Project for the purpose of reporting the status of the Project and all uses of funding and report on the State of California Bond Accountability internet web site and the California Environmental Data Exchange Network. In addition, upon completion of the 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 Public Works Director, Chief Engineer or City Engineer 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); and
- (c) Spatial data for the completed Project site(s), with appropriate labels or annotations.
- (d) Monitoring data when collected to date and an analysis of the significance of this data in regard to the effectiveness of the project implementation in improving water quality.

Water quality monitoring data shall be collected and reported to the State Water Resources Control Board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems monitored by the State Board.

Watershed monitoring data shall be collected and reported to the State Department of Conservation in a manner that is compatible and consistent with the statewide watershed program administered by the Department of Conservation.

Spatial data will be included in the State's BIOS (Biogeographic Information and Observation System). BIOS are designed to enable the management, visualization and analysis of Biogeographic Data collected by the Department of Fish and Wildlife and its partner organizations. Such data shall be documented with metadata in accordance with BIOS metadata standards. All metadata should meet standards found in the Reporting and Data Requirements **Exhibit G**.

All material, data, information, and written, graphic or other work produced or developed, and formally or informally produced or delivered for or to the Conservancy under this agreement is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, display and make derivative use of all such work, or any part of it, for or on behalf of the State or to carry out State objectives, free of charge and to authorize others to do so. Upon issuance of a trademark, service mark or patent claiming such work, the Conservancy shall be granted a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce and publish the work or any part of it, and use the work or any part of it in the creation of derivative works for or on behalf of the State, or to carry out State objectives, and to grant to any third

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party a comparable and coextensive sublicense. If any such work is subject to copyright, Grantee will not assert its rights under copyright against the Conservancy, or against any third party, through the Conservancy, to use, reproduce, publish, create derivative works, display or perform the work or any part of it for or on behalf of the State or to carry out State objectives.

10. Annual 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. 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 previous year. All reporting should meet standards found in the Reporting and Data Requirements **Exhibit G**.

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 the 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 Director; 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 Conservancy. The total amount of the grant may not be increased except by formal amendment of this Agreement.

12. Costs and Disbursements

Subject to the paragraph entitled "Conditions Precedent to Construction and/or Disbursement" above, 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 **Two Hundred Fifty Thousand Dollars (\$250,000.00)**. To meet appropriation time limits and monitoring requirements, the final invoice for construction and monitoring must be submitted on or before **May 20, 2020**.

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. The final ten percent (10%) of the total grant amount shall be withheld to ensure satisfactory completion of the Project. Upon

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substantial completion (i.e., filing of Notice of Completion) of the Project, the amounts withheld may be reduced by the Conservancy to not less than five percent (5%). 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 Distribution substantially in the form of Exhibit D; and (2) final inspection of the Project site(s) and approval of the completed Project(s) by the Conservancy's designated representative(s).

Upon award of a grant, Grantee may request an advance of up to ninety percent (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 the 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 semi-annually 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.
- (c) Upon approval of the Conservancy project funds may be reallocated between individual projects.

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 additional eligible construction costs described in the Conservancy-approved final budget incurred by Grantee in the performance of this Agreement.

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; and
- (b) The bid schedule of the contractor who was awarded the construction contract; and
- (c) Grantee's notice of award of construction contract.

At least thirty (30) days after the request for a fifty percent (50%) construction advance, the Grantee may request, based upon a demonstrated need, a second construction advance for up

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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. Interest on advanced funds shall be used for the purpose of the Project(s), as approved by the Conservancy. Grantee's first request for disbursement after the advances shall document all expenditures of previously advanced grant funds and interest earned. 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.

Upon completion of the Project or termination of this Agreement, but not later than the final date for completion of construction, Grantee shall return all unexpended grant funds which have been advanced.

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)
- the Purchase Order number (Provided once all signatures have been obtained)
- Grantee's name and address;
- the number of this Agreement (e.g., CTA-17013L);
- 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 including timesheets and all receipts; and
- the signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

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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 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.).

Invoices should be submitted to:

Accounts Payable
California Tahoe Conservancy
1061 Third Street
South Lake Tahoe, CA 96150
or
accounts.payable@tahoe.ca.gov

Conservancy will make best efforts to forward each complete 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 fifteen (15) working days of receipt by the Conservancy.

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.

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, together with a certified copy of Grantee's resolution authorizing Grantee's execution of this Agreement. The term of the Agreement shall run from **September 21, 2017** through **June 30, 2040** (the termination date") unless, otherwise terminated or amended as provided herein.

The term of the Agreement shall run from the effective date through the point of completion of construction of all Project improvements and terminate upon the end of the useful life of the improvements (typically 20 years), unless otherwise terminated or amended as provided herein, provided however that for the acquisition of any interest in real property, the terms of this agreement shall be considered covenants running with the land in perpetuity.

The Grantee agrees to complete construction of the Project by the completion date set forth in the Project Schedule(s) ("the Completion Date"). For good cause shown, the Completion Date, as well as any dates set forth in the Project Schedule(s), may be extended by the Executive

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Director upon written request by the Grantee. Such extension shall not be unreasonably denied.

Prior to completion of planning, monitoring, acquisition or construction of site improvements, as the case may be, for any discrete component of this 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 non-cancelable (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 if the purposes and objectives of the Project are not achieved because of Grantee's failure to fulfill another material term or obligation of this Agreement, Grantee shall repay to the Conservancy all amounts disbursed by the Conservancy hereunder, except amounts for Project improvements which have been installed and which continue to serve a useful function. 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 Director 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 the Project, 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

Grantee agrees to operate and maintain the Project throughout the term of the Agreement in a manner consistent with Grantee's Operation and Maintenance plan. The Grantee agrees to assume all operation and maintenance costs of the Project and 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.

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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 Director 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 Director's decision to excuse Grantee for good cause shall not be unreasonably denied.

15. Liability

The Grantee shall indemnify, and save harmless the Conservancy and its members, Directors, members, 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 or 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), Director(s), agent(s) or employee(s), which arises other than from (1) a failure by the Conservancy to warn of hazards, based upon its review or inspection of the Project plans, designs, specifications or site(s), and/or (2) 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 Directors, 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), Director(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.

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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 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 the Conservancy, and its members, Directors and employees are included as additional insureds under the insurance required by said **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 or a 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, Directors and employees, or any of them, for payment of any premiums or assessments under such insurance. The Conservancy shall also be provided with notice of any proposed cancellation of insurance.

In the event that the insurance coverage cannot be obtained, or is canceled or reduced below the minimums required herein, the Conservancy may in its sole discretion waive, in part or in whole, the insurance requirements set forth above; provided, however, that the Conservancy may reinstate such requirements if it determines there has been a change of circumstances.

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

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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 (3) 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 Administrative Code, 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 Administrative Code 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.

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19. Independent Status of Grantee

The Grantee, and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as Directors or employees or agents of the State of California.

20. Assignability

Without the written consent of the State, the Grantee's interest in, and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

21. Time of the Essence

Time is of the essence of this Agreement.

22. 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.

23. Project Coordinators

Mark Sedlock (or such other person(s) as the Executive Director may designate from time to time) is designated the Conservancy's Project Coordinator for this grant. The Grantee's Officer with responsibility for administering this Agreement is the Public Works Director, Chief Engineer, Project Engineer, his or her successor, or other designee.

24. Conservancy Approvals

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

25. Grantee Approvals

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

26. Resolution

The signature of the Executive Director or other designated official of the Conservancy on this Agreement certifies that at its September 21, 2017, meeting, the Conservancy approved a grant

GRANT AGREEMENT

of **Two Hundred Fifty Thousand Dollars (\$250,000.00)** to the Grantee for the implementation of the Project(s) described in the attached Conservancy Staff Recommendation (**Exhibit A**).

27. 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.

28. 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 provision shall be thereby affected or impaired.

29. Entire Agreement

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

EXHIBIT A

ATTACHMENT 3.2a

COUNTRY CLUB HEIGHTS EROSION CONTROL PROJECT

Grant Type: Site Improvement

Applicant: El Dorado County

Recommended Funding: \$250,000 (Attachment 3.2b)

Location: The Country Club Heights Erosion Control Project (Project) is located in El Dorado County within the Lake Tahoe Basin. The boundary of the Project area is U.S. Highway 50 to the west; Southern Pines, Crystal Air, and Skyline drives to the south; Crystal Air and Elks Club drives to the east; and the subdivision boundaries to the north (Attachment 3.2c).

Overview

Description of Recommended Action

Staff recommends the Board authorize a grant to El Dorado County for construction of the Project. El Dorado County will use the recommended funding to complete final design, construction, and monitoring.

The Project will result in ecosystem and watershed benefits, including improving the quality of storm water runoff discharging to the Upper Truckee River (UTR). El Dorado County will construct improvements to spread storm water across meadows, which will enhance riparian and wildlife habitats, increase groundwater recharge, improve water quality, and sequester carbon. The Project incorporates additional water quality improvement measures, including stabilization of existing eroding areas and construction of infiltration basins.

El Dorado County plans to construct the Project in 2018. The recommended funding will support a discrete portion of the Project, which focuses on improvements to stream environment zones (SEZ).

Staff intends to enter into a Proposition 1 implementation grant agreement with El Dorado County in the fall/winter of 2017.

History

In the late 1980s, El Dorado County completed the initial Country Club Heights Erosion Control Project with \$409,800 of Conservancy funds. El Dorado County removed an unpaved portion of Boca Raton Drive and replaced it with a linear sediment basin to convey and treat storm water. They also revegetated this basin with wetland species and installed rock check dams to improve water quality.

Currently, the Boca Raton basin and the subdivision drainage infrastructure divert water away from the adjacent meadow. This diversion dries out the meadow and negatively affects riparian vegetation, wildlife habitat, and water quality. El Dorado County will build upon improvements from the initial project to make enhancements to meadow vegetation and water quality by spreading storm water flows back on the SEZ. The existing basin will remain as a water quality treatment and high flow conveyance feature.

In June 2017, the Board authorized a license agreement that currently provides El Dorado County with land tenure rights for the Project. Because the Project is located only within the El Dorado County right of way and on Conservancy lands, El Dorado County has secured all necessary land tenure rights to construct the Project.

