

ORIGINAL

**Tahoe Resource Conservation District
Monitoring Support Services for the Country Club Heights
Erosion Control Project**

AGREEMENT FOR SERVICES #2798

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 Services, Department of Transportation in providing stormwater monitoring support services for the Country Club Heights Erosion Control Project;

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, equipment, materials, and services necessary to provide stormwater monitoring support services including data collection, management, analysis, reporting, and other services as necessary for the Country Club Erosion Control 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 XIII, 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 expire on December 31, 2019.

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. District will invoice County with administrative costs at a markup not to exceed ten and three tenths percent (10.3%). 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 (not including District Administrative 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 \$113,500, 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 V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect District's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Services
Administration and Finance Division
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 monthly 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 XIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

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

ARTICLE V

Progress Reports: District shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed. 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 VI

Ownership of Data: All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall remain the property of 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 VII

District's Project Manager: District designates Andrea Buxton, Stormwater Program Manager, as its Project Manager for this Agreement. District's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall 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 VIII

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 IX

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 X

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 XI

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 XII

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 XIII

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 XIV

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 Services
Department of Transportation
2441 Headington Road
Placerville, California 95667

Attn.: John Kahling, P.E.
Deputy Director, Engineering
Headington Engineering Division

With a copy to:

County of El Dorado
Community Development Services
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 XV

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 XIV, 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 XVI

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 XVII

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 consultant 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 and California Tahoe Conservancy, 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 XVIII

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 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 XIX

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 XX

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 XIII, Default, Termination, and Cancellation, herein.

ARTICLE XXI

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, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, 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 Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXII

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 XXIII

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 XXIV

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 XXV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is John Kahling, P.E., Deputy Director, Engineering, Headington Engineering Division, Community Development Services, Department of Transportation, or successor.

ARTICLE XXVI

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 XXVII

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

ARTICLE XXVIII

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 XXIX

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 XXX

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:  _____
John Kahling, P.E.
Deputy Director, Engineering
Headington Engineering Division
Community Development Services
Department of Transportation

Dated: 05/20/18

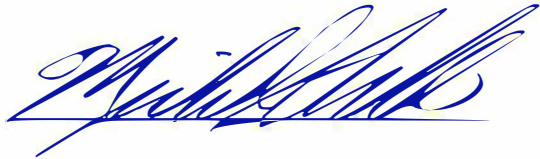
Requesting Department Concurrence:

By:  _____
Rafael Martinez, Director
Community Development Services
Department of Transportation

Dated: 5/10/18

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


-- COUNTY OF EL DORADO --

By: 

Dated: 5/22/2018

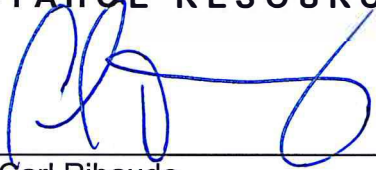
Board of Supervisors
"County"

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

By: 
Deputy Clerk

Dated: 5/22/2018

-- TAHOE RESOURCE CONSERVATION DISTRICT --

By: 

Dated: 5/8/18

Carl Ribauda
President
"District"

Tahoe Resource Conservation District

Exhibit A

Scope of Work

In accordance with Agreement for Services #2798 between County and District, District shall complete the Tasks identified in the Scope of Work below.

Project Background

This contract provides for the District to provide monitoring support including data collection, management, analysis, and reporting associated with the Project. County is currently working on the planning, design, and implementation phases for the Project. The Project is being designed to address conveyance and erosion control issues as well as to provide for water quality treatment of stormwater flows, groundwater recharge, and enhancement of stream environment zones (SEZ). The efforts of County are focused on addressing problem areas in the urbanized sections of the watersheds, and where possible, utilizing undeveloped, publicly owned, lands to treat runoff and enhance meadow areas.

