

Tahoe Resource Conservation District

Lake Tahoe Stormwater Compliance Monitoring Services

AGREEMENT FOR SERVICES #102-S1710

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 duly qualified to conduct business in the State of California, whose principal place of business is 870 Emerald Bay Road, Suite 108, South Lake Tahoe, California 96150 (hereinafter referred to as "District");

RECITALS

WHEREAS, County has determined that it is necessary for District to assist its Community Development Agency 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 required hereunder, and County has determined to rely upon such 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 these services are more economically and feasibly performed by District as well as authorized by 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 Services: District agrees to furnish personnel, subconsultants, materials, and sampling equipment necessary to provide stormwater monitoring services, technical assistance, stormwater sampling, laboratory reporting oversight, data analysis, and other services as necessary in the monitoring site network related to the Lake Tahoe Stormwater Compliance Monitoring Project (Project). Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

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.

If a submittal or deliverable is required to be an electronic file, District shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in 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. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVII, Default, Termination, and Cancellation, herein.

All of the services included in this Article and Exhibit A are the responsibility of District, unless specifically described as a task or item of work to be provided by County.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of January 1, 2017 through December 31, 2018.

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 thirty (30) 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 B, marked "Rate Schedule," incorporated herein and made by reference a part hereof. In accordance with Exhibit B, District shall be allowed to invoice County with administrative costs at a markup not to exceed fifteen and twenty-six one-hundredths percent (15.26%). Other direct costs including special reproductions, delivery charges, postage, parking and other outside services authorized herein, shall be invoiced in accordance with Exhibit B, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate District's costs for the services being billed on those invoices.

For the purposes of budgeting the Tasks identified in Exhibit A, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C 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 C among the various Scope of Work Tasks and Other Direct Costs identified therein (not 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.

Reimbursement for mileage expenses for District, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for District. All travel costs (i.e., overnight lodging, meals, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by District.

The total amount of this Agreement shall not exceed \$43,833, inclusive of all costs and expenses.

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 VII, 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
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Cindy Johnson
Administrative Technician

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 XVII, 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

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 VI

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 VII

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. District shall submit quarterly progress reports within thirty (30) days following the end of each three (3) month quarter. The reports shall be sufficiently detailed for County's Contract Administrator to determine if District is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that District's work meets a level of acceptability as determined by County's Contract Administrator, and District shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Progress reports shall include the total number of hours worked by District and any authorized subconsultants and shall include 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 VIII

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 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. County agrees to indemnify and hold District harmless from any claim arising out of reuse of the information for other than this Project.

ARTICLE IX

District's Project Manager: District designates Ellery Stahler, Director of Programs, 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 endeavor to 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 and operations including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the Agreement; and (2) reviewing, monitoring, training and directing District's personnel.

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.

ARTICLE XI

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.

ARTICLE XII

Independent Contractor/Liability: 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, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

District shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. 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.

ARTICLE XIII

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 XIV

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 and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XV

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. 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.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of District.
- C. **Ceasing Performance:** County may terminate this Agreement 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 upon seven (7) calendar days' written notice to the other party without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination, and for such other services which County may agree to in writing as 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 XVI

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
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Brendan Ferry
Principal Planner
Long Range Planning Division

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

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 96150

Attn.: Tori Walton, Grant Manager

or to such other location as District directs.

ARTICLE XVII

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 XVIII, 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 XVIII

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 shall 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 shall promptly pay any judgement 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 attorney's fees for an attorney of the other Party's own choosing.

ARTICLE XIX

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 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 as respects 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 as respects 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.

ARTICLE XX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by District under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXI

Interest of District: District covenants that District presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement, except for the Agreements with the other participating jurisdictions associated with this Project or any other federal, state, or local funding agreement related to the Project; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. District further covenants that in the performance of this Agreement no person having any such interest shall be employed by District.

ARTICLE XXII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. District attests that it has no current business or financial relationship with any County employee(s) that would constitute an illegal conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during

the term of this Agreement. County represents that it is unaware of any illegal financial or economic interest of any public officer or employee of District relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XVII, Default, Termination, and Cancellation, herein.

ARTICLE XXIII

Nondiscrimination:

- A. County may require District's services on projects involving funding from various state and/or federal agencies, and as a consequence, District 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 and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; District 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 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations 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 Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXIV

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 XXV

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 XXVI

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 XXVII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Brendan Ferry, Principal Planner, Long Range Planning Division, Community Development Agency, or successor.

ARTICLE XXVIII

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 XXIX

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

ARTICLE XXX

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 XXXI

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 XXXII

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.