El Dorado County anticipated constructing the Project in phases (i.e. 1 and 2) to address federal funding timing requirements. However, adequate funding was not available to move forward with Phase 1 in 2017. El Dorado County now plans to complete Phases 1 and 2 in summer of 2018. This grant is funding the discrete elements of SEZ enhancements as part of this Project.

As part of these Proposition 1 grant award recommendations, staff is also recommending a planning grant to El Dorado County to explore opportunities for a future and distinct project, the Country Club Heights Erosion Control Project-Phase 3. Phase 3 includes opportunities to remove asphalt and fill in the floodplain of the UTR, and construct storm water improvements for areas that discharge directly to the UTR. This third phase will add to the environmental gains of the first two phases, while also complementing other UTR watershed restoration efforts.

El Dorado County staff plan their environmental improvement projects with active agency and stakeholder participation. In December 2016, El Dorado County released a feasibility study and preferred alternative report documenting existing conditions,

potential project alternatives, and alternatives evaluation. They also held a public meeting at that time, where the Project received broad public support.

Financing

El Dorado County plans to construct the Project in the summer of 2018, using U.S. Forest Service (USFS) and Conservancy Proposition 1 funding. The recommended site improvement grant will support a discrete portion of the Project, which is primarily comprised of SEZ enhancements. El Dorado County has secured \$521,232 from the USFS for the Project, and they are seeking additional Project funding from the USFS, which would allow El Dorado County to construct all Project elements. If El Dorado County does not secure the additional USFS funding, they will still construct the Project in 2018, but it would only include the highest priority and multiple benefit elements of the Project.

Proposed Grant Budget

Staff recommends the grant budget as shown below. The budget may be adjusted between line items, but total expenditures under this grant will not exceed \$250,000.

Task	Amount
Construction	\$200,000
Plant Establishment	\$25,000
Contingency	\$25,000
Total	\$250,000

Proposed Project Schedule

Milestone	Estimated Completion Dates
Complete Final Plans, Specs, and Reports	January 2018
Obtain Final Permits	January 2018
Advertise and Bid	April 2018
Award Contract	May 2018
Begin Construction	June 2018
End Construction	August 2018
Monitoring	June 2020

Authority

Consistency with the Conservancy's Enabling Legislation, Strategic Plan, and Program Guidelines

The recommended action to award grant funding for the Project is consistent with the Conservancy's enabling legislation, the Strategic Plan, and the Proposition 1 Grant Guidelines.

Consistency with External Authorities

The recommended action is consistent with the Lake Tahoe Environmental Improvement Program (EIP) because it facilitates implementation of EIP project #01.01.01.0021. It is also consistent with the California Water Plan and State Wildlife Action Plan because it will improve water quality and wildlife habitat.

Compliance with the California Environmental Quality Act

Acting as a responsible agency, the Board reviewed and considered El Dorado County's Mitigated Negative Declaration (MND) for the Country Club Heights Erosion Control Project on June 15, 2017, and the Conservancy submitted a notice of determination to the State Clearinghouse on June 16, 2017. Staff has previously analyzed all potential environmental effects of the current recommended Project in the MND.

List of Attachments

Attachment 3.2b – Resolution 17-09-02.2

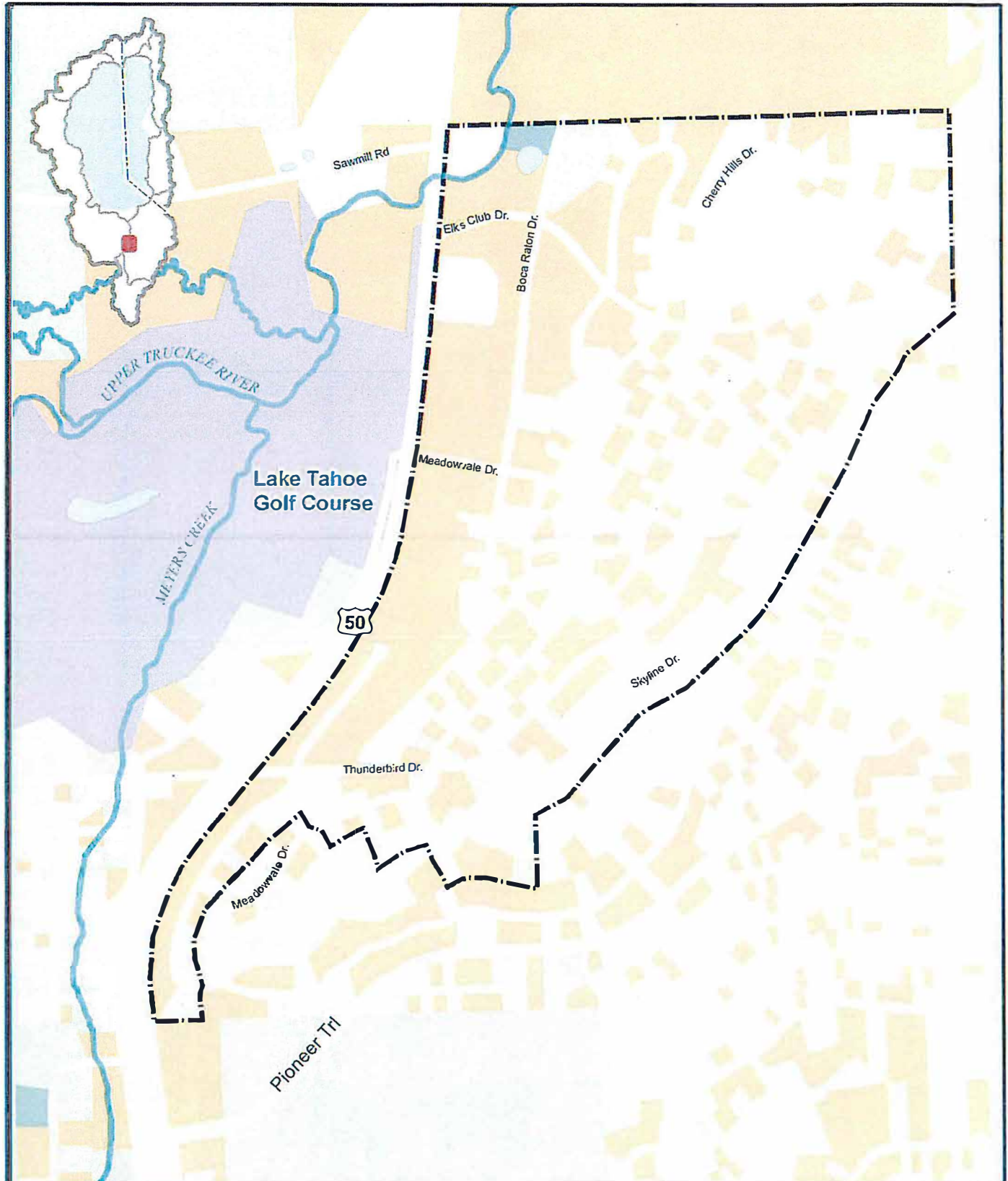
Attachment 3.2c – Project Map

Conservancy Staff Contact

Mark Sedlock

mark.sedlock@tahoe.ca.gov

ATTACHMENT 3.2c
Project Map
Country Club Heights Erosion Control Project

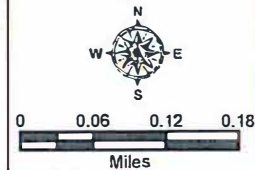


Proposed Items

 Project Area

Relevant Ownership

-  California Tahoe Conservancy
-  El Dorado County
-  California Dept of Parks and Recreation
-  U.S. Forest Service



Sources:
TRPA, El Dorado County

California
Tahoe Conservancy



September 2017
*Map for reference purposes only.

ATTACHMENT 3.2b

California Tahoe Conservancy
Resolution
17-09-02.2
Adopted: September 21, 2017

COUNTRY CLUB HEIGHTS EROSION CONTROL PROJECT

Staff recommends that the California Tahoe Conservancy (Conservancy) adopt the following resolution pursuant to Government Code section 66907.7:

“The Conservancy hereby authorizes the award of a grant to El Dorado County for up to \$250,000 for the Country Club Heights Erosion Control Project and authorizes staff to take all other necessary steps consistent with the accompanying staff recommendation.”

I hereby certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the Conservancy at a meeting thereof held on the 21st day of September, 2017.

In WITNESS THEREOF, I have hereunto set my hand this 21st day of September, 2017.



Patrick Wright
Executive Director

ATTACHMENT 4

NOTICE OF DETERMINATION

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

FROM: California Tahoe Conservancy
1061 Third Street
South Lake Tahoe, CA 96150

Subject:

The filing of a notice of determination in compliance with Public Resource Code section 21108.

Project Title:

Country Club Heights Erosion Control Project

State Clearinghouse Number:
2017022004

Contact Person:
Mark Sedlock

Telephone Number:
(530) 543-6048

Project Location:

The project is located in El Dorado County within the Lake Tahoe Basin. The boundary of the project's area is U.S. Highway 50 to the west, Southern Pines, Crystal Air, and Skyline drives to the south, Crystal Air and Elks Club drives to the east, and the subdivision boundaries to the north. The long-term license agreement includes 12 California Tahoe Conservancy (Conservancy) parcels within the project area (El Dorado County Assessor's Parcel Numbers 033-100-23, 033-201-04, 033-201-32, 033-211-09, 033-212-03, 033-212-09, 033-213-05, 033-221-03, 033-222-17, 033-223-05, 033-301-01, and 034-753-02) as shown on the attached map (Exhibit A).

Project Description:

The primary goal of the project is ecosystem and watershed management. El Dorado County intends to restore approximately three acres of meadow habitat and stream environment zone along U.S. Highway 50, in addition to reducing and treating storm water runoff from subdivision before it reaches the Upper Truckee River and Lake Tahoe. The project proposes to stabilize eroding slopes and channels, install infiltration basins/swales, and flow spreading structures to restore ecosystem function of the meadow and improve water quality.

