

GRANT AGREEMENT

THIS AGREEMENT is entered into this July 1, 2018, between the California Tahoe Conservancy and the County of El Dorado.

1. Scope of Agreement

The California Tahoe Conservancy (hereinafter "Conservancy"), acting pursuant to section 66907.7 of the Government Code and its Board Resolution no. XX-XX-XX of March 14, 2018, hereby grants to El Dorado County (hereinafter "Grantee"), a sum up to **Three Million One Hundred Eighty-Two Thousand Dollars (\$3,182,000)**, subject to the terms and conditions set forth below.

These funds shall be used for a public recreation and access improvement for the South Tahoe Greenway Shared Use Trail Phase 1b and 2 Site Improvement Project, (hereinafter "the Project"), 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 in accordance with:

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

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

2. Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

- (a) Exhibit A, Conservancy Staff Recommendation and Board Resolution dated March 14, 2018;
- (b) Exhibit B, Financing Plan and Project Schedule;
- (c) Exhibit C, 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;
- (g) Exhibit G, Sign Guidelines; and
- (h) Upon approval by the Executive Director, the Final Project Plans and Specifications (as set forth below).

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In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) Conservancy Board Resolution **XX-XX-XX**; (2) the Conservancy Staff Recommendation; (3) the body of the Agreement; (4) Grantee's List of Assurances; (5) the Final Project Plans and Specifications approved by the Executive Director; (6) the Financing Plan and Project Schedule; (7) the Eligible and Ineligible Costs; (8) the Mandatory Insurance Provision; and (9) the model Request for Disbursement Form.

3. California Conservation Corps (CCC)

The Grantee agrees to utilize the labor of the CCC in the implementation of the Project where such use is feasible and in the best interests of the Project as determined by the Grantee. Grantee shall provide the Conservancy a copy of any agreement entered into with CCC as part of this Agreement.

4. Project Plans and Specifications

Grantee agrees to consult with the Conservancy and other appropriate agencies with respect to the design of the Project. Within the time periods shown in the Project Schedule in **Exhibit B**, Grantee shall submit for the Executive Director's approval: (1) Final Project Plans and Specifications, as described below, and (2) a proposed monitoring program to document the level of public use both before and after construction of the Project improvements. The Executive Director's approval of Final Project Plans and Specifications, and the monitoring program, shall be by way of a written determination that said items are consistent with this Agreement, and shall be a precondition of Grantee's (i) advertising for construction bids, (ii) entering into agreements with the CCC, and (iii) undertaking construction where no contractors are to be hired.

The Final Project Plans and Specifications subject to the Executive Director's written approval (hereinafter "the Final Plans") shall include:

- (a) construction plans and specifications which have been certified by a licensed engineer, or approved by the Grantee's District Engineer;
- (b) a detailed Project Budget which shall include the estimate of the engineer or other official listed under subdivision (a) above for constructing the Project based on the Final Plans ("engineer's estimate"), plus design and administrative costs, monitoring costs, and any other related expenditures"). The engineer's estimate shall also itemize the cost of any work to be performed by the CCC. If funds other than Conservancy grant funds are to be applied to the Project, the estimate shall indicate how the funds from the various funding sources will be allocated to the listed costs. If the Project Budget in the Final Plans differs

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substantially from the Financing Plan shown in **Exhibit B**, a written explanation of the reasons for such differences shall accompany the Final Plans;

(c) a revised Project Schedule, if different from that in **Exhibit B**;

(d) a description of the planned involvement of the CCC in the Project, or Grantee's written determination that participation by the CCC is not feasible or is not in the best interest of the Project;

(e) the wording and location of all signs to be erected on the Project site(s) pursuant to the paragraph entitled "Signing" below; and

(f) any other items not listed above which are contained in the final bid package.

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

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

(a) the change would alter the original function or intent of the approved plans and specifications; or

(b) any bid item is increased or decreased by more than fifteen percent (15%); or

(c) a change order exceeds Five Thousand Dollars (\$5,000) or three percent (3%) of the construction contract bid amount, whichever is smaller.

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

5. Other Contractors

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

6. Signing, Publicity, Acknowledgment

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For each major Conservancy-funded segment or element of the Project, the Grantee shall in accordance with the Final Plans, erect and maintain interpretive signs if proposed, as well as signs which identify the Project and the respective roles of the Conservancy and the Grantee and acknowledge the funding assistance from the Conservancy according to specifications found in **Exhibit G**, Sign Guidelines.

