

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER

**CTA 17 019L**

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 **05/01/2020**

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	13 page(s)
Exhibit A – Conservancy Staff Recommendation and Resolution	8 page(s)
Exhibit A-1 – Grant Application Package	30 page(s)
Exhibit B – Budget Detail and Project Schedule	1 page(s)
Exhibit C – List of Assurances	2 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)
* Conservancy Proposition 1 Grant Guidelines	16 page (s)

**ATTEST: James S. Mitrisin**  
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>

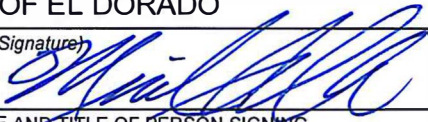
**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**GRANTEE**

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)

**1/30/2017**

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**

*California Department of General Services Use Only*

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 El Dorado County.

### 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, grants to El Dorado County (hereinafter "Grantee"), a sum not to exceed **Two hundred fifty thousand Dollars (\$250,000)**, subject to the terms and conditions set forth below.

These funds shall be used for the planning the Country Club Heights Erosion Control Project-Phase 3, (hereinafter "the Project Planning"), as further described in the Conservancy staff recommendation of the same date as the above resolution and attached hereto as **Exhibit A**.

The Grantee hereby agrees to complete the project planning in accordance with:

- (i) the terms and conditions of this Agreement;
- (ii) the Budget Detail and Project Schedule as set forth in **Exhibit B**; and
- (iii) the Workplan approved by the Executive Director of the Conservancy ("the Executive Director") pursuant to the paragraph entitled "Workplan" below.

The Grantee shall at all times exercise responsibility over the design and implementation of the planning tasks.

### 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 Proposition 1 Guidelines, the Grant Application Package, the Conservancy Staff Recommendation and Resolution dated September 21, 2017;
- (b) Exhibit B, the Budget Detail and Project Schedule;
- (c) Exhibit C, the Grantee's List of Assurances;
- (d) Exhibit D, Request for Disbursement Form;
- (e) Exhibit E, Mandatory Insurance Provision;
- (f) Exhibit F, Eligible and Ineligible Costs; and
- (g) Exhibit G, Reporting and Data Requirements.

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 body

of the Agreement; (5) the List of Assurances; (6) the Grant Application Package; (7) the Workplan approved by the Executive Director; (8) the Budget Detail and Project Schedule; (9) the Eligible and Ineligible Costs; (10) the Reporting and Data Requirements; (11) the Mandatory Insurance Provision; and (12) the model Request for Disbursement Form.

### 3. Workplan

Within the time periods shown in the Project Schedule in **Exhibit B**, and prior to commencement of the work and disbursement of funds, the Grantee shall submit a detailed Workplan ("the Workplan") to the Executive Director or his designee for review and written approval as to its consistency with the terms of this agreement. Said approval shall (a) be by way of a written determination that said items are consistent with this agreement, and (b) shall be a precondition of Grantee's entering into agreements with contractors/consultants or undertaking work where no contractors/consultants are to be hired. The Workplan shall include:

- a. The specific tasks to be performed and products to be produced including but not limited to such items as topographic site maps, hydrologic studies, draft construction plans, environmental documents, consultation with permitting and funding agencies, design alternatives, land acquisition activities (including landowner contacts, legal descriptions, maps, title reports and appraisals), line item construction cost estimates, project monitoring plans (pre- and post-construction), permits, budgets, schedules and grant applications for project construction funding;
- b. A schedule for the project, specifically listing the completion date for each product and a final project completion date; and
- c. A detailed project budget. The project budget shall describe all labor and materials costs to be incurred to complete each component of the project. For each project component, the project budget shall list all intended funding sources including the Conservancy's grant, and all other sources of funds, materials, or labor, if any.

The Workplan shall have the same effect as if included in the text of this agreement. However, the Workplan may be modified without amendment of this agreement upon the Grantee's submission of a modified Workplan and the Executive Director's written approval. If this agreement and the Workplan are inconsistent, the agreement shall control.

The grantee shall carry out the project in accordance with the approved Workplan.

### 4. Other Contractors

Grantee's scope of work for consultant service contracts should be submitted to the Conservancy's Project Coordinator for review and comment prior to the Grantee's negotiation

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

#### 5. Publicity and Acknowledgment

The Grantee agrees that it will acknowledge the Conservancy's support whenever projects funded, in whole or in part, by this agreement are publicized in any news media, brochures, articles, seminars, or other type of promotional material.

Grantees 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.  
<https://catalog.data.gov/dataset/california-environmental-information-catalog>

#### 6. Copies of Data, Plans and Specifications, Reports

The Conservancy shall be provided with copies of all data, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, and recommendations of every description or any part thereof, prepared under this agreement.

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 reporting on the State of California Bond Accountability internet web site and the California Environmental Data Exchange Network.

Annually, Grantee shall report on the project to the Environmental Improvement Program (EIP) Project Tracker database. (<https://eip.laketahoeinfo.org/>) This reporting shall include, at a minimum, expenditure of state funds awarded through this grant agreement and the multiple EIP Performance measures this multi-benefit project accomplished or expects to accomplish through the expenditures. Reporting shall be done during the annual update time frame requested by the Tahoe Regional Planning Agency (TRPA). Failure to report annually may result in the withholding of reimbursement requests until reporting has been completed and accepted by TRPA.

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. For each layer of metadata, it is required that it explains each field/column in the associated data table and how to appropriately use the data within. A key is also required that defines each of the unique data values in those fields/columns. 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 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.

#### 7. Conditions Precedent to Commencement of Project and/or Disbursement of Funds

In addition to any other conditions contained hereinabove, Grantee shall not commence the Project and the Conservancy shall not be obligated to disburse any funds under this agreement unless and until the following conditions precedent have been met:

- a. A resolution or other similar action has been taken by the City Council/Board of Supervisors/Board of Directors/etc. of the Grantee authorizing the execution of this agreement and approving its terms and conditions.
- b. The Executive Director has approved in writing:
  - i. the Workplan for the Project; and
  - ii. that Grantee has complied with the requirements set forth in the paragraph entitled "Insurance", Section 14 below.

#### 8. Project Completion

The Grantee shall complete the project(s) by the completion date provided in the section entitled "TERM OF AGREEMENT". Upon completion of the Project(s), the Grantee shall supply the Conservancy with evidence of completion by submitting: (1) the Workplan and any other work products specified in the Workplan for the Project; (2) the Final Report; and (3) a fully executed final "Request for Disbursement" form. Within thirty (30) days of Grantee's compliance with this paragraph, the Conservancy shall determine whether a project has been



satisfactorily completed. If the Conservancy determines that a project has been satisfactorily completed, the Conservancy shall issue to the Grantee a Letter of Acceptance of the project. The project shall be deemed complete as of the date of the Letter of Acceptance.

#### 9. Progress Reports and Final Report

Progress reports shall be submitted semi-annually (April and October) as described in **Exhibit G**.

Each progress report shall include, but not be limited to:

- a. a summary of work completed during reporting period;
- b. draft products, reports or interim findings, including a statement of tasks or milestones and a report of the status on each, including public and agency meetings and the results of such meetings;
- c. a discussion of any challenges or opportunities encountered in accomplishing the scope of work;
- d. an assessment of the progress as compared to the timeline in the Project Schedule;
- e. a narrative financial report comparing costs to date and the approved scope of work and budget. This report should state whether or not the project is progressing within the approved project budget, including an explanation of any potential deviations; and
- f. copies of any other relevant materials produced under the terms of this agreement.

The Grantee shall submit a Final Report as defined in the Workplan on or before the completion date listed in the Project Schedule as described in **Exhibit G**.

The Final Report shall include but not be limited to:

- a. A brief summary of the objectives of the project and how these objectives were accomplished;
- b. A discussion of how the grant funds were used and any fiscal contributions from other sources;
- c. Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from successful completion of the project;

- d. A 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;
- e. Copies of all news articles and any other media coverage, as well as all promotional and educational materials produced as a result of this agreement; and
- f. The work products identified in the Workplan, including summaries of the public and agency meetings conducted for the project.

A request for final payment should be submitted in conjunction with, but not as a portion of, the Final Report.

#### 10. 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 Project Budget submitted with the Workplan approved by the Conservancy. The dollar amount of an item in a Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the Executive Director or his designee; however, the Grantee shall notify the Conservancy in writing at the time of making any such reallocation, and shall identify both the item(s) being increased and those being decreased. Any increase of more than ten percent (10%) in the amount of an item must be approved in writing by the Executive Director or his designee. The total amount of the grant may not be increased except by formal amendment of this Agreement. Upon written approval of the Executive Director of the Conservancy, project funds may be reallocated between individual tasks.

#### 11. Costs and Disbursements

Upon determination by the Conservancy that all "CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT OF FUNDS" have been fully met, the Conservancy shall disburse to the Grantee, in accordance with the approved Project Budget, a total amount not to exceed the amount of this grant, as follows:

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 substantial completion of the Project, the amount 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

Disbursement substantially in the form of **Exhibit D**; and (2) final approval of the completed Project by the Conservancy's designated representative(s).