Requesting Contract Administrator Concurrence:

By: 
Brendan Ferry, Principal Planner
Long Range Planning Division
Community Development Agency


Dated: 11/8/2016

Requesting Division Concurrence:

By: 
Shawna Purvines
Interim Assistant Director
Long Range Planning Division
Community Development Agency

Dated: 11/08/2016

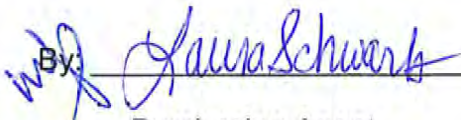
Requesting Department Concurrence:

By: 
ROGER NIELLO, INTERIM
Director
Community Development Agency

Dated: 11/8/2016

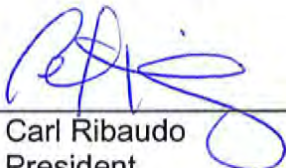
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By:  _____
Purchasing Agent
Chief Administrative Office
"County"

Dated: 11-16-16

--TAHOE RESOURCE CONSERVATION DISTRICT--

By:  _____
Carl Ribaud
President
"District"

Dated: 3 Nov 2016

Tahoe Resource Conservation District

Exhibit A

Scope of Work

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

Project Background

Lake Tahoe is an oligotrophic alpine lake located on the California-Nevada border that was designated an Outstanding National Resource Water in 1980. This status affords it with the highest level of protection under the Clean Water Act (CWA) of 1972 and allows for no degradation. Regular monitoring of the lake's deep water transparency began in the 1960's and has shown a significant decline since then, from over one hundred (100) feet of clarity to about seventy (70) feet at present. Since Lake Tahoe is allowed no degradation, it qualifies as an impaired water body, and section 303(d) of the CWA mandates that a Total Maximum Daily Load (TMDL) be developed.

The Lake Tahoe TMDL identifies the primary types and sources of pollutants, establishes a deep water transparency standard, and lays out a timeline to meet the standard. The transparency standard has been set to 29.7 meters (97.4 feet), the annual average Secchi depth measured between 1967 and 1971. To achieve this standard, it is estimated that fine sediment particles, phosphorus, and nitrogen loads must be reduced by 65 percent, 35 percent, and 10 percent, respectively.

A pollutant source analysis conducted by the Lahontan Regional Water Quality Control Board (Water Board) and Nevada Division of Environmental Protection (NDEP) identified urban runoff, atmospheric deposition, forested upland runoff, and stream channel erosion as the primary sources of fine sediment particle, phosphorus, and nitrogen loads to Lake Tahoe. The largest source of fine sediment particles to Lake Tahoe is urban stormwater runoff, comprising 72 percent of the total fine sediment particle load. Therefore, the urbanized area provides the greatest opportunity to reduce pollutant loading to the lake (Lake Tahoe TMDL 2011).

Based on the pollutant source analysis, it was determined that County is one (1) of the seven (7) jurisdictions in the Tahoe Basin that discharges urban stormwater runoff to Lake Tahoe. Therefore, each jurisdiction, including County, was issued a National Pollutant Discharge Elimination System permit (permit) by the Water Board in August 2011, and the Nevada jurisdictions entered into Inter-local Agreements (ILAs) with NDEP shortly after, that required them to reduce pollutant loads to Lake Tahoe from urbanized areas within their jurisdictions. The permits and ILAs encouraged the jurisdictions to work collaboratively to fulfill the regulatory requirements. The seven (7) jurisdictions have since then partnered together to form the Implementers' Monitoring Program (IMP), a coordinated effort for implementing capital improvement projects and improving management actions to reduce pollutant loads to Lake Tahoe to meet the TMDL standard.

The IMP was also formed to collaboratively fulfill regulatory requirements mandated by the permit and ILAs. Monitoring of urban stormwater runoff is a requirement in the first permit/ILA term and is expected to remain a requirement in the second term. Though the specific conditions of the next term permits/ILAs have yet to be determined, urban stormwater runoff monitoring is expected to continue in Water Year (WY) 2017, beginning October 1, 2016. Assumptions regarding the possible monitoring requirements are outlined below.

Two (2) grants that were awarded to District through the Southern Nevada Public Land Management Act (SNPLMA) in 2013 and Proposition 84 in 2014, have funded three (3) years of stormwater monitoring under the current term of the permit/ILAs. The Proposition 84 grant expires at the end of March 2017, with monitoring activities ending January 2017. The SNPLMA grant expires at the end of December 2016.

To ensure the continuation of the collaborative and regional compliance monitoring model, District proposes to enter into Agreements with six (6) of the participating jurisdictions. The scope of work below details the specific Tasks to continue urban stormwater runoff compliance monitoring at the network of monitoring sites established in the first permit/ILA term. In addition to monitoring, District also proposes TMDL Tools assistance to achieve cost efficiencies among the jurisdiction partners.

Assumptions

The Lake Tahoe RSWMP was launched in March 2015 with the approval of the RSWMP Framework and Implementation Guidance Document (FIG) by the California State Water Resources Control Board. The FIG outlined an efficient and effective regional stormwater monitoring program including program structure and objectives, cost and funding opportunities, and data collection, management, analysis, and reporting methods. The primary objective of RSWMP is to establish a coordinated network of long-term monitoring sites for collecting reliable information on urban stormwater runoff to track pollutant load reduction progress under the Lake Tahoe TMDL. These sites provide critical information related to changes in stormwater quality status and trends in response to implementing water quality improvement projects and improved management actions in urban catchments.

