

COUNTY OF EL DORADO – PARKS & TRAILS DIVISION

Forebay Park Renovation Project – Parking Lot

FUNDING AGREEMENT #9811

This Agreement is made between the El Dorado County Air Quality Management District, a county air quality management district formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as “AQMD”) and County of El Dorado (hereinafter referred to as "Grantee");

WITNESSETH:

WHEREAS, Assembly Bill (AB) 617 (Chapter 136, Statutes of 2017) directed the California Air Resources Board (hereinafter referred to as “CARB”), in conjunction with local air Districts to establish the Community Air Protection (hereinafter referred to as “CAP”) Program; and

WHEREAS, the objectives of the CAP include the reduction of criteria air pollutants and toxic air contamination in low-income communities and the assurance that emissions reductions exceed those mandated by regulatory standards and

WHEREAS, Grantee has proposed a paving project proposal that meets the eligibility criteria of the CAP program , which is located within a designated low-income community, as defined for California Climate Investments and as referenced in the Priority Population Investments 4.0 Update available at <https://www.caclimateinvestments.ca.gov/priority-populations>; and

WHEREAS, Paving of well-traveled unpaved roadways and parking lots is an eligible Project category under CAP incentives, with a maximum funding of 100% of eligible costs, as outlined in the CARB ”Community Air Protection Incentives Program Guidelines”, as revised on May 30, 2025; and

WHEREAS, Grantee represents that it is willing and able to perform the activities set forth herein; and

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

NOW, THEREFORE, AQMD and Grantee mutually agree as follows:

ARTICLE I

Project/Project Milestones: Grantee represents that the Grantee has the expertise necessary to adequately perform shall perform all activities and work necessary to complete the Project as set forth in the “Forebay Park Renovation Project – Parking Lot” (hereinafter referred to as “Project”) attached hereto as Exhibit A and incorporated herein by this reference. Grantee agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein.

ARTICLE II

Facilities, Equipment and Other Materials: Except as set forth herein, Grantee shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. AQMD shall furnish Grantee only those facilities, equipment, and other materials, and shall perform only those obligations as listed in Exhibit A.

ARTICLE III

Term and Performance Timetable: Grantee shall commence the performance of work and produce all work products, and complete the Project within the deadlines for performance, as identified in in Exhibit B – Contract Term and Payment for Services Rendered, unless terminated or amended. No work may begin on the Project until this Agreement is fully executed.

The term of this contract shall begin on the last date signed by the parties below and conclude on or before the end dates listed in Exhibit B – Contract Term and Payment for Services Rendered, unless terminated or amended.

ARTICLE IV

Reimbursement/Funding Cap: AQMD agrees to pay for the services covered by this Agreement pursuant to the payment terms set forth below and in Exhibit B – Contract Term and Payment for Services Rendered, in an amount not to exceed seventy thousand dollars and no cents (\$70,000.00).

If the funding identified above does not cover the total cost of the Project as outlined in the Project Proposal, Grantee shall obtain through other sources sufficient additional monies to fund the total cost of the Project. Proof of such additional monies in the form required by AQMD shall be submitted to AQMD for approval prior to starting any work under this Agreement. In the event funding from other sources for the total cost of the Project is not received by Grantee, AQMD reserves the right to terminate or renegotiate this Agreement in its sole discretion.

ARTICLE V

Non-Allocation of Funds: The terms of this Agreement and the reimbursement to be provided hereunder are contingent on the approval of funding by the appropriating government agency. If sufficient funds are not allocated for CAP Program funding, AQMD may request that the Project be modified and the Agreement amended or AQMD may, in its sole discretion, terminate this Agreement at any time by giving the Grantee written notice of termination of this Agreement due to non-allocation of funds. Such notice shall be effective immediately subject to reimbursement for activities properly performed prior to termination and as limited by available funding.

ARTICLE VI

Payment: AQMD will make progress payments to Grantee based on the completion of project milestones as described in Exhibit B.

- A. Each request for payment shall include an invoice from the Grantee detailing the eligible Project expenses incurred pursuant to this Agreement. This invoice shall be accompanied by copies of purchase orders, signed contracts, receipts, shipping documents, or any other supporting documentation required to verify the completion of the work to meet the requirements to make the progress payment.
- B. The itemized invoices and supporting documentation are subject to verification and approval by the Air Pollution Control Officer (hereinafter referred to as “APCO”). A

payment claim to release funds to the Grantee will be submitted by AQMD to the County of El Dorado Auditor/Controller's office within ten (10) calendar days of the APCO's approval and verification.

