



**AGENDA AND MEETING NOTICE
OF THE NORTH TAHOE PUBLIC UTILITY DISTRICT
DEVELOPMENT AND PLANNING COMMITTEE**

Monday, June 9, 2025 at 2:00 p.m.

**North Tahoe Public Utility District
Administrative Offices
875 National Avenue
Tahoe Vista, CA 96148**

Welcome to a meeting of the North Tahoe Public Utility District
Development & Planning Committee

A meeting of the North Tahoe Public Utility District Development & Planning Committee will be held on Monday, June 9, 2025, at 2:00 p.m. at the North Tahoe Public Utility District Administrative Offices, 875 National Ave. Tahoe Vista, CA 96148

The District welcomes you to its meetings. Your opinions and suggestions are encouraged. The meeting is accessible to people with disabilities. In compliance with Section 202 of the Americans with Disabilities Act of 1990 and in compliance with the Ralph M. Brown Act, anyone requiring reasonable accommodation to participate in the meeting should contact the North Tahoe Public Utility District office at (530) 546-4212, at least two days prior to the meeting.

All written public comments received by 1:00 p.m. on Monday, June 9, 2025 will be distributed to the District Board Committee Members for their consideration at the meeting. Written comments may be emailed to mmoga@ntpud.org, mailed or dropped-off at NTPUD's Administrative Offices located at 875 National Ave., Tahoe Vista, CA. 96148.

1. CALL TO ORDER

- 2. PUBLIC COMMENT** – *Any person wishing to address the Development & Planning on Items on the agenda or matters of interest to the District not listed elsewhere on the agenda may do so at this time. Please limit comments and questions to three (3) minutes since no action can be taken on items presented under Public Comment.*

3. TOPICS OF DISCUSSION

- a. Review and Discuss Authorizing the General Manager to File a Notice of Completion for the Brockway Fire Protection Water Infrastructure 2024 Project – Recommendation to Full Board (*Pages 2-3*)
- b. Review and Discuss Authorizing the General Manager to File a Notice of Completion for the NTPUD HQ Building Roof Replacement – Recommendation to Full Board (*Pages 4-5*)
- c. Review and Discuss Authorizing the General Manager to Execute a California Tahoe Conservancy Grant Agreement and a Professional Services Agreement for the Secline Property Improvement Project – Recommendation to Full Board (*Pages 6-40*)
- d. Review and Discuss Authorizing the General Manager to Execute Three (3) Additional One-Year Term Extensions to the District Snow Removal Contract – Recommendation to Full Board (*Pages 41-42*)

4. ADJOURNMENT



**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

DATE: June 10, 2025

ITEM: F-3

FROM: Planning and Engineering Department

SUBJECT: Authorize the General Manager to File a Notice of Completion for the Brockway Fire Protection Water Infrastructure 2024 Project

RECOMMENDATION:

Authorize the General Manager to file a Notice of Completion for the Brockway Fire Protection Water Infrastructure 2024 Project (Project #2361)

DISCUSSION:

At the April 9, 2024 meeting, the Board of Directors awarded a contract in the amount of \$2,134,850 to Vinciguerra Construction, Inc. for the Brockway Fire Protection Water Infrastructure 2024 Project. At the January 14, 2025 meeting, the Board of Directors authorized the General Manager to file a Notice of Substantial Completion for the Brockway Fire Protection Water Infrastructure 2024 Project and release retention held to date.

The only outstanding work, the Dollar Cove State Route 28 Watermain Crossing, was completed on April 25, 2025. The following table is a summary of the Construction Phase Project finances.

Construction Project Budget:	
Brockway Fire Protection Water Infrastructure 2024 Project	\$ 2,792,426
Construction Project Expenses:	
Awarded Contract	\$ 2,134,850
Contract Change Orders	\$ 81,185
NTPUD Staff Time (Construction Phase)	\$ 55,000
Professional Services during Construction	\$ 12,000
Total Construction Expenses	\$2,283,035
Construction Budget Summary	
	\$ 509,391

The Construction phase expenses for this project came in under budget by \$509,391. NTPUD staff authorized change orders in the amount of \$81,185 or 3.8% of the original construction contract. The Board had authorized 10% in contingency funds for the construction contract.

FISCAL ANALYSIS:

The Fiscal Year (FY) 2024-2025 Capital Budget includes \$2,792,426 for the Brockway Drinking Water and Fire Protection Infrastructure Project in the Water Fund. The construction phase expenses for the project are \$2,283,035 and is \$509,391 under budget. The project is complete and will be closed with the final retention release and payment of any remaining consultant invoices.

This project has also received grant funding in the amount of \$743,568. The budgetary impact to the District of the proposed project is summarized in the table below:


Item	Amount
Construction Phase Costs	\$2,283,035
Tahoe Water for Fire Suppression Partnership – FY24 Grant	(\$743,568)
Total District Commitment for Construction	\$1,539,467


STRATEGIC PLAN ALIGNMENT:


Goal 1: Provide safe, efficient, sustainable water and wastewater services with a focus on industry best practices and continuous improvement – Objective B: Optimize preventative maintenance of District utility system assets; and – Objective D: Prioritize Capital Project planning and delivery toward uniform service using industry standards, asset condition data, and a focus on climate resilience and emergency preparedness.

MOTION: Approve Staff Recommendation.

REVIEW TRACKING:

Submitted By: 
Joseph J. Pomroy, P.E.
Engineering & Operations Manager

Approved By: 
Bradley A. Johnson, P.E.
General Manager/CEO

Reviewed By: 
Patrick Grimes
Chief Financial Officer



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: June 10, 2025

ITEM: F-4

FROM: Planning and Engineering Department

SUBJECT: Authorize the General Manager to File a Notice of Completion for the NTPUD HQ Building Roof Replacement Project

RECOMMENDATION:

Authorize the General Manager to file a Notice of Completion for the NTPUD HQ Building Roof Replacement Project (Project #2503).

DISCUSSION:

At the February 11, 2025 meeting, the Board of Directors awarded a contract in the amount of \$156,600 to Diablo Roofing, Inc. for NTPUD HQ Building Roof Replacement Project. The project was completed on May 16, 2025. The following table is a summary of the Construction Phase Project finances:

Construction Project Budget:	
NTPUD HQ Building Roof Replacement Project	\$ 250,000
Construction Project Expenses:	
Awarded Contract	\$ 156,600
Contract Change Orders	\$ 0
NTPUD Staff Time (Construction Phase)	\$ 18,000
Miscellaneous Expenses	\$ 1,383
Professional Services during Construction	\$ 20,000
Total Construction Expenses	\$195,983
Construction Budget Summary	\$54,107

The Construction phase expenses for this project came in under budget by \$54,107. The project did not have any change orders. The Board had authorized 10% in contingency funds for the construction contract.

FISCAL ANALYSIS:

The Fiscal Year 2024/25 project budget totaled \$250,000, and the total project expenses were \$195,983. The project overall is \$ 54,107 under budget. The project is complete and will be closed with the final retention release and payment of any remaining consultant invoices.