Though regulatory compliance monitoring preceded the establishment of RSWMP, the primary RSWMP objective was developed with input from the Water Board in regards to long-term TMDL needs. Therefore, the Scope of Work below and the Cost Estimate assume the regulatory requirements for urban stormwater monitoring beginning water year 2017 shall closely align with the status and trends objective defined in the RSWMP FIG.

District assumes that the future permits/ILAs shall require a collaborative, Basin-wide monitoring effort that includes sample collection, data management and analysis, and reporting. Although each jurisdiction shall be separately regulated, District assumes that one (1) annual comprehensive stormwater monitoring report shall meet the compliance needs of all six (6) participating jurisdictions.

Schedule and Deliverables:

District shall submit all deliverables in accordance with ARTICLE I, Scope of Services, of this Agreement. Unless otherwise agreed upon by County and District, all draft deliverables shall be submitted in MS Word and PDF format, and all final deliverables shall be submitted in PDF format. 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.

Scope of Work**Task 1 – Administration**

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

District shall provide technical and administrative services needed to complete the Tasks identified in the Scope of Work and ensure the Project is completed within budget and on schedule. In accordance with ARTICLE VII, Progress Reports, of the Agreement, quarterly progress reports shall be submitted to County by the 30th of the month following the end of the quarter to document Project progress and ensure requirements are being met. District shall submit monthly invoices linked with Project activities and the invoices shall include any applicable Project expenses incurred and appropriate backup documentation for itemized expenses. All administrative costs will be invoiced at a fifteen and twenty-six one-hundredths percent (15.26%) markup for the duration of the Agreement.

Deliverables:

- Progress Reports.
- Invoices.

Schedule:

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

Task 2 – Program Planning, Staff Coordination, and Site Management

District shall provide all Project management duties including, but not limited to, communications and meetings with County, other partnering jurisdictions, and applicable regulatory agencies for the duration of the Agreement. District shall also provide coordination of efficient and effective completion of monitoring activities and site maintenance, including subconsultants, if any.

Task 3 – Stormwater Monitoring

District shall conduct urban stormwater runoff monitoring services at six (6) catchment outfall sites using automated samplers. The six (6) predetermined sites, as previously monitored, shall include Incline Village (IV), Speedboat (SB), Tahoma (TA), Tahoe Valley (TV), Upper Truckee (UT), and Pasadena (PA) and are further shown in Attachment A, Monitoring Site Network.

District shall collect continuous discharge, turbidity, precipitation, and temperature data at all six (6) sites. 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 (10) to twelve (12) events per year distributed across all seasons. The ten (10) to twelve (12) events sampling frequency is recommended to generate sufficient samples each year from each site to provide statistically defensible average annual load estimates.

Discrete water quality samples shall be composited using a flow-weighted method and analyzed for the Lake Tahoe pollutants of concern, including but not limited to, Fine Sediment Particles (FSP < 16 µm) Total Phosphorus (TP), and Total Nitrogen (TN). District shall also include an analysis of the constituents Orthophosphate (OP) and Dissolved Inorganic Nitrogen (DIN) as these shall likely be required for next permit/ILA term.

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

All urban stormwater monitoring data shall be stored, managed, and analyzed by the RSWMP DMS. The DMS shall enable remote access to the monitoring sites and be fully integrated, taking data from the point of collection through to reporting. The DMS shall perform statistical analyses through preset routines, and report status and trends consistently according to preset templates. These features are anticipated to reduce District's time and limit the introduction of human error. The urban stormwater monitoring data shall be used for the completion of Task 5 below.

Task 4 – Professional Services

District shall assure proper site maintenance, equipment installation and repairs as needed, and all other activities associated with keeping monitoring sites functioning effectively.

Task 5 – Sample Analysis

District shall deliver flow-weighted sample composites to analytical labs capable of performing the required analysis. Water quality samples shall be analyzed for the following proposed seven (7) analytes:

- Total Suspended Sediment (TSS) and Particle Size Distribution (PSD), as required for the calculation of FSP;
- TP;
- Total Kjeldahl Nitrogen (TKN) and Nitrate+Nitrite (NO₃+NO₂), as required for the calculation of TN;
- OP; and
- Ammonium (NH₄) with NO₃+NO₂, as required for the calculation of DIN.

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

Deliverables:

- Raw data generated from the six (6) monitoring sites (upon request) including continuous flow, continuous turbidity, analytical results, and continuous meteorological data.

Schedule:

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

Task 6 – Reporting

District shall compile sampling and analysis results, and prepare draft and final versions of an Annual Stormwater Monitoring Report (Report) in accordance with permit/ILAs requirements. The Draft Report shall utilize the pre-approved reporting templates housed in the DMS and shall be submitted to County for review and comment. Upon County's approval, District shall prepare the Final Report, incorporating any changes as necessary and submit the Final Report to County. County will be responsible for submitting the Final Report to any applicable regulatory agencies.

Deliverables:

- Draft Report.
- Final Report.

Schedule:

- The Draft Report shall be submitted to County for review and comment within thirty (30) days of County's timeline to submit to applicable regulatory agencies.
- The Final Report shall be submitted to County within one (1) week of receipt of County's comments.