7. Conditions Precedent to Construction and/or Disbursement

In addition to any other conditions contained hereinabove, no construction or other on-site work shall be undertaken until written evidence has been provided to the Conservancy:

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

If, following the request for contractor bids, the Project Budget does not accurately reflect the allocation of itemized Project costs, the Grantee shall submit, for written approval by the Executive Director, a revised Project Budget. No funds shall be disbursed until the revised Project Budget has been approved.

8. Notifications

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

9. Final Report

Upon completion of the Project, Grantee shall supply the Conservancy with evidence of such completion by submitting a final report which includes:

- (a) A Notice of Completion or inspection report approved by the Grantee's District Engineer certifying completion of the Project according to the approved Final Plans;
- (b) "As built" drawings of any substantial Conservancy-funded improvements erected on the Project site(s); and

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- (c) Spatial data of the completed Project site(s), with labels or annotations showing dates of photographs and briefly describing the subject of each picture.
- (d) Monitoring data collected to date and an analysis of the significance of this data in regard to the effectiveness of the project implementation in improving public recreation and access.

10. Expenditure of Funds and Allocation of Funding Among Project Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the Financing Plan or the Project Budget approved by the Conservancy. The dollar amount of an item of work funded by the Conservancy in the Financing Plan or Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items of work, without approval by the Executive Director; however, the Grantee shall notify the Conservancy in writing at the time of making any such reallocation, and shall identify both the item(s) being increased and those being decreased. Any increase of more than ten percent (10%) in the amount of a Conservancy-funded item of work must be approved in writing by the Executive Director. The total amount of the grant may not be increased except by formal amendment of this Agreement.

11. Costs and Disbursements

Subject to the paragraph entitled "Conditions Precedent to Construction and/or Disbursement," the Conservancy agrees to disburse to the Grantee, in accordance with the Project Budget approved by the Conservancy (or in accordance with **Exhibit A**, if an invoice is processed prior to the receipt and approval of the Project Budget), a total amount not to exceed **Three Million One Hundred Eighty-Two Thousand Dollars (\$3,182,000)**. Eligible Project costs are described in **Exhibit F** attached hereto by reference. To meet appropriation time limits and monitoring requirements, the final invoice for construction must be submitted on or before **May 15, 2023**.

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 amounts withheld may be reduced by the Conservancy to not less than five percent (5%). The remaining amounts withheld shall be disbursed upon (1) Grantee's satisfactory completion of the Project and submittal of a Final Report and a fully executed final Request for Disbursement substantially in the form of **Exhibit D**; and (2) final inspection of the Project site(s) and approval of the completed Project by the Conservancy's designated representative(s).

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Upon execution of this Agreement, Grantee may request an advance of up to ninety percent (90%) of the amount set forth in the Financing Plan for design and administration. To request an advance, the Grantee shall submit a letter stating the amount of the advance requested, signed by the person authorized by the Grantee to request an advance.

After a design and administration advance:

- (a) The Grantee shall submit semi-annual reports showing expenditures from the advanced funds. This documentation shall be the same as that required for submittal of invoices, except that a Request for Disbursement form will not be included.
- (b) The Grantee shall submit preliminary and final draft plans and specifications to the Conservancy's project manager or his or her designee for written comments and authorization to proceed to the next stage of plan and specification preparation.

After Grantee awards the contract(s) for the construction of the Project, but not more than thirty (30) days prior to the start of construction, Grantee may apply for an advance of fifty percent (50%) of the amount of the Conservancy's share of the construction contract(s) awarded plus fifty percent (50%) of additional eligible construction costs described in the Conservancy-approved Project Budget incurred by Grantee in the performance of this Agreement.

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

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

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

- (a) satisfactory completion of a substantial portion of the work for which the initial advance was made;

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

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

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

The Grantee shall request disbursement not more often than monthly, by filing with the Conservancy fully executed "Request for Disbursement" forms which contain:

- the invoice number, which may also include the Grantee's own project number in the invoice number;
- Grantee's name and address;
- the number of this Agreement (e.g., CTA-18XXX);
- the invoice date;
- the amount of the invoice;
- contact person and phone number;
- an itemized description of all work done for which disbursement is requested including timesheets and all receipts; and
- the signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

Additionally, each form shall be accompanied by:

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

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Invoices shall be submitted to:

Accounts Payable
California Tahoe Conservancy
1061 Third Street
South Lake Tahoe, CA 96150

Or by email to:
accounts.payable@tahoe.ca.gov

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 complete and approved Request for Disbursement form to the State Department of General Services or to the Office of the State Controller, as the case may be, within fifteen (15) working days of receipt by the Conservancy.

