



COUNTY OF PLACER
Community Development/Resource Agency

PLANNING
SERVICES DIVISION

Michael J. Johnson, AIPC
Agency Director

E.J. Ivaldi, Deputy Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, AIPC
Agency Director

By: Crystal Jacobsen, Principal Planner

DATE: June 2, 2015

SUBJECT: Contract Amendment for the Tahoe Basin Area Plan EIR/EIS

ACTION REQUESTED

1. Approve a contract amendment with Ascent Environmental for continued preparation of the Placer County Tahoe Basin Area Plan Environmental Impact Report/Environmental Impact Statement (EIR/EIS) in the amount of \$31,700 for a total aggregate amount of \$411,200.

BACKGROUND

The Planning Services Division is continuing with the preparation of the Tahoe Basin Area Plan. The Tahoe Basin Area Plan work program is presently focusing on completing the Public Review Draft Area Plan and a Notice of Preparation (NOP) for the preparation of the EIR/EIS.

The County received verbal and written comments from Tahoe Regional Planning Agency (TRPA) on a first administrative draft Area Plan in fall 2014. Comments from TRPA included direction to make adjustments to the Area Plan to ensure conformance with the TRPA Regional Plan and concerns regarding the need to release a second NOP for the preparation of the EIR/EIS. Staff has been working to address concerns raised by TRPA and has made adjustments to the Area Plan based on input received.

Staff has modified the Area Plan's approach so that the Plan better illustrates the County's on-going investment in environment improvements in the Basin, and also identifies an environmental enhancement strategy for the next 20 years. Staff and the Tahoe Basin Area Plan consultant team have made adjustments to the Area Plan to the satisfaction of TRPA staff and are working to release a Public Review Draft Area Plan and NOP on June 1, 2015. A Draft EIR/EIS is expected in late 2015 and staff is targeting a spring 2016 Board adoption, followed by TRPA submittal of the Area Plan.

Contract Amendment

Ascent Environmental has been under contract with Placer County since April 2014 to assist in the preparation of the EIR/EIS for Tahoe Basin Area Plan. A contract amendment for \$31,700 is required to fund the additional tasks and time to review the adjusted Area Plan, prepare and

release a second NOP, and to conduct EIR/EIS scoping meetings. The contract amendment also adds TRPA as a signatory to the agreement. TRPA staff has reviewed and concurs with the contract terms and scope of work. A complete description of the Scope of Work associated with the proposed contract amendment is provided in Attachment 1.

FISCAL IMPACT

The contract amendment is for \$31,700, increasing the total contract to \$411,200. The \$31,700 will be funded from Planning Division's FY 2015-16 budget.

Attachment 1: First amendment to the EIR/EIS planning services agreement for professional consultant services – Ascent Environmental

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this ____ day of _____ 2015, (the "Effective Date") by and between the Tahoe Regional Planning Agency, a bi-state regional planning agency created by Public Law 96-551 (1980) (hereinafter "TRPA" or "Agency"), County of Placer, a political subdivision of the State of California (hereinafter "County") and Ascent Environmental, Inc., a California Corporation (hereinafter the Consultant"). TRPA, County and the Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. On April 22, 2014, the County and Consultant executed Consultant Services Agreement Contract No. 13395 to retain Consultant to commence preparation of the Tahoe Basin Community Plan Update ("Area Plan Update" or "Project") EIR/EIS. Contract No. 13395 is attached hereto as Exhibit "A".
- B. County and Consultant seek to amend the Scope of Services and payment amount and add TRPA as a signatory to this Agreement.
- C. TRPA consents to become a signatory to this Agreement based on the terms and conditions set forth below.
- D. Once executed, this Agreement shall supersede and replace Contract No. 13395 in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, TRPA, County and the Consultant agree as follows:

OPERATIVE PROVISIONS

SECTION I

ENGAGEMENT AND SERVICES OF THE CONSULTANT

1. Engagement of Consultant. TRPA and County hereby engage the Consultant, subject to the terms and conditions set forth in this Agreement, to perform the services set forth in Exhibit "B," (the "Services"). The Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement.
2. Performance of the Consultant. It is understood that the Services to be prepared under this Agreement are to be prepared in and with cooperation from TRPA and County, and their respective staff and that the Consultant's responsibility will be to TRPA and County. Accordingly, the Consultant shall perform said Services so as to result in a technically and substantively adequate document which complies with the Tahoe Regional Planning Compact, P.L. 96-551 (1980), TRPA Code of Ordinances, The California Environmental Quality Act, Cal. Pub. Res. Code Section 21000-21004, Placer County's Environmental Review Ordinance and all applicable planning and planning-related statutes, laws, regulations, ordinances and guidelines. It is further agreed that in all matters pertaining to the Services, the Consultant shall

act as consultant to only TRPA and County and shall not act as consultant to any other individual or entity affected by the Services in any manner that would conflict with Consultant's responsibilities to TRPA and County during the term of this Agreement.

