

Tahoe Resource Conservation District

Lake Tahoe Stormwater Compliance Monitoring Services

AGREEMENT FOR SERVICES #6598

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

R E C I T A L S

WHEREAS, County has determined that it is necessary for District to assist its Planning and Building in providing stormwater compliance monitoring services for Lake Tahoe;

WHEREAS, District has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by District are in the public's best interest and that the work requires specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

NOW, THEREFORE, County and District mutually agree as follows:

ARTICLE I

Scope of Work: District is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

District agrees to furnish, at District's own cost and expense, all personnel, subconsultants, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks

that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

District shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. District is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work, issued pursuant to this Agreement, are the responsibility of District unless specifically described as a task or item of work to be provided by County. District shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to District or its employees, agents, associates, representatives, or subconsultants.

Deliverables shall be submitted via electronic file and District shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. District shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XVI, Default, Termination, and Cancellation, herein.

Unless otherwise indicated, receipt of this fully executed Agreement is District's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2022, through June 30, 2027.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay District upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit C marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the purposes of budgeting the Tasks identified in Exhibit A, the maximum allowable billing amounts for each item of work are described in Exhibit D, marked "Cost Estimate,"

incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit D represent the composition of the total not-to-exceed budget for the various Tasks. In the performance of the scope of services to be provided under this Agreement, District may request to reallocate the expenses listed in Exhibit D among the various Scope of Work Tasks and Other Direct Costs identified therein (including subconsultants), subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

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

Subconsultants' services authorized herein shall be invoiced at District's cost, without markup, for the services rendered. Any invoices that include subconsultant services shall be accompanied by backup documentation to substantiate District's costs for the services being billed on those invoices.

The total amount of this Agreement shall not exceed \$250,133, inclusive of all costs, taxes, all work of subconsultants, and expenses.

The hourly rates listed in Exhibit C may be adjusted on an annual basis upon completion of the first twelve (12) consecutive months with thirty (30) days prior written notice from District and prior written approval by County's Contract Administrator. The rate increase shall not exceed five percent (5%) annually. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. District shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect District's charges for the specific services billed on those invoices.

Invoices shall be mailed to County at the following address:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Brendan Ferry
Deputy Director of Tahoe Planning, Stormwater, and VHR

or to such other location as County directs.

In the event that District fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XVI, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: District certifies that as of execution of this Agreement, it is not in default on any unsecured property taxes or other taxes or fees owed by District to County. District agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Progress Reports: District shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, District shall submit progress reports quarterly. District shall prepare the reports in a sufficiently detailed manner for County's Contract Administrator to determine if District is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County shall review the report to ensure that District's services and deliverables adhere to current County requirements applicable to the project as determined by County's Contract Administrator, and District shall modify its work if the County's Contract Administrator determined it is necessary to meet current County requirements applicable to the project. District shall include in a progress report the total number of hours worked by District and any authorized subconsultants; a descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period; and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by District for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VI

Ownership of Data: All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall remain the property of the District, provided that County shall receive a non-exclusive license to use and reuse the professional and technical information. District further agrees to deliver reproducible copies of such documents to County upon completion of the services hereunder.

ARTICLE VII

District's Project Manager: District designates Andrea Buxton, Stormwater Program Manager, as its Project Manager for this Agreement. District's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. District's Project Manager shall be responsible for all matters related to District's personnel, operations and any subconsultants authorized by the County including, but not limited to (1) assigning qualified personnel to perform the

work and to prepare the deliverables required by the Agreement; and (2) reviewing, monitoring, training and directing District's personnel and any subconsultants authorized herein.

ARTICLE VIII

Standards for Work: Standards for Work: Water quality sampling and analysis services provided under this Agreement shall be performed in accordance with, and in full compliance with, the Lake Tahoe Regional Storm Water Monitoring Program (RSWMP) Quality Assurance Project Plan (QAPP 2011).

Water quality samples shall be collected analyzed using a California Environmental Laboratory Accreditation Program (ELAP) certified laboratory or equivalent. All urban stormwater monitoring data shall be stored, managed, and analyzed by the RSWMP Data Management System (DMS) or interim equivalent.

All of District's services and deliverables must adhere to and be in full compliance with Exhibit A and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

District has full responsibility for the accuracy and completeness of the deliverables, reports and such other documents generated by District that may be required for the tasks or items of work assigned. District cannot and does not warrant the accuracy of underlying information provided by County or any third party. Assistance, cooperation and oversight by County or other regulatory agencies will not relieve District of this professional responsibility.