- C. The amount paid to the Grantee shall constitute full payment for all services the requirements set forth in Exhibit B – Contract Term and Payment for Services Rendered, in accordance with the requirements listed in Exhibit A – Scope of Services.
- D. AQMD shall not reimburse Grantee for any expenses incurred by Grantee in the performance of Project described in Exhibit A – Scope of Services, unless such reimbursement is specifically authorized in the Payment Schedule. Grantee shall not be reimbursed for any additional expenses incurred beyond the maximum amount.

Surplus Funds: Any funding under this Agreement, which is not expended by Grantee or subject to reimbursement to Grantee pursuant to the terms and conditions of this Agreement shall automatically revert to AQMD. Only expenditures incurred by Grantee in the direct performance of this Agreement will be reimbursed by AQMD. Allowable expenditures under this Agreement are specifically established and included in Exhibit A.

ARTICLE VII

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 VIII

Termination: AQMD may withhold payments or immediately suspend or terminate this Agreement, in whole or in part, where in the determination of AQMD there is:

1. An illegal or improper use of the grant funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report is submitted to AQMD;
4. Improperly performed services.

In no event shall any payment by AQMD constitute a waiver by AQMD of any breach of this Agreement or any default, which may then exist on the part of Grantee. Neither shall such payment impair or prejudice any remedy available to AQMD with respect to the breach or default. Grantee shall promptly refund to AQMD, upon demand, any funds disbursed to Grantee under this Agreement which in the judgment of AQMD were not expended in accordance with the terms of this Agreement. This obligation of Grantee to refund monies shall survive any termination of the Agreement. In addition to immediate suspension or termination, AQMD may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

Either party may terminate this Agreement without cause at any time upon giving the other party thirty (30) days advance, written notice of termination. In such case, AQMD will, pursuant to the requirements of Section 3, pay its pro rata share of the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such

termination, the entire work product produced by Grantee shall be promptly delivered to AQMD. However, Grantee acknowledges and agrees that its obligations under ARTICLE I, Project/Project Milestones, survive any termination of this Agreement.

ARTICLE IX

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 AQMD shall be addressed as follows:

El Dorado County Air Quality Management District
Attn.: Rania Serieh, Air Pollution Control Officer
330 Fair Lane
Placerville, CA 95667

or to such other location as AQMD directs.

Notices to Grantee shall be addressed as follows:

El Dorado County Parks & Trails Division
Attn.: Zachary Perras, Parks Manager
330 Fair Lane
Placerville, CA 95667

or to such other location as Grantee directs.

ARTICLE X

Change of Address: In the event of a change in address for Grantee's principal place of business, Grantee's Agent for Service of Process, or Notices to Grantee, Grantee shall notify AQMD in writing as provided in ARTICLE X, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by AQMD'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 XI

Indemnity: Grantee shall defend, indemnify, and hold AQMD, its Boards, officers, agents, and employees harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, AQMD employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with Grantee's services, operations, or performance pursuant to this Agreement regardless of the existence or degree of fault or negligence on the part of AQMD or its employees except for the sole, or active negligence of AQMD, and its officers and employees, or as expressly prescribed by statute. This duty of Grantee to indemnify and save AQMD harmless includes the duties to defend set forth in Civil Code section 2778.

In no event shall AQMD be liable to Grantee or any third party for any direct, indirect, consequential, special, incidental, or punitive damages pursuant to this Agreement under any theory, including but not limited to tort, contract, breach of warranty, or strict liability.

The obligations in this Article shall survive any termination of this Agreement.

ARTICLE XII

Audits, Inspections and Enforcement: Grantee shall retain the documentation for activities performed under this Agreement for at least three years from the termination of Grantee's obligations under this Agreement or until all state and federal audits are completed for the applicable fiscal year, whichever is later.