3. The Consultant's Personnel. The Consultant shall provide adequate and experienced administrative and management personnel to perform the Services.
4. The Consultant's Responsibilities for Costs and Expenses Unless otherwise specified, the Consultant shall be responsible for all costs and expenses incurred relative to the Consultant, personnel of the Consultant, and subcontractors of the Consultant, in connection with the performance of the Services as described in Exhibit "B", including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.
5. Payment to Consultant. County agrees to pay to the Consultant as set forth on Exhibit "C" (the "Compensation") as the sole compensation under this Agreement for the Services as described in Exhibit "B." This payment shall be made in accordance with Sections III and IV of this Agreement. Any alterations to the Compensation shall be accomplished by written amendment to this Agreement.

SECTION II RESPONSIBILITIES OF THE CONSULTANT

1. Personnel. The Services shall be performed by the Consultant or under its supervision. The Consultant represents that it possesses the professional and technical personnel required to perform the Services. TRPA and County retain the Consultant on an independent contractor basis and the Consultant is not an employee of TRPA or County. The personnel performing the Services on behalf of the Consultant shall at all times be under the Consultant's exclusive direction and control. The Consultant shall pay all expenses including, without limitation, salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, and all other amounts due such personnel or due others as a result of the performance by such personnel of the Services in connection with their performance of the Services and other amounts due such personnel in connection with their performance of the Services. The Consultant shall also be responsible for all reports and documentation required for its employees.
2. Cooperation/Project Administrator. The Consultant shall work closely and cooperate fully with TRPA's designated Project Administrator and County's designated Project Administrator and any other agencies which may have jurisdiction or interest in the Services. This Agreement will be administered by the Project Administrators. The Project Administrators, or his/her designees, shall be the principal officers of TRPA and County, for liaison with the Consultant, and shall review and give approval to the details of the Services as they are performed. TRPA and County's designations as its respective Project Administrators are set forth in Exhibit "D". TRPA and County reserve the right to appoint another person as Project Administrator upon written notice to the Consultant and each other.
3. Project Manager. The Consultant shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of the Services. The Project Manager shall be

available to TRPA and County at all reasonable times. The Consultant designates Nanette Hansel to be its Project Manager.

4. Time of Performance. The Services to be performed by the Consultant under and pursuant to this Agreement shall be conducted in accordance with the time tables contained in Exhibit "B."
5. Report Materials. At the completion of the Services, the Consultant shall deliver to TRPA and County all documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant, or prepared by others for the use and/or benefit of the Consultant, or otherwise provided to the Consultant by TRPA or County or by others under this Agreement (the "Report Materials").

Any text work and / or graphic work product produced by the Consultant pursuant to this Agreement and any Report Materials provided for the use/or benefit of the Consultant shall be considered the property of the TRPA and County, and shall be submitted to TRPA and County upon the expiration or termination of this Agreement.

Any text work product shall be submitted to the TRPA and County together with a copy in a digital format that is compatible with either: 1) Microsoft Word for Windows, or 2) Excel for Windows. Any graphic work product submitted to TRPA in digital format must be submitted in one of the following formats: 1) Adobe Illustrator; 2) EPS (encapsulated postscript); 3) Adobe photoshop files; 4) Tiff files; 5) Pict files; or, 6) ARC/Info graphic files. Any graphic work product prepared for TRPA shall, whenever feasible, also be submitted with a copy in digital format compatible with one of the six formats outlined above.

All mapping materials shall be submitted to the TRPA and County as follows:

- (1) All drawings shall be in one of the following formats: (a) .DWG; (b) Arc/View Shape File; or (c) Arc/Info .EOO Files.
 - (2) The scale of the maps shall be 1:100.
 - (3) The storage of the map files shall be on compact disc(s).
 - (4) Fonts should be standard AutoCAD or standard ESRI styles.
 - (5) If a digital drawing is a projected figure, the projection used shall be the California State Plan Zone II NAD 27 and NAD 83 Zone 10 N.
 - (6) All digital aerial photography shall be in a form approved by the GIS Division of the County Planning Department.
 - (7) Any databases accompanying mapping information shall be compatible with Arc/Info and AutoCAD.
6. TRPA Policy. The Consultant shall discuss and review all matters relating to the Services with the TRPA's Project Administrator in advance of all critical decision points in order to ensure that the Services proceed in a manner consistent with the goals and policies of TRPA. TRPA decisions with respect to the Services shall be made after consultation with County.