Once complete, the Project will provide multiple benefits, including: 1) connecting hydrologically underutilized SEZ and wetlands for improving multiple ecosystem and community benefits, 2) removing impervious surfaces (asphalt) to restore SEZ and wetland areas, and 3) providing a learning experience for Project effectiveness. This multi-benefit Project, combined with the 2018 County asphalt concrete pavement overlay project on Elks Club Drive, will restore ecosystems and assist with understanding of the effect of improved pavement condition on water quality. It is anticipated that analysis of the collected monitoring data will: 1) inform project effectiveness, 2) lead to development of further effectiveness studies to inform existing tools, and 3) refine program objectives and lead to improvements in the clarity and quality of Lake Tahoe.

District shall implement the monitoring portion of this Project, which shall include pre and post Project water quality monitoring to evaluate the transport and runoff of pollutants in stormwater which is described in more detail herein.

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 with data files available upon request. The deliverables and schedule for various tasks are 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, Program Planning, Staff Coordination, and Site Management

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 Scope, 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 Tasks are completed within budget and on schedule. In accordance with ARTICLE V, Progress Reports, of the Agreement, quarterly progress reports shall be submitted to County by the thirtieth (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 ten and three tenths percent (10.3%) markup for the duration of the Agreement.

District shall provide all Project management duties related to the Project 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.

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 conduct urban stormwater runoff monitoring services at one (1) designated catchment outfall site on Elks Club Drive using an automated sampler. Other sites include associated areas where condition assessments are performed (see Task 6).

District shall collect continuous water quality data at the Elks Club Drive site. District shall conduct discrete water quality sampling for targeted storm events distributed across all seasons, however this monitoring is aimed at runoff associated with winter operations. A sampling frequency of ten (10) to twelve (12) events per year is recommended to generate sufficient samples to provide statistically defensible average annual load estimates; however, professional judgment shall be used to analyze specific targeted events.

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 um), Total Phosphorus (TP), and Total Nitrogen (TN). District shall also include an analysis of the constituents Orthophosphate (OP) and Dissolved Inorganic Nitrogen (DIN) as requested. Samples shall also be analyzed for chemical molecular markers so that a source apportionment analysis can be conducted.

District shall incorporate the Quality Control measures presented in the Regional Stormwater Monitoring Program (RSWMP) Quality Assurance Project Plan 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 District using developed RSWMP data management procedures.

Task 3 - 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 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 analytes:

- Total Suspended Sediment (TSS) and Particle Size Distribution (PSD), as required for the calculation of FSP;
- Total Phosphorous;
- Total Kjeldahl Nitrogen (TKN) and Nitrate+Nitrite (N03+N02), as required for the calculation of TN;
- Ortho Phosphorous; and Ammonium (NH4) with N03+N02, as needed.
- Chemical molecular markers for source apportionment analysis.

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

Deliverables:

- Raw data generated from monitoring sites including continuous flow, continuous turbidity, analytical results, and RAM data shall be submitted upon request to County staff.

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 5 - Reporting

District shall compile sampling and analysis results, and prepare draft and final versions of a Stormwater Monitoring Report (Report) in accordance with grant reporting requirements. Reports shall utilize pre-approved reporting templates housed in the RSWMP Data Management System (DMS), plus any other charts and tables necessary to summarize the findings of the monitoring data 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 for submittal. County will be responsible for submitting reports to applicable agencies.

Deliverables:

- Draft Report.
- Final Report.

Schedule:

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

Task 6 – Total Maximum Daily Load Tools Assistance

District shall provide assistance to County with the Lake Tahoe Total Maximum Daily Load (TMDL) tools, including, but not limited to, Pollutant Load Reduction Model (PLRM) modeling of the Elk's Club urban catchment and Road Rapid Assessment Methodology (RAM) measurements on Elk's Club Drive. The modeling and RAM results shall be incorporated into the Report detailed in Task 5.

Deliverables:

- Elk's Club catchment PLRM modeling results.
- Elk's Club Drive RAM measurement results.