Task 7 – TMDL Tools Assistance

District shall provide assistance to County with planning and compliance for the Lake Tahoe TMDL including, but not limited to, Pollutant Load Reduction Model (PLRM) modeling, Road Rapid Assessment Methodology (RAM) measurements and support, catchment registration and support, and other pollutant load reduction strategies as requested by County's Contract Administrator. Work under this task may be expanded to include evaluation of other pollutant load reduction strategies as these metrics are developed. District shall coordinate with County's Contract Administrator to determine the specific additional pollutant control strategies to be used for planning and compliance.

Deliverables:

- Planning and/or compliance PLRM modeling results.
- RAM measurement results.
- Catchment registration assistance, as requested.
- Other pollutant control strategies, as requested.

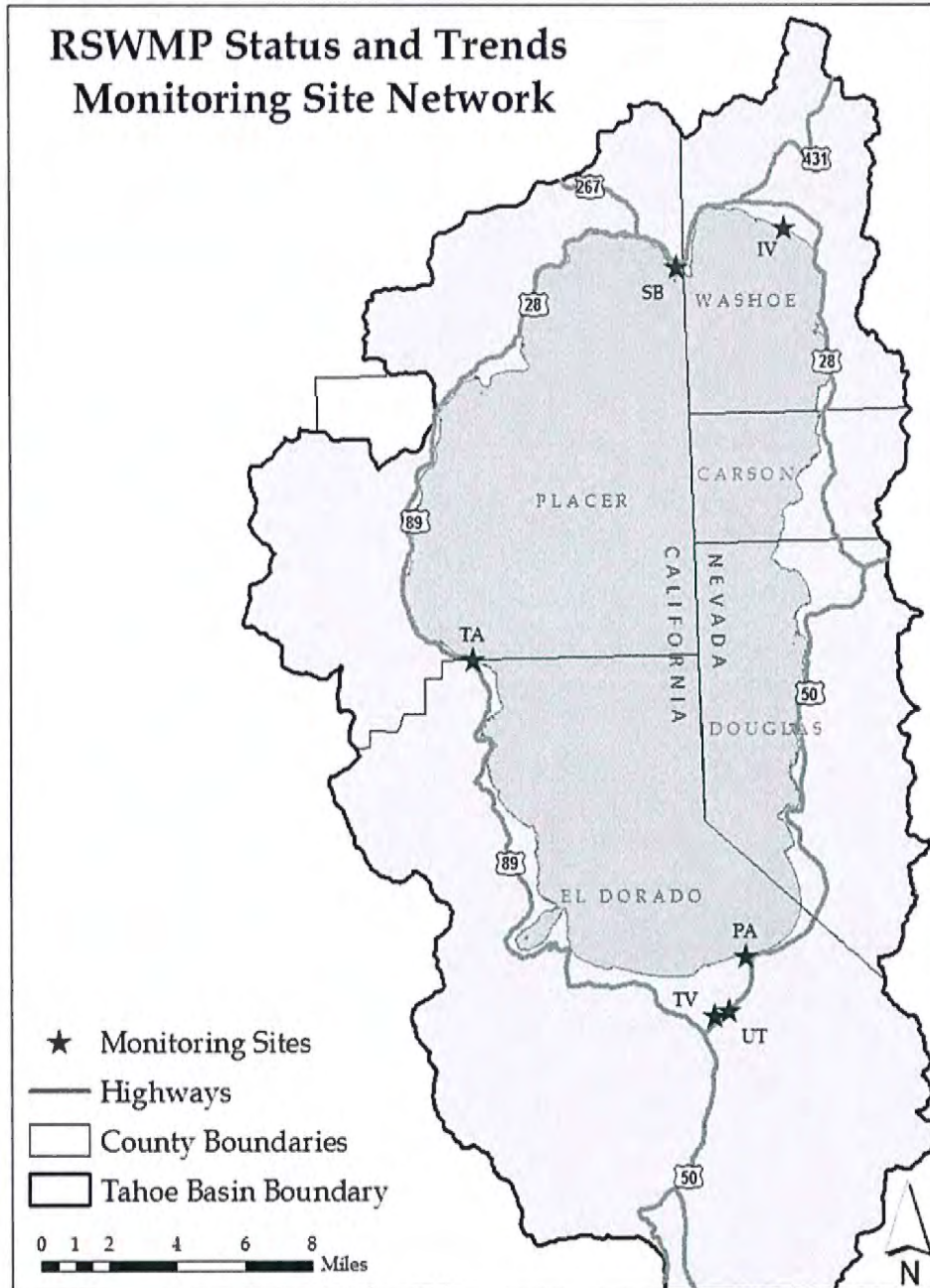
Schedule:

- District shall submit the above TMDL results and provide catchment registration assistance to County at a mutually agreeable time to be determined once the Project has been started.

Tahoe Resource Conservation District

Attachment A

Monitoring Site Network



IV: Incline Village, SB: Speedboat, TA: Tahoma, TV: Tahoe Valley, UT: Upper Truckee/Hwy 50, and PA: Pasadena.