Upon Conservancy approval of the Workplan, Grantee may request an advance of up to 50% of the amount set forth in the Project Budget. To request an advance, the Grantee shall submit: (1) a letter stating the amount of the advance requested signed by a person authorized by the Grantee to request an advance, and (2) a copy of the approved budget for the project.

After an advance:

(a) The Grantee shall submit reports at least semi-annually (April, October) 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 all work products to the Conservancy's project manager or his or her designee for written comments and authorization to proceed to the next stage of planning.

If Grantee receives an advance of grant funds, additional grant funds 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, these funds shall be returned by Grantee to the Conservancy on or before the date for completion of the project.

The Grantee shall request disbursement, by filing with the Conservancy fully executed "Request for Disbursement" forms which contain:

- the invoice number;
- Grantee's name and address;
- the number of the Agreement (e.g., CTA-17 019L);
- 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 receipts; and
- the signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.



Additionally, each form shall be accompanied by:

- any supporting invoices or other source documents from contractors hired by the Grantee to complete any portion of the Project(s) funded under this Agreement; and
- documentation of the completion of the portion of the Project for which disbursement of grant funds is requested (such as design drawings, specifications, hydrologic calculations, site survey, or inspection notes, etc.).

Failure to submit a completed Request for Disbursement form, with all necessary supporting documents, shall relieve the Conservancy of any obligation to disburse funds to the Grantee until such time as the deficiencies are corrected.

Conservancy will make best efforts to forward each completed and approved Request for Disbursement form to the State Department of General Services or to the Office of the State Controller, as the case may be, within ten (10) working days of receipt by the Conservancy.

The final invoice must be submitted on or before **May 20, 2020**.

## 12. Term of Agreement; Completion Date; Project Schedule

This Agreement shall take effect upon the Conservancy's receipt of one or more original completed copies signed by the authorized representatives of both parties and the Conservancy's Budget Officer, together with a certified copy of Grantee's resolution authorizing Grantee's execution of this Agreement. The term of the Agreement shall run from **September 21, 2017 through May 1, 2020** (the termination date") unless, otherwise terminated or amended as provided herein.

All work shall be completed by the completion date(s) shown in the Project Schedule ("the Completion date"). The Grantee agrees to submit all work products identified in the Workplan(s) by the date set forth in the project schedule for each individual project by the Completion Date(s). For good cause shown, the Completion Date, as well as any other dates set forth in the Project Schedule, may be extended by the Executive Director upon written request by the Grantee. Such extension shall not be unreasonably denied.

Prior to completion of a project, for any discrete component of a project, either party may indicate its intent to terminate its obligations under this Agreement with respect to that component, for any reason, by providing the other party with sixty (60) days' notice in writing.

In the event of termination by the Conservancy, the Grantee agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (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 complete the work in accordance with this Agreement, or fails to fulfill another material term or obligation of this Agreement, Grantee shall repay to the Conservancy all amounts disbursed by the Conservancy hereunder. 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 an individual Project or the Projects, as the case may be, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

This paragraph shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

### 13. Liability

The Grantee shall be responsible for, indemnify, and save harmless the Conservancy, its Director(s), agent(s), and employee(s) 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, except for active negligence of the Conservancy, its Director(s), agent(s), or employee(s). The duty of the Grantee to indemnify and save harmless includes the duty to defend as set forth in Civil Code Section 2778.

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 Director(s), agent(s) or employee(s), 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.

### 14. Insurance

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies or political subdivisions of the State of

California for implementation of the Project(s) or a portion thereof, such agreement(s) shall include a mandatory insurance provision substantially in the form of **Exhibit E** attached hereto. In addition, Grantee shall make reasonable efforts to assure that Conservancy, and its Director(s), member(s), and employee(s), are included as additional insured under the insurance required by **Exhibit E**, and that a copy of the endorsements or certificate naming them as additional insured is furnished to the Conservancy as soon as practical. In the event the contractor or third party is unable to name the Conservancy as an additional named insured, the Grantee shall so notify the Conservancy. Within five (5) working days thereafter the Conservancy should notify the Grantee whether the Grantee shall proceed with the Project(s) or portion thereof absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the Conservancy and the State of California, and their member(s), Director(s) and employee(s), or any of them, for payment of any premiums or assessments under such insurance. Conservancy shall also be provided with notice of any proposed cancellation of insurance.

#### 15. Audits/Accounting/Records

The Grantee shall establish an official file for the Project. 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, as approved by the Conservancy. The Grantee shall promptly report to the Conservancy the application for or the receipt of any new funds from other funding sources.

The grantee shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including State funds, interest earned, and any matching funds by the Grantee and the total cost of the Project(s). The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

All Grantee records relevant to the project must be preserved a minimum of three (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. 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.

#### 16. 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 disability, medical condition, marital status, age, or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

#### 17. Independent Status of Grantee and Grantor

The Grantee, its agent(s), and employee(s), and the Grantor, its agent(s), and employee(s), in the performance of this Agreement, shall act in an independent capacity and not as Directors or employees or agents of the respective parties.

#### 18. Assignability

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

## 19. Time of the Essence

Time is of the essence as to the date upon which Grantee has agreed to complete the Project. With respect to all other dates set forth herein, Grantee shall use best efforts to accomplish the tasks on the specified date.

## 20. Amendment

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.

## 21. Project Coordinator(s)

Jen Greenberg, (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 Executive Director, Public Works Director, Chief Engineer, or Project Engineer, as the case may be or his or her successor, or other designee.

## 22. Conservancy Approvals

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

## 23. Grantee Approvals

All actions and approvals, required to be taken by the Grantee under this Agreement, may be taken by the Grantee's Executive Director, Public Works Director, Chief Engineer, or Project Engineer, as the case may be or his or her successor, or other designee.

## 24. Resolution

The signature of the Executive Director or other authorized Conservancy official on this Agreement certifies that at its September 21, 2017, the Conservancy approved a grant of **Two hundred fifty thousand Dollars (\$250,000.00)** to the Grantee for the planning of the Project described in the attached Conservancy Staff Recommendation (**Exhibit A**).

## 25. 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.

26. Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other shall be thereby affected or impaired.

27. Entire Agreement

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



**EXHIBIT A**  
**ATTACHMENT 3.8a**

**COUNTRY CLUB HEIGHTS EROSION CONTROL PROJECT-PHASE 3**

**Grant Type:** Planning

**Applicant:** El Dorado County

**Recommended Funding:** \$250,000 (Attachment 3.8b)

**Location:** The Country Club Heights Erosion Control Project-Phase 3 (Project) is located in El Dorado County within the Lake Tahoe Basin. The boundary of the Project's planning area is roughly Elks Club Drive to the south, Waverly Drive to the east, U.S. Highway 50 to the west, and the Upper Truckee River to the north (Attachment 3.8c).

---

**Overview**

**Description of Recommended Action**

Staff recommends the Board authorize a grant to El Dorado County for planning and preliminary design of the Project. The recommended planning grant will support preconstruction monitoring, a feasibility report with preliminary designs, and environmental documents. El Dorado County will investigate the feasibility of the Project, which has the potential to provide multiple environmental benefits and public access enhancements.

Project opportunities include removal of asphalt and fill in the floodplain of the Upper Truckee River (UTR), and storm water improvements for areas that discharge directly to the UTR. The Project planning area includes a deteriorating section of Waverly Drive that El Dorado County may remove for additional water quality benefits. El Dorado County will also explore options to enhance public access to the UTR through parking and trail improvements.

Preconstruction monitoring will assist El Dorado County in identifying the sources of pollution, which will inform the Project design. Planning activities will result in feasible alternatives that address the potential storm water quality, stream environment zone (SEZ) restoration, and recreation benefits in the Project planning area.

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

### **History**

In 2016, El Dorado County planned the Country Club Heights Erosion Control Project to address storm water within the subdivision and restoration opportunities on Conservancy meadows. This original planning effort did not evaluate restoration of the Elks Club property due to funding limitations. El Dorado County is now moving forward with construction of the initial project, and they anticipate completing the Phase 1 and 2 elements together in the summer of 2018.

El Dorado County is requesting planning funds to explore a third project phase (the Project), which would include additional work around the Elks Club site. The significant winter precipitation in early 2017 emphasized the water quality problems in this area and the need to address resource and drainage problems. In addition, there is significant potential to attain multiple resource benefits at this site. Phase 3 will add to the environmental gains of the first two phases, while also tying into other UTR watershed restoration efforts.

The Project planning area primarily consists of areas with extensive impervious coverage and fill within an SEZ, including the Conservancy's Elks Club property. Past development of the Elks Club property caused extensive disturbance to the UTR floodplain, resulting in a dried and elevated surface that no longer functions as valuable habitat. There is also a long history of water quality problems and poor drainage in this area due to the various disruptions to natural flow paths from Elks Club Drive. Storm water generated in the adjacent neighborhood flows to the UTR with limited treatment of pollutants.