Schedule:

- District shall submit the above modeling and measurement results to County at County's request.

Tahoe Resource Conservation District

Exhibit B

Rate Schedule

Labor Rates:

Director of Programs	\$42.61 - \$56.65 / hour
Program Manager	\$37.69 - \$52.59 / hour
Environmental Scientist I	\$22.76 - \$31.16 / hour
Environmental Scientist II	\$28.18 - \$41.11 / hour
Environmental Scientist III	\$33.60 - \$48.27 / hour
Resource Conservationist I	\$13.21 - \$20.16 / hour
Resource Conservationist II	\$14.31 - \$28.85 / hour
Resource Conservationist III	\$22.02 - \$37.10 / hour
District Manager	\$46.61 - \$65.50 / hour
Grant Manager	\$34.21 - \$45.46 / hour
Grant Coordinator / HR	\$29.01 - \$38.90 / hour
Bookkeeper / Office Assistant	\$18.02 - \$22.78 / hour

Expenditures:

Other Direct Costs - Monitoring equipment, supplies, maintenance, and repairs	At Cost
Administrative Costs	10.3% Markup

Mileage Reimbursement

Reimbursement for mileage expenses for District shall be compensated in accordance with 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.

Administrative Costs Markup

Administrative costs will be invoiced as a direct administrative cost and at a 10.3% markup for the duration of the Agreement.