7. County Policy. The Consultant shall discuss and review all matters relating to the Services with County's Project Administrator in advance of all critical decision points in order to ensure that the Services proceed in a manner consistent with the goals and policies of County. County decisions with respect to the Services shall be made after consultation with TRPA.
8. Conformance to Applicable Requirements. All aspects of the provision of the Services by Consultant shall at all times conform to applicable city, county, state, and federal requirements and be subject to approval of the Project Administrators and the TRPA and County.
9. Hold Harmless and Indemnification Agreement. The Consultant hereby agrees to protect, defend, indemnify, and hold TRPA and County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by TRPA and County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the TRPA and County) and without limitation by enumeration, all other claims or demands, to the extent caused by Consultant's negligent acts, errors, or omissions or willful misconduct. Consultant agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the expense of the Consultant to the extent caused by Consultant negligent acts, errors, omissions or willful misconduct. This provision is not intended to create any cause of action in favor of any third party against Consultant or the TRPA or County or to enlarge in any way the Consultant's liability but is intended solely to provide for indemnification of TRPA and County from liability for damages or injuries to third persons or property to the extent arising from Consultant's negligent performance or willful misconduct pursuant to this Contract.

The term "County" means County and its officers, agents, employees, and designated volunteers. The term "TRPA" means TRPA and its officers, employees, and agents.

10. Standard of Care; Licenses. The Consultant represents and warrants that it and all personnel engaged in performing the Services are and shall be fully qualified and are authorized or permitted under state and local law to perform such Services. The Consultant shall perform the Services in a skillful and competent manner. The Consultant shall be responsible to TRPA and County for any errors or omissions in the execution of its duties hereunder. The Consultant represents and warrants that it and all personnel engaged in performing the Services have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Consultant further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.
11. Insurance. Without limiting the Consultant's indemnification of TRPA and County, the Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement a policy or policies of liability insurance of the type and amounts described in Exhibit "E".

12. Prohibition Against Assignment

- A. The Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly by operation of law, without the prior written consent of TRPA and County. Any attempt to do so without the written authorization of TRPA shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.
- B. The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of the Consultant, if the Consultant is a corporation or of the interest of any general partner or joint venturer or syndicate member or co-tenant of the Consultant, if the Consultant is a partnership or a joint venture, or a syndicate or a co-tenancy, which shall result in changing the control of the Consultant, shall be deemed an assignment of this Agreement. For purposes of this paragraph, "control" means the ownership of fifty percent (50%) or more of the voting power of the corporation or fifty percent (50%) or more of the voting power of a partnership, joint venture, syndicate, or co-tenancy.

- 13. Progress. The Consultant is responsible to keep the TRPA and County Project Administrators and/or their duly authorized designees informed on a regular basis regarding the status and progress of the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the Services or relative to this Agreement.
- 14. Confidentiality. No news releases, including photographs, public announcements, or confirmations of the same, of any part of the subject matter of this Agreement or any phase of the Services shall be made without prior written consent of TRPA and County. The information which results from the Services in this Agreement is to be kept confidential unless the release of information is authorized by TRPA and County.
- 15. Scheduling. The Consultant shall generally have no obligation to work any particular schedule, provided the Consultant will coordinate with TRPA and County in achieving the results sought under the terms of this Agreement.
- 16. No Set Hours/Right to Contract. The Consultant's obligation hereunder is to complete the Services and to meet any deadlines set forth therein. Except as provided herein, the Consultant has no obligation to work any particular hours or days or any particular number of hours or days. In this regard, the Consultant retains the right to contract for similar Services with any other entity, public or private.
- 17. Results. The TRPA and County agree that it will have no right to control or direct the details, manner, or means by which the Consultant accomplishes the results of the Services performed hereunder.

SECTION III
RESPONSIBILITIES OF TRPA

- 1. Cooperation. TRPA shall cooperate with Consultant and County to provide all necessary reviews of the Area Plan Update and EIR/EIS in a timely manner.