All work must be performed, and work products prepared in a format and manner specified in advance by County and/or other appropriate approving agencies.

ARTICLE IX

Quality Control: District shall have a quality control/quality assurance (QC/QA) plan in effect during the entire time work is being performed under this Agreement. District's QC/QA Plan shall be in accordance with the RSWMP QAPP 2011. Prior to the start of any work, District shall provide County with its QC/QA plan and an outline of the Project-specific QC/QA procedures. District shall identify quality control reviews to ensure compliance with the major deliverables within the Scope of Work for this Agreement.

ARTICLE X

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in District's Project Manager or subconsultants without prior written approval by County's Contract Administrator.

ARTICLE XI

District to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and District, and District may perform similar work or services for others.

ARTICLE XII

Assignment and Delegation: District is engaged by County for its unique qualifications and skills as well as those of its personnel. District shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. County may, at its sole discretion, through its Contract Administrator, authorize District to utilize subconsultants for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables identified therein. Said authorization and approval shall be sought and obtained by District prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized pursuant to this Agreement. District shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to District by the terms of this Agreement and to assume toward District all of the obligations and responsibilities that District, by this Agreement, assumes toward County.

ARTICLE XIII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. District is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. District exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by District. Those persons will be entirely and exclusively under the direction, supervision, and control of District.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which District performs the work or services for accomplishing the results. District understands and agrees that District lacks the authority to bind County or incur any obligations on behalf of County.

District, including any subconsultant or employees of District, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. District shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes District. District shall not be subject to the work schedules or vacation periods that apply to County employees.

District shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that District provides for its employees.

District acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XIV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XV

Audit by California State Auditor: District acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, District shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, subconsultant records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVI

Default, Termination, and Cancellation:

A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and District shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to District, the excess costs to procure from an alternate source.
2. County shall pay District the sum due to District under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due District under this Agreement and the balance, if any, shall be paid to District upon demand.
3. County may require District to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by District in this Agreement proves to have been false or misleading in any respect.
3. District fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of ARTICLE XXIII, Conflict of Interest.

- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of District.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event District ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: Either party may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to District, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon issuance or receipt of a Notice of Termination, District shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination.

ARTICLE XVII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
 Planning and Building Department
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Brendan Ferry
 Deputy Director of Tahoe Planning,
 Stormwater, and VHR

With a copy to:

County of El Dorado
 Chief Administrative Office
 330 Fair Lane
 Placerville, California 95667

Attn.: Michele Weimer
 Procurement and Contracts Manager

or to such other location as County directs.

Notices to District shall be addressed as follows:

Tahoe Resource Conservation District
 870 Emerald Bay Road, Suite 108
 South Lake Tahoe, California 96510

Attn.: Tori Walton
 Director of Finance and Administration

or to such other location as District directs.

ARTICLE XVIII

Change of Address: In the event of a change in address for District's principal place of business, District's Agent for Service of Process, or Notices to District, District shall notify County in writing as provided in ARTICLE XVII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XIX

Indemnity: Each party shall indemnify, defend, and hold harmless the other party, its officers, employees, and agents against, and will hold and save them and each of them, harmless from any and all actions, claims, penalties, obligations, liabilities, or damages that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with its performance of this Agreement. The indemnifying Party will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations, or liabilities and will pay all costs and expenses, including attorney's fees, with an attorney of the other Party's own choosing, incurred in connection therewith. The indemnifying Party will promptly pay any judgment rendered against the indemnifying Party and/or the other Party covering such claims, damages, penalties, obligations, and liabilities. In the event the other Party is made a party to any action or proceeding filed or prosecuted against the indemnifying Party for such damages or other claims arising out of or in connection with the Agreement, the indemnifying Party agrees to pay to the other Party any and all costs and expenses incurred by the other Party in such actions or proceedings, together with reasonable attorneys' fees for an attorney of the other Party's own choosing.

ARTICLE XX

Insurance: District shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that District maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of District 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 and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by District in performance of the Agreement.
- D. In the event District is a licensed professional or professional District and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. District shall furnish a certificate of insurance satisfactory to County's 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 County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. District 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 Agreement, District agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and District agrees that no work or services shall be performed prior to the giving of such approval. In the event District fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. District's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of District's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or District 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 County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. District's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event District cannot provide an occurrence policy, District shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) 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 County's Risk Management Division as essential for protection of County.
- P. District shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XXI

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for District and performing work for County and who are considered to be District within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform

work pursuant to this Agreement are Districts within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

District covenants that during the term of this Agreement neither it, or any officer or employee of District, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If District becomes aware of a conflict of interest related to this Agreement, District shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XVI, Default, Termination, or Cancellation.