AQMD, CARB, the California Department of Finance (DoF), or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement – this includes programmatic and fiscal records and documentation. AQMD and ARB, as an intended third-party beneficiary, have the right to audit and enforce the terms of the Agreement at any time during the Agreement term plus two years. Grantee shall maintain such records for possible audit for a minimum of the Agreement term plus two years. Grantee shall allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records for a minimum of the Agreement term plus two years. Further, Grantee agrees to include a similar right of AQMD and the State to audit records and interview staff in any subcontract related to performance of the Agreement. AQMD, CARB, or their designated representative shall have the right to inspect the Project during the entire term of the Agreement plus two years as long as it is still in use after the Agreement term. If, after audit, AQMD, CARB or DoF make a determination that funds provided to Grantee pursuant to this Agreement were not spent in conformance with this Agreement, the Community Air Protection Incentives 2024 Guidelines Revised May 30, 2025, or any other applicable provisions of law, Grantee agrees to immediately reimburse AQMD all funds determined to have been expended not in conformance with said provisions.

Grantee 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 Government Code section 8546.7. In order to facilitate these potential examinations and audits, Grantee 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.

The obligations set forth in this section shall survive any termination of this Agreement.

ARTICLE XIII

Compliance With Applicable Laws: Grantee shall comply, for the full term of this Agreement, with all federal, State, and local laws and ordinances which are or may be applicable to the Project to be undertaken by Grantee including but not limited to the Community Air Protection Incentives 2024 Guidelines Revised May 30, 2025, criteria, and program requirements, Health and Safety Code section 44220, et seq, all ARB and AQMD criteria thereunder, prevailing wage requirements and work day definitions where applicable, Government Code section 8546.7, contracting license requirements and permits.

ARTICLE XIV

Maintenance: Grantee shall operate and maintain the replacement equipment according to the manufacturer's warranty specifications for as long as Grantee owns and operates the replacement equipment.

ARTICLE XV

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 XVI

Agreement Administrator: The AQMD Officer or employee with responsibility for administration of this Agreement is Rania Serieh, Air Pollution Control Officer, or successor.

ARTICLE XVII

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 to the obligations set forth herein.

ARTICLE XVIII

Partial Invalidity: If any provision or part of a provision of this 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 XIX

No Third Party Beneficiaries: Except as otherwise provided in Article XIII, Audits, Inspections and Enforcement, 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 XX

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 XXI

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.

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

**-- COUNTY OF EL DORADO
AIR QUALITY MANAGEMENT DISTRICT--**

By: _____

Rania Serieh
Air Pollution Control Officer
"AQMD"

Dated: _____

-- COUNTY OF EL DORADO--

By: _____

Brooke Laine
Chair of the Board of Supervisors
"Grantee"

Dated: _____

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

EXHIBIT A

PROJECT COMPLETION AND IMPLEMENTATION WORKPLAN AND SCHEDULE FOR FOREBAY PARK RENOVATION PROJECT – PARKING LOT

COUNTY OF EL DORADO – PARKS AND TRAILS DIVISION

Project Scope:

The Forebay Park Renovation Project is currently underway to improve facilities at the park site located at 5581 Gail Drive in Pollock Pines, CA. The renovation project includes the construction of an American with Disabilities Act (“ADA”) accessible restroom and pathways, paved parking lot with ADA parking stalls, and a children’s all-play playground and senior exercise equipment. This application is focused on the parking lot paving project, which will upgrade a current existing unpaved gravel parking lot to a paved lot with ADA parking stalls. The paving project will help the County meet ADA standards, which is a requirement of Proposition 68 Per Capita grant funding, one of the funders of the renovation project. A paved parking lot at Forebay Park also provides environmental benefits including a more durable and longer lasting surface that has lower maintenance needs; improved handling of rainwater and snowmelt; and provides for dust mitigation to protect air quality and prevent dust from migrating into the drinking water of Forebay Reservoir which is adjacent to Forebay Park.

Usage:

Expected usage of the newly paved parking lot at Forebay Park is estimated to be approximately 18,615 vehicle visits per year. Users consist primarily of sports teams accessing the field for baseball, local residents, and groups that rent the community center space. Grantee shall make every possible effort to track and meet this usage goal, for the first three (3) years following completion of construction.