STRATEGIC PLAN ALIGNMENT:

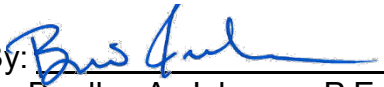
Goal 2: Provide high-quality community-driven recreation opportunities and event facilities – Objective F: Uphold maintenance and capital investment of existing facilities to ensure their vitality for generations to come.

Goal 4: Sustain and strengthen organizational resources, expertise, and culture – Objective F: Ensure the District's support facilities are well maintained and adequate for all operations.

MOTION: Approve Staff Recommendation.

REVIEW TRACKING:

Submitted By: 
Joseph J. Pomroy, P.E.
Engineering & Operations Manager

Approved By: 
Bradley A. Johnson, P.E.
General Manager/CEO

Reviewed By: 
Patrick Grimes
Chief Financial Officer



NORTH TAHOE PUBLIC UTILITY DISTRICT

DATE: June 10, 2025

ITEM: F-5

FROM: Office of the General Manager

SUBJECT: Authorize the General Manager to Execute a California Tahoe Conservancy Grant Agreement and a Professional Services Agreement for the Secline Property Improvement Project

RECOMMENDATION:

That the Board of Directors take the following actions:

1. Authorize the General Manager to execute a California Tahoe Conservancy (CTC) grant agreement for \$90,000 for the Secline Property Improvement Project; and
2. Authorize the General Manager to execute a Professional Services Agreement for \$90,000 with Hauge Brueck Associates for environmental documentation and clearances for the Secline Property Improvement Project.

BACKGROUND:

On May 14, 2024, the North Tahoe Public Utility District (NTPUD) Board authorized the General Manager to execute a Professional Services Agreement with Design Workshop for the Secline Beach Enhancement – Planning and Design Project. This work is supported by a multi-year TOT-TBID Dollars at Work Program grant secured from the North Tahoe Community Alliance in 2023.

The District worked with Design Workshop to launch a public outreach campaign and engage key stakeholders and landowners for the project in 2024 and completed Phase 1 of the project in April 2025. Phase 2 of the project is now underway and includes work to advance the site plan development of community-identified program goals and uses; develop additional public outreach opportunities and events for community engagement; and develop preliminary conceptual alternatives for the project area.

Because the CTC owns the lakefront property immediately west of Secline Street (APN 117-180-011), they are a strategic partner in the success of this project. Since our initial contact with CTC they have been very supportive of the proposed project and worked with NTPUD staff to facilitate an application to their 2025 SB 630 Public Access Grant Program to fund the required project environmental documentation and clearances.

At their March 20, 2025, Board Meeting, the CTC Board approved a \$90,000 grant to fund environmental documentation and clearances for the Secline Property Improvement Project.

This grant requires no additional match from the District. The proposed grant agreement is attached to this report.

In order to complete the work associated with the proposed grant, Staff also recommends that the Board also authorize a Professional Services Agreement with Hauge Brueck to complete resource studies analyzing the Project, including biological studies, cultural resources studies, and scenic evaluations, as well as to prepare the administrative document for California Environmental Quality Act (CEQA) compliance for the project. The detailed scope of work is also attached to this report.

FISCAL ANALYSIS:

The Fiscal Year 2025-26 Capital Budget includes \$210,000 for the Secline Property Improvement Project to fund the second year of Design Workshop's agreement and the proposed Hauge Brueck's agreement. The proposed \$90,000 CTC grant will be used to fund the professional services agreement with Hauge Brueck in its entirety with no District match requirement.

STRATEGIC PLAN ALIGNMENT:


Goal 2: Provide high-quality community-driven recreation opportunities and event facilities – Objective B: Enhance Tahoe Vista Recreation Area (TVRA) as a public lakefront amenity; and review opportunities for additional public access to Lake Tahoe across the District – Tactic 4: Work with the California State Parks, Placer County, and the California Tahoe Conservancy (CTC) to assess ownership, maintenance, operations, and programming of public lakefront parcels within the District – Activity a: Consider the Secline parcel for future public access enhancements and work with CTC and Placer County to partner on the enhancement of the Secline area beach and public amenities.


ATTACHMENTS:

- CTC Grant Agreement
- Hauge Brueck Proposal

MOTION: Approve Staff recommendation.

REVIEW TRACKING:

Submitted By: 
Joseph J. Pomroy, P.E.
Engineering & Operations Manager

Approved By: 
Bradley A. Johnson, P.E.
General Manager/CEO

Reviewed By: 
Patrick Grimes
Chief Financial Officer

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

CTA24034L

PURCHASING AUTHORITY NUMBER (If Applicable)

TAH-3125

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Tahoe Conservancy

CONTRACTOR NAME

North Tahoe Public Utility District

2. The term of this Agreement is:

START DATE

May 1, 2025 or upon signature by all parties, whichever is later

THROUGH END DATE

March 30, 2028

3. The maximum amount of this Agreement is:

\$90,000.00 Ninety Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
	Grant Agreement	9
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
+ - Exhibit C	List of Assurances	2
+ - Exhibit D	Request for Reimbursement Template	3
+ - Exhibit E	Eligible and Ineligible Costs	1
+ - Exhibit F	Reporting and Data Requirements	3
+ - Exhibit G	Mandatory Insurance Provisions	3

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

North Tahoe Public Utility District

CONTRACTOR BUSINESS ADDRESS

P.O. Box 139

CITY

Tahoe Vista

STATE

CA

ZIP

96148

PRINTED NAME OF PERSON SIGNING

Brad Johnson

TITLE

General Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

CTA24034L

PURCHASING AUTHORITY NUMBER (If Applicable)

TAH-3125

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Tahoe Conservancy

CONTRACTING AGENCY ADDRESS

1061 Third Street

CITY

South Lake Tahoe

STATE

CA

ZIP

96150

PRINTED NAME OF PERSON SIGNING

Jane Freeman

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Local Assistance Grant

GRANT AGREEMENT

THIS AGREEMENT (Agreement) is entered into between the California Tahoe Conservancy (Conservancy) and the North Tahoe Public Utility District (Grantee) effective upon the date this Agreement has been fully executed by both parties (Effective Date).

1. Scope of Agreement

The Conservancy, pursuant to its Resolution no. 25-03-02.2 of March 20, 2025, and Section 66907.7 of the Government Code, grants to the Grantee a sum not to exceed **Ninety Thousand Dollars (\$90,000)**, subject to the terms and conditions set forth below.

These funds shall be used for the Secline Beach Enhancements Project (Project) as further described in the Conservancy staff recommendation of the same date as the above resolution.

The Grantee hereby agrees to complete the Project in accordance with:

- a. The terms and conditions of this Agreement;
- b. The Scope of Work described in **Exhibit A**; and
- c. The Budget Detail and Grant Schedule as set forth in **Exhibit B**.

The Grantee shall at all times exercise responsibility over the Project.

2. Incorporation of Documents by Reference

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

- a. Exhibit A, Scope of Work;
- b. Exhibit B, the Budget Detail and Payment Provisions;
- c. Exhibit C, the Grantee's List of Assurances;
- d. Exhibit D, Request for Disbursement Form;
- e. Exhibit E, Eligible and Ineligible Costs;
- f. Exhibit F, Reporting and Data Requirements; and
- g. Exhibit G, Mandatory Insurance Provisions.