The Conservancy and its partners are pursuing a comprehensive restoration of the UTR, which is the largest watershed contributor of fine sediment to Lake Tahoe. UTR restoration efforts focus on the reestablishment of properly functioning river channels and floodplains, which will in turn benefit ecosystems and water quality. The Project will complement these other watershed efforts, and El Dorado County will coordinate the Project with the UTR watershed advisory group.

El Dorado County staff plan their environmental improvement projects with active agency and stakeholder participation. A public input process will assist El Dorado County in determining potential Project restoration and public access elements.

**Financing**

**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.

<b>Budget Category</b>	<b>Funding Requested</b>
Pre-Construction Monitoring	\$125,000
Feasibility Report/Preliminary Design 30 percent	\$50,000
Environmental Documents	\$75,000
<b>Total</b>	<b>\$250,000</b>

**Proposed Project Schedule**

Upon execution of the planning grant, Conservancy staff will work with El Dorado County staff on the workplan. The workplan will specifically list the deliverables supported by the grant.

<b>Milestone/Budget Category</b>	<b>Estimated Completion Dates</b>
Feasibility Report/Preliminary Design	May 2018
Environmental Documents	November 2018
Pre-Construction Monitoring/Preliminary Design	May 2019

**Authority**

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

The recommended action to award grant funding for this 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 the preliminary design and pre-construction monitoring 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**

Pursuant to California Environmental Quality Act (CEQA) Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), certain classes of activities are statutorily exempt from CEQA or are exempt because they have been determined by the Secretary of the California Natural Resources Agency to have no significant effect on the environment. Staff has evaluated the proposed planning activities and found them to be exempt under CEQA. These activities qualify for a statutory exemption under CEQA Guidelines section 15262 (Feasibility and Planning Studies). A notice of exemption (NOE) has been prepared for the activities (Attachment 3.8d). If the Board approves the planning grant, staff will file the NOE with the State Clearinghouse pursuant to CEQA Guidelines section 15062.

### **List of Attachments**

Attachment 3.8b – Resolution 17-09-02.8

Attachment 3.8c – Project Map

Attachment 3.8d – Notice of Exemption, Exhibit A

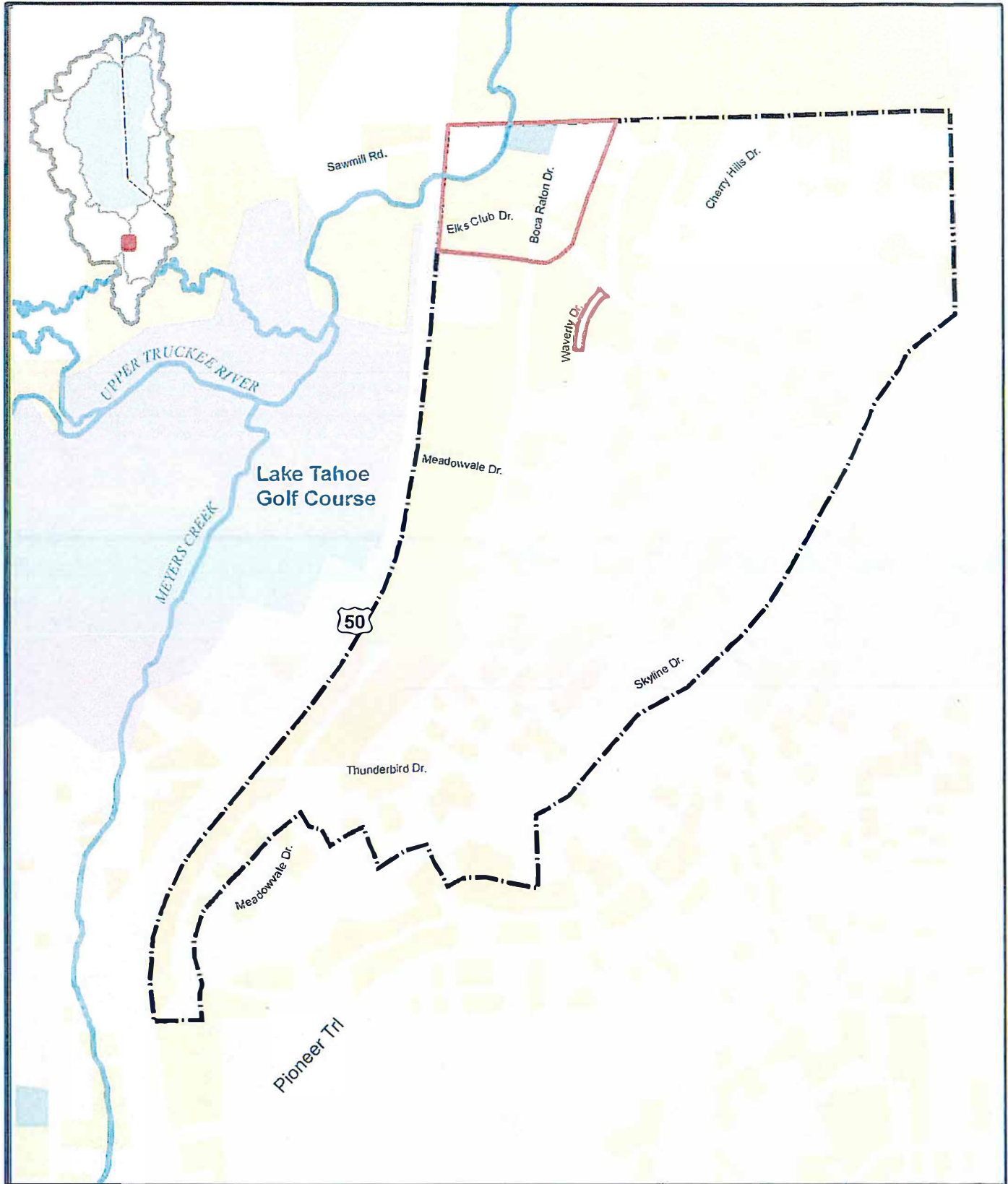
### **Conservancy Staff Contact**

Mark Sedlock

[mark.sedlock@tahoe.ca.gov](mailto:mark.sedlock@tahoe.ca.gov)



**EXHIBIT A**  
**Project Map**  
**Country Club Heights Erosion Control Project - Phase 3**

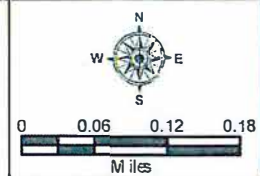


**Proposed Items**

- Project Area
- Country Club Heights Erosion Control Project Area

**Relevant Ownership**

- |  |  |
|--|--|
| <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> California Tahoe Conservancy                 | <span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> El Dorado County    |
| <span style="background-color: lightpurple; border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> California Dept of Parks and Recreation | <span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 15px; height: 10px; margin-right: 5px;"></span> U.S. Forest Service |



Sources:  
TRPA, El Dorado County

California  
Tahoe Conservancy



September 2017

\*Map for reference purposes only.

**ATTACHMENT 3.8b**

California Tahoe Conservancy  
Resolution  
17-09-02.8  
Adopted: September 21, 2017

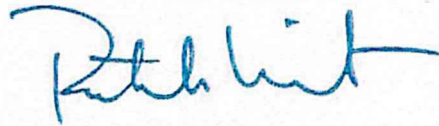
**COUNTRY CLUB HEIGHTS EROSION CONTROL PROJECT-PHASE 3**

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 planning grant to El Dorado County for up to \$250,000 for the Country Club Heights Erosion Control Project-Phase 3 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 21<sup>st</sup> day of September, 2017.