ARTICLE XXIV

Nondiscrimination:

- A. County may require District's services on projects involving funding from various state and/or federal agencies, and as a consequence, District and its subconsultants, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: District and its employees, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; District and its subconsultants shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. District and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, District shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

C. District's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXV

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVI

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. District warrants and represents that it and any of its subconsultants employed under this Agreement shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVII

Licenses: District hereby represents and warrants that District and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for District and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. District and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Brendan Ferry, Deputy Director of Tahoe Planning, Stormwater, and VHR, or successor.

ARTICLE XXX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXII

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIV

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- TAHOE RESOURCE CONSERVATION DISTRICT --

By: _____

Dated: _____

Carl Ribaldo
President
"District"

Tahoe Resource Conservation District

Exhibit A

Scope of Work

District shall assist County with providing continuous stormwater monitoring and reporting services for the Regional Stormwater Monitoring Program (Project) for the Lake Tahoe Basin in order to fulfill the regulatory requirements of the California National Pollutant Discharge Elimination System (NPDES) permits issued by the Lahontan Regional Water Quality Control Board to the City of South Lake Tahoe, El Dorado County, Placer County, the California Department of Transportation (Caltrans), and the Nevada Interlocal Agreements (ILAs) between the Nevada Division of Environmental Protection and Washoe County, Douglas County, and the Nevada Department of Transportation for the 2022-2027 term. All data shall be collected in a manner consistent with Regional Stormwater Monitoring Program (RSWMP) protocols as outlined the in RSWMP Framework and Implementation Guidance document (FIG).

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

Long-term urban stormwater runoff monitoring is meant to estimate the total pollutant loads at each respective catchment outfall and document how those loads change with the implementation of improvements in the catchment over time. The BMP sites are used to assess the effectiveness of the chosen BMP in providing stormwater treatment to reduce nutrient and sediment loads. The Project shall be considered a success if the requirements outlined in the monitoring section of the jurisdictional permits/ILAs are met to the satisfaction of the respective regulatory agency.

District shall complete the tasks detailed below in accordance with the terms and conditions of the Agreement, including the reporting and deliverable requirements.

Task 1: Administration

This task includes operations necessary to support staff and facilities for the term of the Project and management duties related to executing the Project including progress reporting, invoicing, and contract administration.

District shall provide the technical and administrative services needed to complete the tasks in this Scope of Work and ensure it is completed within budget and on schedule. In accordance with ARTICLE V, Progress Reports, of this Agreement, quarterly

progress reports shall be provided on the thirtieth (30th) of the month following the end of the quarter to document that contract requirements are being met. District shall submit quarterly invoices linked with Project activities. Expenses for Project work shall be contained on the invoices. Appropriate back-up documentation for itemized expenses shall also be provided.

Deliverables

- Quarterly progress reports
- Quarterly invoices

Task 2: Stormwater Monitoring

This task includes Project management, staff coordination, site management, stormwater monitoring, assistance with Tahoe Total Maximum Daily Load (TMDL) compliance and/or planning, and analysis and reporting of collected data.

Project management duties shall include communication and meetings with partnering jurisdictions and regulatory agencies, and coordination of efficient and effective completion of monitoring activities and site maintenance, including with subconsultants where necessary.

Urban stormwater runoff monitoring shall be conducted at least six (6) catchment outfall sites and at least two (2) Best Management Practices (BMP) sites using automated samplers. The catchment outfall sites that have previously been monitored include Lakeshore (LS), Incline Village (IV), Speedboat (SB), Tahoe City (TC), Tahoma (TA), Tahoe Valley (TV), Upper Truckee (UT), and Pasadena (PO) (Exhibit B). The BMP sites include Pasadena (PI/PO), Rubicon (RI/RO), SR431 (JI/JO/CI/CO) and Elk's Club (Figure 1). Representatives to the Implementers' Monitoring Program (IMP) may adjust these sites prior to the commencement of a given water year in coordination with District.

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

Discrete water quality samples shall be composited using a flow weighted method and analyzed for the Lake Tahoe pollutants of concern: Fine Sediment Particles (FSP < 16 µm), Total Phosphorus (TP), and Total Nitrogen (TN).

Quality Control measures presented in the RSWMP Quality Assurance Project Plan (QAPP 2011) shall be incorporated into the standard operating procedures for stormwater

monitoring and sample analysis, which includes collection of control samples at no less than the recommended rate of ten percent (10%).