2. Extra Work. The Consultant shall not receive additional compensation for any extra work unless such extra work has been authorized in writing by TRPA and County prior to the commencement of the extra work.

SECTION IV RESPONSIBILITIES OF COUNTY

1. Compensation. In consideration of the performance by the Consultant of the Services, County shall pay to the Consultant as set forth in Exhibit "C" (the "Compensation"). Said Compensation includes the additional funds required for the revised scope of work set forth in Exhibit "B". The total amount of compensation to Consultant shall not exceed \$411,200.
2. Extra Work. The Consultant shall not receive additional compensation for any extra work unless such extra work has been authorized in writing by TRPA and County prior to the commencement of the extra work.
3. Invoicing. The Consultant shall submit invoices to TRPA and County on a monthly basis for work performed during the billing period. Each invoice shall show percent progress by task and the cumulative percentage of the Services completed in each billing period. The invoice will describe the nature of the work performed. Each invoice shall also include copies of all invoices to date and a statement of the dollars received by the Consultant to date.
4. Payment to Consultant. County shall make payments to the Consultant within thirty (30) days following the date of receipt of the invoice unless County disputes the amount of the Compensation the Consultant claims it is owed under this Agreement, in which case County shall pay the undisputed portions of the invoice first and then resolve the disputed portion. County will promptly advise TRPA of any such dispute and the nature of resolution of the same. Payments shall be made on the basis of estimated task costs set forth in Exhibit "C."
5. Withholding.
 - A. Disputed Sums. County may withhold payment of any portion of the compensation if payment is disputed until resolution of the dispute with the Consultant. Such withholding by County shall not be deemed, by the Consultant, to constitute a failure to pay by County. The consultant shall not discontinue the performance of the Services for a period of thirty (30) days from the date Compensation is withheld hereunder. The Consultant shall have an immediate right to appeal to County with respect to withheld amounts. The determination of County with respect to such matters shall be final. The Consultant shall be entitled to receive from County interest on any portions of the Compensation withheld which are thereafter deemed to be properly payable to the Consultant at the rate of seven percent (7 percent) per annum, simple interest.
 - B. Retention. County shall have the right to retain an amount equal to five percent (5 percent) of the Compensation ("Retention"). The Retention shall be released to the Consultant upon final approval and acceptance of the Services by County. County

shall have the right without further liability to the Consultant, to utilize the Retention to satisfy obligations of County relative to the Services in the event the Consultant does not complete the Services satisfactory to County.

SECTION V TERMINATION

1. Events of Default. Each of the following events shall constitute an "Event of Default":
 - A. The Consultant shall fail to observe, perform, or comply with any material term, covenant, agreement, or condition of this Agreement which is to be observed, performed, or complied with by the Consultant, of such failure to continue uncured for three (3) calendar days after TRPA and County gives the Consultant notice of any failure and specified the nature of such failure.
 - B. The Consultant shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional or breach of any provision of this Agreement.
2. Termination Upon Event of Default. Upon a termination of this Agreement due to an Event of Default, County shall pay to the Consultant the part of the Compensation which would otherwise be payable to the Consultant with respect to the Services which had been completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.

SECTION VI GENERAL PROVISIONS

1. Nondiscrimination by the Consultant. The Consultant represents and agrees that the Consultant, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee for employment because of race, religion, color, sex, handicap, or national origin. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.
2. TRPA's and County's Rights to Employ Other Consultants. TRPA and County reserve the right to employ other consultants in connection with the projects assigned to the Consultant.
3. Conflicts of Interest.
 - A. The Consultant or its employees may be subject to the provisions of Article III (a)(5) of the Tahoe Regional Planning Compact (P.L. 96-551, 94 Stat. 3233, Cal. Gov't Code Section 66801, N.R.S. 277.200), which requires disclosure of any defined economic interest and prohibits such persons from attempting to influence Agency decisions affecting certain economic interests.
 - B. The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose financial interests that may foreseeably be materially affected by the work performed

under this Agreement, and (2) prohibits such persons from making or participating in making, decisions that will foreseeably financially affect such interests.