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

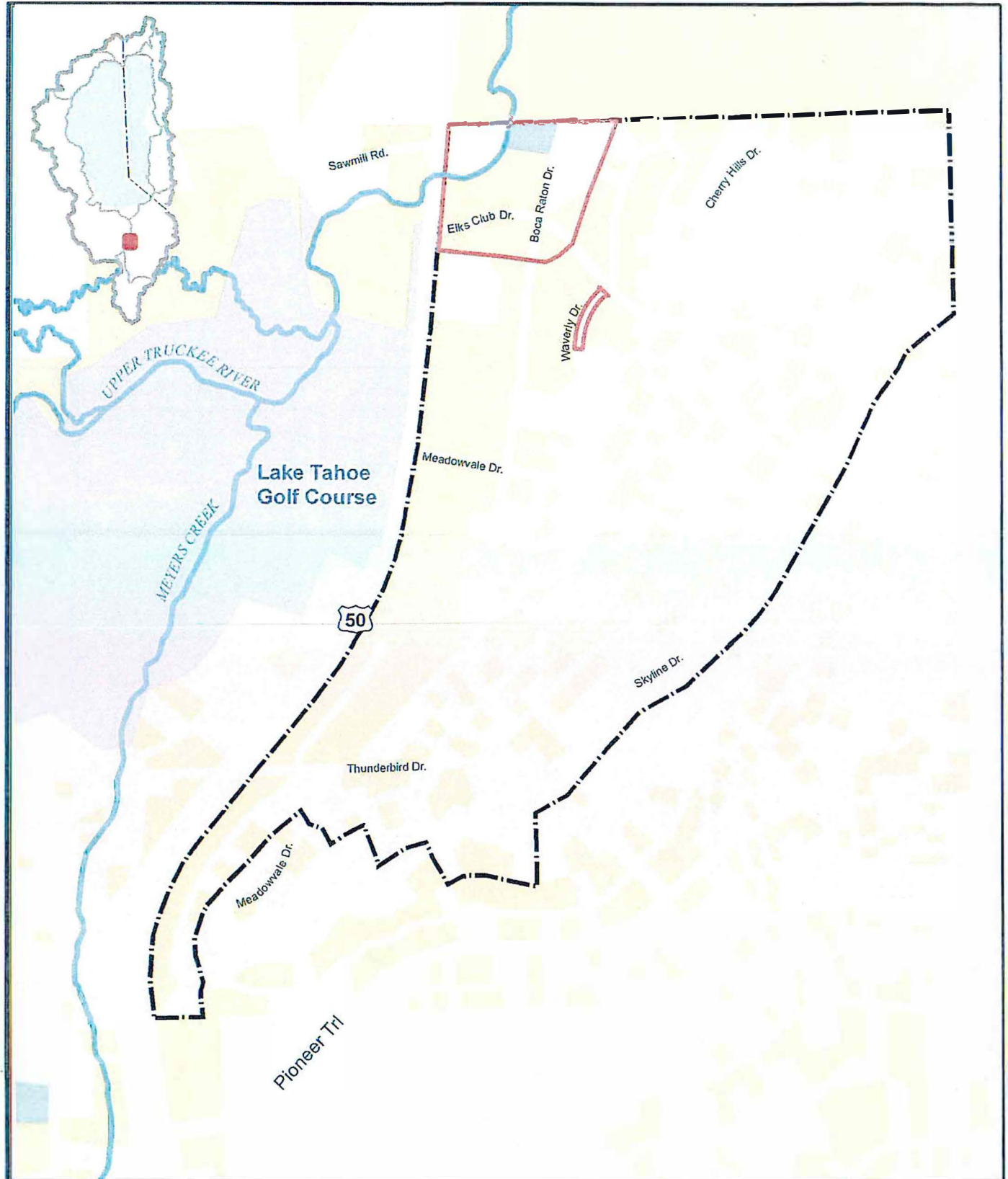


---

Patrick Wright  
Executive Director



**ATTACHMENT 3.8c**  
**Project Map**  
**Country Club Heights Erosion Control Project - Phase 3**

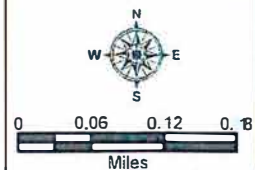


**Proposed Items**

 Project Area     Country Club Heights Erosion Control 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 3.8d**  
**NOTICE OF EXEMPTION**

2017098431

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

---

***Project Title:***

Country Club Heights Erosion Control Project-Phase 3 Planning Grant Authorization

---

***Project Location – Specific:***

The Country Club Heights Erosion Control Project-Phase 3 planning area is bordered by Elks Club Drive to the south, Waverly Drive to the east, U.S. Highway 50 to the west, and the Upper Truckee River to the north as shown on the attached map (Exhibit A).

---

***Project Location – City:***

Unincorporated lands in the Lake Tahoe Basin-portion of El Dorado County on the south shore of Lake Tahoe.

---

***Description of Nature, Purpose and Beneficiaries of Project:***

Authorization of a grant for planning and preliminary design for storm water improvements, stream environment zone restoration, and recreation benefits in the Country Club Heights neighborhood.

---

***Name of Public Agency Approving Project:***

California Tahoe Conservancy (Conservancy Board meeting of September 21, 2017, Agenda Item 8.a.)

---

***Name of Person or Agency Carrying Out Project:***

El Dorado County

---

***Exempt Status:***

- Ministerial (§ 15073)
- Declared Emergency (§ 15071 (a))
- Emergency Project (§§ 15071 (b) and (c))
- Statutory Exemption, § 15262 "Planning and Feasibility Studies"

---

***Reasons Why Project is Exempt:***

Action involves planning and feasibility studies for forest and watershed restoration.

---

***Contact Person***

Mark Sedlock

***Area Code Telephone***

(530) 543-6048

---

***Date Received for Filing:***

Governor's Office of Planning & Research

SEP 20 2017

STATE CLEARINGHOUSE

  
\_\_\_\_\_  
Patrick Wright  
Executive Director

EXHIBIT A-1

Print Form

CALIFORNIA TAHOE CONSERVANCY  
PROPOSITION 1 GRANT APPLICATION FORM

Project Name:

Country Club Heights Erosion Control Project - Phase 3 (Elks Club Drive)

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:

TRPA SEZ Mitigation Fund Balance Request (Future Date)

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:

This project is included within the Country Club Heights Erosion Control Project area.

**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.

Planning work will be completed prior to May 1, 2020. Once complete County will pursue funding to construct.

**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.*

<b>EXAMPLE Budget Categories /Activities</b>	<b>Conservancy Request "A"</b>	<b>Cost Share (secured) "B"</b>	<b>Unfunded Amount "C"</b>	<b>Total Project Cost A+B+C</b>
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				
<b>TOTAL</b>				

**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.

Will be completed as part of Planning grant.

**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).

Once Environmental clearance is received, El Dorado County anticipates submitting a special use application to the California Tahoe Conservancy (CTC).

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.

Once Environmental clearance is received, El Dorado County anticipates submitting a special use application to the California Tahoe Conservancy (CTC).

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

A part of Project County will explore removal of a portion of existing parking lot and fill on Conservancy parcel, in the flood plain, in order to 1) restore the area and 2) spread stormwater runoff from Elks Club Drive.

**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

## **CORPS CONSULTATION PROCESS FOR IMPLEMENTATION and MONITORING GRANTS**

Consistent with the requirements of Proposition 1, applicants for Conservancy Proposition 1 implementation and monitoring grants must consult with representatives of the CCC and California Association of Local Conservation Corps (CALCC, the entity representing the certified community conservation corps), collectively “the Corps,” to determine the feasibility of the Corps’ participation in the project through the process described below. Examples of work that the Corps may be able to perform may be found at: <http://www.ccc.ca.gov/work/programs/prop1/Pages/default.aspx>.

Step 1: By April 7, 2017, applicants for all implementation and monitoring grants must submit the Corps Consultation Review Form via email concurrently to both the CCC and CALCC representatives:

California Conservation Corps representative:

Name: CCC Prop 1 Coordinator Email: [Prop1@ccc.ca.gov](mailto:Prop1@ccc.ca.gov)

Phone: (916) 341-3100

California Association of Local Conservation Corps representative:

Name: Crystal Muhlenkamp Email: [inquiry@prop1communitycorps.org](mailto:inquiry@prop1communitycorps.org)

Phone: 916-426-9170 ext. 0

Step 2: The CCC and CALCC representatives will review the submitted information, contact the applicant and the Conservancy if necessary, and provide applicants with a completed *Corps Consultation Review Form*. Through this process, the Corps will inform applicants either that:

- (1) It is NOT feasible for CCC and/or certified community conservation corps services to be used on the project; or
- (2) It is feasible for the CCC and/or certified community conservation corps services to be used on the project and identifying the aspects of the project that can be accomplished with Corps services.

Step 3: By April 28, 2017, applicants must submit a complete Proposition 1 application to the Conservancy, including the completed *Corps Consultation Review Form* if project is not exempt.

Step 4: The Conservancy reviews grant applications consistent with the process described in the Proposition 1 Grant Guidelines, and prepares recommendations for Board approval in March 2016.

Step 5: Successful grant applicants for projects using CCC or CALCC services must 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 the Grant Agreement.

**California Conservation Corps and Certified Community Conservation Corps  
Proposition 1 - Water Bond  
Corps Consultation Review Form**

Unless an exempted project, this Corps Consultation Review Document must be completed by California Conservation Corps and Community Conservation Corps staff and accompany applications for projects or grants seeking funds through Proposition 1, Chapter 6, Protecting Rivers, Lakes, Streams, Coastal Waters and Watersheds. Non-exempt applications that do not include this document demonstrating that the Corps have been consulted will be deemed "noncompliant" and will not be considered for funding.