This is to advise that the Conservancy, acting as a responsible agency, has approved the above described project on June 15, 2017 [Agenda Item 12.a.] 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 April 11, 2017 and a notice of determination was filed on April 18, 2017. The notice of determination, mitigated negative declaration, and record of project approval may be examined at El Dorado County Department of Transportation, 924 B Emerald Bay Road, South Lake Tahoe, CA 96150. The Conservancy reviewed and considered the mitigated negative declaration prior to project approval.
3. Mitigation measures were made a condition of the approval of the project by El Dorado County and the Conservancy.

Governor's Office of Planning & Research

JUN 19 2017

STATE CLEARINGHOUSE

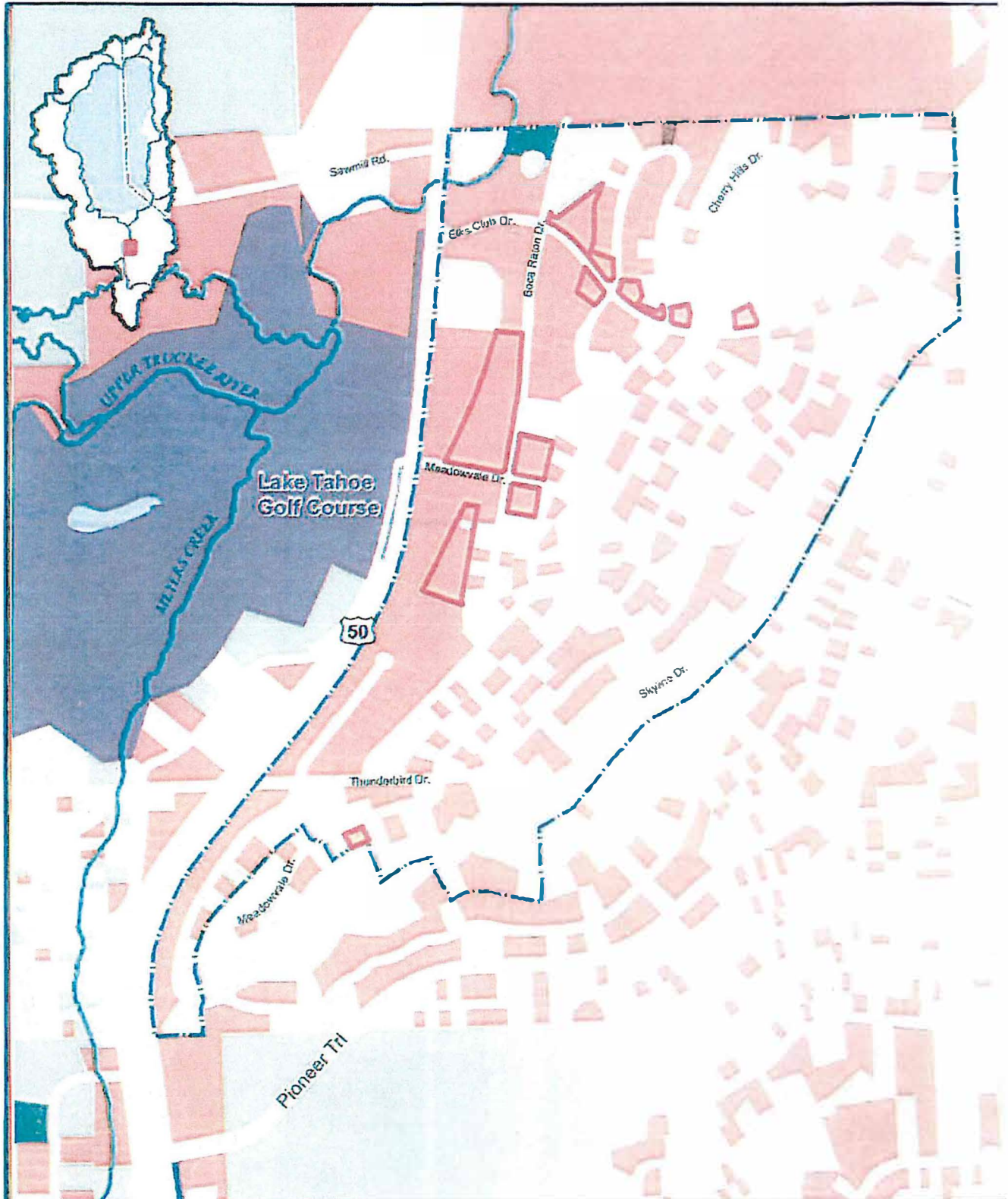
Fish and Wildlife Fees: A California Department of Fish and Wildlife Environmental Filing Fee was paid for this project by the lead agency. A copy of the receipt will be filed with this notice.

Date Received for Filing:



Patrick Wright
Executive Director

EXHIBIT A
Project Map
Country Club Heights Erosion Control



Proposed Items

- Proposed License Agreement Parcels
- Project Area

Ownership

- | | |
|--|--|
| CA Tahoe Conservancy | Private |
| CA Dept of Parks and Recreation | South Tahoe Public Utility District |
| CA Dept of Transportation | State of California |
| El Dorado County | US Forest Service |



Sources:
 TRPA, El Dorado County

California
 Tahoe Conservancy



June 2017

*Map for reference purposes only.

Print Form

CALIFORNIA TAHOE CONSERVANCY
PROPOSITION 1 GRANT APPLICATION FORM

Project Name:

Country Club Heights Erosion Control Project

Has your organization applied for, or does it intend to apply for, funding from another public agency for this project? Yes No

If yes, indicate the agency/grant program/amount requested/date requested:

See Attached

Contact Information:

Applicant's Name (Official entity's name): El Dorado County, Community Development Agency, Transportation Division

Official Mailing Address: 924B Emerald Bay Road, South Lake Tahoe, CA. 96150

Other Address:

Authorized Signatory/Title: Bard Lower, Transportation Division Director

Applicant Contact/Project Manager: Daniel Kikkert, P.E.

Contact's Phone: 530-573-7914

Email: dan.kikkert@edcgov.us

Other key personnel who may represent the application (list name and contact info)

See Attached

Project Type: (Check One)

Planning Grant Acquisition Grant

Implementation Grant Monitoring Grant

If a Grant Augmentation Request, CTA# _____

Primary Focus Area: (Check One)

Ecosystem and Watershed Management Aquatic Invasive Species

Stormwater Quality Forest Health

Sustainable Communities

Secondary Focus Area(s): Ecosystem and Watershed Management

Is this project on the current 5-year EIP list? Yes No

If no, describe your organization's strategy for adding it:

Empty text box for describing strategy.

Project Description, including Project Benefits and Consistency with Statewide Priorities and the Lake Tahoe Environmental Improvement Program (EIP):

Provide the project's purpose and need statement:

See Attached

Provide a short executive summary of the project:

See Attached

Describe the Project's consistency with Focus Area(s) and applicable Focus Area-Specific Guiding Documents.

See Attached

Describe the project's multiple benefits, within or across Focus Areas, including any climate change benefits.

See Attached

Indicate how the project provides fisheries or ecosystem benefits or improvements that are greater than required applicable environmental mitigation measures or compliance obligations.

See Attached

Project Schedule and Readiness/Feasibility. Describe the current status of the project and the readiness to proceed (e.g., permit status, data needs, easements, etc.), completion dates for major project milestones/work products, and project completion date.

See Attached

If project work extends beyond May 1, 2020, explain portions of work to be specifically funded by this grant.

Project will not extend beyond May 1, 2020

Innovation and Science. Describe how the project applies the best available science to inform decisions regarding water resources; describe new or innovative technology or practices proposed for use, including decision support tools that support integrated resource management.

See Attached

Performance Measures. Describe project-specific performance measures and quantities. Describe methods used to obtain quantities.

See Attached

Indicate how project effectiveness will be assessed.

See Attached

Describe the proposed monitoring and evaluation methods and data to be collected and evaluated.

See Attached

Project Budget; Leveraged Funding. Provide a detailed budget for the funds requested (Example layout below), as well as the total project cost, based upon estimates of eligible costs; identify other funding sources that have been secured, applied for, or are being considered; describe any in-kind assistance by the applicant. *Attach detailed budget in Excel format including all rows and columns in below example.*

EXAMPLE Budget Categories /Activities	Conservancy Request "A"	Cost Share (secured) "B"	Unfunded Amount "C"	Total Project Cost A+B+C
Project Administration				
Planning (add subcategories by task)				
Acquisition (add subcategories by task)				
Design (add subcategories by task)				
Construction (add subcategories by task)				
Equipment				
Monitoring (add subcategories as necessary)				
Project Fees				
Utilities				
Contingency				
TOTAL				

Additional information/explanations: identify other funding sources and amounts that have been applied for or are being considered.

Does this budget request include a project administration and/or contingency amount of more than 10% of the total grant request? Yes No

If so, provide a justification of the special circumstances that warrant consideration of the proposed amount.

N/A

Organizational Capacity. Describe your organization’s experience and capacity to plan and deliver the project within the schedule and budget.

See Attached

Public, Stakeholder, and Agency Support. Describe the role of the Environmental Improvement Program (EIP) workgroup, if any, and support of stakeholders; indicate public involvement efforts to date and anticipated, and summarize public response to the project.

See Attached

CEQA Environmental Documentation.

- Complete
 Filed with State Clearinghouse? Yes No
(provide document only upon request)

- Not complete; provide status and short description.

Corps Consultation.

- Complete.
 Form attached? Yes No
- Exempt from consultation requirement. By checking this box, applicant attests that this project is solely for planning or acquisition activities.

Land Tenure, if applicable.

- Not applicable (such as Acquisition Grant)
- Applicant owns site
- Land is not owned by applicant.

If the applicant does not own the project site but has adequate site control to support the project, describe and attach documentation. "Adequate site control" includes a lease, special use permit, easement, joint powers agreement, or other suitable interest in the property (lasting at least for the duration of the grant operation and maintenance obligation).

El Dorado County has submitted a special use application to the California Tahoe Conservancy (CTC). Issuance of the necessary license agreements is anticipated at the CTC Board meeting in June 2017.

If site control has not been obtained, describe the plan to obtain site control and how the project would be affected if it is not obtained.

El Dorado County has submitted a special use application to the California Tahoe Conservancy (CTC). Issuance of the necessary license agreements is anticipated at the CTC Board meeting in June 2017. If site control is not obtained then the proposed improvements identified in this proposal will not occur.