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 accounting officer, together with a certified copy of Grantee's resolution authorizing Grantee's execution of this Agreement. The term of the Agreement shall run from **July 1, 2018** through **May 1, 2023** (the "termination date") unless, otherwise terminated or amended as provided herein, provided however that for the acquisition of any interest in real property, the terms of this agreement shall be considered covenants running with the land in perpetuity.

The Grantee agrees to complete construction of the Project by the completion date set forth in the Project Schedule in **Exhibit B** ("the Completion Date"). For good cause shown, the Completion Date, as well as any 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 planning, monitoring, acquisition or construction of site improvements, as the case may be, for any discrete component of this Project, either party may indicate its intent to terminate its obligations under this Agreement with respect to that component, for any reason, by providing the other party with sixty (60) days' notice in writing.

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In the event of termination by the Conservancy, the Grantee agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancelable (binding) obligations incurred by the Grantee in the performance of this Agreement until the date of actual termination, but in any case not to exceed the undisbursed balance of funding authorized in this Agreement.

If, other than for reasons beyond Grantee's control, Grantee fails to design and construct the Project improvements in accordance with this Agreement, or if the purposes and objectives of the Project are not achieved because of Grantee's failure to fulfill another material term or obligation of this Agreement, Grantee shall repay to the Conservancy all amounts disbursed by the Conservancy hereunder, except amounts for Project improvements which have been installed and which continue to provide a non-automotive means of transportation. The Conservancy may, in its discretion, waive such repayment, in whole or in part, on the basis of Grantee's written statement of reasons. If the Executive Director or his designee does not approve such waiver, the matter shall be referred to the Conservancy's Governing Board for its decision.

Following notice of intent to terminate, the Conservancy and the Grantee shall enter into a written termination agreement establishing the effective date for termination of the Project, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

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

13. Budget Contingency Clause

It is mutually agreed that if the California State Budget Act (Budget Act) of the current year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Project, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Project, either party shall have the option to either cancel this Agreement without liability, or offer an amendment to reflect the reduced amount.

In the event of termination, the parties agree to take all reasonable measures to prevent further costs under this Agreement, and the Conservancy shall be responsible for any

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reasonable and non-cancellable (binding) obligations incurred by the Grantee in the performance of this Agreement until notice of termination.

14. Other Funding Contingencies

The Financing Plan shown in **Exhibit B** presumes that the California Transportation Commission will transfer the allocation of \$1,928,000 of Active Transportation Program funding from the State to the Grantee. The Financing Plan also presumes that the Tahoe Regional Planning Agency will transfer the allocation of \$390,000 of Congestion Mitigation/Air Quality funding from the State to the Grantee. If either of these funding transfers do not occur, the Grantee may terminate this Agreement.

The contingency line item in the Financing Plan shown in **Exhibit B** represents unknown costs such as compliance with Division of State Architect (DSA) regulations, but may not represent all unknown contingency costs. If contingency funding is exceeded the Conservancy will, at its sole discretion, either cancel this Agreement with no liability occurring to the State, augment this grant, or offer an amendment to the Grantee to reflect the funding shortfall.

15. Operation and Maintenance

Project Operation and Maintenance shall be conducted pursuant to the South Tahoe Greenway Shared Use Trail Project Memorandum of Understanding among Lake Tahoe Community College District, California Tahoe Conservancy, and City of South Lake Tahoe. Nothing in this Agreement shall prevent the Grantee from entering into a subsequent operations and maintenance agreement with the Conservancy and the City of South Lake Tahoe for the Greenway Shared Use Trail Phase 1b and/or 2.

16. Liability

The Grantee shall be responsible for, indemnify, and save harmless the Conservancy and its members, officers, agents, and employees, from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, or the design, construction, operation, repair, maintenance, existence, or failure of the Project, except to the extent of, and in direct proportion to the active negligence or the intentional wrongdoing of the Conservancy, or its member(s), officer(s), agent(s) or employee(s), which arises other than from (1) a failure by Conservancy to warn of hazards, based upon its review or inspection of the Project plans, designs, specifications or site(s), and/or (2) the omission by Conservancy to review or inspect said plans, designs, specifications or site(s).