Tahoe Resource Conservation District

Exhibit B

Rate Schedule

Labor Rates:

Director of Programs	\$ 46.00 / hour
Environmental Scientist III	\$ 42.00 / hour
Environmental Scientist II	\$ 34.00 / hour
Environmental Scientist I	\$ 26.00 / hour

Expenditures:

Other Direct Costs - Monitoring equipment, supplies, maintenance, and repairs	\$ 3,333.00
Administrative Costs (15.26%)	\$ 5,717.00

Mileage Reimbursement

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

Other Direct Costs Markup

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

Tahoe Resource Conservation District

Exhibit C

Cost Estimate

Task	Description	Cost
Task 1	Administration	\$ 5,717.00
Task 2	Program Planning, Staff Coordination, and Site Management	\$ 7,200.00
Task 3	Stormwater Monitoring	\$ 12,516.00
Task 4	Professional Services	\$ 1,467.00
Task 5	Sample Analysis	\$ 8,300.00
Task 6	Reporting	\$ 2,350.00
Task 7	TMDL Tools Assistance	\$ 2,950.00
	District Total	\$ 40,500.00
	District Other Direct Costs	\$ 3,333.00
	Total Project Cost Estimate	\$ 43,833.00

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

ORIGINAL

Tahoe Resource Conservation District

FENIX #214

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #102-S1710

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

RECITALS

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

WHEREAS, the parties hereto desire to amend the Agreement to replace the references to Community Development Agency with Community Development Services throughout the Agreement;

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

WHEREAS, the parties hereto desire to amend the Agreement to include a new rate schedule, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B**;

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

- I. All references to Community Development Agency throughout the Agreement are substituted with Community Development Services.
- II. All References to Exhibit A, marked "Scope of Work" throughout the Agreement are substituted with Amended Exhibit A, marked "Amended Scope of Work."
- III. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

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 thirty (30) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the period beginning November 16, 2016, the effective date of the Agreement and continuing through the day before the effective date of the First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof. In accordance with Exhibit B, District shall be allowed to invoice County with administrative costs at a markup not to exceed fifteen and twenty-six one-hundredths percent (15.26%). Other direct costs including special reproductions, delivery charges, postage, parking and other outside services authorized herein, shall be invoiced in accordance with Exhibit B, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate District's costs for the services being billed on those invoices.

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

For the purposes of budgeting the Tasks identified in Exhibit A, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C 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 C among the various Scope of Work Tasks and Other Direct Costs identified therein (not 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.

Reimbursement for mileage expenses for District, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no

markups allowed on mileage rates for District. All travel costs (i.e., overnight lodging, meals, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by District.

The total amount of this Agreement shall not exceed \$43,833, inclusive of all costs and expenses.

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 VII, 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
Community Development Services
Administration and Finance
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

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 XVII, Default, Termination, and Cancellation, herein.

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

Requesting Contract Administrator Concurrence:

By: Brendan Ferry

Brendan Ferry, Principal Planner
Community Development Services
Planning and Building Department
Long Range Planning

Dated: 7/10/2018

Requesting Department Concurrence:

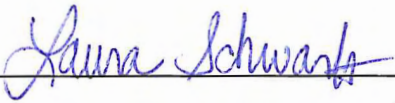

By: Roger Trout

Roger Trout, Director
Community Development Services
Planning and Building Department

Dated: 4-9-18

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

--COUNTY OF EL DORADO--

By: 


Dated: 4-12-18

Purchasing Agent
Chief Administrative Office
"County"

--TAHOE RESOURCE CONSERVATION DISTRICT--

By: 

Dated: 5 April 2018

Carl Ribaud
President
"District"

Tahoe Resource Conservation District

Amended Exhibit A

Scope of Work

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

Project Background

Lake Tahoe is an oligotrophic alpine lake located on the California-Nevada border that was designated an Outstanding National Resource Water in 1980. This status affords it with the highest level of protection under the Clean Water Act (CWA) of 1972 and allows for no degradation. Regular monitoring of the lake's deep water transparency began in the 1960's and has shown a significant decline since then, from over one hundred (100) feet of clarity to about seventy (70) feet at present. Since Lake Tahoe is allowed no degradation, it qualifies as an impaired water body, and section 303(d) of the CWA mandates that a Total Maximum Daily Load (TMDL) be developed.

The Lake Tahoe TMDL identifies the primary types and sources of pollutants, establishes a deep water transparency standard, and lays out a timeline to meet the standard. The transparency standard has been set to 29.7 meters (97.4 feet), the annual average Secchi depth measured between 1967 and 1971. To achieve this standard, it is estimated that fine sediment particles, phosphorus, and nitrogen loads must be reduced by 65 percent, 35 percent, and 10 percent, respectively.

A pollutant source analysis conducted by the Lahontan Regional Water Quality Control Board (Water Board) and Nevada Division of Environmental Protection (NDEP) identified urban runoff, atmospheric deposition, forested upland runoff, and stream channel erosion as the primary sources of fine sediment particle, phosphorus, and nitrogen loads to Lake Tahoe. The largest source of fine sediment particles to Lake Tahoe is urban stormwater runoff, comprising 72 percent of the total fine sediment particle load. Therefore, the urbanized area provides the greatest opportunity to reduce pollutant loading to the lake (Lake Tahoe TMDL 2011).