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

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

Deliverables

- Draft Annual Stormwater Monitoring Report compliant with permit/ILAs 30 days before submittal to applicable regulatory agency
- Final Annual Stormwater Monitoring Report by due date to applicable regulatory agency

Task 3: Professional Services

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

Flow-weighted sample composites shall be delivered to analytical labs capable of performing the required analyses. Samples shall be analyzed for five (5) analytes:

- Total Suspended Sediment (TSS) and Particle Size Distribution (PSD) (required for calculation of FSP)
- Total Phosphorus (TP)
- Total Kjeldahl Nitrogen (TKN) and Nitrate+Nitrite (NO_3+NO_2) (required for calculation of TN)

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

Deliverables

- Raw data generated from the seven (7) monitoring sites (upon request) including:
 - Continuous flow
 - Continuous turbidity
 - Analytical results
 - Continuous meteorological data

Tahoe Resource Conservation District

Exhibit B

Stormwater Monitoring Sites

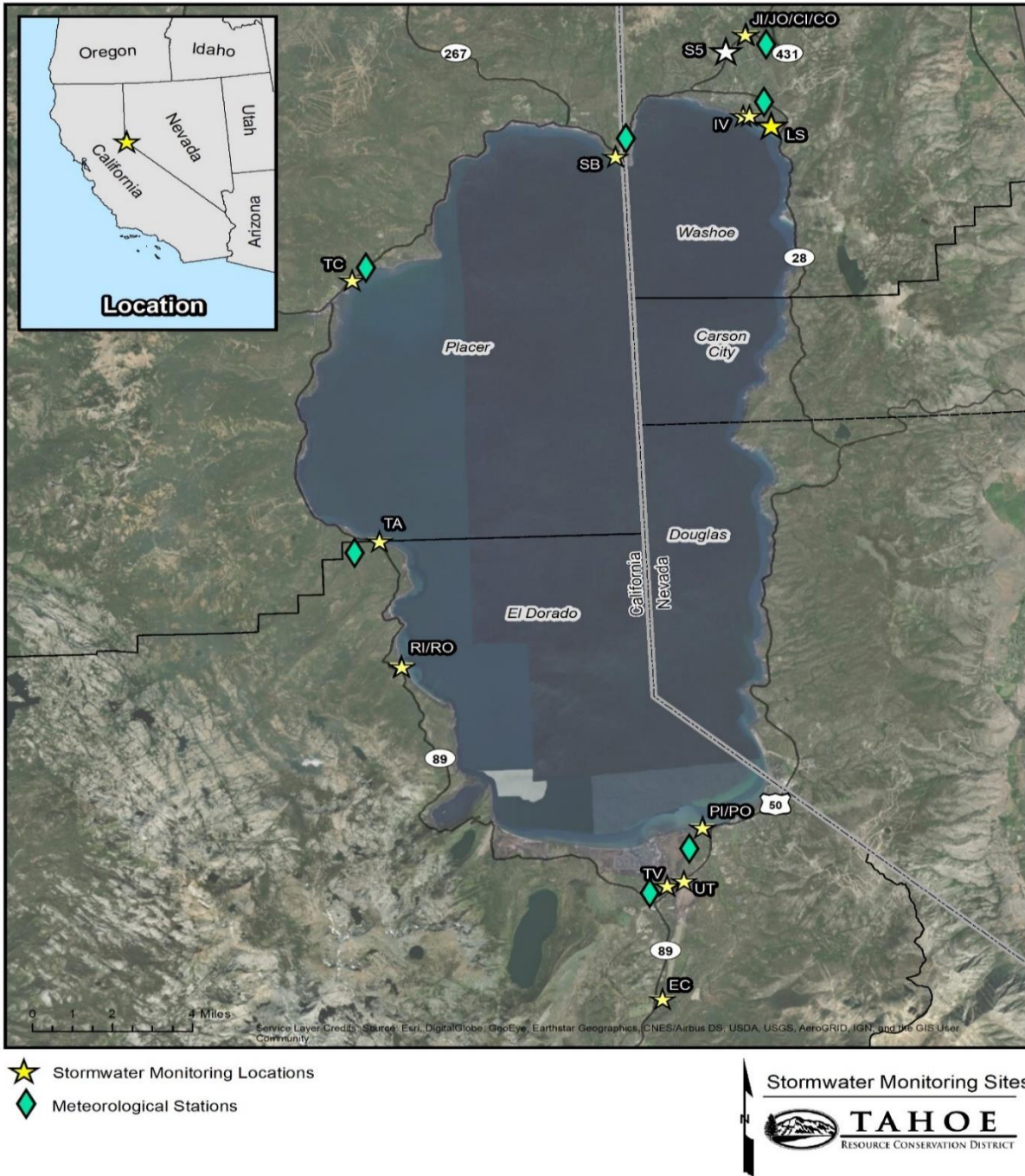


Figure 1: Network of stormwater monitoring sites. JI/JO/CI/CO: SR431, IV: Incline Village, LS: Lakeshore, SB: Speedboat, TC: Tahoe City, TA: Tahoma, TV: Tahoe Valley, UT: Upper Truckee, EC: Elk's Club, and PO: Pasadena.

Tahoe Resource Conservation District

Exhibit C

Rate Schedule

Program Staff Rates:

Classification:	Hourly Min:	Hourly Max:
Program Director	\$41.13	\$71.85
Program Manager	\$37.39	\$66.71
Specialist	\$34.87	\$62.55
Coordinator	\$25.56	\$47.15
Assistant	\$23.24	\$45.19
Environmental Technician III	\$25.00	\$45.24
Environmental Technician II	\$18.00	\$39.55
Environmental Technician I	\$14.40	\$29.81

Administrative Staff Rates:

Classification:	Hourly Min:	Hourly Max:
Executive Director	\$46.98	\$83.88
Director of Finance and Administration	\$41.13	\$71.85
Grant Manager/Human Resources Manager	\$37.39	\$66.71
Bookkeeper/Office Coordinator	\$25.56	\$47.15

Other direct costs, materials, printing, and outside services shall be invoiced in accordance with ARTICLE III, Compensation for Services.