The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from Conservancy to Grantee, and is not an "agreement" as that term is defined in

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Government Code section 895 or a "construction contract" under Civil Code sections 2782 or 2783. Accordingly, it is acknowledged Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the Conservancy and/or the State of California arising under Government Code sections 895.2 and 895.6.

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the Conservancy's active negligence or the intentional wrongdoing of Conservancy, its member(s), officer(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.

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

17. Insurance

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies of the State of California for construction or implementation of the Project or a portion thereof, such agreement(s) shall include a mandatory insurance provision substantially in the form of **Exhibit E** attached hereto. In addition, Grantee shall make reasonable efforts to assure that the Conservancy, and its members, officers and employees are included as additional insureds under the insurance required said **Exhibit E**, and that a copy of the endorsements or certificate naming them as additional insureds is furnished to the Conservancy as soon as practical. In the event the contractor or third party is unable to name the Conservancy as an additional named insured, the Grantee shall so notify the Conservancy. Within five (5) working days thereafter the Conservancy should notify the Grantee whether the Grantee shall proceed with the Project or a portion thereof absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the Conservancy and the State of California, and their members, officers and employees, or any of them, for payment of any premiums or assessments under such insurance. The Conservancy shall also be provided with notice of any proposed cancellation of insurance.

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

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18. 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. 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.

All Grantee records relevant to the Project must be preserved a minimum of three years after the final payment of the contract or the final audit, whichever is later, and shall be subject at all reasonable times to inspection, examination, monitoring, copying excerpting, transcribing, and audit by the State of California.

The State of California and the California Tahoe Conservancy reserve the right to call for a program audit or a financial audit at any time between the execution of this Agreement and the Completion or termination of the Project. 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.

19. 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,

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national origin, ancestry, physical handicap, medical condition, marital status, age or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, section 10000 et seq). The applicable regulations of the Department of Fair Employment and Housing implementing Government Code section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

20. Independent Status of Grantee

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

21. Assignability

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

22. Drug-Free Workplace

Grantee agrees to maintain a drug-free workplace in accordance with Government Code section 8350 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.

23. Time of the Essence

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Time is of the essence for this Agreement.

24. Amendments

Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

25. Project Coordinators

Scott Cecchi (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 officer, or employee with responsibility for administering this agreement, is the District's General Manager or their designee.

26. Conservancy Approvals

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

27. Grantee Approvals

All actions and approvals required to be taken by the Grantee under this Agreement may be taken by the District Engineer or his designee.

28. Resolution

The signature of the Executive Director or other authorized Conservancy official on this Agreement certifies that at its March 14, 2018 meeting, the Conservancy approved a grant up to **Three Million One Hundred Eighty-Two Thousand Dollars (\$3,182,000)** to the Grantee for the implementation of the Project(s) described in the attached Conservancy Staff Recommendation (**Exhibit A**).

29. 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.

30. Severability

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

31. Entire Agreement

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

SOUTH TAHOE GREENWAY SHARED USE TRAIL PROJECT PHASE 1b AND 2

Recommended Action: Adopt Resolution 18-03-03 (Attachment 1) authorizing the California Tahoe Conservancy (Conservancy) staff to:

- enter into a memorandum of understanding (MOU) with El Dorado County to transfer South Tahoe Greenway Shared Use Trail Project Phase 1b and 2 (Project) implementation responsibilities to El Dorado County;
- award up to \$3,182,000 for a site improvement grant to El Dorado County; and
- execute or modify all other agreements as necessary to transfer implementation of the Project, including but not limited to license agreements or MOUs with El Dorado County, the City of South Lake Tahoe, and the Lake Tahoe Community College District (District).

Location: The Project is located on the south shore of Lake Tahoe within both unincorporated El Dorado County and the City of South Lake Tahoe, between Sierra Boulevard and Glenwood Way (Attachment 2).

Fiscal Summary: The Conservancy would provide through a grant to El Dorado County a total of up to \$2,532,000 of Proposition 12 funding, contingent on inclusion of Project funding in the 2018 Budget Act, and \$650,000 of District Measure F funding. The California Department of Transportation and the Tahoe Transportation District will provide additional Project funding, in the amounts of \$1,928,000 and \$390,000, respectively, directly to El Dorado County.