Describe any plans to locate the project on or adjacent to Conservancy land, and how that land might be affected.

Conservancy land will be utilized in project to spread stormwater flows in existing 1B classified lands.

Governing Body Resolution. Attach a resolution by the governing body, or letter from an authorized officer, of the project sponsor confirming the organization's commitment to the project and to operate and maintain the project for its useful life following the completion of construction. (A sample can be provided upon request.)

- Attached
- In progress. Expected on: Jun 20, 2017

REQUIRED ATTACHMENTS

All Applications:

- Location Map
- Map(s) identifying any Conservancy land located within the Project Area
- Governing Body Resolution
- Site Control Documentation (if applicable)
- Support letters (optional, no more than five)

Implementation Grants:

- Corps Consultation Review Form*
- Engineer's estimate (if available)
- Monitoring and evaluation plan (if available)

Monitoring Grants:

- Corps Consultation Review Form*

Acquisition Grants:

- Land Acquisition Information Form* for each parcel to be acquired



COMMUNITY DEVELOPMENT AGENCY TRANSPORTATION DIVISION

<http://www.edcgov.us/DOT/>

PLACERVILLE OFFICES:

MAIN OFFICE:

2850 Fairlane Court, Placerville, CA 95667
(530) 621-5900 / (530) 626-0387 Fax

CONSTRUCTION & MAINTENANCE:

2441 Headington Road, Placerville, CA 95667
(530) 642-4909 / (530) 642-0508 Fax

LAKE TAHOE OFFICES:

ENGINEERING:

924 B Emerald Bay Road, South Lake Tahoe, CA 96150
(530) 573-7900 / (530) 541-7049 Fax

MAINTENANCE:

1121 Shakori Drive, South Lake Tahoe, CA 96150
(530) 573-3180 / (530) 577-8402 Fax

California Tahoe Conservancy, Proposition 1 Grant Application Form for the Country Club Heights Erosion Control Project

Secured Funding from other public agencies:

USDA Forest Service Southern Nevada Public Land Management Act
2012 Erosion Control Program, Round 11 = \$208,691 (Planning)
2012 Erosion Control Program, Round 12 = \$521,232 (Implementation)

Tahoe Regional Planning Agency
Water Quality Mitigation Funds = \$25,000

Applied for Funding from other public agencies:

USDA Forest Service Southern Nevada Public Land Management Act
2012 Erosion Control Program, Secondary List = \$400,000 (Implementation)

Other Key Personnel:

Roger Niello
Interim Community Development Agency Director
(530) 621-5914
rogcr.niello@edcgov.us

Bard Lower
Community Development Agency
Transportation Division Director
(530) 621-7533
bard.lower@edcgov.us

John Kahling, P.E.
Community Development Agency
Transportation Division Deputy Director, Engineering
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Daniel Kikkert, P.E.
Community Development Agency
Transportation Division, Tahoe Engineering
Senior Civil Engineer
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Brendan Ferry, CPESC
Community Development Agency
Long Range Planning Division, Storm Water Program Manager
(530) 573-7905 – Tahoe
(530) 621-5653 – Placerville
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Russell Wigart, CPESC
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Long Range Planning Division, Storm Water Coordinator – Tahoe Basin
(530) 573-7924 – Tahoe
russell.wigart@edcgov.us

Donaldo Palaroan, P.E.
Community Development Agency
Transportation Division, Tahoe Engineering
Senior Civil Engineer
(530) 573-7920
donaldo.palaroan@edcgov.us

Project Description, including Project Benefits and Consistency with Statewide Priorities and the Lake Tahoe Environmental Improvement Program (EIP):

- **Purpose and Need Statement**

The goal of the Project is to improve the clarity of Lake Tahoe by reducing the detrimental water quality impacts of stormwater runoff from the Country Club Heights subdivisions tributary to and within the Project area. The objectives of the Project are to capture, treat, and infiltrate (where possible) stormwater runoff and the reduce the transport of fine sediment from the Project area. These objectives are met by constructing water quality Best Management Practices (BMPs) within the Project area and using the natural functions of soils and plants.

This project is considered high priority and is included in the County Pollutant Load Reduction Plan (PLRP). This project area is also considered 100% connected to Lake Tahoe and its tributaries making it a high priority site that will have direct positive impacts to water quality and the clarity of Lake Tahoe. The pre project Baseline load from this area is as follows.

County Club Heights	FSP (lbs/yr)	TN (lbs/yr)	TP (lbs/yr)
UPC 72	4196	16	59
UPC 73	7489	30	117
Total	11685	46	176

- **Short Executive Summary**

The Country Club Heights Erosion Control Project (Project) was initiated to address erosion and water quality issues due to the development of the Country Club Heights subdivision. As part of the Project the El Dorado County Community Development Agency Transportation Division (CDA-TD) has been evaluating opportunities to address these issues including the treatment of storm water runoff prior to it reaching the Upper Truckee River. The Project area has two distinct topographic regions: the upper region is steeper, with more developed parcels, while the lower region is gently sloping with less development and more open meadow areas. In the upper region the opportunities include addressing eroding slopes, installing structures for trapping road abrasives/sediment, and improving existing conveyance systems. In the lower region the opportunities, in addition to those listed above, include the modification of existing conveyance systems to spread flows into meadow areas off of Boca Raton Drive and Elks Club Drive which would enhance over 3 acres of stream environment zone (SEZ) classified lands. With award of the additional funds, this Phase of the Project will provide erosion control improvements and enhance the local meadow system processes by spreading concentrated flows into the SEZ and existing meadow areas.

To date, CDA-TD has completed multiple Erosion Control and SEZ Restoration Projects within the Country Club Heights Subdivision. This included a 1987 project in which a section of Boca Raton Drive was removed and a long linear channel was constructed in its place. Though effective in capturing and offering some treatment in the channel, it did not take advantage of the existing meadow system to the west. The Project is part of a series of active water quality and SEZ enhancement projects in the area which includes the Meyers Stream Environment Zone / Erosion Control Project and Oflyng Water Quality Project. The Project will focus on areas from Skyline Drive west to Highway 50, which includes areas surrounding Elks Club Drive and Meadowvale Drive, all of which are located within the Country Club Heights Subdivision (Units 1-5) and a portion of Tahoe Paradise Unit 48. The updated Environmental Improvement Program (EIP) # for this project is 01.01.01.0021.

The Country Club Heights subdivision created urban roadway conveyance patterns which concentrated the majority of the storm water runoff untreated into the lower SEZ road side

channels. Based on the minimal amount of treatment/removal of very fine and fine sediments within the upper watershed areas, the majority of the annual sediment loads reach roadside channels within the lower SEZ areas which ultimately discharge to the Upper Truckee River.

This Project will address similar problems and issues addressed in the earlier Projects as well as updated issues and problems identified as part of the Pollutant Load Reduction Strategy¹ and the Project Feasibility Report².

- **Projects consistency with Focus Area(s) and applicable Focus Area-Specific Guiding Documents**

The primary focus area for this Project is Water Quality with Ecosystem and Watershed Managements and Forest Health as secondary focus areas. As identified in the Purpose and Need Statement the Project is focused on reducing stormwater runoff from the roads through the installation of BMPs (including basins, conveyance channels, and structures). Publicly owned parcels will be utilized to disperse stormwater runoff flows in meadow areas for treatment of runoff, enhancement of meadow areas (1b Land Capability Lands), and increased groundwater recharge. Removal of identified invasive plant species will also be completed as part of the Project.

The Project is identified in the 2013 El Dorado County Pollutant Reduction Plan. The County also utilized the CTC's Preferred Design Approach in the selection of BMPs to address problems associated with Source Control, Hydrologic Design, and Treatment. Project Benefits/ Opportunities for improvements include:

- Stabilize eroding cut slopes with vegetation and/ or rock protection; stabilize existing drainages with rock and, where feasible, with bio-engineering techniques; stabilize existing roadside drainages by installing curb and gutter or rock-lined channels and vegetated swales (Source Control).
- Store and spread storm water out more effectively at the lower SEZ meadow area (Hydrologic Design & Ecosystem).
- Infiltrate and/ or treat runoff from County of El Dorado (County) Right-of-Way (ROW) before it discharges into the lower SEZ and Upper Truckee River (Treatment).
- Utilized the meadow areas (SEZ) for spreading of stormwater flows to enhance existing vegetation and capture remaining fine sediment (Ecosystem).
- Remove dead, dying, and diseased trees to reduce conifer densities within and surrounding areas of proposed improvements (Ecosystem).
- **Projects multiple benefits, within or across Focus Areas, including any climate change benefit**

Multiple benefits for this Project include:

- 1.) Improve water quality – decrease sediment and nutrient loading to the Upper Truckee River and Lake Tahoe.
- 2.) Increase water supply – groundwater recharge and restoration of surface hydrology.

- 3.) Ecosystem restoration and bio diversity – enhancement of existing SEZ and meadow systems. The anticipated environmental benefits will be to vegetation, wildlife, and water quality.
- 4.) Climate change and greenhouse gas reduction - increased meadow vegetation will sequester carbon and reduce greenhouse gas. The over 3 acres of meadow enhancement will allow for effective and extensive carbon sequestration.
- 5.) Watershed management – the Project will implement sustainable solutions to implement plans, programs, and projects that support and enhance terrestrial life within its boundary.
- 6.) Forest fuels reduction – the Project will include opportunities for fuels reduction on publicly owned parcels and within the County ROW.
- 7.) Low impact development (LID) – the Project will utilize LID principles in the design and development and the Project improvements.

- **How the project provides fisheries or ecosystem benefits or improvements that are great than required applicable environmental mitigation measures or compliance obligations**

The Project will provide ecosystem benefits (including SEZ enhancement, forest fuels reduction, and groundwater recharge) are above compliance requirements such as the treatment of stormwater runoff.

Project Schedule and Readiness/Feasibility:

The Project is part of a series of active ECPs and SEZ restorations within the watershed being completed by Community Development Agency, Transportation Division (CDA-TD), California Tahoe Conservancy (CTC) and United States Forest Service (USFS). CDA-TD is currently working to finish the pre-final plans, estimates, and specifications for the Project.