District may submit written requests to change this Rate Schedule to County's Contract Administrator in accordance with ARTICLE III, Compensation for Services.

Tahoe Resource Conservation District

Exhibit D

Cost Estimate

All of District's services shall be in accordance with the following cost estimates.

Task / Description	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/27
Task 1: Administration	\$5,305.00	\$9,557.00	\$10,143.00	\$10,766.00	\$11,427.00
Task 1 Subtotal	\$5,305.00	\$9,557.00	\$10,143.00	\$10,766.00	\$11,427.00
Task 2: Stormwater Monitoring					
Program oversight/management	\$1,465.00	\$1,539.00	\$1,616.00	\$1,697.00	\$1,782.00
Project planning, management, data collection, analysis, reporting, SRP	\$10,836.00	\$11,595.00	\$12,407.00	\$13,276.00	\$14,206.00
Data Collection, management, analysis, reporting	\$5,857.00	\$6,267.00	\$6,706.00	\$7,176.00	\$7,679.00
Stormwater monitoring equipment insurance	\$220.00	\$231.00	\$243.00	\$256.00	\$269.00
Wireless service for DMS	\$586.00	\$616.00	\$647.00	\$680.00	\$714.00
Site visits (mileage, vehicle fees, transportation)*	\$293.00	\$308.00	\$324.00	\$341.00	\$359.00
Monitoring equipment, supplies, maintenance, repairs, shipping**	\$3,222.00	\$3,448.00	\$3,690.00	\$3,949.00	\$4,226.00
Task 2 Subtotal	\$22,479.00	\$24,004.00	\$25,633.00	\$27,375.00	\$29,235.00
Task 3: Professional Services (subconsultants)					
Data Collection (NTCD)	\$732.00	\$769.00	\$808.00	\$849.00	\$892.00
Data Management System (DRI)	\$2,562.50	\$2,691.00	\$2,826.00	\$2,968.00	\$3,117.00
Data Management System (Geosyntec)	\$2,562.50	\$3,383.00	\$3,553.00	\$3,731.00	\$3,918.00
Data Management System (UC Davis)	\$5,418.00	\$5,689.00	\$5,974.00	\$6,273.00	\$6,587.00
Total and dissolved nutrient analysis (HSWL)	\$1,611.00	\$1,692.00	\$1,777.00	\$1,866.00	\$1,960.00
Task 3 Subtotal	\$12,886.00	\$14,224.00	\$14,938.00	\$15,687.00	\$16,474.00
Total Costs/Year	\$40,670.00	\$47,785.00	\$50,714.00	\$53,828.00	\$57,136.00
Total 5 Year Cost	\$250,133.00				

*Stormwater Monitoring-Site Visits listed herein include all mileage reimbursements.

** Stormwater Monitoring-Supplies listed herein include all other direct costs.

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