**To be completed by Applicant:**

1. Name of Applicant:

Project Title:

Department/Conservancy to which you are applying for funding: **California Tahoe Conservancy**

2. Please attach the following items to your email that transmits this form:

- Project Title and Primary Focus Area
- Project Description (identifying key project activities and deliverables)
- Project Map (showing project location)
- Project Implementation estimated start and end dates

**To be completed by Corps:**

This Consultation Review Document is being prepared by:

- The California Conservation Corps (CCC)
- California Association of Local Conservation Corps (CALCC)

3. Applicant has submitted the required information by email to the CCC and CALCC:

- Yes (applicant has submitted all necessary information to CCC and CALCC)
- No (applicant has not submitted all information or did not submit information to both Corps – application is deemed non-compliant with Corps consultation process)

4. After consulting with the project applicant, the CCC and CALCC has determined that:

- It is NOT feasible for CCC and/or certified community conservation corps services to be used on the project (deemed compliant)
- It is feasible for the CCC and/or certified community conservation corps services to be used on the project and the following aspects of the project can be accomplished with Corps services (deemed compliant):

CCC comments below:



**LAND ACQUISITION INFORMATION FORM**  
(Use one form for each parcel)

Project Title: \_\_\_\_\_

1. Assessor's Parcel Number: \_\_\_\_\_

2. Parcel Street Address: \_\_\_\_\_

3. Owner's Name: \_\_\_\_\_

4. Owner's Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

5. Subdivision Name: \_\_\_\_\_

6. IPES Score or Land Capability: \_\_\_\_\_

7. a. Assessed Value: Land \$ \_\_\_\_\_ Improvements \$ \_\_\_\_\_

b. Approximate % of parcel needed: \_\_\_\_\_

c. Current fair market value of portion of parcel needed: \$ \_\_\_\_\_

fee  easement

8. Existing improvements, if any:

9. a. Owner Contacts Made: (date) \_\_\_\_\_

b. Owner's Response (if the owner is willing but with conditions, list those conditions):

c. Alternatives to acquisition (such as permit or right-of-entry):

10. Is this a Nominal or Low Value Acquisition that you believe is eligible for the streamlined valuation process?  Yes  No

11. Attach annotated Assessor's Plat showing proposed acquisition and approximate location of project improvements that will affect the parcel. If a creek or other drainage crosses the property, sketch its approximate location.



# 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 Water Quality Project – Phase 3

**Funding from other public agencies:**

TRPA SEZ Mitigation Funds.

**Other Key Personnel:**

Roger Niello  
Interim Community Development Agency Director  
(530) 621-5914  
[roger.niello@edcgov.us](mailto:roger.niello@edcgov.us)

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

John Kahling, P.E.  
Community Development Agency  
Transportation Division Deputy Director, Engineering  
(530) 642-4974  
[john.kahling@edcgov.us](mailto:john.kahling@edcgov.us)

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

Brendan Ferry, CPSWQ, CPESC, QSD  
Community Development Agency



Long Range Planning Division, Storm Water Program Manager  
(530) 573-7905 – Tahoe  
(530) 621-5653 – Placerville  
brendan.ferry@edcgov.us

Russell Wigart, CPSWQ, CPESC, QSD  
Community Development Agency  
Long Range Planning Division, Storm Water Coordinator – Tahoe Basin  
(530) 573-7924  
russell.wigart@edcgov.us

Daniel Kikkert, P.E.  
Community Development Agency  
Transportation Division, Tahoe Engineering  
Senior Civil Engineer  
(530) 573-7914  
dan.kikkert@edcgov.us

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

- **Purpose and need**

The purpose of this project is to evaluate an opportunity to utilize partially developed, publicly owned parcels, off of Elks Club drive to improve the management of stormwater and dry weather runoff, including capture, treatment, and reuse by using the natural functions of soils and plants. This project provides a great opportunity to improve water quality, reduce localized flooding, and increase water supplies for beneficial uses and habitat enhancement. More specifically, this project will restore proper function of a native meadow system, allow for increased control over storm flow conveyance through a County high use primary road, remove impervious asphalt within an SEZ, and improve road integrity for easier public access, snow removal, and road sweeping.

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**

El Dorado County is currently working on the Country Club Heights Erosion Control Project. The project is being designed to address conveyance and erosion control issues as well as to provide for water quality treatment of storm flows, groundwater recharge, and enhancement of SEZ. The efforts of the County are focused on addressing problem areas in the urbanized sections of the watersheds, and where possible, utilizing undeveloped, publicly owned, lands for the treatment of runoff and enhancement of meadow areas. The proposed project is a component (Phase 3) of the Country Club Heights Erosion Control Project, with Phase 1 scheduled for construction in 2017 and Phase 2 scheduled for construction in 2018 (pending award of funds). The County is also working to secure funding to complete an overlay of Elks Club Drive in 2018 as part of the Capitol Overlay Program.

The Phase 3 Project area is located within the overall Country Club Heights Project area (EIP# 01.01.01.0021) and is roughly bounded by Elks Club Drive, Boca Raton Drive, Highway 50, and the Upper Truckee River (See Figure 1). Elks Club Drive is the primary connector to the Project site. The road starts at a relative high at Highway 50 and dips down to a relative low in front of the old Elks Club property before it increases in elevation up to Skyline Drive and then down to Pioneer Trail. The existing drainage at the western end of Elks Club Drive is problematic. The low point of Elks Club Drive is currently drained by an existing 18" culvert that is located roughly 250 feet west of the relative roadway low point. Roadside ditches convey runoff from the low spot to the culvert, which are then conveyed in an existing channel that drains approximately 200 feet to the Upper Truckee River (See Figure 2). Due to the relatively flat topography of the area, the conveyance system does not sufficiently convey runoff away from the road. In addition localized site constraints from the existing fill and parking lot on the old Elks Club property give a "bathtub" effect at the low spot on Elks Club Drive, with flows overtopping the roadway. In the winter months this requires the County to increase abrasives for traction at this location.

During the winter of 2016/2017 the Tahoe Basin received a large amount of precipitation, both as rain and snow. This exasperated the drainage problems at the low point of Elks Club Drive. During very large precipitation events, flows crossed Elks Club Drive, causing excessive flooding and pavement degradation (See Figure 3). In light of these events, the County would like to explore a long term solution for reducing impacts to Elks Club Drive. The potential solution includes two components: 1) Within the County right of way raise the grade of Elks Club Drive with additional cross culverts and re-construct the roadside ditches to take flow to the current outfall ditch and 2) Outside of the County right of way explore the feasibility of removing a portion of the old Elks Club parking lot to allow for better drainage, removal of fill from the SEZ, and restoration of the old Upper Truckee River flood plain. Implementation of components 1) and 2) will provide an opportunity to reduce use of traction abrasives, remove fill with the restoration of an SEZ, reduce the connectivity of stormwater flows by spreading runoff in the restored SEZ, and monitor the impacts to water quality from implementation (pre and post project) of both components.



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

The primary Focus Area for this grant is Stormwater Quality with Ecosystem and Watershed Management as the secondary Focus Area. The County has a functionally equivalent stormwater resource plan (FE SRP) was approved by the State Water Resource Control Board on March 23, 2017, making the County eligible for Proposition 1 grant funds under the Stormwater Quality focus area. This project will assist with TMDL load reduction targets through the capture and recharge of groundwater in stream zones located in and around the project area. Historic conveyance has limited the inundation of portions of the meadow system within the project area. This project will reconnect meadows and allow for treatment through shallow dispersion and capture. The County will continue to utilize the CTC's Preferred Design Approach in the development of preferred improvements. As noted earlier, this project is associated with the existing Country Club Heights Erosion Control Project. The project is included in the County Pollutant Load Reduction Plan (PLRP) and EIP 5 year prioritization list. All monitoring associated with this project will follow and be consistent with the Regional Stormwater Monitoring Program (RSWMP).

- **Projects multiple benefits, within or across Focus Areas, including any climate change benefit**

This project consists of many attributes that provide multiple benefits to several focus areas. These include:

#### Stormwater Quality

- Water quality improvements in a 303D listed water body, through the treatment and filtering of stormwater runoff at targeted locations.
- Increased attenuation of stormflows in historically disconnected meadow systems
- Groundwater recharge through infiltration and storage.
- Flood control through improved conveyance in and around the project area.
- Fine sediment load reductions
- Low impact development (LID) – the Project will utilize LID principles in the design and development and the Project improvements.

#### Ecosystem and Watershed Management

- Restoration of disturbed stream environment zones
- Removal of impervious asphalt in a stream environment zone
- Greenhouse gas reductions through restored wetland function
- Reduced stream impacts through reductions in temperature fine sediment particles and nutrients

#### Sustainable Communities

- Utilizing public land to capture, store and treat water
- Increasing public access and allowing roads to be open more frequently through flood mitigation and improved pavement condition

- Recreational enhancement through improved trail connectivity
- **How the project provides fisheries or ecosystem benefits or improvements that are great than required applicable environmental mitigation measures or compliance obligations**

Improvements that will contribute to ecosystem and fishery benefits include:

- Capture and storage of coarse and fine sediment that clogs fish spawning areas.
- Reducing nutrient loads that contribute to algae growth that lower stream dissolved oxygen levels.
- Infiltration of surface water to groundwater causing the stream to gain thereby causing the stream to be recharged by cooler groundwater, thereby lowering temperatures.