Milestone	Dates	
	Phase 1	Phase 2
Final Plans, Specifications, Reports	May 2017	January 2018
Final Agency Permits and Submittals	May 2017	January 2018
Advertise and Bid	June 2017	April 2018
Award Contract	July 2017	May 2018
Begin Construction	August 2017	June 2018
End Construction	October 2017	August 2018

Innovation and Science:

This project will be incorporated in to the new cutting edge TMDL Credit Accounting Platform (CAP) and being modeled in the Tahoe PLRM. These new science management tools quantify, track, report and credit improvements that encourage actions to improve the clarity of Lake Tahoe. Also included in this will be the requirements to inspect, report and maintain all registered improvements in the project area using a series of BMP and Road Rapid Assessment Methods (RAM). These new technologies were developed to create accountability for improvements and encourage their continual maintenance.

This project also aims to connect hydrologically underutilized stream environment zones for improving multiple ecosystem and community benefits. Removal of impervious surfaces and in this case asphalt will provide for a restoration opportunity.

Lake Tahoe's water quality and clarity is threatened by increased input of sediment and nutrients that result from human activity and development. Development adds impervious surfaces, such as roads, parking lots and buildings, which accumulate and concentrate stormwater runoff, increasing the delivery of pollutants in stormwater runoff. The Lake Tahoe TMDL (2007) Technical Report identifies very fine sediments (<16 um) and nutrients (N and P) as the culprits in declining lake clarity. Dr. Ted Swift, of UC Davis, determined that very fine particles of inorganic matter are the most important factor in Tahoe's clarity loss. These silt and clay-sized particles are only 0.5 to 10 microns in diameter and are extremely difficult to remove from runoff migrating toward the lake.

Dr. Swift's research reports that suspended fine inorganic particulates cause approximately 50 percent of the light scattering that clouds the water causing clarity loss in Lake Tahoe, while about 30 percent of the clarity loss is caused by algae particles, and 20 percent of clarity loss is caused by light absorption by pure water and dissolved organic matter. Particles of this size remain suspended in the Lake Tahoe for months and even years before settling to the bottom. Theoretical calculations show that a 10-micron soil particle of typical shape and density will take over 100 days to settle to the average depth of the lake floor (313 meters or 1,027 feet) under ideal conditions, while a 4-micron particle will take almost 1,000 days to settle. However, winter storms often mix lake water to a depth of 300 meters, so particles are frequently brought back up hydrodynamically toward the lake surface before they resume settling to the bottom.

One portion of this Project is to implement concepts of the Lake Tahoe TMDL. The TMDL's objective is to reverse and restore Lake Tahoe's optical clarity, whose loss is attributed to increased fine sediment and increased algae production from nutrients. This Project will reduce fine sediments and nutrients generated in the urban uplands, called out by the TMDL for having the highest opportunity for pollutant load reductions. The TMDL focuses on deep lake water quality, however by the reduction of runoff volume and treatment of fine sediment particles there will also be a notable benefit to nearshore water quality through nutrient reductions. The reduction of runoff volumes will also allow percolation and infiltration of runoff to groundwater allowing recharge of drought impacted groundwater.

By implementing BMPs in urban uplands of this Project area, this Project promotes the reduction of TMDL targeted pollutant loads and strives to accelerate compliance with the water quality standards of the Lahontan Basin Plan, Lake Tahoe Regional Plan and 208 Lake Tahoe Water Quality Management Plan.

Performance Measures:

Project effectiveness will be measured through quantitative and qualitative assessments. The quantitative assessments will be completed using the Pollutant Load Reduction Model (PLRM), data collection (water quality / flow measurements), and tracking logs (abrasives applied / material removed [sweeper/vactor]). The qualitative assessments will include photo documentation and semi-annual visual inspections of the Project site. The overall Project effectiveness will be documented using the EIP Performance Measures.

Focus Area	EIP Focus Areas	EIP Performance Measures (PM)	PM Units and Definitions ³
01 - Watersheds, Habitat, and Water Quality¹			
Load Reductions (Fine Sediment, Nitrogen, and Phosphorus)	SW	1, 2, 3	% Fine Sediment Reduction
Parcels with Storm Water BMPs	SW	4	Parcels
Miles of Roads Decommissioned or Retrofitted	SW	5	Miles
Acres of SEZ Restored or Enhanced	WS	9	Acres of SEZ Enhanced
02 – Forest Management²			
Acres of Forest Fuels Reduction Treatment	FE	19	Acres

1. SW – Storm Water Management, WS – Watershed Management
2. FE – Forest Ecosystem Health and Hazardous Fuels Reduction
3. The Performance Measures Definitions are available on the EIP Lake Tahoe Info website (<https://eip.laketahocinfo.org/>)

Project Budget: Leveraged Funding:

Budget Categories/ Activities	Conservancy Request	Cost Share (secured or applied for)	Unfunded Amount	Total Project Cost
Project Administration		0.00		0.00
Planning				
Pre-construction Monitoring		5,000.00		5,000.00
Preliminary Design (30%)		109,373.00		109,373.00
Environmental Documents		55,000.00		55,000.00
Acquisition		-		-
Right-of-Way Authorization		0.00		0.00
Right-of-Way Appraisals		0.00		0.00
Right-of-Way Acquisition		0.00		0.00
Close Escrows		0.00		0.00
Design		-		-
Right-of-Way Engineering		0.00		0.00
65% Design (Draft Plans)		72,000.00		72,000.00
95% Design (Pre-final Plans and Specifications)		42,012.00		42,012.00
100% Design (Final Plans and Specifications)		25,000.00		25,000.00
Construction		-		-
Advertise and Award		40,000.00		40,000.00
Construction Administration		126,604.00		126,604.00
Direct Construction Cost	200,000.00	628,622.00		828,622.00
Monitoring		5,000.00		5,000.00
Plant Establishment	25,000.00	5,000.00		30,000.00
Contingency	25,000.00	41,312.00		66,312.00
Total	\$250,000.00	\$1,154,923.00	\$0.00	\$1,404,923.00

Additional information/explanations:

Organizational Capacity:

The County of El Dorado’s CDA-TD, Tahoe Engineering office has a long history of delivering projects on time and on budget. The organization is fully committed to continue its relationship with the Tahoe agencies, partners, and stakeholders to deliver another important EIP project.

The project team will consist of a project manager, engineering support staff and the appropriate administrative support.

Public, Stakeholder, and Agency Support:

County of El Dorado Community Development Agency, Transportation Division – Project Implementer

United States Forest Service – Funding Agency

California Tahoe Conservancy – Funding Agency

Tahoe Regional Planning Agency – Regulating Agency

Lahontan Regional Water Quality Control Board – Regulating Agency

Tahoe Resource Conservation District – Community Participant/ Public Outreach

Public Support – This Project includes an extensive community outreach component to residents within the project area to inform and educate the public of the need for BMP retrofit and encourage public participation through BMP implementation, rain water harvesting, recycling, nutrient management and responsible management practices.

Technical Advisory Committees (TAC)

This Project TAC includes all stakeholders including technical design, funding, regulatory and utilities. Agencies include the County of El Dorado, CTC, California Department of Transportation, USFS, TRPA, Tahoe Resource Conservation District, South Tahoe Public Utility District, Southwest Gas and Charter Communications. The TAC has input relative to the design and review of plans relative to the Project. The Project uses a modified Preferred Design Approach that engages all stakeholders to keep the project on schedule and assist in expeditious approvals and finalize permitting.

Political Support

1. Pursuant to the requirements of Section 208 of the Clean Water Act, the TRPA prepared a Water Quality Management Plan (208 Plan) in 1978 for the Lake Tahoe Basin. The 208 Plan identifies erosion, runoff, and disturbance resulting from development such as subdivision roads as primary causes of the decline of Lake Tahoe's water quality. The 208 Plan also mandates that capital improvement projects such as this Project be implemented to bring all County of El Dorado roads into compliance with BMPs by the year 2008.
2. In the early 1980's, the California Regional Water Quality Control Board – Lahontan Region adopted a Basin Plan that also mandated that BMPs be implemented within the Tahoe Basin to protect the water quality of Lake Tahoe and its tributaries.
3. In 1987, the CTC completed a report entitled "A Report on Soil Erosion Control Needs and Project in the Basin" that further identified specific project areas for BMP retrofit.
4. In 1992, TRPA and the County of El Dorado entered into a Memorandum of Understanding (MOU) related to completing various water quality and erosion control

efforts within the County of El Dorado using the Transportation Division’s Maintenance and Operations.

5. In 1997, TRPA developed a Basin-wide EIP that defined various projects in need of BMP/erosion control retrofits.
6. In 2007, Basin plan update and TMDL effort.
7. In 2011, TMDL for Tahoe is adopted
8. In 2011, US Senator Dianne Feinstein, California Governor Edmund G. Brown, Jr., Nevada Governor Brian Sandoval and U.S. EPA Regional Administrator Jared Blumenfeld signed a TMDL roadmap to return the lake to almost 100 feet of clarity within 65 years.
9. In 2012, TRPA Regional Plan Update

Plans Associated with the Project

- ❖ County of El Dorado Stormwater Management Plan/ Pollutant Load Reduction Plan;
- ❖ Lahontan Regional Water Quality Control Board Basin Plan;
- ❖ TRPA Regional Plan;
- ❖ Department of Water Resources (DWR) Urban Water Management Plan;
- ❖ Function Equivalent Storm Water Resource Plan;
- ❖ Integrated Regional Stormwater Management Plan; and
- ❖ County of El Dorado Project Feasibility Report, Design Report, and 65% plans.

Environmental Documents:

CDA-TD completed an Initial Environmental Study/ Environmental Assessment (IES/EA) for the Project. A California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND) was adopted by the El Dorado County Board of Supervisors on April 18, 2017.

The Project includes federal funding sources; therefore must fulfill the requirements of the National Environmental Policy Act (NEPA). The necessary special studies and wetland evaluation work was also completed. The information has been compiled and submitted to the appropriate federal agencies for environmental clearance. CDA-TD anticipates receiving the USFS Decision Memo in May of 2017. Also, the mitigation measures have been outlined in the CEQA documentation and are adequate to mitigate all anticipated impacts to a less than significant level, therefore CDA-TD has requested a Categorical Exclusion with the USFS.