Overview

Description of Recommended Action

The California Tahoe Conservancy (Conservancy) staff is recommending a new approach for the South Tahoe Greenway Shared Use Trail Project Phase 1b and 2 (Project) that involves transferring Project implementation responsibilities from the State to El Dorado County. El Dorado County is in an advantageous position to deliver the Project, and has indicated that it can complete the Project in a timely manner and

with a cost savings of at least \$1,000,000. The recommended Project transition will empower an experienced local government partner while ensuring successful Project delivery to benefit the public.

Staff is requesting authorization to enter into a memorandum of understanding (MOU) with El Dorado County, which assigns Project roles under the proposed transition. This MOU transfers Project delivery responsibilities from the Conservancy to El Dorado County. The MOU also commits the Conservancy to providing right of way (ROW) for the Project and granting \$3,182,000 in funding to complete the Project, contingent on inclusion of Project funding in the 2018 Budget Act. Staff intends to enter into the MOU with El Dorado County in March 2018, because the California Department of Transportation (Caltrans) needs the MOU to support the California Transportation Commission's approval of the Project transition and to allocate Active Transportation Program (ATP) funding directly to El Dorado County.

Staff recommends the Board authorize up to \$3,182,000 for a site improvement grant to El Dorado County for the Project. The recommended grant includes \$650,000 in Measure F funds from the Lake Tahoe Community College District (District), which the District is granting to the Conservancy. The remaining \$2,532,000 will come from Conservancy bond funding. Staff intends to enter into a grant agreement with El Dorado County in July 2018, contingent on inclusion of Project funding in the 2018 Budget Act.

Staff is also seeking Board authorization to execute or modify all other agreements as necessary to transfer implementation of the Project. Project partners, including the City of South Lake Tahoe (City) and the District, have negotiated a series of land use agreements to facilitate the Project, and staff is working closely with these partners to ensure an effective transition of responsibilities. Staff will enter into a license agreement with El Dorado County in 2018 to provide them with access rights to construct the Project.

In March 2017, the Board authorized staff to enter into a "master" MOU with the City and the District. This "master" MOU agreement defines roles and responsibilities for maintenance, land management, and coordination of all phases of the approved South Tahoe Greenway Shared Use Trail (Greenway). The Conservancy, City, and District may wish to modify this "master" MOU in the future to add parties and clarify maintenance or other responsibilities, as necessary.

History

The Greenway is a 3.86-mile trail connection between the Tahoe Sierra (formerly “Sierra Tract”) neighborhood and Van Sickle Bi-State Park. The trail alignment generally follows the ROW originally obtained by Caltrans to build a bypass freeway.

The Greenway is broken into construction segments, given limited funding and other issues associated with acquiring easements along certain segments of the trail. To date, the Board has authorized \$2,662,000 for planning, preliminary designs, and acquisitions for the entire Greenway, and final design and construction of the first section of the Greenway (Phase 1a). The Conservancy and the Department of General Services (DGS) completed construction of Phase 1a in October 2015, providing a 0.42-mile neighborhood connection between Glenwood Way and Herbert Avenue.

The Project extends the shared use trail for about a mile from the terminus of Phase 1a at Glenwood Way to Sierra Boulevard. Together with Phase 1a and a previously completed trail by the community ballfields, the Project will provide almost two miles of continuous shared use trails in the heart of South Lake Tahoe. The Project includes a new bridge over Trout Creek, improved local street crossings, interpretive and wayfinding signage, and significant sections of raised boardwalk to protect sensitive stream environment zone.

In 2014 and 2016, the Board approved several items related to implementation of the Project, including \$1,000,000 for final design and construction of the Project. These actions also included adoption of California Environmental Quality Act (CEQA) documents for a trail realignment of Phase 2 near Trout Creek to reduce disturbance in environmentally sensitive areas, provide a more direct trail connection, and facilitate partner funding. In January 2017 and March 2017, the Board authorized additional items related to implementation of the Project including agreements for implementation, operation and maintenance, and funding for trail maintenance.

In December 2017, staff informed the Board that several significant challenges jeopardized Project delivery. Project costs rose dramatically due to the thriving economy, limited supply of skilled contractors, and damaging winter of 2017. In addition, DGS procurement and contracting procedures do not meet the specific and complex Caltrans ATP funding requirements. Resolving the inconsistency between DGS and Caltrans procedures would require significant time and resources, further adding to Project costs. To investigate potential solutions to these challenges, staff began discussions with El Dorado County to gauge their interest in leading Project implementation.