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) the body of the Agreement; (2) the Scope of Work; (3) the Budget Detail and Grant Schedule; (4) the List of Assurances; (5) the Eligible and Ineligible Costs; (6) the Mandatory Insurance Provisions; (7) the Reporting and Data Requirements; and (8) the Request for Disbursement Form.

GRANT AGREEMENT

3. Scope of Work

The Scope of Work, **Exhibit A**, describes the tasks and deliverables funded by this grant. The Scope of Work may be modified upon Grantee's submission of a modified Scope of Work and the Executive Director's (or designee's) written approval.

4. Other Contractors

Nothing in this Agreement shall create any contractual relationship between any third party contractor and the Conservancy.

5. Publicity and Acknowledgment

Grantee agrees that it will acknowledge the Conservancy's support whenever work funded in whole or in part by this Agreement is publicized in any news media, brochures, articles, seminars, or other type of promotional material.

6. Copies of Data, Plans and Specifications, Reports

Grantee shall provide the Conservancy with copies of all data, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, and recommendations of every description or any part thereof, prepared under this Agreement in accordance with the Reporting and Data Requirements, **Exhibit F**.

All material, data, information, and written, graphic, or other work produced or developed, and formally or informally produced or delivered for or to the Conservancy under this Agreement is subject to the unqualified and unconditional right of the State of California to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, for or on behalf of the State or to carry out State objectives, free of charge and to authorize others to do so. Upon issuance of a trademark, service mark, or patent claiming such work, the Conservancy shall be granted a perpetual, royalty-free, nonexclusive, and irrevocable license to use, reproduce, and publish the work or any part of it, and use the work or any part of it in the creation of derivative works for or on behalf of the State, or to carry out State objectives, and to grant to any third party a comparable and coextensive sublicense. If any such work is subject to copyright, Grantee will not assert its rights under copyright against the Conservancy, or against any third party, through the Conservancy, to use, reproduce, publish, create derivative works, display, or perform the work or any part of it for or on behalf of the State or to carry out State objectives.

Grantee shall submit all electronic data collected and created under this Agreement to the Conservancy. A condition of final payment under this Agreement includes delivery

GRANT AGREEMENT

of all related data in the format requested. The Conservancy reserves the right to conduct technical review of interim or final grant deliverables prior to making reimbursement or final payments.

7. Scope of Work Completion

Grantee shall complete the Scope of Work by the completion date provided in the Grant Schedule in **Exhibit B**. Upon completion of the Scope of Work, the Grantee shall supply the Conservancy with evidence of completion by submitting: (1) the work products specified in **Exhibit A**; (2) the Final Report specified in **Exhibit F**; and (3) a fully executed final Request for Disbursement form, **Exhibit D**. Within thirty (30) days of Grantee's compliance with this Section, the Conservancy shall determine whether the Scope of Work has been satisfactorily completed. If the Conservancy determines that the Scope of Work has been satisfactorily completed, the Conservancy shall issue to the Grantee a Letter of Acceptance of the Scope of Work. The Scope of Work shall be deemed complete as of the date of the Letter of Acceptance.

8. Progress Reports and Final Report

The Grantee shall submit progress reports and a Final Report consistent with **Exhibit F** and the Scope of Work (**Exhibit A**). Progress reports shall be submitted semi-annually (April and October). The Final Report shall be submitted on or before the completion date listed in the Grant Schedule as described in **Exhibit B**. A request for final payment should be submitted in conjunction with, but not as a portion of, the Final Report.

9. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in **Exhibit B**.

10. Term of Agreement; Termination

This Agreement shall take effect upon the Effective Date. The term of the Agreement shall run from the Effective Date through **March 30, 2028** (the End Date) unless otherwise terminated or amended as provided herein.

Prior to completion of the grant, for any discrete component of the Scope of Work, either party may indicate its intent to terminate its obligations under this Agreement with respect to that component, for any reason, by providing the other party with sixty (60) days' notice in writing.

In the event of termination by the Conservancy, Grantee agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (binding)

GRANT AGREEMENT

obligations incurred by Grantee in the performance of this Agreement until the date of actual termination, but in any case, not to exceed the undisbursed balance of funding authorized in this Agreement.

If, other than for reasons beyond Grantee's control, Grantee fails to complete the work in accordance with this Agreement or fails to fulfill another material term or obligation of this Agreement, Grantee shall repay to the Conservancy all amounts disbursed by the Conservancy hereunder. The Conservancy may, in its discretion, waive such repayment, in whole or in part, on the basis of Grantee's written statement of reasons. If the Executive Director (or designee) does not approve such waiver, the matter shall be referred to the Conservancy's governing board for its decision.

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

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

11. Liability

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

The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from the Conservancy to the Grantee and is not an "agreement" as that term is defined in Government Code Section 895 or a "construction contract" under Civil Code Sections 2782 or 2783. Accordingly, it is acknowledged Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the Conservancy and/or the State of California arising under Government Code Sections 895.2 and 895.6.

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its Directors, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except

GRANT AGREEMENT

such liability as results from the Conservancy's active negligence or the intentional wrongdoing of Conservancy, its member(s), Director(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.

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

12. Insurance

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

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

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

13. Travel

Travel related expenses may not exceed the State travel reimbursement rate. For details, see the Department of Human Resources (CalHR) Travel Reimbursements website at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

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Due to budget constraints and in the spirit of fiscal responsibility, all in-person meetings shall be located within a 100-mile radius of Lake Tahoe, California, unless approved in advance by the Conservancy. Any travel required by the Conservancy staff in relation to the production of work outside of the 100-mile radius shall be paid for by the Contractor unless specifically authorized. These travel costs shall include airfare, rental car, and overnight accommodations, if necessary.

14. Audits/Accounting/Records

The Grantee shall establish an official file for the grant. The file shall contain adequate documentation of all actions that have been taken with respect to the grant Scope of Work.

Grantee shall establish separate accounting records for receipt, deposit, and disbursement of all grant funds. All funds received by the Grantee shall be deposited into separate fund accounts that identify the funds and clearly show the manner of their disposition. The Grantee agrees that adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. The Grantee shall promptly report to the Conservancy the application for or the receipt of any new funds from other funding sources.

The Grantee shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all grant funds. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

All Grantee records relevant to the Scope of Work must be preserved a minimum of three (3) years after the final payment of the contract or the final audit, whichever is later, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the State of California.

The State of California and the Conservancy reserve the right to call for a program audit or a financial audit at any time between the execution of this Agreement and the completion or termination of the Scope of Work. At any time, the Conservancy may

GRANT AGREEMENT

disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement.

15. Independent Status of Grantee and Conservancy

The Grantee, its agent(s) and employee(s), and the Conservancy, its agent(s) and employee(s), in the performance of this Agreement, shall act in an independent capacity and not as Directors or employees or agents of the respective parties.