Land Tenure, if applicable:

Adequate site control of publicly owned parcels will be obtained by CDA-TD. Improvements are proposed on publicly owned lands, existing County of El Dorado ROW, and drainage easement areas. CDA-TD is pursuing license agreement(s) with the CTC for work on Conservancy owned parcels. If site control is not obtained on the Conservancy owned parcels, the opportunities for enhancing over 3 acres of SEZ will be eliminated from the project.

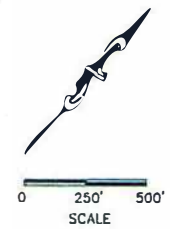
In areas off of Boca Raton in the Meadowvale Drive and Elks Club Drive areas, the CTC owned lands will be used to re-route flows so as not to exceed the capacity of treatment systems, and reduce the total volume of runoff. Other CTC parcels off of Elks Club Drive will be used for stormwater infiltration, conveyance, slope armoring, and revegetation.

¹ El Dorado County – Tahoe Basin: 2009 Pollutant Load Reduction Strategy. Board Order No. R6T-2005-0326; NPDES Permit No. CAG615091; WQID No. 6A099110003. May 2009.

² County of El Dorado, Country Club Heights Erosion Control Project, Project Feasibility Report with December Eristum, December 2016.

LEGEND

- CTC / STATE OF CALIFORNIA
- COUNTY
- CTC / STATE OF CALIFORNIA WITH PROPOSED IMPROVEMENTS
- PARCEL, COUNTY OR CALTRANS RIGHT-OF-WAY
- COUNTRY CLUB HEIGHTS PROJECT BOUNDARY



COUNTY OF EL DORADO
 COMMUNITY DEVELOPMENT AGENCY
 TRANSPORTATION DIVISION

COUNTRY CLUB HEIGHTS
 EROSION CONTROL PROJECT
 CALIFORNIA TAHOE CONSERVANCY
 OWNED PARCELS MAP

FIGURE
B

DATE: 10/2016	PROJECT NO: 95191	BY: ALD
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RESOLUTION NO.

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

**Resolution to Support the Request to the California Tahoe Conservancy for
Planning and Implementation Grant Funding for various
Tahoe Environmental Improvement Program Projects**

WHEREAS, the County of El Dorado (County), through its Community Development Agency, Transportation Division, is seeking implementation grant funding from the California Tahoe Conservancy (CTC) related to the Tahoe Basin Environmental Improvement Program; and,

WHEREAS, the County desires to plan the South Upper Truckee Erosion Control and Elks Club Drive Water Quality Projects and implement the Country Club Heights Erosion Control Project in the Lake Tahoe South Shore area within the CTC Proposition 1 Grant Program (Program); and,

WHEREAS, the CTC requires grant applications to include a resolution by the governing body confirming the applicant's commitment to the project and to operate and maintain the the funded facility for its useful life; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of El Dorado, that the County supports the Program; the County supports the request to the CTC for funding the proposed work in the Tahoe Basin; and, if the County is awarded the subject grant funding, the County will agree to implement the Project in a manner consistent with the Programs' objectives and to operate and maintain the Project over its useful life following completion of construction.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the ____ day of _____, 20__, by the following vote of said Board:

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

Ayes:
Noes:
Absent:

By: _____
Deputy Clerk

Chair, Board of Supervisors



Dan Kikkert <dan.kikkert@edcgov.us>

Re: Corps Consultation Letter - El Dorado County Prop 1 Implementation Grant Proposal

1 message

Prop1 Community Corps <inquiry@prop1communitycorps.org>

Tue, Apr 11, 2017 at 9:12 AM

To: Dan Kikkert <dan.kikkert@edcgov.us>

Cc: "Prop 1@CCC" <prop1@ccc.ca.gov>, Donaldo Palaroan <donaldo.palaroan@edcgov.us>, John Kahling <john.kahling@edcgov.us>, Brendan Ferry <brendan.ferry@edcgov.us>, Russell Wigart <russell.wigart@edcgov.us>

Hello Dan,

Baldeo of the Sacramento Regional Conservation Corps has responded that they are able to assist with the "El Dorado County Country Club Heights Erosion Control Project" if it receives funding. Please include this email with your application as proof that you reached out to the Local Conservation Corps.

Additionally, please feel free to contact Baldeo Singh (bsingh@saccorps.org) directly if your project receives funding.

Thank you,

Dominique

California Association of Local Conservation Corps**Proposition 1 – Water Bond****Consultation Review Document**

Applicant has submitted the required information by email to the Local Conservation Corps (CALCC):

✓Yes (applicant has submitted all necessary information to CALCC)

After consulting with the project applicant, the CALCC has determined the following:

✓It is feasible for CALCC to be used on the project (deemed compliant)

APPLICANT WILL INCLUDE THIS DOCUMENT AS PART OF THE PROJECT APPLICATION.

On Thu, Apr 6, 2017 at 12:10 PM, Dan Kikkert <dan.kikkert@edcgov.us> wrote:

Hello,

Attached is the Corps Consultation Package for the El Dorado County Country Club Heights Erosion Control Project for your review. Please contact me via email with any questions or comments regarding the project.

Thanks,
Dan

Daniel Kikkert, P.E.

Senior Civil Engineer

County of El Dorado

Community Development Agency
Transportation Division, Tahoe Engineering
924 B Emerald Bay Road
South Lake Tahoe, CA 96150
(530) 573-7914 / FAX (530) 541-7049
dan.kikkert@edcgov.us

WARNING: This email and any attachments may contain private, confidential, and privileged material for the sole use of the intended recipient. Any review, copying, or distribution of this email (or any attachments) by other than the intended recipient is strictly prohibited. If you are not the intended recipient, please contact the sender immediately and permanently delete the original and any copies of this email and any attachments.



State Water Resources Control Board

MAR 23 2017

Mr. Dan Kikkert
El Dorado County
Department of Transportation/ Tahoe Engineering Division
924B Emerald Bay Rd.
South Lake Tahoe, CA 96150

SUBJECT: EL DORADO COUNTY (COUNTY), FUNCTIONALLY EQUIVALENT STORM WATER RESOURCE PLAN ACCEPTANCE LETTER

Dear Mr. Kikkert:

Thank you for submitting the County's revised functionally equivalent Storm Water Resource Plan (SWRP) and revised Self-Certification and Checklist to the State Water Resources Control Board (State Water Board), Division of Financial Assistance (Division) on January 1, 2017.

State Water Board staff has completed a review of the revised Self-Certification Checklist and referenced pages provided with the proposed functionally equivalent SWRP. State Water Board staff concurs that the SWRP Self-certification and Checklist demonstrates that the County's functionally equivalent SWRP is consistent with the minimum requirements of the California Water Code Sections 10561-10573 and the State Water Board's SWRP Guidelines. By this concurrence, the County and other eligible entities with projects in the functionally equivalent SWRP are eligible to receive funding from a bond act approved by voters after January 1, 2014 for storm water and dry weather runoff management projects located in the intended boundary as defined in the County's functionally equivalent SWRP.

This review conducted by State Water Board staff was for funding eligibility related to a bond act only. The State Water Board's review of the submitted Self-Certification and Checklist does not include a technical evaluation or analysis of the SWRP or any supporting documents, and no approval of these documents is provided by this letter.

Please do not hesitate to contact Harish Bagha at (916) 341-5716, should you have any additional questions.

Sincerely,

A handwritten signature in blue ink that reads "Leslie S. Laudon".

Leslie S. Laudon, Deputy Director
Division of Financial Assistance

FELICIA MARRIUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov



COMMUNITY DEVELOPMENT AGENCY

TRANSPORTATION DIVISION

<http://www.cdcdgov.us/DOT/>

PLACERVILLE OFFICES:

MAIN OFFICE:

2850 Fairlane Court, Placerville, CA 95667
(530) 621-5900 / (530) 626-0387 Fax

CONSTRUCTION & MAINTENANCE:

2441 Headington Road, Placerville, CA 95667
(530) 642-4909 / (530) 642-0508 Fax

LAKE TAHOE OFFICES:

ENGINEERING:

924 B Emerald Bay Road, South Lake Tahoe, CA 96150
(530) 573-7900 / (530) 541-7049 Fax

MAINTENANCE:

1121 Shakori Drive, South Lake Tahoe, CA 96150
(530) 573-3180 / (530) 577-8402 Fax

California Tahoe Conservancy, Proposition 1 Grant Application Form

Country Club Heights Erosion Control Project

Engineer's Estimate

Item #	Item Description	Unit of Measure	Estimated Quantity	Unit Price (In Figures)	Total Price (In Figures)
1	Mobilization	LS	1	\$30,000.00	\$30,000.00
2	Traffic Control System	LS	1	\$9,440.00	\$9,440.00
3	Temporary Erosion Control	LS	1	\$22,000.00	\$22,000.00
4	Basin	EA	1	\$30,000.00	\$30,000.00
5	Blanket Lined Channel	LF	1100	\$60.00	\$66,000.00
6	Pavement	SF	570	\$13.00	\$7,410.00
7	Pipe	LF	76	\$150.00	\$11,400.00
8	Sediment Trap	EA	4	\$5,000.00	\$20,000.00
9	Flared End Section	EA	1	\$750.00	\$750.00
10	No. 1 Rock Backing	SF	200	\$15.00	\$3,000.00
11	Revegetation	LS	1	\$25,000.00	\$25,000.00
				Total	\$225,000.00

EXHIBIT B

BUDGET DETAIL AND PROJECT SCHEDULE

Project: Country Club Heights Erosion Control Project

Initial Project Budget

Task	Amount
Construction	\$200,000
Plant Establishment	\$25,000
Contingency	\$25,000
Total	\$250,000

The budget may be adjusted between line items up to 10% without Executive Director written approval, but total expenditures under the grant will not exceed \$250,000.

Project Schedule

The schedule below indicates the anticipated completion dates for the major deliverables of the Plan.