El Dorado County has indicated a willingness to assume the leadership role for implementing the Project, and this transition will benefit the public for several reasons. El Dorado County has an intimate understanding of the local community’s needs, as it has recently constructed several complex and similar bike trails within sensitive environments. The County has experience working with Caltrans to implement ATP grants, and its processes are all compliant with ATP requirements. El Dorado County provides extensive in-house design and construction oversight expertise, so is uniquely qualified to efficiently deliver the Project. Because of these reasons, El Dorado County has indicated it can deliver the Project in a timely fashion with over \$1,000,000 in cost savings. Staff has consulted with DGS, Department of Finance, and Caltrans about this transition, and all concur regarding the advantages of El Dorado County taking over Project leadership.

Financing

Staff is recommending a grant award of \$3,182,000 to El Dorado County for final design, permitting, and construction of the Project. This grant total includes \$650,000 in funding from the District and \$1,000,000 that the Board authorized in 2014. Staff is therefore recommending award of \$1,532,000 in previously unauthorized Conservancy funding, which is necessary because Project costs have risen from approximately \$4,000,000 to \$5,500,000.

The Project funding shown below from Caltrans (\$1,928,000) and Tahoe Transportation District (\$390,000) is not part of the recommended grant authorization because those entities will provide the funding directly to El Dorado County. Staff will continue to work with other partners to pursue additional funding for the Project, which if secured, would reduce the Conservancy’s contributions under the recommended grant.

Project Budget

California Tahoe Conservancy	\$2,532,000
Lake Tahoe Community College District	\$650,000
Caltrans ATP	\$1,928,000
Tahoe Transportation District (CMAQ*)	\$390,000
Total	\$5,500,000

*Congestion Mitigation and Air Quality

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 \$3,182,000.

Plans/ specs/ estimate	\$150,000
Construction Management	\$600,000
Direct Construction	\$1,959,000
Monitoring	\$15,000
Contingency (8% of total project)	\$458,000
Total	<u>\$3,182,000</u>

Authority

Consistency with the Conservancy's Enabling Legislation

Implementation of this project is consistent with the Conservancy's enabling legislation. Specifically, Government Code section 66907.7 authorizes the Conservancy to award grants to local public agencies for purposes consistent with its mission. Government Code section 66907.8 authorizes the Conservancy to transfer any real property interest, including through license agreements, to fulfill its mission and promote the State's planning priorities. Government Code section 66907.9 authorizes the Conservancy to initiate, negotiate, and participate in agreements for the management of land under its ownership or control with public agencies or other entities. Government Code section 66908 authorizes the Conservancy to receive grants and other funds from public agencies.

Consistency with the Conservancy's Strategic Plan

The recommended action is consistent with the Strategic Plan because the Project contributes to a more walkable and bike-friendly community (Strategy I.A). The recommended action is also consistent with the Strategic Plan because it would invest in a high priority conservation Environmental Improvement Program (EIP) project (Strategy II). Once implemented, the Project will provide a quality recreation and public access facility that reduces traffic congestion (Strategy II.D.).

Consistency with the Conservancy's Program Guidelines

The recommended action is consistent with the Conservancy's Public Access and Recreation Program Guidelines (2009). The Project increases regionally significant public access and recreational opportunities by implementing a portion of the Lake

Tahoe Bikeway. It will cross barriers and close gaps in the bicycle network to form the major north/south connection in South Lake Tahoe.

Consistency with External Authorities

The recommended action is consistent with the EIP because it facilitates the implementation of EIP project #03.01.02.0087. It also facilitates implementation of Linking Tahoe: Regional Transportation Plan/Sustainable Communities Strategy (2017).

Compliance with the California Environmental Quality Act

On September 15, 2011, the Board adopted the South Tahoe Greenway Shared Use Trail Mitigated Negative Declaration (MND) and Mitigation Monitoring Reporting Program to comply with CEQA. The Board also approved two additional project implementation phases under the 2011 MND: Greenway Phase 1a Project (June 2013), and Greenway Phase 1 and 2 Project (May 2014). On March 17, 2016, the Board adopted an MND supplement that evaluated trail modifications and the proposed land exchange between the Conservancy, the District, and the City for the Greenway Phase 1b and 2 Project.