16. Nondiscrimination

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 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 Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

17. Assignability

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

18. Time of the Essence

Time is of the essence as to the date upon which Grantee has agreed to complete the Scope of Work. With respect to all other dates set forth herein, Grantee shall use best efforts to accomplish the tasks on the specified date.

19. Amendment

Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and

GRANT AGREEMENT

no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

Any request to extend the term of the Agreement beyond March 30, 2028, must be submitted to the Conservancy in writing no later than by November 30, 2027. Approval of any time extension (Completion Dates or term of Agreement) is at the sole discretion of the Conservancy.

20. Grant Coordinator(s)

Name	Agency, Title	Phone	Email
Scott Cecchi	California Tahoe Conservancy, Grant Coordinator	530-208-8323	scott.cecchi@tahoe.ca.gov
Jess Kohls	California Tahoe Conservancy, Fiscal	530-208-7826	jess.kohls@tahoe.ca.gov
Nathan Chorey	NTPUD, Engineering Manager	530-448-4895	nchorey@ntpud.org
Justin Broglio	NTPUD, Project Lead	530-414-8401	jbroglio@ntpud.org

21. Conservancy Approvals

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

22. Grantee Approvals

All actions and approvals, required to be taken by the Grantee under this Agreement, may be taken by the Grantee's Project Lead, Brad Johnson, or their designee.

23. Resolution

The signature of the Executive Director or other authorized Conservancy official on this Agreement certifies that the Conservancy, by Resolution no. 25-03-02.2, granted up to Ninety Thousand Dollars (\$90,000) to implement the Secline Beach Enhancements Project.

GRANT AGREEMENT

24. Sections and Headings

The headings and captions of the various sections of this Agreement have been inserted only for the purpose of convenience, and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Agreement.

25. Severability

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

26. Entire Agreement

This Agreement, and the attached exhibits, constitutes the entire contract between the parties hereto, relating to the Scope of Work and may not be modified except by an instrument in writing signed by all parties to the Agreement.

27. Russian Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the Conservancy determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The Conservancy shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the Conservancy.

EXHIBIT A
SCOPE OF WORK

Project: CTA24034L

Project Title: Secline Beach Enhancements Project (Project)

Project Location: Kings Beach, CA

Type of Grant: Planning

Timeframe: 2025 – 2028

Project Description

This Project will fund environmental analysis under the California Environmental Quality Act (CEQA) and plan public recreation access upgrades and environmental improvements.

The North Tahoe Public Utility District (NTPUD) hosted its first Secline Beach public workshop in October 2024, in partnership with Placer County and the Conservancy. More than 60 people attended this in-person event and over 200 people completed an online survey. Initial feedback indicates that the public is interested in improving Secline Beach site accessibility, installing permanent restrooms, formalizing picnic areas, adding kayak and paddleboard storage, improving e-bike infrastructure, and improving walkable connections to nearby North Tahoe Beach and Kings Beach State Recreation Area. The NTPUD will use public input to complete the Project environmental analysis.

Secline Beach has minimal recreational amenities despite being a spectacular public beach located in the heart of Kings Beach. The NTPUD is leading an effort to make improvements at this beach to enhance the user experience, lake access, and accessibility. Secline Beach has the potential to reduce crowding issues at the nearby Kings Beach State Recreation Area and at North Tahoe Beach.

Tasks and Deliverables

Task 1 - CEQA Compliance

Grantee will complete CEQA compliance for the Project. To do this, Grantee will complete resource studies, tribal consultation (if necessary), community engagement, and other requirements. Grantee will keep the Conservancy apprised of CEQA-related actions and provide an opportunity for the Conservancy to review and provide input.

The NTPUD anticipates completing environmental analysis for the Secline Beach project by 2027. The NTPUD will complete this environmental analysis in conjunction with its Secline Beach public outreach and conceptual design process that began in 2024.

Task 1 Deliverables:

1. Resource studies analyzing the Project. These may include but are not limited to biological studies, cultural resources studies, or scenic evaluations.
2. Administrative draft CEQA document (if applicable). Alternatively, a public draft may be provided.
3. Final Project CEQA document filed with the California State Clearinghouse.

EXHIBIT B
Budget Detail and Payment Provisions

Project: Secline Beach Enhancements Project

Grant Budget

The budget has been authorized for a maximum of Ninety Thousand Dollars (\$90,000).

Project Expenditure	Grant Budget
Task 1 **	\$ 90,000
Project Total	\$ 90,000

** Due to funding constraints, Grantee must expend \$34,200 by June 30, 2027 or forfeit that funding. Invoice must be provided not later than March 31, 2027.

1. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the Grant Budget above. If necessary, the Grantee shall submit a written request to revise the dollar amount of an item which may be increased by up to ten percent (10%) in the Grant Budget through a reallocation of funds from another item(s). The Grantee shall notify the Conservancy in writing at the time of requesting any such reallocation, and shall identify both the item(s) being increased and those being decreased. For any increase of more than ten percent (10%), the Grantee must include a reasonable justification for the reallocation of funds, and shall not proceed without written approval of the change by the Conservancy.

2. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. The Grantee shall request disbursement in accordance with **Exhibit B**, by submitting to the Conservancy a fully executed "Request for Disbursement" form which contains:
 - The invoice number;
 - Grantee's name and address;
 - The number of the Agreement (i.e., CTA24034L);
 - The date of the submittal;
 - The amount of the invoice;
 - The period of time for the services invoiced;
 - Contact person and phone number;
 - The expenditures broken down by task as shown in **Exhibit B**;

- The itemized documentation of all work done for which disbursement is requested, including complete timesheets and receipts; and
- The signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

Additionally, each form shall be accompanied by:

- Any supporting invoices or other source documents from contractors hired by the Grantee to complete any portion of the Scope of Work funded under this Agreement; and
 - Documentation of the completion of the portion of the Scope of Work for which disbursement of grant funds is requested.
- C. Invoices shall be submitted not more frequently than monthly, but no less than quarterly, in arrears to accounts.payable@tahoe.ca.gov.
- D. Final invoice must be clearly marked as "FINAL". **Final invoice must be submitted no later than April 30, 2028.**
- E. Invoices must be received within 14 days of the date on the invoice. Invoices received more than 14 days from invoice date may be rejected and a new invoice required.
- F. Invoices submitted without proper documentation or other deficiency will be disputed within 10 days of receipt of the invoice. Payment will be withheld until the deficiency is cured.

3. Costs and Disbursements

Upon determination by the Conservancy that all conditions precedent to disbursement have been fully met, the Conservancy shall disburse to the Grantee, in accordance with the approved Grant Budget, a total amount not to exceed the amount of this grant, as follows:

Disbursements of grant funds shall be made incrementally as separate components of the Scope of Work are satisfactorily completed and shall be on the basis of costs incurred. The final ten percent (10%) of the total grant amount shall be withheld to ensure satisfactory completion of the Scope of Work. Upon substantial completion of the Scope of Work, the amount withheld may be reduced by the Conservancy to not less than five percent (5%).

The remaining amounts withheld shall be disbursed upon (1) Grantee's satisfactory completion of the Scope of Work, submittal of a Final Report, and a fully executed final Request for Disbursement substantially in the form of **Exhibit D**; and (2) final approval of the completed Scope of Work by the Grant Coordinator.