Milestone	Estimated Completion Dates
Complete Final Plans, Specs, and Reports	January 2018
Obtain Final Permits	January 2018
Advertise and Bid	April 2018
Award Contract	May 2018
Begin Construction	June 2018
End Construction	August 2018
Monitoring	April 2020

Exhibit C

List of Assurances (For Implementation Grants)

By entering into the foregoing Agreement the Grantee assures and certifies that it will comply with Conservancy regulations, policies, guidelines, conditions, and requirements as they relate to the acceptance and use of Conservancy funds for the Project. Also, the Grantee gives assurance and certifies with respect to the grant that:

1. Grantee 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. Grantee has sufficient funds or commitments for sufficient funds to complete the Project, over and above the portion to be borne by the Conservancy and, when the Project are completed, to assure the effective operation and maintenance of the facility for the purposes of the Conservancy grant.
3. Grantee holds or will obtain sufficient title or interest in the property to enable it to undertake lawful development and construction of the Project. 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 Director of the Conservancy.
4. Grantee will not dispose of or encumber its title or other interests in the site and facilities except as approved in writing by the Executive Director of the Conservancy for consistency with the purposes of this grant.
5. Grantee will permit the Conservancy's Project Coordinator and any other designated representatives to enter onto the Project sites for the purpose of conducting studies, evaluating the progress of the Project or inspecting the Project sites at reasonable times before, during and after the construction phase of the Project.
6. Except as otherwise provided by law, Grantee 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.
7. Grantee ensures that any publications, studies, reports, or brochures which are made possible by or derived in whole or in part from the Project shall acknowledge the assistance of

the Conservancy as follows: "Funding for this project has been provided in part by the California Tahoe Conservancy."

8. Grantee will cause work on the Project 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.

9. Grantee agrees to use licensed professionals to perform services under this Agreement where such services are called for including legal, engineering, architectural and environmental sciences, qualified and licensed in the State of California.

10. Grantee acknowledges that the proper water conservation and efficiency programs for this project are in place and that the activity is consistent with applicable watershed management plans.

11. Grantee shall comply with applicable State laws including but not limited to (1) the Public Contract Code, including the State Contract Act (Sections 10100 et seq., the Local Agency Public Construction Act Sections 20100 et seq.; (2) the payment of workers compensation and prevailing wages (Labor Code Section 1720 et seq., including Sections 1771.5 and 1720.4; (3) building and health and safety code and disabled access law; (4) where appropriate, 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; and (5) the applicable requirements of the California Environmental Quality Act.

12. Grantee shall use the property or improvements for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property or improvements, except as consistent with Division 26.7 of the Public Resources Code (The Water Quality, supply and Infrastructure Improvement Act of 2014) and authorized by the Conservancy. Grantee shall not transfer or sell property or improvements unless the successor entity assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by this agreement or Proposition 1 or if the property is sold or otherwise disposed of, an amount equal to (1) the amount of the grant (2) the fair market value of the property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the Conservancy. If the property or improvements are sold or otherwise disposed of for less than the entire interest funded by the grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the fair market value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the Conservancy.

13. Grantee certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Grantee shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Any individual who has participated in planning or setting priorities for a project funding solicitation or who will participate in any part of the grant development and negotiation process on behalf of the public is ineligible to receive funds or personally benefit from funds awarded through that solicitation.

Failure to comply with conflict of interest laws, including business and financial disclosure provisions may result in the Agreement being declared void or other legal action. Applicable conflict of interest law include, but are not limited to California Government Code Section 1090 and Public Contract Code Sections 10365.5 10410 and 10411.

14. Grantee maintains 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 organization's 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 California State Form STD-21; and
- (d) Requiring that each employee engaged in the performance of the agreement to comply with the certification.

**EXHIBIT D
Request for Disbursement**

**CALIFORNIA TAHOE CONSERVANCY
GRANT PROGRAM INVOICE**

(Reference Instructions on following page - Failure to follow instructions may result in non-payment of invoice)
THIS OFFICIAL INVOICE FORMAT MAY NOT BE MODIFIED

From: _____ **To:** _____
Grantee: Accounts Payable
Address: California Tahoe Conservancy
City, State Zip: 1061 Third Street
Email/phone: South Lake Tahoe, CA 96150
accounts.payable@tahoe.ca.gov

CTC Grant Agreement No: CTA 17 013L
 Purchase Order No: _____
 ① Grantee Invoice No.: 17013-1
 ② Billing Period: _____
 ③ Submittal Date: _____

GRANT FUNDS ONLY						
Line Items	Grant Allotment <small>(per line item of N/A)</small>	④ Previous Expenditures to Date <small>(From previous invoice)</small>	⑤ Current Expenditures <small>Grant Funds Only</small>	⑥ Total Expenditures to Date <small>④ + ⑤ = ⑥</small>	% of Line Item Budget Spent to Date <small>⑥ ÷ Grant Allotment = %</small>	⑦ If Applicable: Match For This Reporting Period Only
Construction	\$200,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Plant Establishment	\$25,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Contingency	\$25,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
		\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
TOTALS	\$250,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00

FOR CTC STAFF
 CTC Initials/Date _____
FOR DGS-CFS STAFF
 Date Received from DWQ _____
 Date to Accounting _____

⑧ Total Amount Due This Invoice

⑨ Final Invoice

10% Withheld (Retention)	
10% of total grant award will be held until final report is submitted, approved, and project is 100% complete.	
CTC Date Stamp	DGS-CFS Date Stamp

GRANTEE SIGNATURE _____

 ⑩ Grantee Project Director or Designated Representative Date

By signing this invoice I certify, under penalty of law, that this document and any attachment was prepared by me or under my direction in accordance with the terms and conditions of each Grant Agreement Exhibit and, to the best of my knowledge and belief, is accurate. I certify that any and all fees due to the California Tahoe Conservancy have been paid. I am aware that there are significant penalties for submitting false or misleading information.

FOR STATE USE ONLY

**EXHIBIT D
Request for Disbursement**

① Grant Manager

Date

I certify this invoice, to the best of my knowledge and belief, is accurate and complete and I approve this invoice payment.

Rev. 2-11-14

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EXHIBIT D
Request for Disbursement

Instructions for Grant Program Invoice

Information pertaining to this Grant program Invoice template is located in Exhibit B of the executed Grant Agreement.

FOR STATE USE ONLY.

Line Item: Line Item listed per Exhibit B - Line Item Budget

Grant Allotment: Amounts allotted to Line Item Budget per Exhibit B of Grant Agreement.

% of Line Item Budget spent to date: Calculation of total expenditures divided by Grant Allotment. Shouldn't exceed 100%

TO BE COMPLETED BY GRANTEE/PROJECT DIRECTOR

- ① **Grant Invoice Number:** Assign a sequential invoice number, for example: 1, 2, 3.
- ② **Billing Period:** Enter Billing Period of work performed. Example for quarterly billing: Jan 1, 2015 to Mar 31, 2015. Example for monthly billing: Jan 1, 2015 to Jan 31, 2015.
- ③ **Date:** Enter the Date invoice is submitted.
- ④ **Previous Expenditures to Date:** From the last invoice, enter line item amounts from "Total Expenditures to Date." If first invoice, enter zero (0).
- ⑤ **Current Expenditures (Grant Funds Only):** Enter the current grant fund charges for this billing period.
- ⑥ **Total Expenditures to Date:** This is calculated by adding the Previous Expenditures and Current Expenditures.
- ⑦ **If Applicable:** Match Amount For This Invoice: COMPLETE ONLY IF MATCH IS INCLUDED IN THE GRANT AGREEMENT BUDGET. Enter the match dollars applied to this invoice billing period.
- ⑧ **Total Amount Due This Invoice:** The amount due is the Total Current Expenditures.
- ⑨ **Final Invoice:** Check this box for final invoice only.
- ⑩ **Grantee Program Director or Designated Representative:** Original signature and date (in ink).

FOR STATE USE ONLY

- ⑪ **Grant Manager:** Original signature and date (in ink).

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 Management Division 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 (CGL) 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. This insurance can consist of a minimum \$1 Million primary layer of CGL and the balance as an excess/umbrella layer, but only if the County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in performance of the contract.
4. In the event Contractor is a licensed professional and is performing professional services under this contract, professional liability is required with a limit of liability of not less than One Million Dollars (\$1,000,000).
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures.

PROOF OF INSURANCE REQUIREMENTS:

1. Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the El Dorado County Risk Management Division, or

be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

2. The County of El Dorado, its officers, officials, employees, and volunteers, and the State of California, California Tahoe Conservancy (CTC) its officers, officials, employees, and volunteers are included as additional insureds, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general liability and excess liability insurance policies. Proof that the County and CTC are named additional insureds shall be made by providing the El Dorado County Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the County and CTC additional insureds.
3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Agreement.
4. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSURANCE NOTIFICATION REQUIREMENTS:

1. Contractor agrees that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the County of El Dorado at the office of the Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate the Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the El Dorado County Risk Management Division.

ADDITIONAL STANDARDS: Certificate shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the El Dorado County Risk Management Division, as essential for protection of the County.

COMMENCEMENT OF PERFORMANCE: Contractor shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH: Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

REPORTING PROVISIONS: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers, or CTC, its officers, officials, employees or volunteers.

PRIMARY COVERAGE: The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against the County of El Dorado or CTC, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

CONTRACTOR'S OBLIGATIONS: Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

GOVERNING PRECEDENCE: To the extent that this Section, "Public Works Construction-General Insurance Requirements," is inconsistent with 7-1.12, "Indemnification and Insurance," of the State of California, Department of Transportation, Caltrans, Standard Specifications, July 2002, this Article shall govern; otherwise each and every provision of such Section 7-1.12 shall be applicable to this Agreement.

PROFESSIONAL SERVICES/CONSULTANT

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile liability insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the Consultant in performance of the contract.
- D. In the event Consultant is a licensed professional, and is performing professional services under this contract, professional liability (for example, malpractice insurance) is required with a limit of liability not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the El Dorado County Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant shall immediately provide a new certificate of insurance as evidence of required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the El Dorado County Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:

- a. The insurer will not cancel the insured's coverage without 30 day prior written notice to the County; and
 - b. The County of El Dorado, its officers, officials, employees, and volunteers, and the State of California, California Tahoe Conservancy (CTC) its officers, officials, employees, and volunteers are included as additional insureds, but only insofar as the operations under this contract are concerned. This provision shall apply to all general and excess liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers or CTC, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado or CTC, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event contractor cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this contract for not less than three years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or

in consultation with the El Dorado County Risk Management Division, as essential for protection of the County.