All potential environmental effects of the current recommended action have been previously analyzed in the MND and the MND supplement. The shift in Project implementation responsibilities to El Dorado County is not a substantial change in the Project, nor will result in any new significant effects.

List of Attachments

- Attachment 1 – Resolution 18-03-03
- Attachment 2 – Project Map

Conservancy Staff Contact

Stuart Roll

stuart.roll@tahoe.ca.gov

ATTACHMENT 1

California Tahoe Conservancy
Resolution
18-03-03
Adopted: March 1, 2018

**SOUTH TAHOE GREENWAY SHARED USE TRAIL PROJECT
PHASE 1b AND 2**

Staff recommends the California Tahoe Conservancy (Conservancy) adopt the following resolution pursuant to Government Code sections 66907.7, 66907.8, 66907.9, and 66908:

“The Conservancy hereby authorizes staff to enter into a memorandum of understanding (MOU) with El Dorado County to transfer South Tahoe Greenway Shared Use Trail Project Phase 1b and 2 implementation responsibilities to El Dorado County; award up to \$3,182,000 for a site improvement grant to El Dorado County; execute or modify all other agreements as necessary to transfer implementation of the Project, including but not limited to license agreements or MOUs with El Dorado County, the City of South Lake Tahoe, and the Lake Tahoe Community College District; and 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 1st day of March, 2018.

In WITNESS THEREOF, I have hereunto set my hand this 1st day of March, 2018.

Patrick Wright
Executive Director

EXHIBIT B

FINANCING PLAN AND PROJECT SCHEDULE

Project: South Tahoe Greenway Shared-Use Trail 1B and 2 Site Improvement Project

Table B1 provides the Project's financing plan , including all revenue sources and expected expenditures.

Table B1 – Project Financing Plan

	ATP	CMAQ	LTCC	Conservancy	Totals
Revenue source	County	County	Conservancy	Conservancy	
Plans/specs, estimate	\$ 250,000	\$ -	\$ -	\$ 150,000	\$ 400,000
R/W Support	\$ -	\$ -	\$ -	\$ -	\$ -
R/W Purchase	\$ -	\$ -	\$ -	\$ -	\$ -
Direct Construction	\$ 1,678,000	\$ 390,000	\$ 650,000	\$ 1,309,000	\$ 4,027,000
Const Mgmt	\$ -	\$ -	\$ -	\$ 600,000	\$ 600,000
Monitoring	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000
Contingency	\$ -	\$ -	\$ -	\$ 458,000	\$ 458,000
totals	\$ 1,928,000	\$ 390,000	\$ 650,000	\$ 2,532,000	\$ 5,500,000

Project Schedule

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

Milestone	Estimated Completion Dates
Conservancy (Executive Director) Approval of Final Plans and Specifications; Monitoring Program	December 2019
Final Permits and Submittals	December 2019
Advertise and Bid	January 2020
Award Contract	April 2020
Begin Construction	May 2020
End Construction	October 2020
Monitoring	October 2020
Closeout	February 2021

Exhibit C

List of Assurances

(For Implementation Grants)

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

1. Grantee possesses legal authority to apply for and receive the grant funds, and to finance and construct the proposed facilities; that where appropriate, a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. Grantee has sufficient funds or commitments for sufficient funds to complete the Project, over and above the portion to be borne by the Conservancy and, when the Project are completed, to assure the effective operation and maintenance of the facility for the purposes of the Conservancy grant.
3. Grantee holds or will obtain sufficient title or interest in the property to enable it to undertake lawful development and construction of the Project. In the case where the Grantee is acquiring an interest in the property as a part of the project development, such title documentation shall be subject to the review of the Executive Director of the Conservancy.
4. Grantee will not dispose of or encumber its title or other interests in the site and facilities except as approved in writing by the Executive Director of the Conservancy for consistency with the purposes of this grant.
5. Grantee will permit the Conservancy's Project Coordinator and any other designated representatives to enter onto the Project sites for the purpose of conducting studies, evaluating the progress of the Project or inspecting the Project sites at reasonable times before, during and after the construction phase of the Project.
6. Except as otherwise provided by law, Grantee will give the Conservancy, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. Grantee ensures that any publications, studies, reports, or brochures which are made possible by or derived in whole or in part from the Project shall acknowledge the assistance of

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

8. Grantee will cause work on the Project to be commenced within a reasonable time after receipt of notification from the Conservancy that funds have been approved, and will carry the improvements to completion with reasonable diligence.