Any Request for Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, the Conservancy will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence because of delays in payment or other breach of the Agreement between the Grantee and the

contractor, are the responsibility of the Grantee and are not reimbursable under this Agreement.

Conservancy will make best efforts to forward each completed and approved Request for Disbursement form to the State Department of General Services or to the Office of the State Controller, as the case may be, within thirty (30) working days of receipt by the Conservancy.

4. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.
- C. In the event of termination, the parties agree to take all reasonable measures to prevent further costs under this Agreement, and the Conservancy shall be responsible for any reasonable and non-cancellable (binding) obligations incurred by the Grantee in the performance of this Agreement until notice of termination.

5. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C
List of Assurances

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

1. Grantee possesses legal authority to apply for and receive the grant funds and that where appropriate, a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. Grantee has sufficient funds or commitments for sufficient funds to complete the Scope of Work, over and above the portion to be borne by the Conservancy.
3. Except as otherwise provided by law, Grantee will give the Conservancy, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
4. Grantee ensures that any publications, studies, reports, or brochures which are made possible by or derived in whole or in part from the Project shall acknowledge the assistance of the Conservancy as follows: "Funding for this project has been provided in part by the California Tahoe Conservancy."
5. Grantee will cause work on the Scope or Work to be commenced within a reasonable time after receipt of notification from the Conservancy that funds have been approved, and will carry the work to completion with reasonable diligence.
6. Grantee agrees to use licensed professionals to perform services under this Agreement where such services are called for including legal, engineering, architectural and environmental sciences, qualified and licensed in the State of California.
7. Grantee shall comply with applicable State laws which may include (1) the Public Contract Code, including the State Contract Act; (2) the payment of workers compensation and where applicable the payment of prevailing wages; (3) building and health and safety code and disabled access law; and (4) the applicable requirements of the California Environmental Quality Act.

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

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

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

Failure to comply with conflict of interest laws, including business and financial disclosure provisions may result in the Agreement being declared void or other legal action.

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

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

EXHIBIT D
Request for Disbursement

CALIFORNIA TAHOE CONSERVANCY
GRANT PROGRAM INVOICE

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

From:

North Tahoe Public Utility District

PO Box 139

Tahoe Vista, CA 96148

To:

Accounts Payable

California Tahoe Conservancy

1061 Third Street

South Lake Tahoe, CA 96150

accounts.payable@tahoe.ca.gov

CTC Grant Agreement No:

CTA 24034L

①

Grantee Invoice No.:

②

Billing Period:

③

Submittal Date:

GRANT FUNDS ONLY						
Line Items	Grant Allotment <small>(per line item of N/A)</small>	④ Previous Expenditures to Date <small>(From previous invoice)</small>	⑤ Current Expenditures <small>Grant Funds Only</small>	⑥ Total Expenditures to Date <small>(4 + 5 = 6)</small>	% of Line Item Budget Spent to Date <small>(6 ÷ Grant Allotment = %)</small>	N/A
Task 1 - CEQA compliance	\$90,000.00		\$0.00	\$0.00	0.00%	-
Task 2 -	\$0.00		\$0.00	\$0.00	#DIV/0!	-
Task 3 -	\$0.00		\$0.00	\$0.00	#DIV/0!	-
Indirect Costs (%)	\$0.00		\$0.00	\$0.00	#DIV/0!	-
TOTALS	\$90,000.00	\$0.00	\$0.00	\$0.00	0.00%	-

FOR CTC STAFF

CTC Initials/Date

FOR DGS-CFS STAFF

Date Received from DWQ

Date to Accounting

⑧ Total Amount Due This Invoice

⑨ ☐ Final Invoice

GRANTEE SIGNATURE

⑩ Grantee Project Director or Designated Representative

Date

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

FOR STATE USE ONLY

CTC Date Stamp

DGS-CFS Date Stamp

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EXHIBIT D
Request for Disbursement

11 Grant Manager

Date

I certify this invoice, to the best of my knowledge and belief, is accurate and complete and I approve this invoice payment.

Rev. 2-11-14

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EXHIBIT D
Request for Disbursement

Instructions for Grant Program Invoice

Information pertaining to this Grant program Invoice template is located in Exhibit B of the executed Grant Agreement.

FOR STATE USE ONLY

Line Item: Line Item listed per Exhibit B - Line Item Budget

Grant Allotment: Amounts allotted to Line Item Budget per Exhibit B of Grant Agreement.

% of Line Item Budget spent to date: Calculation of total expenditures divided by Grant Allotment. Shouldn't exceed 100%

TO BE COMPLETED BY GRANTEE/PROJECT DIRECTOR

- ① **Grant Invoice Number:** Assign a sequential invoice number, for example: 1, 2, 3.
- ② **Billing Period:** Enter Billing Period of work performed. Example for quarterly billing: Jan 1, 2015 to Mar 31, 2015. Example for monthly billing: Jan 1, 2015 to Jan 31, 2015.
- ③ **Date:** Enter the Date invoice is submitted.
- ④ **Previous Expenditures to Date:** From the last invoice, enter line item amounts from "**Total Expenditures to Date.**" If first invoice, enter zero (0).
- ⑤ **Current Expenditures** (Grant Funds Only): Enter the current grant fund charges for this billing period.
- ⑥ **Total Expenditures to Date:** This is calculated by adding the Previous Expenditures and Current Expenditures.
- ⑦ **If Applicable:** Match Amount For This Invoice: COMPLETE ONLY IF MATCH IS INCLUDED IN THE GRANT AGREEMENT BUDGET. Enter the match dollars applied to this invoice billing period.
- ⑧ **Total Amount Due This Invoice:** The amount due is the Total Current Expenditures.
- ⑨ **Final Invoice:** Check this box for final invoice only.
- ⑩ **Grantee Program Director or Designated Representative:** Original signature and date (in ink).

FOR STATE USE ONLY

- ⑪ **Grant Manager:** Original signature and date (in ink).

EXHIBIT E

ELIGIBLE AND INELIGIBLE COSTS

In general, only costs for items within the Scope of Work and the timeframe of the grant agreement are eligible for payment. Grant funds must be spent consistent with General Obligation Bond Law, Government Code section 16727. Eligible expenses may be incurred by the grantee after the agreement is fully executed.

Eligible activities and expenses include, but are not limited to:

- project administration
- interagency and public coordination and consultation
- project management/administration
- preparation of grant-required documents

Ineligible activities and expenses include, but are not limited to:

- all costs incurred before Conservancy Board authorization of grant award
- all costs related to the preparation and submittal of the grant application
- staff time to oversee contracted project management services
- staff time beyond administration of grant products and requirements
- food, refreshments, and decorations
- marketing materials
- membership fees and associated costs for attendance at conferences
- ongoing project site operations and maintenance
- travel not expressly identified in the grant budget
- disallowance of per diem and mileage expenditures or at levels above State-authorized per diem amounts. Current rates are available online in chapter 700 (Travel) of the *California State Administrative Manual*
- funding for a purchase price above the appraised fair market value
- equipment that will be used for purposes that are unrelated to the project
- costs that are not substantially related to the project

EXHIBIT F

REPORTING AND DATA REQUIREMENTS

WEBSITE ACCESSIBILITY

In accordance with California's Assembly Bill 434, documents prepared for publication on California State agency websites must comply with Level AA success criteria found in Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium (Gov. Code, § 11546.7., 7405 and 11135). Visit the California Department of Rehabilitation website for more details: <https://www.dor.ca.gov/Home/AB434>.