Based on the pollutant source analysis, it was determined that County is one (1) of the seven (7) jurisdictions in the Tahoe Basin that discharges urban stormwater runoff to Lake Tahoe. Therefore, each jurisdiction, including County, was issued a National Pollutant Discharge Elimination System permit (permit) by the Water Board in August 2011, and the Nevada jurisdictions entered into Inter-local Agreements (ILAs) with NDEP shortly after, that required them to reduce pollutant loads to Lake Tahoe from urbanized areas within their jurisdictions. The permits and ILAs encouraged the jurisdictions to work collaboratively to fulfill the regulatory requirements. The seven (7) jurisdictions have since then partnered together to form the Implementers' Monitoring Program (IMP), a coordinated effort for implementing capital improvement projects and improving management actions to reduce pollutant loads to Lake Tahoe to meet the TMDL standard.

The IMP was also formed to collaboratively fulfill regulatory requirements mandated by the permit and ILAs. Monitoring of urban stormwater runoff is a requirement in the first permit/ILA term and is expected to remain a requirement in the second term. Though the specific conditions of the next term permits/ILAs have yet to be determined, urban stormwater runoff monitoring is expected to continue in Water Year (WY) 2017, beginning October 1, 2016. Assumptions regarding the possible monitoring requirements are outlined below.

Two (2) grants that were awarded to District through the Southern Nevada Public Land Management Act (SNPLMA) in 2013 and Proposition 84 in 2014, have funded three (3) years of stormwater monitoring under the current term of the permit/ILAs. The Proposition 84 grant expires at the end of March 2017, with monitoring activities ending January 2017. The SNPLMA grant expires at the end of December 2016.

To ensure the continuation of the collaborative and regional compliance monitoring model, District proposes to enter into Agreements with six (6) of the participating jurisdictions. The scope of work below details the specific Tasks to continue urban stormwater runoff compliance monitoring at the network of monitoring sites established in the first permit/ILA term. In addition to monitoring, District also proposes TMDL Tools assistance to achieve cost efficiencies among the jurisdiction partners.

Assumptions

The Lake Tahoe RSWMP was launched in March 2015 with the approval of the RSWMP Framework and Implementation Guidance Document (FIG) by the California State Water Resources Control Board. The FIG outlined an efficient and effective regional stormwater monitoring program including program structure and objectives, cost and funding opportunities, and data collection, management, analysis, and reporting methods. The primary objective of RSWMP is to establish a coordinated network of long-term monitoring sites for collecting reliable information on urban stormwater runoff to track pollutant load reduction progress under the Lake Tahoe TMDL. These sites provide critical information related to changes in stormwater quality status and trends in response to implementing water quality improvement projects and improved management actions in urban catchments.

Though regulatory compliance monitoring preceded the establishment of RSWMP, the primary RSWMP objective was developed with input from the Water Board in regards to long-term TMDL needs. Therefore, the Scope of Work below and the Cost Estimate assume the regulatory requirements for urban stormwater monitoring beginning water year 2017 shall closely align with the status and trends objective defined in the RSWMP FIG.

District assumes that the future permits/ILAs shall require a collaborative, Basin-wide monitoring effort that includes sample collection, data management and analysis, and reporting. Although each jurisdiction shall be separately regulated, District assumes that one (1) annual comprehensive stormwater monitoring report shall meet the compliance needs of all six (6) participating jurisdictions.

Schedule and Deliverables:

District shall submit all deliverables in accordance with ARTICLE I, Scope of Services, of this Agreement. Unless otherwise agreed upon by County and District, all draft deliverables shall be submitted in MS Word and PDF format, and all final deliverables shall be submitted in PDF format. 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.

Scope of Work**Task 1 – Administration**

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

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

Deliverables:

- Progress Reports.
- Invoices.

Schedule:

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

Task 2 – Program Planning, Staff Coordination, and Site Management

District shall provide all Project management duties including, but not limited to, communications and meetings with County, other partnering jurisdictions, and applicable regulatory agencies for the duration of the Agreement. District shall also provide coordination of efficient and effective completion of monitoring activities and site maintenance, including subconsultants, if any.

Task 3 – Stormwater Monitoring

District shall conduct urban stormwater runoff monitoring services at six (6) catchment outfall sites using automated samplers. The six (6) predetermined sites, as previously monitored, shall include Incline Village (IV), Speedboat (SB), Tahoma (TA), Tahoe Valley (TV), Upper Truckee (UT), and Pasadena (PA) and are further shown in Attachment A, Monitoring Site Network.

District shall collect continuous discharge, turbidity, precipitation, and temperature data at all six (6) sites. 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 (10) to twelve (12) events per year distributed across all seasons. The ten (10) to twelve (12) events sampling frequency is recommended to generate sufficient samples each year from each site to provide statistically defensible average annual load estimates.

Discrete water quality samples shall be composited using a flow-weighted method and analyzed for the Lake Tahoe pollutants of concern, including but not limited to, Fine Sediment Particles (FSP < 16 µm) Total Phosphorus (TP), and Total Nitrogen (TN). District shall also include an analysis of the constituents Orthophosphate (OP) and Dissolved Inorganic Nitrogen (DIN) as these shall likely be required for next permit/ILA term.