2. INDEMNITY

PUBLIC WORKS CONSTRUCTION

To the fullest extent allowed by law, the Contractor shall defend, indemnify, and hold the County and the California Tahoe Conservancy (CTC) harmless against and from any and all claims, suits, losses, demands, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County or CTC employees, or damage to property, or any economic consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, CTC, the Contractor, subcontractors or employee of any of these, except active or sole negligence, or willful misconduct of the County, CTC, its officers and employees, where expressly prohibited by statute.

The duty to indemnify and hold harmless the County and CTC specifically includes the duties to defend set forth in Section 2778 of the Civil Code.

The insurance obligations of the Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify, nor should they be construed as modifying or in any way limiting, the insurance obligations set forth in the Contract Documents.

EXHIBIT F

Eligible and Ineligible Costs

In general, only direct costs for items within the scope of the project and the timeframe of the grant agreement are eligible for payment. Indirect Costs will not be reimbursed. Detailed staff costs may be requested prior to reimbursement or during the development of the grant workplan. Grant funds must be spent consistent with General Obligation Bond Law, Government Code section 16727.

Eligible expenses may be incurred by the grantee after Conservancy Board approval. Eligible activities and expenses include, but are not limited to:

Planning Grants

- review of existing data
- site analysis and base mapping
- preliminary project design necessary for environmental documentation
- opportunities and constraints analysis
- environmental review and documentation (including surveys and other environmental assessments)
- project administration
- interagency and public coordination and consultation
- preliminary specifications and cost estimates
- pre-acquisition activities (such as obtaining title reports, appraisals, legal descriptions and initial coordination with the property owners to determine if they are willing sellers. Purchase negotiations and escrow fees are not eligible expenses under planning grants but are covered by acquisition grants.)
- pre-construction monitoring related to the goals of the project
- preparation of permit applications
- other relevant costs approved by Conservancy staff

Implementation Grants

- project management/administration
- preparation of contract documents, including final design plans
- preparation of grant-required documents
- project specifications, engineering, and cost estimates
- preparation and processing of permit applications, including SWPPPs
- preparation of construction bid packages, project bidding, and award
- construction of site improvements
- utility relocation and undergrounding costs consistent with Government Code section 66907.7(d)
- project inspection, evaluation, reporting and monitoring (including compliance monitoring)
- two-thirds of the costs of relocating water or sewer-related infrastructure owned by a publically owned utility for erosion control grant funds in accordance with Government Code section 66907.7(d)
- other relevant costs approved by Conservancy staff

Acquisition Grants

- acquisition of land or interests in land up to the current fair market value of the interest(s) being acquired
- pre-acquisition costs
- escrow, title, and other closing costs
- project administration
- other relevant transactional costs requested in the grant application and approved by Conservancy staff

Monitoring Grants

- monitoring equipment purchase, calibration, installation and removal
- laboratory tests and analysis
- collection and retrieval of monitoring data
- data analysis and evaluation
- preparation of monitoring reports

Ineligible activities and expenses include, but are not limited to:

- all costs incurred before Conservancy Board authorization of grant award
- all costs related to the preparation and submittal of the grant application
- staff time to oversee contracted project management services
- staff time beyond administration of grant products and requirements
- food, refreshments and decorations
- marketing materials
- membership fees and associated costs for attendance at conferences
- ongoing project site operations and maintenance
- travel not expressly identified in the grant budget
- disallowance of per diem and mileage expenditures or at levels above State-authorized per diem amounts. Current rates are available on line in chapter 700 (Travel) of the *California State Administrative Manual*
- funding for a purchase price above the appraised fair market value
- equipment that will be used for purposes that are unrelated to the project
- costs that are not substantially related to the project
- indirect costs

EXHIBIT G

REPORTING AND DATA REQUIREMENTS

SEMI-ANNUAL REPORTING

- Project Name, CTA#
- Date Submitted; Reporting Period; Prepared by
- Invoice Number
- Summary of work completed during reporting period
- Discussion of any challenges or opportunities encountered
- Schedule Assessment (describe extent to which project is on track with the submitted schedule)
- Financial Analysis (describe extent to which the project costs are consistent with the submitted budget)
- Draft products, reports, interim findings, or other relevant data or materials produced
- Production Summary Table:

Product	Scheduled delivery date	Actual delivery date	Amount expended this period	Total amt. expended to date	% of total budget expended to date	Percent of task complete	Status
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FINAL REPORTING: ALL GRANTS

- Project Name, CTA#
- Date Submitted; Prepared by
- Brief summary of the objectives of the project and how these objectives were accomplished
- Findings, conclusions, data or recommendations for follow-up or ongoing activities
- Financial Analysis (Final project costs for all funding sources; e.g., identify cost overruns compared to the approved budget, any cost savings, unused funding to be returned, etc.)
- Statement, if applicable, of future intent of public and/or private support to maintain or further develop the project, including proposed submittal dates for future funding
- Media coverage, as well as all promotional and educational materials produced
- Workplan work products and data, including public and agency meeting summaries (electronic)

FINAL REPORTING: IMPLEMENTATION GRANTS

- Project Name, CTA#
- Date Submitted; Prepared by
- Recorded Notice of Completion
- As-Built or Record drawings
- First year and second year post construction monitoring reports. These reports include photographs (prints and electronic data) of the completed project, with labels or annotations showing dates of photographs and briefly describing the subject of each picture.
- If applicable, water quality monitoring data and an analysis of the significance of this data in regard to the effectiveness of the site improvements in improving water quality.

FINAL REPORTING: MONITORING GRANTS

- Project Name, CTA#:
- Date Submitted; Prepared by
- Workplan work products, including public and agency meeting summaries (electronic)
- Reports to include data collected and obtained, maps and photographs of the areas studied, interpretation of the data relevant to the project goals and objectives, and recommendations for further study and utilization of the data and results.

METADATA STANDARD

The standard for GIS metadata in the State of California will adhere to the Federal Geographic Data Committee (FGDC) Standard. Organizations are free to develop, edit and enhance their organizational metadata based on the full FGDC standard, but as a minimum, the California Minimum Metadata Data Standard will provide organizations that ability to comply and document GIS data with the elements outlined below.

The FGDC Standard and the California Minimum Metadata Standard will apply to all authoritative and finalized GIS data products – to include both Raster and Vector data formats.

Abstract: Briefly describe what the dataset is about (who, what, where, when). Include any limitations of the dataset, assumptions made, and if there is anything special that the user of these data should be aware of.

Name: Uniquely identifies the dataset

Purpose: Briefly describe why the dataset was created.

Date: The date or range of dates when the data were gathered, or the date the photos, maps or other items at the core of the data set, were created.

Contact: Contact information for an individual or organization that is knowledgeable about the data set. Include:

Organization's Name: Program, administrative unit, and agency, company, or group name
Telephone Number: Including Area Code
E-Mail address: (Generic email address)

Field Definitions: List and define each field,

Abbreviation Definitions: For any field that contains numeric or alphabetic codes (e.g., SAC = Sacramento County), list each code/abbreviation and provide an unabbreviated definition.

Access/Use Constraints: Is there a need to limit who has access to see or read this dataset? If so, specify. If not, put "None". Also include how the data should be cited, if you want something specific.

Distribution: Define distribution constraints. Also designate the location of the data. If the data is distributed as a web service or end point, provide the url or link to the service

Progress: Complete or Incomplete.

Update Frequency: Possible values are: Continually, Daily, Weekly, Monthly, Annually, Unknown, As Needed, Irregular, None Planned, or

Projection: What is the Projected Coordinate System name?
Please define the complete projection information for your data here

Datum Which Datum is the projection in?
NAD83 (GCS_North_American_1983) (preferred)
NAD27 (GCS_North_American_1927)
WGS84 (WGS_1984)

ISO Topic Category and Category Code:

Farming	001
Biota	002
Boundaries	003
Climatology/ Meteorology/ Atmosphere	004
Economy	005
Elevation	006
Environment	007
Geoscientific Information	008
Health	009
Imagery/BaseMaps/ EarthCover	010
Intelligence/Military	011
Inland Waters	012
Location	013
Oceans	014
Planning / Cadastre	015
Society	016
Structure	017
Transportation	018
Utilities / Communication	019

Keywords: keyword tags that define the data. Example: Forest Cover – trees, canopy, woodland, coniferous, etc.

Exhibit H

SIGN GUIDELINES Proposition 1

Authority:

All projects funded by “The Water Quality, Supply, and Infrastructure Improvement Fund of 2014” (2014 Water Bond Act) must include a posted sign acknowledging the source of funds following guidelines developed by the Resources Agency.

Reference Section PRC 5096.309; Water Code Section 79700.

Purpose:

To Inform the public that the 2014 Water Bond Act 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 2014 Water Bond Act statewide. The logo is on a template available through the internet at:

<http://www.tahoe.ca.gov/wp-content/uploads/2014/05/Proposition-1-Grant-Guidelines-2015.pdf>

Tier I and Tier II:

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

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

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

(Archeological 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' x 2'. There is no maximum size. Exceptions are permitted in the case of trails, historical sites, and other areas where these dimensions may not be appreciated. The logo must be posted no later than the 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:

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

(Description of Project)

**Another project to improve
California's water quality, supply, and infrastructure**

**Funded by Proposition 1
The Water Bond Act of 2014**

Edmund G. Brown, Jr., 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 Project)

**Another project to improve
California's water quality, supply, and infrastructure**

**Funded by Proposition 1
The Water Bond Act of 2014**

Director of State Department

John Laird, Secretary for Natural Resources Agency

Edmund G. Brown, Jr., Governor

The name of the director of the local 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 materials 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 paint used, mounting specifications, etc.

Sign Duration:

The goal is to have project signs in the 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 project signs.

Sign Cost:

The cost of the sign(s) is an eligible project cost. Application should consider potential replacement 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 historical monuments and buildings), the project officer/grants administrator in consultation with the applicant may authorize a sign that is tasteful and appropriate to the project in question. Alternate signage must be immediately recognized as a 2014 Water Bond Act 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.