All deliverable documents must be submitted in Adobe PDF format, with a copy of a successful accessibility check report from Adobe Acrobat Pro CC. In addition, all original source documents (MS Office, Adobe Creative Cloud, etc.) must be delivered. For documents originating in Word, the original MS Word document in DOCX format must be provided, using the most recent version of MS Word, with a copy of a successful accessibility check report from Microsoft Word.

SEMI-ANNUAL REPORTING

- Project Name, CTA#
- Date Submitted; Reporting Period; Prepared by
- Invoice Number
- Summary of work completed during reporting period
- Discussion of any challenges or opportunities encountered
- Schedule Assessment (describe extent to which project is on track with the submitted schedule)
- Financial Analysis (describe extent to which the project costs are consistent with the submitted budget)
- Draft products, reports, interim findings, or other relevant data or materials produced
- Production Summary Table:

Product	Scheduled delivery date	Actual delivery date	Amount expended this period	Total amt. expended to date	% of total budget expended to date	Percent of task complete	Status

FINAL REPORTING: ALL GRANTS

- Project Name, CTA#
- Date Submitted; Prepared by
- Brief summary of the objectives of the project and how these objectives were accomplished
- Findings, conclusions, data or recommendations for follow-up or ongoing activities
- Financial Analysis (Final project costs for all funding sources; e.g., identify cost overruns compared to the approved budget, any cost savings, unused funding to be returned, etc.)
- Statement, if applicable, of future intent of public and/or private support to maintain or further develop the project, including proposed submittal dates for future funding
- Media coverage, as well as all promotional and educational materials produced
- Workplan work products and data, including public and agency meeting summaries (electronic)

ANNUAL EIP REPORTING

- Grantees must submit their project to the Environmental Improvement Program (EIP) tracker (<https://eip.laketahoeinfo.org/>) within three months of grant agreement start date.
- Consult with the Tahoe Regional Planning Agency (TRPA) on EIP reporting, tracking, and performance requirements and complete reporting requirements (as applicable).

METADATA STANDARD

The standard for GIS metadata in the State of California will adhere to the Federal Geographic Data Committee (FGDC) Standard. Organizations are free to develop, edit and enhance their organizational metadata based on the full FGDC standard, but as a minimum, the California Minimum Metadata Data Standard will provide organizations that ability to comply and document GIS data with the elements outlined below.

The FGDC Standard and the California Minimum Metadata Standard will apply to all authoritative and finalized GIS data products – to include both Raster and Vector data formats.

Abstract: Briefly describe what the dataset is about (who, what, where, when). Include any limitations of the dataset, assumptions made, and if there is anything special that the user of these data should be aware of.

Name: Uniquely identifies the dataset

Purpose: Briefly describe why the dataset was created.

Date: The date or range of dates when the data were gathered, or the date the photos, maps or other items at the core of the data set, were created.

Contact: Contact information for an individual or organization that is knowledgeable about the data set. Include:

Organization's Name: Program, administrative unit, and agency, company, or group name
Telephone Number: Including Area Code
E-Mail address: (Generic email address)

Field Definitions: List and define each field,

Abbreviation Definitions: For any field that contains numeric or alphabetic codes (e.g., SAC = Sacramento County), list each code/abbreviation and provide an unabbreviated definition.

Access/Use Constraints: Is there a need to limit who has access to see or read this dataset? If so, specify. If not, put "None". Also include how the data should be cited, if you want something specific.

Distribution: Define distribution constraints. Also designate the location of the data. If the data is distributed as a web service or end point, provide the url or link to the service

Progress: Complete or Incomplete.

Update Frequency: Possible values are: Continually, Daily, Weekly, Monthly, Annually, Unknown, As Needed, Irregular, None Planned, or

Projection: What is the Projected Coordinate System name?
Please define the complete projection information for your data here

Datum Which Datum is the projection in?
NAD83 (GCS_North_American_1983) (preferred)
NAD27 (GCS_North_American_1927)
WGS84 (WGS_1984)

ISO Topic Category and Category Code:

Farming	001
Biota	002
Boundaries	003
Climatology/ Meteorology/ Atmosphere	004
Economy	005
Elevation	006
Environment	007
Geoscientific Information	008
Health	009
Imagery/BaseMaps/ EarthCover	010
Intelligence/Military	011
Inland Waters	012
Location	013
Oceans	014
Planning / Cadastre	015
Society	016
Structure	017
Transportation	018
Utilities / Communication	019

Keywords: keyword tags that define the data. Example: Forest Cover – trees, canopy, woodland, coniferous, etc...

EXHIBIT G

MANDATORY INSURANCE PROVISIONS

Does not apply to State of California and Nevada Departments – Applies to ALL Subcontractors

INSURANCE. Throughout the time period of this agreement, the CONTRACTOR shall provide the following minimum insurance coverage as listed below. Contemporaneous with the signing of this agreement, the CONTRACTOR shall file with a Certificate of Insurance, with a Best's Rating of no less than A:VII for Professional Liability Insurance and A:V for all other insurance showing. Documentation of such rating shall be provided at the same time Insurance Certificates are submitted.

In the event any policy is canceled prior to the completion of the project and the CONTRACTOR does not furnish a new certificate of insurance prior to cancellation, the insurance shall be obtained on Contractor's behalf and the cost of the premium(s) shall be deducted from contract monies due the CONTRACTOR.

Worker's Compensation and Employers Liability Insurance:

By their signature hereunder, as CONTRACTOR, each person signing this agreement on behalf of the CONTRACTOR certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and he or she will comply with such provisions before commencing the performance of the work of this contract.

If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than ONE MILLION DOLLARS (\$1,000,000) each accident for bodily injury by accident, ONE MILLION DOLLARS (\$1,000,000) policy limit for bodily injury by disease, and ONE MILLION DOLLARS (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to California Tahoe Conservancy"

CONTRACTOR shall require all SUBCONTRACTOR to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be submitted upon demand.

General Liability Insurance:

CONTRACTOR shall maintain Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily

injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- ◆ TWO MILLION DOLLARS (\$2,000,000) each occurrence
- ◆ TWO MILLION DOLLARS (\$2,000,000) aggregate

If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - ◆ TWO MILLION DOLLARS (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ◆ TWO MILLION DOLLARS (\$2,000,000) Personal Injury Liability
 - ◆ TWO MILLION DOLLARS (\$2,000,000) for Products-Completed Operations
 - ◆ TWO MILLION DOLLARS (\$2,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be THREE MILLION DOLLARS (\$3,000,000).