**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 Phase 1 and 2 of the Project.

Elks Club Drive has a low Pavement Condition Index (PCI) and as a result has been included in the Capitol Overlay Program. If able to secure internal funding, El Dorado County will complete the overlay work during the summer of 2018.

Milestone	Dates
	Phase 3
Feasibility Report	May 2018
Preferred Alternative Report	April 2018
Environmental Documents	November 2018
Final Plans, Specifications, Reports	March 2019
Final Agency Permits and Submittals	March 2019
Advertise and Bid	April 2019
Award Contract	May 2019
Begin Construction	August 2019
End Construction	September 2019

### **Innovation and Science:**

This project is being incorporated into the new cutting edge TMDL Credit Accounting Platform (CAP) and will be 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 and wetlands for improving multiple ecosystem and community benefits. Removal of impervious surfaces and in this case asphalt will provide for a restoration opportunity as well as a learning experience for project effectiveness. This multi-benefit project combined with the Capitol Overlay planned in 2018 will give many opportunities for enhancing the understanding of the effect of pavement on water quality and the benefits that may be gained through improving road pavement conditions. Anticipated data will inform project effectiveness and should lead to development of further effectiveness studies that will inform existing tools and potentially lead to refinement of program objectives and ultimately improvements in the clarity and quality of Lake Tahoe.

A primary goal of this Project is to support the Lake Tahoe TMDL in reversing and restoring the lake'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, which, according to the TMDL have the greatest opportunity for pollutant load reductions. Though the TMDL focuses on deep lake water quality, the reduction of runoff volume and associated reduction of nutrient loading will also benefit nearshore water quality. Increased infiltration of runoff to groundwater associated with reducing runoff volumes will allow for 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:**

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

Phase 3 of the project would aim to restore up to 1.5 acres of SEZ and remove ~20,000 square feet of pavement, and convey stormwater under Elks Club Blvd with treatment of runoff through flow spreading in the restored SEZ.



- *Indicate how project effectiveness will be assessed*

Project effectiveness will be assessed in two ways: 1) The collection of water quality samples to assess the projects impact on outfall sediments loads, and 2) Through visual assessments during and after storm events.

If fine sediment loads, specifically the portion of fine sediment particles attributable to asphalt aggregate and asphalt binder, are reduced, the project will be deemed effective in reducing fine sediment loads to the Upper Truckee River, surrounding meadow and Lake Tahoe, a 303d listed water body. Additionally, if the rainfall/runoff response is decreased (indicated by lower runoff volumes across Elk's Club Drive when calibrated to rainfall totals) then the project will be deemed effective in conveying runoff away from the road and increasing infiltration.

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

Stormwater runoff from Elk's Club Drive will be monitored for flow volume and fine sediment. The fine sediment will be characterized using molecular marker analysis to determine the contribution that pavement degradation makes to the total fine sediment load in runoff. It is expected that a significant fraction of the fine sediment particle load will originate from the asphalt aggregate and asphalt binder that constitute the road under the pre-project condition. If this is the case, project design will include repaving Elk's Club Drive with an alternate pavement mix design to attempt to enhance surface durability. It is expected that improved surface condition of Elk's Club Drive will result in significantly decreased fine sediment particle loads post project.

#### Monitoring Goal

To measure the amount of very fine inorganic sediment and coarse inorganic sediment in stormwater runoff from varying contributing sources.

#### Methods

Water quality monitoring will involve the installation of an automated sampler at a suitable location. Flow-weighted composite samples will be collected during runoff events which may include rain, rain on snow, thunderstorm, or spring snow melt.

Road maintenance practices will be quantified in order to understand the activities occurring on the roadways during the year. These activities may include snowplowing frequency, sweeping, traction control application, etc. These activities along with the water quality data will be evaluated in order to understand how these activities affect runoff water quality. Pollutant source markers will be measured to quantify the amount of material generation from the asphalt road surface.

#### Data Analysis

The data for this project will be used to quantify loading from the various sources and incorporated into existing modeling efforts and assessment of effectiveness.

Effectiveness

The projects effectiveness will be evaluated as well as the effectiveness of the overall improvements within this watershed. This data will also allow measuring the effectiveness of a Capitol Overlay that the County has planned for implementation in summer 2018. The overall sediment load data will allow for comprehensive analysis of project effectiveness. The Project's effectiveness will be assessed through both quantitative and qualitative assessments. The Tahoe TMDL includes the use of the Pollutant Load Reduction Model (PLRM) to quantify average annual pollutant loads and runoff volumes to calculate Fine Sediment Particle (FSP), Total Phosphorous and Total Nitrogen loads and load reductions. The County of El Dorado will also include other performance calculations such as event based load calculations, as necessary to quantify and demonstrate project success.

Quantitative Assessments:

- 1.) The PLRM provides quantifiable metrics for understanding pollutant transport loads and volumes. Any collected data will be used to inform and identify the PLRM loads and targets. Information from the PLRM also includes:
  - a. FSP Loads and Load Reductions;
  - b. Nitrogen Loads and Load Reductions; and,
  - c. Phosphorous Loads and Load Reductions.
  
- 2.) Measurements are continually being collected as part of the NPDES program. Data will continue to be collected as part of this Project in an effort to quantify the measured loads and loads reductions associated with this Project.

Qualitative Assessments:

- 1.) Photographic documentation
  - a. Photo monitoring to include assessments of long term stability and success through vegetation establishment to inform potential adaptive management.
- 2.) Visual inspections
  - a. Semi-annual visual inspections will inform of any potential problems that need to be addressed and also help inform adaptive management.

Multi-benefit EIP stormwater projects will be monitored and benefits will be evaluated through the EIP Lake-Saving Project Tracker and Tahoe Sierra Integrated Regional Watershed Management (IRWM) Data Management System (DMS). The Tracker includes performance measures (among others) to quantify:

#	Performance Measure	Performance Measure Unit
4	Parcels with Stormwater Retrofits	parcels
5	Miles of Roads Treated	miles
6	Miles of Street Sweeping	miles
9	Acres of SEZ Restored or Enhanced	square feet

**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	125,000.00	0.00		125,000.00
Preliminary Design (30%)	50,000.00	0.00		50,000.00
Environmental Documents	60,000.00	0.00		60,000.00
Acquisition		0.00		0.00
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		0.00		0.00
Right-of-Way Engineering		0.00		0.00
65% Design (Draft Plans)		0.00	50,000.00	50,000.00
95% Design (Pre-final Plans and Specifications)		0.00	20,000.00	20,000.00
100% Design (Final Plans and Specifications)		0.00	20,000.00	20,000.00
Construction		0.00		0.00
Advertise and Award		0.00		0.00
Construction Administration		0.00		0.00
Direct Construction Cost		0.00		0.00
Equipment		0.00		0.00
Revegetation		0.00		0.00
Monitoring		0.00		0.00
Project Fees	15,000.00	0.00		15,000.00
Utilities		0.00		0.00
Contingency		0.00		0.00
<b>Total</b>	<b>250,000.00</b>	<b>0.00</b>	<b>90,000.00</b>	<b>340,000.00</b>

**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

Tahoe Paradise Resort Improvement District – Recreation District to assume the maintenance and operations of the recreational facilities at the Tahoe Paradise Resort

Public Support – This Project includes an extensive community outreach component in the Meyers community 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. The Project will also include several public stakeholder meetings that allow community participation and involvement.

*Technical Advisory Committee (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 Parks and Recreation, California Department of Transportation, USFS, TRPA, Lahontan, Tahoe Resource Conservation District (TRCD), South Tahoe Public Utility District, Southwest Gas and Charter Cable. 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 (Lahontan) 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;
- ❖ Storm Water Resource Functional Equivalent Plan;
- ❖ Meyers Area Plan;
- ❖ Lahontan Basin Plan;
- ❖ TRPA Regional Plan;
- ❖ Department of Water Resources (DWR) Urban Water Management Plan; and,
- ❖ Integrated Regional Stormwater Management Plan.