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

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

11. Grantee shall comply with applicable State laws including but not limited to (1) the Public Contract Code, including the State Contract Act (Sections 10100 et seq., the Local Agency Public Construction Act Sections 20100 et seq.; (2) the payment of workers compensation and prevailing wages (Labor Code Section 1720 et seq., including Sections 1771.5 and 1720.4; (3) building and health and safety code and disabled access law; (4) where appropriate, the requirements of the State's Braithwaite Act (Chapter 1574, Statutes of 1971 and related statutes), which provides for fair and equitable treatment of displaced persons; and (5) the applicable requirements of the California Environmental Quality Act.

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

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

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

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

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

14. Grantee maintains a drug-free workplace in accordance with Government Code Section 8355 et seq., by doing all of the following:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of this prohibition;
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the person's or organization's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations.
- (c) Submitting a drug-free workplace certification California State Form STD-21; and
- (d) Requiring that each employee engaged in the performance of the agreement to comply with the certification.

**EXHIBIT D
Request for Disbursement**

**CALIFORNIA TAHOE CONSERVANCY
GRANT PROGRAM INVOICE**

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

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

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

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

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

⑧ Total Amount Due This Invoice

Final Invoice

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

GRANTEE SIGNATURE _____

⑩ **Grantee Project Director or Designated Representative** _____ **Date** _____
By signing this invoice I certify, under penalty of law, that this document and any attachment was prepared by me or under my direction in accordance with the terms and conditions of each Grant Agreement Exhibit and, to the best of my knowledge and belief, is accurate. I certify that any and all fees due to the California Tahoe Conservancy have been paid. I am aware that there are significant penalties for submitting false or misleading information.

FOR STATE USE ONLY

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.

Rev. 2-11-14

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/CONSULT ANT

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

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

Exhibit G
SIGN GUIDELINES
Proposition 12

Authority:

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

Reference Section PRC 5096.309

Purpose:

To inform the public that the 2000 Bond Acts that they voted for are providing public benefits throughout the State and that their Bond dollars are at work and helping make California a better place to live. This message will reinforce the need for additional funding for similar projects.

Universal Logo:

All signs will contain a universal logo that will be equated with the 2000 Bond Act statewide. The logo will be on a template, available through the internet

(www.resources.ca.gov)

Tier I and Tier II:

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

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

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

(Archaeological sites are excluded)

Minimum Requirements: Tier I

The universal logo must be mounted in an area to maximize visibility and durability. The logo must be a minimum of 2’x2’. There is no maximum size. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appreciate. The logo must be posted no later than project completion.

A larger sign that includes the logo, other wording and acknowledgements may be posted. There is no maximum number of signs.

Minimum Requirements: Tier II

Two signs are required per project, one during construction and one upon completion.

Sign while under construction:

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

(Description of Project)

**Another project to improve California's parks
(trails, watersheds, environment, water quality etc.)
funded by the 2000 Parks Bond –**

Edmund G. Brown, Jr., Governor

Recommended size of signs while under construction: minimum of 4.5' x 7.5'.

Project completion Sign

Upon completion of all Tier II projects, a sign will be posted that includes the Bond Logo. The logo on the sign must be a minimum of 2' x 2' and include the following wording:

(Description of Projects)

**Another project to improve California parks
(trails, watersheds, environment, water quality etc.)
funded by the 2000 Parks Bond – (in large font)**

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

Director of State Department

John Laird, Secretary for Natural Resources Agency

Edmund G. Brown, Jr., Governor

The name of the director of the logo agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the project.

Sign Construction:

All material used shall be durable and able to resist the elements and graffiti. State Parks and Cal Trans standards can be used as a guide for gauge of metal, quality of points used, mounting specifications, etc.

Sign Duration:

The goal is to have project signs in place for a lengthy period of time, preferably a minimum of 2 years for Tier I project signs and 4 years minimum for Tier II projects signs.

Sign Cost:

The cost of the sign(s) is an eligible project cost. Application should consider potential replacement cost as well. More durable signage encouraged; e.g. bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings etc.

Appropriateness of Signs:

For projects where the required sign may be out of place (such as some refurbished cultural and historic monuments and buildings), the project officer/grants administrator in consultation with the application may authorize a sign that is tasteful and appropriate to the project in question. Alternate signage must be immediately recognized as a Parks Bond 2000 sign.

Sign on State Highways:

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.