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

All urban stormwater monitoring data shall be stored, managed, and analyzed by the RSWMP DMS. The DMS shall enable remote access to the monitoring sites and be fully integrated, taking data from the point of collection through to reporting. The DMS shall perform statistical analyses through preset routines, and report status and trends consistently according to preset templates. These features are anticipated to reduce District's time and limit the introduction of human error. The urban stormwater monitoring data shall be used for the completion of Task 5 below.

Task 4 – Professional Services

District shall assure proper site maintenance, equipment installation and repairs as needed, and all other activities associated with keeping monitoring sites functioning effectively.

Task 5 – Sample Analysis

District shall deliver flow-weighted sample composites to analytical labs capable of performing the required analysis. Water quality samples shall be analyzed for the following proposed seven (7) analytes:

- Total Suspended Sediment (TSS) and Particle Size Distribution (PSD), as required for the calculation of FSP;
- TP;
- Total Kjeldahl Nitrogen (TKN) and Nitrate+Nitrite (NO_3+NO_2), as required for the calculation of TN;
- OP; and
- Ammonium (NH_4) with NO_3+NO_2 , as required for the calculation of DIN.

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

Deliverables:

- Raw data generated from the six (6) monitoring sites (upon request) including continuous flow, continuous turbidity, analytical results, and continuous meteorological data.

Schedule:

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

Task 6 – Reporting

District shall compile sampling and analysis results, and prepare draft and final versions of an Annual Stormwater Monitoring Report (Report) in accordance with permit/ILAs requirements. The Draft Report shall utilize the pre-approved reporting templates housed in the DMS and shall be submitted to County for review and comment. Upon County’s approval, District shall prepare the Final Report, incorporating any changes as necessary and submit the Final Report to County. County will be responsible for submitting the Final Report to any applicable regulatory agencies.

Deliverables:

- Draft Report.
- Final Report.

Schedule:

- The Draft Report shall be submitted to County for review and comment within thirty (30) days of County’s timeline to submit to applicable regulatory agencies.
- The Final Report shall be submitted to County within one (1) week of receipt of County’s comments.

Task 7 – TMDL Tools Assistance

District shall provide assistance to County with planning and compliance for the Lake Tahoe TMDL including, but not limited to, Pollutant Load Reduction Model (PLRM) modeling, Road Rapid Assessment Methodology (RAM) measurements and support, catchment registration and support, and other pollutant load reduction strategies as requested by County's Contract Administrator. Work under this task may be expanded to include evaluation of other pollutant load reduction strategies as these metrics are developed. District shall coordinate with County's Contract Administrator to determine the specific additional pollutant control strategies to be used for planning and compliance.

Deliverables:

- Planning and/or compliance PLRM modeling results.
- RAM measurement results.
- Catchment registration assistance, as requested.
- Other pollutant control strategies, as requested.

Schedule:

- District shall submit the above TMDL results and provide catchment registration assistance to County at a mutually agreeable time to be determined once the Project has been started.

Tahoe Resource Conservation District

Amended Exhibit B

Rate Schedule

Labor Rates:

Program Staff

	<u>Billable Range</u>
Program Director	\$42.62 - \$56.65
Program Manager	\$37.69 - \$52.59
Environmental Scientist I	\$22.76 - \$31.16
Environmental Scientist II	\$28.18 - \$41.11
Environmental Scientist III	\$33.60 - \$48.27
Resource Conservationist I	\$13.21 - \$20.16
Resource Conservationist II	\$14.31 - \$28.85
Resource Conservationist III	\$22.02 - \$37.10

Administrative Staff

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

Expenditures:

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

Mileage Reimbursement

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

Other Direct Costs Markup

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

Tahoe Resource Conservation District

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #102-S1710

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

RECITALS

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

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

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

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

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

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

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

ARTICLE II

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

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

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

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

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

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

Requesting Contract Administrator Concurrence:

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

Dated: 12/13/2018

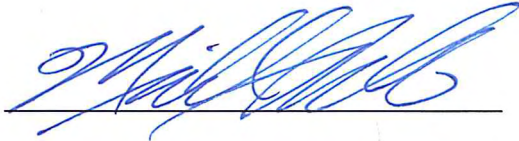
Requesting Department Concurrence:

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

Dated: 12/13/18

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

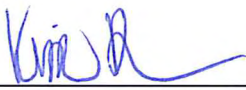
--COUNTY OF EL DORADO--

By: 

Dated: 12/18/2018


Board of Supervisors
"County"

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

By: 
Deputy Clerk

Dated: 12/18/2018

--TAHOE RESOURCE CONSERVATION DISTRICT--

By: 
for Carl Ribaudo
President
"District"

Dated: 12/11/18

Tahoe Resource Conservation District

Amended Exhibit A-1

Scope of Work

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

Background

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

Schedule and Deliverables:

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

Scope of Work

Task 1 – Administration

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

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

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

Deliverables:

- Progress Reports.
- Invoices.