#### **Environmental Documents:**

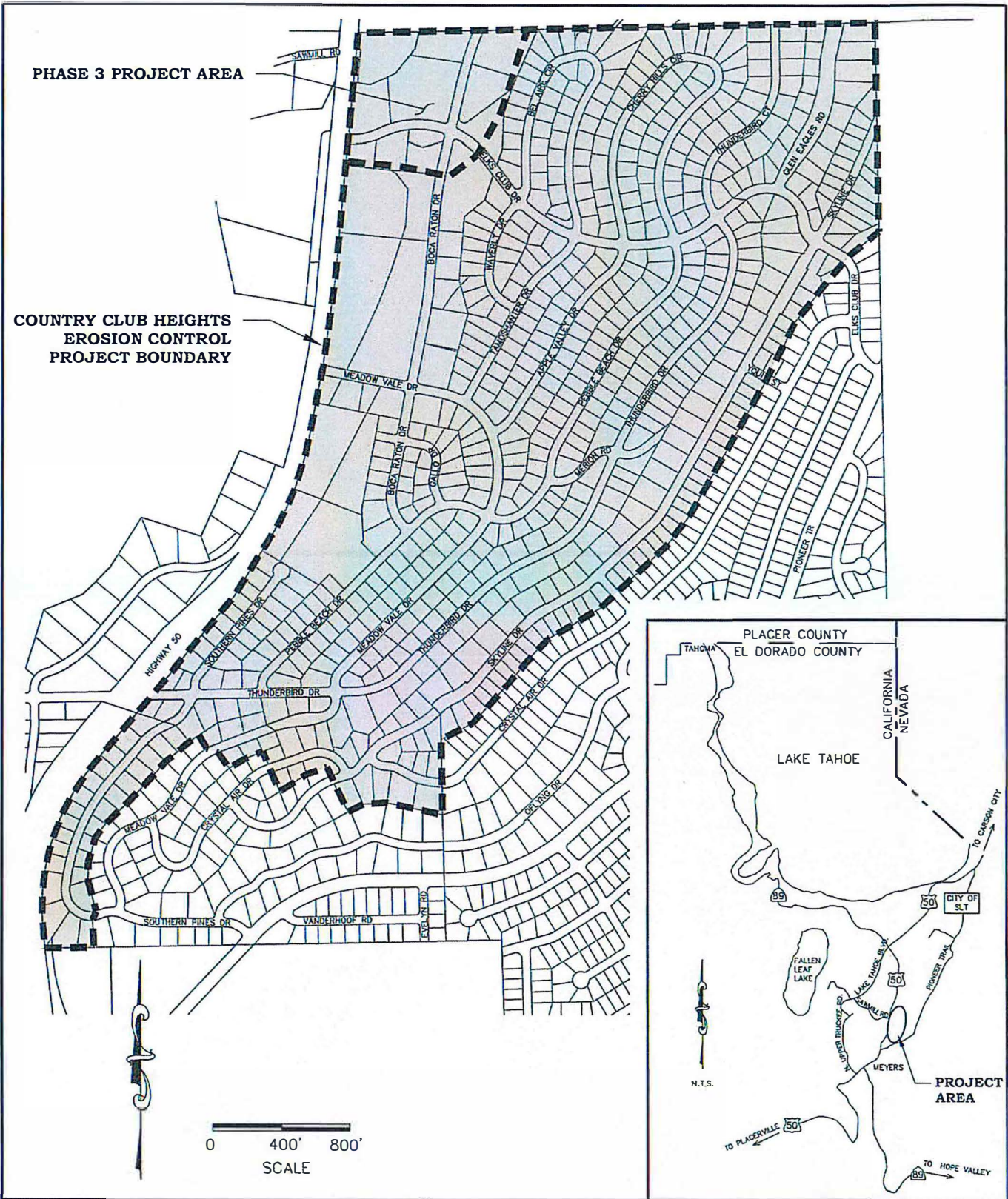
CDA-TD completed an Initial Environmental Study/ Environmental Assessment (IES/EA) for the large Country Club Heights Project Area. A California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND) was adopted by the El Dorado County Board of Supervisors on April 18, 2017. The MND did not include assessments of the two CTC parcels and one El Dorado County parcel bounded by Elks Club Drive, Boca Raton Drive, Highway 50, and the Upper Truckee River. The County will utilize a consultant to complete the necessary assessments on these parcels. The results will either be used to amend the current environmental document or be utilized to complete a separate environmental document.

**Land Tenure, if applicable:**

Adequate site control will be obtained by CDA-TD. Improvements will be proposed within existing County of El Dorado ROW and drainage easement areas. If feasible CDA-TD will also pursue license agreement(s) with the CTC.

If site control is not obtained, alternatives have been developed for proposed improvements to be located within the ROW and/or existing easements.





COUNTY OF EL DORADO  
 COMMUNITY DEVELOPMENT AGENCY  
 TRANSPORTATION DIVISION

COUNTRY CLUB HEIGHTS EROSION  
 CONTROL PROJECT  
 LOCATION MAP

FIGURE

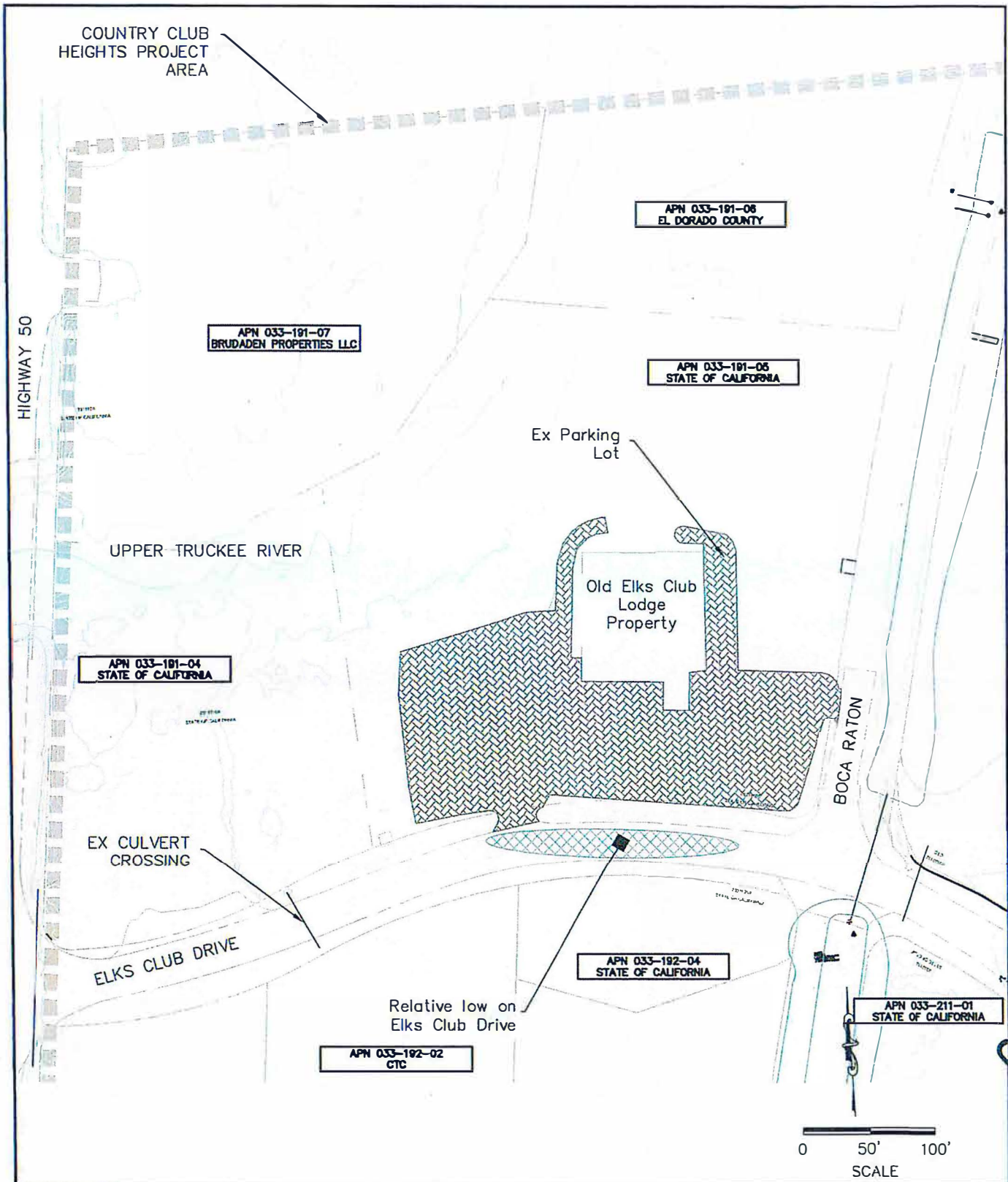
1

DATE: 04/2017

PROJECT NO.: 95191

BY: DWK





COUNTY OF EL DORADO  
COMMUNITY DEVELOPMENT AGENCY  
TRANSPORTATION DIVISION

COUNTRY CLUB HEIGHTS  
EROSION CONTROL PROJECT  
Phase 3  
PROBLEM AREA MAP

FIGURE:

2

DATE: 10/2016

PROJECT NO.: 95191

BY: ALD



**Country Club Heights ECP**  
**Problem Photos**



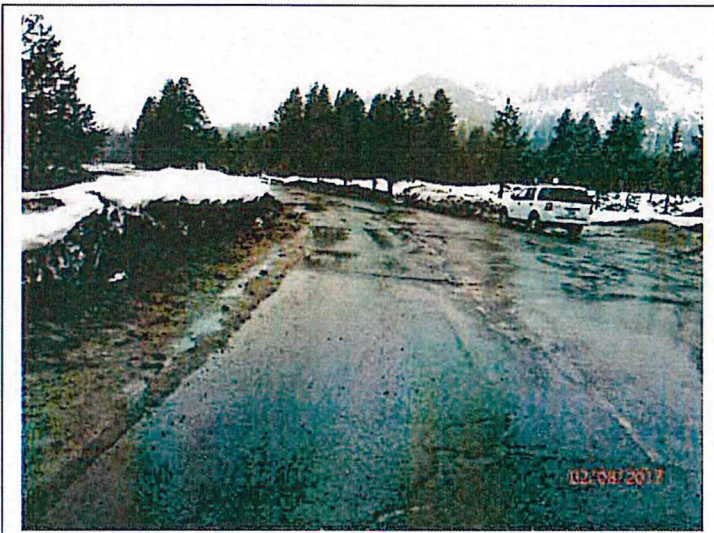
**February 8, 2017**

On Elks Club Drive, looking east towards Elks Club Lodge property. Location and grade of Elks Club Parking lot (left side of photo) restricts stormwater runoff in the roadside channels. High flows cause localized flooding on Elks Club Drive at this location.