Special Claims-Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written approval which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - ◆ TWO MILLION DOLLARS (\$2,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - ◆ TWO MILLION DOLLARS (\$2,000,000) aggregate for Products Completed Operations
 - ◆ TWO MILLION DOLLARS (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverage:

If more than one policy is used to meet the required coverage, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved as noted above. In no cases shall the types of policies be different.

Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) **"_____ and the State of California, California Tahoe Conservancy, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."**
- 2) "The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage with respect to any insurance or self-insurance programs maintained by _____ and no insurance held or owned by the California Tahoe Conservancy shall be called upon to contribute to a CONTRACTOR loss. This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to California Tahoe Conservancy.

Additional Liability Insurance

CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage in an amount no less than two million dollars (\$2,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles, trucks, and other vehicles.

Professional Liability Insurance (Errors & Omissions):

CONTRACTOR shall maintain Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than ONE MILLION DOLLARS (\$1,000,000). If the policy does not have an endorsement providing that defense costs are excluded in the aggregate limits, then the required aggregate limits shall be TWO MILLION DOLLARS (\$2,000,000).

Additional Requirements

Premium Payments: The insurance companies shall have no recourse against the California Tahoe Conservancy and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR'S insurance policies. The amount of deductibles for insurance coverage required herein should be reasonable and subject to Grantor approval.

CONTRACTOR'S Obligations: CONTRACTOR'S indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

May 29, 2025

Ms. Suzi Gibbons
Contracts and Planning Coordinator
North Tahoe Public Utility District
875 National Avenue
PO Box 139
Tahoe Vista, CA 96148

SUBJECT: Proposal to prepare Environmental Documentation for the
NTPUD Secline Beach Enhancements Project (Project)

Dear Ms. Gibbons:

Based on your request for a formal proposal for the environmental documentation work included in the 2024 grant application to the CTC, I am submitting the attached proposal to prepare environmental documentation for the subject Project.

We appreciate your consideration of HBA for this opportunity. Please contact me at 775/267-7202 if you have questions or require additional information. I look forward to getting a formal contract agreement in place to begin completing the desired work.

Sincerely,



Robert G. Brueck
Manager

Work Plan: list of tasks, descriptions and deliverables

Environmental Documentation – Baseline and Impact Assessment

Task 1: Project Initiation/Admin/Meetings

Participate in an agency kick off meeting to further define tasks, schedule and necessary data for preparation of the environmental documentation. Throughout the preparation of the environmental documentation, up to five one (1) hour meetings will be held as needed to coordinate with design team and agency staff.

Task 2: Data Collection and Site Assessment (2025)

Collect and review existing technical background studies available for the site and conduct additional studies/field work to analyze the effects of the eventual Conceptual Design/Improvement Plans. Results of the site assessments will be documented in memoranda for use by the design team during development of conceptual plans. Based on the Project's potential for site improvements within the Lake Tahoe Shorezone, recommended studies include:

- Traffic and Parking (if changes to site capacity or concessions are proposed). Memo will include a qualitative analysis of the parking, traffic, and Vehicle Miles Traveled (VMT) impacts associated with the project. This analysis will outline the existing constraints related to vehicular access at the project site, such as limited parking availability, non-automotive access options, and the local-serving nature of the project. Please note that this scope of work does not include a full transportation impact analysis.
- Stormwater/Sediment/PLRM assessment (determine potential benefits to water quality/TMDL from implementation of formal stormwater management). Local drainage patterns will be mapped to calculate the volume of runoff emanating from within the parcels, and if appropriate, design approaches which have the potential to improve water quality will be recommended to the project team. If appropriate, conceptual approaches to channel SEZ improvements will be described.
- Scenic Assessment (assessment tool for projects located within the Shoreland)
- Land Capability/Coverage and Wetland/SEZ Mapping/Verification (existing work included in the Design Workshop scope to assist with development of conceptual design plans plus supplemental wetland delineation work as required by the NEPA lead agency)
- Floodplain Mapping/Verification. Much of the site is currently mapped by FEMA as a Special Flood Hazard Area, Zone A. Available information related to the FEMA mapping will be reviewed and used, along with the best available topographic information (e.g., topo survey completed by Design Workshop and Letter of Map Amendment prepared for parcel west of Griff Creek), to delineate the 100-year floodplain extents. To determine whether existing mapping can be amended, supplemental surveys are proposed for use during future planning and design efforts.
- Initial Backshore Boundary Assessment. A preliminary delineation of the Backshore Boundary will be provided, as based on field indicators of wave run up, such as high water marks, and areas of instability. To determine whether existing backshore mapping can be amended, wave run up calculations will be performed as part of this preliminary assessment to support future planning and design efforts.
- Biological Resources Assessment (including Tahoe Yellow Crest Survey assuming improvements may increase public access to beach areas)
- Cultural Resources Assessment
- Tribal Consultation (California AB 52 on behalf of CEQA lead agency)

Additional studies required for the NEPA lead agency may include: preparation of agency specific biological resources reports such as Biological Evaluation (USFS) or Biological Assessment; Air Quality

Assessment; Hazardous Waste Initial Site Assessment, and preparation of agency specific cultural resources reports for Section 106 compliance. If needed, these tasks will be wrapped into the list of studies identified above or included as analysis in the Environmental Documentation (IS/IEC/EA) described below.

Task 3: Environmental Analysis of Conceptual Design/Improvements (2026)

Following development of conceptual design/improvement plans, resource specific analysis of potential project impacts will be completed for each resource that may be impacted by physical or operational changes to the Beach. Examples include: analysis of stormwater treatment systems that may benefit water quality/reduce sediment delivery to Griff Creek and/or Lake Tahoe; visual mass calculations for proposed improvements; evaluation of potential changes to the course or flow of 100-year flood waters; and VMT and parking demand analysis. The draft Analysis will be reviewed with agency staff and updated as needed for use in the CEQA/TRPA/NEPA environmental documentation deliverables.

Task 4: Environmental Documentation – CEQA Initial Study and TRPA Initial Environmental Checklist and NEPA Environmental Assessment (2026)

Project improvements are not expected to have significant impacts that cannot be avoided or mitigated to a less than significant level. Therefore, the environmental review will be prepared using the CEQA Initial Study (IS), TRPA Initial Environmental Checklist (IEC) and NEPA Environmental Assessment (EA) to allow for adoption of a CEQA Negative Declaration (or Mitigated Negative Declaration), TRPA Finding of No Significant Effect (FONSE) and NEPA Finding of No Significant Impact (FONSI). The level of detail for each checklist question will be determined based on the potential for significant environmental impact. Resource areas with the greatest potential for impact (e.g., recreation, traffic and parking, soils/water quality, hydrology, scenic resources) will include the most detailed analysis. Resource areas with little to no potential for significant impacts (e.g., population, housing, utilities, hazards, etc.) will be documented with a simple check mark in the IS/IEC form and explanation of no impact within the NEPA supplemental analysis. Should any potentially significant impacts be identified, revisions to the project design will be proposed to reduce impacts to a less than significant level. Draft IS/IEC/EA documents will be prepared and revised following agency review.