Schedule:

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

Task 2 – Stormwater Monitoring

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

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

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

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

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

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

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

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

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

Deliverables:

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

Task 3 – Professional Services

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

Task 4 – Sample Analysis

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

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

- Total Phosphorus (TP)
- Total Kjeldahl Nitrogen (TKN) and Nitrate+Nitrite (NO_3+NO_2), as required for the calculation of TN

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

Deliverables:

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

Schedule:

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

Tahoe Resource Conservation District

Amended Exhibit B-1

Amended Rate Schedule

Labor Rates:

Program Staff

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

Administrative Staff

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

Expenditures:

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

Mileage Reimbursement

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

Other Direct Costs Markup

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

Tahoe Resource Conservation District
Amended Exhibit C
Amended Cost Estimate

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

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

ORIGINAL

Tahoe Resource Conservation District

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #102-S1710

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

RECITALS

WHEREAS, District has been engaged by County to assist in providing stormwater compliance monitoring services for the Planning and Building Department pursuant to Agreement for Services #102-S1710, dated November 16, 2016, First Amendment to Agreement for Services #102-S1710, dated April 12, 2018, and Second Amendment to Agreement for Services #102-S1710, dated December 18, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the rate schedule, incorporating the 2019 Tahoe Resource Conservation District employee approved classifications, salary ranges and organizational chart approved by their Board on June 11, 2019, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B-2, Amended Rate Schedule**;

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

- I. All references to Community Development Services throughout the Agreement shall read Planning and Building Department.
- II. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

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 thirty (30) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the period beginning November 16, 2016 the effective date of the Agreement and continuing through the day before the effective date of the First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof. In accordance with Exhibit B, District shall be allowed to invoice County with administrative costs at a markup not to exceed fifteen and twenty-six one-hundredths percent (15.26%). Other direct costs including special reproductions, delivery charges, postage, parking and other outside services authorized herein, shall be invoiced in accordance with Exhibit B, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate District's costs for the services being billed on those invoices.

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

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

For the period beginning with the effective date of the Third Amendment and continuing through the remaining term of the Agreement, unless amended, the billing rates shall be in accordance with Amended Exhibit B-2, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof. The rates listed in Amended Exhibit B-2 may be adjusted annually with thirty (30) days prior written notice from District and prior written approval by County's Contract Administrator. The rate increase shall not exceed three percent (3%)

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. In accordance with Amended Exhibit B-2, District shall be allowed to invoice County with administrative costs at a markup not to exceed fifteen percent (15%). Other direct costs including special reproductions, delivery charges, postage, parking and other outside services authorized herein, shall be invoiced in accordance with Amended Exhibit B-2, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate District's costs for the services being billed on those invoices.

For the purposes of budgeting the Tasks identified in Exhibit A, the maximum allowable billing amounts for each item of work are described in Amended Exhibit C, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit C 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 Amended Exhibit C among the various Scope of Work Tasks and Other Direct Costs identified therein, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Reimbursement for mileage expenses for District, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for District. All travel costs (i.e., overnight lodging, meals, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by District.

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

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 VII, 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
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Brendan Ferry
Planning Manager

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 XVII, Default, Termination, and Cancellation, herein.

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

Requesting Contract Administrator Concurrence:

By: Brendan Ferry
Brendan Ferry
Planning Manager
Planning and Building Department

Dated: 9/16/2019

Requesting Department Concurrence:

By: Tiffany Schmid
Tiffany Schmid
Director
Planning and Building Department

Dated: 09/12/2019

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


--COUNTY OF EL DORADO--

By: 

Dated: 10/22/2019

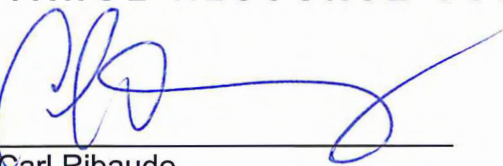
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 10/22/2019

--TAHOE RESOURCE CONSERVATION DISTRICT--

By: 
Carl Ribaudo
President
"District"

Dated: 9/10/19

Tahoe Resource Conservation District

Amended Exhibit B-2

Amended Rate Schedule

<u>Program Staff</u>	<u>Billable Range</u>
Program Director	\$41.13 - \$72.69/hr
Program Manager	\$37.69 - \$66.48/hr
Specialist	\$34.81 - \$62.26/hr
Coordinator	\$25.56 - \$46.76/hr
Assistant	\$23.24 - \$42.88/hr
Environmental Technician I	\$14.40 - \$22.41/hr
Environmental Technician II	\$18.00 - \$31.13/hr
Environmental Technician III	\$25.00 - \$36.23/hr

Administrative Staff

Executive Director	\$46.98 - \$82.45
Director of Finance and Administration	\$41.13 - \$72.69
Grant Manager/Human Resources Manager	\$37.39 - \$66.48
Bookkeeper/Office Coordinator	\$25.56 - \$46.76

Expenditures:

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

Mileage Reimbursement

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

Other Direct Costs Markup

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

Annual Increases

The rates listed above may be adjusted with thirty (30) days prior written notice from Consultant and written approval by County's Contract Administrator. The rate increases shall not exceed three percent (3%) 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.