**February 8, 2017**

Elks Club Drive, looking east towards Elks Club Lodge property. Turbid water evident from use of traction abrasives.



**February 8, 2017**

Elks Club Drive, looking northwest towards highway 50. Traction abrasives can be seen on the roadway and in the snow banks.



**February 13, 2017**

Elks Club Drive, looking east towards Elks Club Lodge property. Local topographic constraints limit ability of runoff to drain away from the roadway.



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. Mitrinin  
Clerk of the Board of Supervisors

Ayes:  
Noes:  
Absent:

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chair, Board of Supervisors





## 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



# DEPARTMENT OF TRANSPORTATION

<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

May 30, 2017

Whitney Brennan  
Senior Environmental Scientist, Resources and Public Access Program  
California Tahoe Conservancy  
1061 Third Street  
South Lake Tahoe, CA 96150

**Subject: Response to review of Proposition 1 Application – Country Club Heights  
Erosion Control Project – Phase 3 (Elks Club Drive) Planning Grant**

Dear Ms. Brennan:

The County of El Dorado Department of Transportation (County) acknowledges receipt of your letter via email dated May 19, 2017, related to the County's Proposition 1 grant application for the Country Club Heights Erosion Control Project – Phase 3 (Elks Club Drive).

Provided below are the responses to the comments listed in the letter.

*CTC Comment: Please provide maps that display the location of Phase 3, including all of the parcels and illustrates the areas under consideration for pavement removal or SEZ restoration (i.e. 1.5 acres of meadow enhancement).*

County Response: The limits of Phase 3 with respect to the entire Project area are shown within Figure 1. The parcels of interest within Phase 3 are included in Figure 2. This figure has also been updated to show possible limits of SEZ enhancement as well as to note that all of Phase 3 is within 1b (SEZ) lands. In addition, this figure shows the configuration of the existing parking lot on APN 033-191-05 (owned by California Tahoe Conservancy (CTC)). This is the primary area under consideration for removal of asphalt and for SEZ restoration. During the planning process the County will evaluate, with public and CTC input, on how much asphalt can be removed for restoration efforts, while providing possible future access to nearby recreation opportunities.

*CTC Comment: Please clarify what is covered by the pre-construction monitoring cost.*

County Response:

The pre-construction monitoring cost includes all monitoring activities included in the grant application for both quantitative and qualitative assessments. Items include flow measurements, sample collection, sample preparation and electronic data collection. Sample analysis and source apportionment will include Source sample collection, sample analysis and source apportionment of fine sediment particles and particle associated phosphorous. Water quality analysis will include FSP, sediment, nutrients and molecular markers. Flow data will be collected along with flow paced automatic samples. All sample processing including reporting is included in this cost.

Please contact the County if additional information is needed regarding the scope of the pre-construction monitoring.

*CTC Comment: Please tie the milestones shown in the Project schedule to the requested funding found in the budget and eliminate the milestones that do not correlate with the budget. Explain whether dates shown in the schedule are anticipated completion dates or something else.*

County Response: The table below provides additional information.

<b>Milestone</b>	<b>Budget Category</b>	<b>Funding Request (Prop 1 only)</b>	<b>Estimate Completion Dates</b>
<b>Pre-Construction Monitoring</b>	<b>Preliminary Design</b>	<b>\$125,000</b>	<b>May 2019</b>
<b>Feasibility Report</b>	<b>Preliminary Design</b>	<b>\$50,000</b>	<b>May 2018</b>
<b>Environmental Documents</b>	<b>Environmental Documents</b>	<b>\$60,000</b>	<b>November 2018</b>
<b>Final Plans, Specifications, Reports</b>	<b>65% Design (Draft Plans)</b>	<b>\$0</b>	<b>March 2019</b>
	<b>95% Design ( Pre-Final Plans &amp; Specs)</b>		
	<b>100% Design (Final Plans &amp; Specs)</b>		
<b>Advertise and Award</b>	<b>May 2019</b>	<b>\$0</b>	<b>May 2019</b>
<b>Construction</b>	<b>September 2019</b>	<b>\$0</b>	<b>September 2019</b>

Should you have any questions, please feel free to contact me at (530) 573-7914 or by email at dan.kikkert@edcgov.us.

Sincerely,



Daniel Kikkert, P.E.  
Senior Civil Engineer



Enclosures

c: John Kahling, County  
Russell Wigart, County  
Donaldo Palaroan, County

COUNTRY CLUB HEIGHTS PROJECT AREA

HIGHWAY 50

APN 033-191-07  
BRUDADEN PROPERTIES LLC

APN 033-191-06  
EL DORADO COUNTY

APN 033-191-05  
STATE OF CALIFORNIA

UPPER TRUCKEE RIVER

APN 033-191-04  
STATE OF CALIFORNIA

Possible SEZ Enhancement Limits

Ex Parking Lot

Old Elks Club Lodge Property

BOCA RATON

EX CULVERT CROSSING

ELKS CLUB DRIVE

APN 033-192-04  
STATE OF CALIFORNIA

Relative low on Elks Club Drive

APN 033-192-02  
CTC

APN 033-211-01  
STATE OF CALIFORNIA

\*\* Note: Entire limits of Project area are within 1B (SEZ) mapped lands



COUNTY OF EL DORADO  
COMMUNITY DEVELOPMENT AGENCY  
TRANSPORTATION DIVISION

COUNTRY CLUB HEIGHTS  
EROSION CONTROL PROJECT  
Phase 3  
PROBLEM AREA MAP

FIGURE

2

DATE: 10/2016

PROJECT NO.: 95191

BY: AID

**EXHIBIT B**

**BUDGET DETAIL AND PROJECT SCHEDULE**

**Project:** Country Club Heights Erosion Control Project – Phase 3

**Initial Project 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.

<b>Budget Category</b>	<b>Funding Requested</b>
Pre-Construction Monitoring	\$125,000
Feasibility Report/Preliminary Design 30 %	\$50,000
Environmental Documents	\$75,000
<b>Total</b>	<b>\$250,000</b>

**Project Schedule**

Prior to commencement of work, a workplan must be submitted and approved. The workplan will specifically list the deliverables supported by the grant.

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

<b>Milestone/Budget Category</b>	<b>Estimated Completion Dates</b>
Feasibility Report/Preliminary Design	May 2018
Environmental Documents	November 2018
Pre-Construction Monitoring/Preliminary Design	May 2019

## **Exhibit C**

### **List of Assurances** (For Project Planning 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 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.
3. 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.
4. 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."
5. 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 work to completion with reasonable diligence.
6. 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.
7. Grantee shall comply with applicable State laws which may include (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 where applicable the payment of 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.

8. 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.

9. 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  
[fiscal@tahoe.ca.gov](mailto:fiscal@tahoe.ca.gov)

**CTC Grant Agreement No.:** CTA17019L  
**① Grantee Invoice No.:** 17019L-1  
**② Billing Period:** \_\_\_\_\_  
**③ Submittal Date:** \_\_\_\_\_

Line Items	GRANT FUNDS ONLY					If Applicable: Match For This Reporting Period Only
	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>	
Pre-Construction Monitoring	\$125,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Feasibility Report Prelim Design 30%	\$50,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Monitoring/Prelim Design	\$75,000	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
	\$0	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
	\$0	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
<b>TOTALS</b>	<b>\$250,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>

**FOR CTC STAFF**  
 CTC Initials/Date \_\_\_\_\_

**FOR DGS-CFS STAFF**  
 Date Received from DWQ \_\_\_\_\_  
 Date to Accounting \_\_\_\_\_

**GRANTEE SIGNATURE** \_\_\_\_\_

⑧ Total Amount Due This Invoice

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

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**

⑪ 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.

**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
---------	-------------------------	----------------------	-----------------------------	-----------------------------	------------------------------------	--------------------------	--------

#### 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 an 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...