I. To be Completed Prior to Funding and Prior to Project Completion End Date

Prior to funding and prior to the close of the Project Completion End Date, as outlined in Exhibit B, the Grantee shall meet the following conditions:

A. Have the parking lot prepared for and paved, including using or installing:

- Excavation (1,409 CY)
- Engineered fill (805 CY)
- Finish grading / Earthwork (5,445 SF)
- Portland Cement Concrete (PCC) type 3 curb (764 LF)
- PCC type 2 curb and gutter (250 LF)
- PCC curb ramp
- 4” hot-mix asphalt paving (517 tons)
- Class 2 aggregate base (365 CY)
- Thermoplastic 4” stripe (732 LF)
- Thermoplastic pavement markings (248 SF)

- Curb paint (535 LF)
 - Accessible parking signs with posts (2 each)
- B. Grantee shall provide to AQMD:
- Copies of invoices relative to the purchase of material and services funded under this Agreement.
 - Certification from the Grantee that all funding sources that they have applied for or received for the Project have been disclosed, and that the Grantee will notify AQMD of additional sources of funding received for the total cost of the Project, including any sources that become available after contract execution, prior to Project funding. Grantee is prohibited from receiving grants and other funds that exceed the total Project amount.
- C. Have a post inspection conducted by AQMD staff in order to verify Project completion and operation as outlined in this agreement and the Grantee's grant application.
- D. A determination by AQMD that the Project and all associated documentation have satisfied the requirements for reimbursement.

II. To Be Completed During Project Implementation Period

During the Project Implementation Period, the Grantee shall complete the following requirements. The Project Implementation Period refers to the timeframe between the AQMD Approved Post-Inspection date and the Contract End Date.

- A. Grantee shall maintain the paved area and conduct as-needed maintenance such as repairing any potholes and re-painting of lines.
- B. Grantee shall make the project available for inspection if requested by AQMD and/or CARB staff.

III. General Conditions

- A. Project must comply with all applicable federal, State, and local laws and requirements, including environmental laws and State building, environmental, and fire codes.
- B. Grantee shall notify AQMD in writing if installation and/or implementation of this Project will deviate from the scope of work as outlined in the Grantee's Grant Application or this Agreement at any time during the Agreement term. Grantee shall notify the APCO within fifteen (15) days of recognizing such deviation. If funding has not yet been disbursed at the time of recognizing such deviation, then the Grantee shall notify the APCO at least thirty (30) days in advance of any payment request. The APCO has the sole discretion to approve, deny, or adjust the funding amount as outlined in Exhibit B of this Agreement based on the extent of the deviation.
- C. In addition to the terms of this Agreement, Grantee shall adhere to all requirements outlined in the applicable CARB Guidelines. If there is a conflict between the terms of this contract and CARB's Guidelines, the CARB's Guidelines shall prevail.

IV. Repercussions for Nonperformance

- A. If for any reason, after Project funding, the Project does not perform according to what was submitted in the Grantee's application, or in conjunction with the application, or if the conditions of this Agreement are not met, AQMD or CARB may require reimbursement of grant funds.
- B. CARB and AQMD have the authority to pursue any remedies available under the law for noncompliance with Community Air Protection grant requirements and nonperformance of terms outlined in this Agreement, in an effort to ensure emission reductions are obtained.

EXHIBIT B

***PROJECT CONTRACT TERM AND PAYMENT FOR SERVICES RENDERED FOR
FOREBAY PARK RENOVATION PROJECT – PARKING LOT***

COUNTY OF EL DORADO – PARKS AND TRAILS DIVISION

Contract Schedule (to occur on or before the following dates)

Start Date: last date signed by the parties
Project Completion End Date: 12/30/2027
Project Implementation Start Date: Upon approved post-inspection by AQMD Project
Implementation Period/Contract
End Date: 10 years after approved post-inspection

Budget

Amount Awarded by AQMD: \$ 70,000.00
Estimated Co-Funding (including in-kind): \$353,737.00
Estimated Total Project Amount: \$423,737.00

If the Total Project Amount is less than what is listed above, then the Grantee may be required to provide an equivalent percentage of Co-Funding based on the reduced Total Project Amount. The Amount Awarded by AQMD, as listed above, shall be adjusted accordingly.

Payment

AQMD will provide up to seventy thousand dollars and no cents (\$70,000.00) in Community Air Protection funding, in accordance with the requirements listed in this Agreement.

A completed federal W-9 form and California 590 form must be submitted prior to payment. An IRS Form 1099 will be issued for incentive funds received under this Agreement, if applicable. It is the Grantee's responsibility to determine tax liability associated with receiving grant incentive funds.

Invoices

Invoices shall be submitted to AQMD in an original format and include the contract number. Along with submitting an invoice for reimbursement, provide copies of all paid receipts and proof of in-kind support (when applicable), and evidence of financing (if any), associated with the Project funded under this Agreement.