Task 5: Prepare Responses/Decision Documents (2026)

Public circulation of the CEQA and NEPA documentation will be followed by preparation of a final package of documents for use by agency decision makers (up to 40 hours are budgeted for responding to comments and updating the environmental documentation for use in agency decision hearings). Should it be requested, up to 24 hours of assistance will be provided to prepare agency staff reports for the hearings.

Cost Budget

Task	Subtask	Hauge Brueck Associates				Subcontractors					Total Labor	Direct Costs*	Total Costs
		Manager	Senior Planner	Senior Bio	CAD/GIS	LSC	Balance PLRM	Balance Flood/BS	Souza Scenic	Hilton Cultural			
1	Project Initiation/Administration/Meetings												
	Kick-Off Meeting	2									2	\$ -	\$ 400
	Initial IS/IEC/EA Project Description	4									4	\$ -	\$ 800
	Project Coordination Meetings (up to 5 one hour meetings)	5									5	\$ -	\$ 1,000
	Sub-total Task 1	11	0	0	0	0	0	0	0	0	11	\$ -	\$ 2,200
2	Data Collection and Site Assessment												
	Collect and Review Existing Data/Permits	2									2	\$ -	\$ 400
	Traffic and Parking	1				32					33	\$ -	\$ 5,480
	Stormwater/Sediment/PLRM Assessment	1					40				41	\$ -	\$ 6,800
	Scenic Assessment (Shoreland Vis Mag)	1							20		21	\$ -	\$ 2,700
	Land Capability/Coverage (Part of Design Grant)										0	\$ -	\$ -
	Floodplain Mapping/Verification	1						24			25	\$ -	\$ 4,160
	Backshore Boundary Verification	1						24			25	\$ -	\$ 4,160
	Biological Resources Assessment	1		32	4						37	\$ 200	\$ 5,920
	Cultural Resource Assessment	1			4					32	37	\$ 500	\$ 4,300
	Sub-total Task 2	9	0	32	8	32	40	48	20	32	221	\$ 700	\$ 33,920
3	Environmental Analysis												
	Traffic and Parking Analysis	2				14					16	\$ -	\$ 2,710
	Stormwater/Sediment/PLRM Analysis	2					20				22	\$ -	\$ 3,700
	Scenic Resources Analysis (Vis Mag System)	4							12		16	\$ -	\$ 2,300
	Land Capability/Coverage Analysis	8									8	\$ -	\$ 1,600
	Floodplain and Backshore Analysis	2						16			18	\$ -	\$ 3,040
	Biological Resources Analysis	2		24							26	\$ -	\$ 4,240
	Cultural Resources Analysis/Tribal Consultation	2								24	26	\$ -	\$ 2,800
	Sub-total Task 3	22	0	24	0	14	20	16	12	24	132	\$ -	\$ 20,390
4	Draft IS/IEC/EA												
	Prepare Admin Draft IS/IEC	42	32		4						78		\$ 13,920
	Revise and Produce/Circulate Draft CEQA/NEPA Docs	24	20								44	\$ 200	\$ 8,200
	Sub-total Task 4	66	52	0	4	0	0	0	0	0	122	\$ 200	\$ 22,120
5	Respond to Comments/Decision Documents												
	Prepare Responses to Comments/Final Doc	12	12	4		2	4	4	2	2	42	\$ -	\$ 7,060
	Update IS/IEC/EA - Assist Agency staff with Staff Reports	12	12								24	\$ -	\$ 4,320
	Sub-total Task 5	24	24	4	0	2	4	4	2	2	66	\$ -	\$ 11,380
	Total Hours	132	76	60	12	48	64	68	34	58	552	\$ 900	\$ 90,010
	Staff Rates	\$ 200	\$ 160	\$ 160	\$ 100	\$ 165	\$ 165	\$ 165	\$ 125	\$ 100			
	Total Labor Costs	\$ 26,400	\$ 12,160	\$ 9,600	\$ 1,200	\$ 7,920	\$ 10,560	\$ 11,220	\$ 4,250	\$ 5,800			
Note: * Direct Costs include out-of-pocket expenses, such as travel, supplies, printing, mileage, photo development, and rentals.													

HAUGE BRUECK

A S S O C I A T E S

2025 RATE SCHEDULE

CLASSIFICATION	HOURLY BILLING RATE
ASSOCIATE I	\$40
ASSOCIATE II	\$50
ASSOCIATE III (LYNCH)	\$70
ASSOCIATE IV (Johnstone)	\$80
ASSOCIATE V	\$100
ASSOCIATE VI (HINTON - GIS)	\$110
ASSOCIATE VII	\$120
ASSOCIATE VIII	\$140
ASSOCIATE IX (VENTURA, ALLING)	\$160
ASSOCIATE X	\$180
ASSOCIATE XI (Brueck)	\$200
ASSOCIATE XII	\$220

(Updated Annually)

Hourly billing rates include labor and overhead (e.g., office space, office supplies, computers, phones, and incidentals).

Mileage billed at IRS rates.

Other direct costs (ODC) billed at actual cost (e.g., printing, travel and subcontractors).



**NORTH TAHOE
PUBLIC UTILITY DISTRICT**

DATE: June 10, 2025

ITEM: F-6

FROM: Planning and Engineering Department

SUBJECT: Authorize the General Manager to Execute Three (3) Additional One-Year Term Extensions to the District Snow Removal Contract

RECOMMENDATION:

Authorize the General Manager to execute three additional one-year terms to the NTPUD Snow Removal 2022-2024 Seasons Contract with B&G Excavation, Inc.

DISCUSSION:

At the August 9, 2022 Board of Directors Meeting, the Board authorized the General Manager to execute the NTPUD Snow Removal 2022-2024 Seasons contract with B&G Excavation, Inc. The District had publicly bid this contract in accordance with the Public Contracting Code. The initial three-year term of the contract has been successfully completed by the contractor. The awarded contract includes three 1-year extensions of the contract, executable by mutual agreement with a cost escalation clause. The contract award at the August 8, 2022 Board Meeting did not include specific authorization for the General Manager to execute the additional three 1-year terms. Staff is requesting that the Board authorize the General Manager to execute these additional terms in accordance with the contract provisions.

FISCAL ANALYSIS:

The budget for the proposed one-year contract extension, as provided for in the awarded snow removal contract, for the 2025/26 season is included in the Fiscal Year 2025/26 Operating Budget, in the amount of \$143,430, between the Base, Recreation, and Utilities funds.


STRATEGIC PLAN ALIGNMENT:

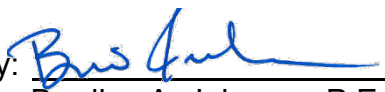
Goal 1: Provide safe, efficient, sustainable water and wastewater services focusing on industry best practices and continuous improvement.

Goal 2: Provide high-quality community-driven recreation opportunities and event facilities.

MOTION: Approve Staff Recommendation.

REVIEW TRACKING:

Submitted By: 
Joseph J. Pomroy, P.E.
Engineering & Operations Manager

Approved By: 
Bradley A. Johnson, P.E.
General Manager/CEO

Reviewed By: 
Patrick Grimes
Chief Financial Officer