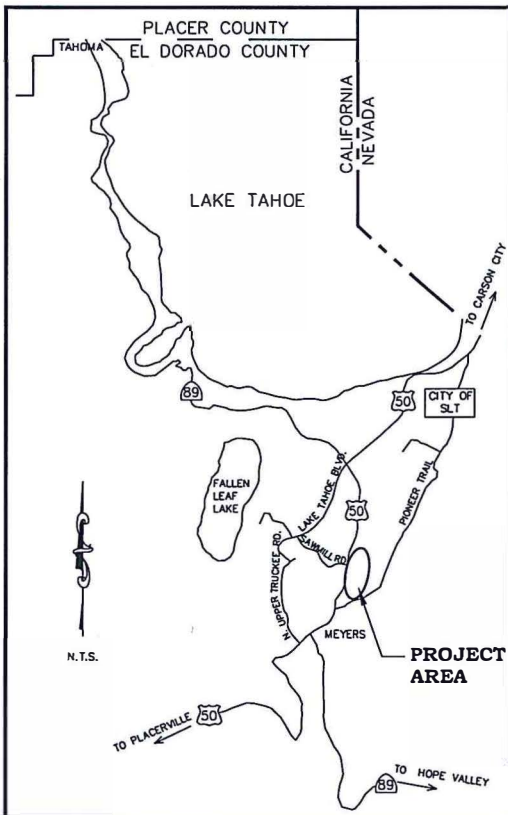
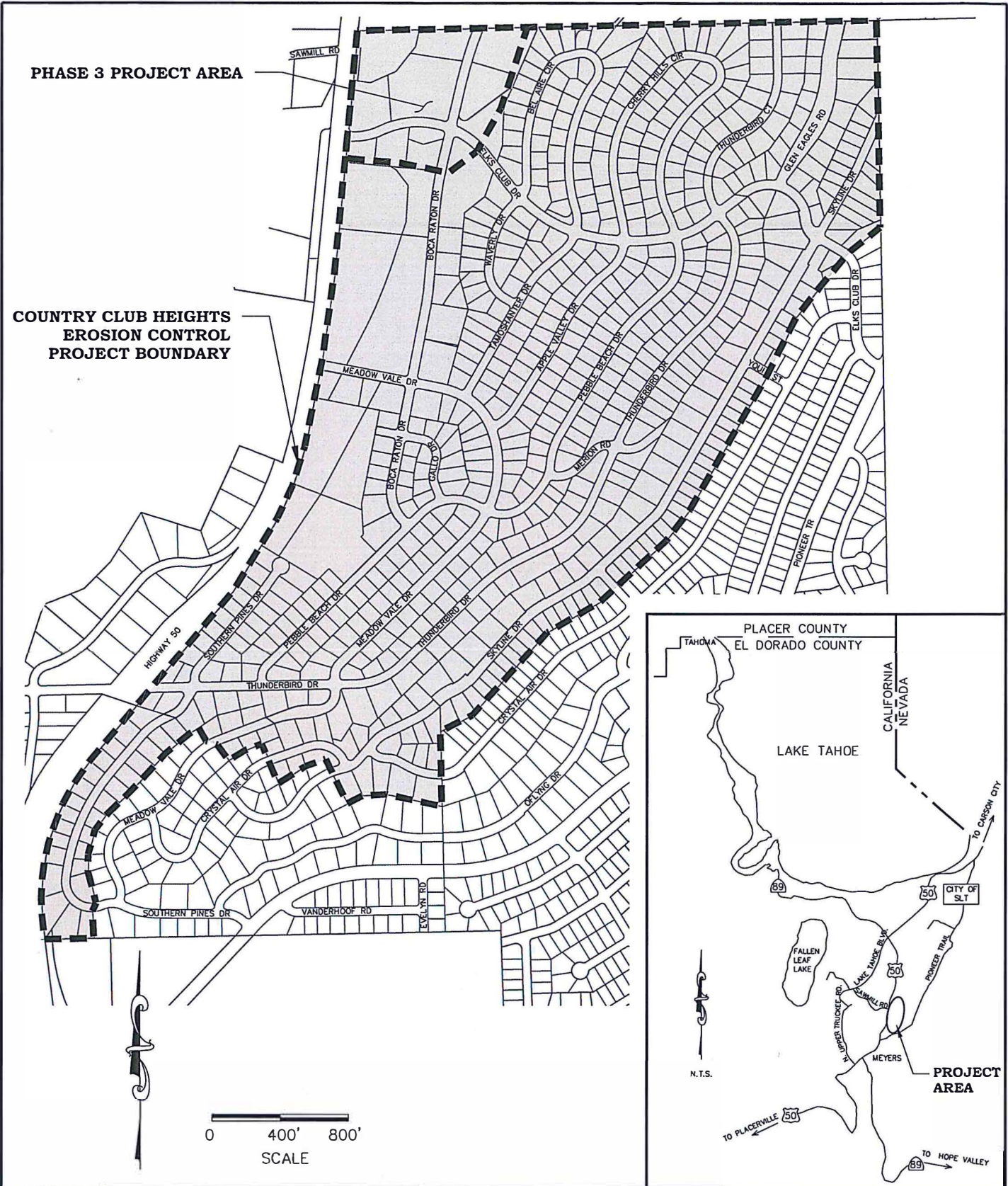
Tahoe Resource Conservation District

Exhibit C

Cost Estimate

Task	Description	Cost
Task 1	Administration, Program Planning, Staff Coordination, and Site Management	\$ 13,600
Task 2	Stormwater Monitoring	\$ 11,740
Task 3	Professional Services	\$ 31,680
Task 4	Sample Analysis	\$ 29,040
Task 5	Reporting	\$ 11,740
Task 6	Total Maximum Daily Load Tools Assistance	\$ 5,100
	District Total	\$ 102,900
	District Administrative Costs Billed at 10.3%	\$ 10,600
	Total Project Cost Estimate	\$ 113,500

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 (not including District Administrative Costs) identified herein 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.



COUNTY OF EL DORADO
 COMMUNITY DEVELOPMENT AGENCY
 TRANSPORTATION DIVISION

COUNTRY CLUB HEIGHTS EROSION CONTROL PROJECT LOCATION MAP

FIGURE
1

DATE: 04/2017	PROJECT NO.: 95191	BY: DWK
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