- C. If subject to the Act, the Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for termination of this Agreement by TRPA and County.
4. Assignments and Subcontractors. The Consultant shall not subcontract any portion of the Services except as expressly stated herein, without prior written consent of TRPA and County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
5. Notices. All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

To TRPA: Tahoe Regional Planning Agency
Attn: John Marshall
P.O. Box 5310
128 Market Street
Stateline, Nevada 89448
Telephone: (775) 588-4547
Fax: (775) 588-4527
Email: jmarshall@trpa.org

To Placer County: Placer County Planning Department
Attn: Crystal Jacobsen
3091 County Center Drive
Auburn, CA 95603
Telephone: (530) 745-3085
Fax: (530) 745-3080
Email: cjacobse@placer.ca.gov

To the Consultant: Ascent Environmental, Inc.
Attn: Sydney B. Coatsworth
455 Capitol Mall, Suite 300
Sacramento, CA 95814
Telephone: (916) 930-3185
Email: sydney.coatsworth@ascentenvironmental.com

Notice shall be deemed received as follows, depending upon the method of transmittal by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, certified, upon receipt requested, as of 72 hours after deposit in the U.S. Mail.

6. Authority to Enter Agreement. The Consultant warrants that it has all requisite power and authority to conduct its business and to execute and deliver, and to perform all of its obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein. If the Consultant is a corporation or partnership, the Consultant also warrants that

it is duly organized, validly existing in good standing under the laws of the State of Nevada, and will continue to be so during the term of this Agreement.

7. Severability/Illegality. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.
8. Time is of the Essence. Time is of the essence in this Agreement, and all parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.
9. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
10. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the United States District Court for the Eastern District in Sacramento.
11. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any of the other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver. No waiver, benefit, privilege, or service voluntarily given or performed by other parties shall give the other party any contractual right by custom, estoppel, or otherwise.
12. Days. Any term in this Agreement referencing time, days, or period of performance shall be deemed to be calendar days and not work days.
13. Entire Agreement. This Agreement contain/ns the entire agreement of TRPA, County and the Consultant and supersedes any prior or written statements or agreements between TRPA, County, and the Consultant. This Agreement expressly supersedes Contract No. 13395. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.
14. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective parties.
15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
16. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.

17. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the parties or their agents have all participated in the preparation of this Agreement.
18. Cooperation/Further Acts. The parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate, and convenient as related thereto.
19. Survival. The obligations of the Consultant under this Agreement including, without limitation, the obligations set forth in Section II, Paragraph 9 (Indemnification), and Section II, Paragraph 11 (Insurance), as they relate to the Services, shall survive the termination or expiration of this Agreement.
20. Incorporation of Recitals and Exhibits.
 - A. The "Recitals" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
 - B. The "Exhibits" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
21. References. All references to the Consultant shall include all personnel, employees, agents, and subcontractors of the Consultant.
22. No Funds to Unqualified Aliens. Under law, no funds received under this Agreement shall be paid to any alien who is "not a qualified alien" within the meaning of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Act"). The Consultant shall be responsible to ensure that no funds the Consultant receives from County are paid to any employee or subcontractor in violation of this Act.
23. Certification Regarding Lobbying. The Consultant certifies that no funds received under this Agreement have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of a Member of the Legislature or Congress, an employee of a Member of the Legislature or Congress.
24. Certification Regarding Debarment and Suspension. The Consultant certifies to the best of its knowledge and belief that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements or receiving stolen property;

- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (23)(b) of this Certification; and
- D. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause of default.

IN WITNESS WHEREOF, the parties hereto have accepted and made and executed this Agreement upon the terms, conditions, and provisions set forth above as of the Effective Date.

TAHOE REGIONAL PLANNING AGENCY
("TRPA")

ASCENT ENVIRONMENTAL, INC.
("CONSULTANT")

BY: _____
EXECUTIVE DIRECTOR

BY: _____

TITLE: _____

COUNTY OF PLACER
("COUNTY")

BY: _____
Name
COUNTY EXECUTIVE OFFICE

TRPA Approved as to Form

PLACER COUNTY Approved to Form

BY: _____
Name

BY: _____
Name

TITLE: _____

TITLE: _____

Exhibit A

Contract No.: 133915

Administering Agency: County of Placer/ Community Development Resource Agency

Contract Description: CONSULTING SERVICES – PLACER COUNTY TAHOE BASIN COMMUNITY
PLAN UPDATE EIR / EIS

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of April 22, 2014, by and between the County of Placer, ("County"), and Ascent Environmental, Inc., ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Consultant \$379,500.00 for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A. The payment specified in Exhibit A shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to the Placer County Planning Department.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Consultant 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.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands to the extent caused by CONSULTANT'S negligent acts, errors, omissions, or willful misconduct. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT to the extent caused by CONSULTANT'S negligent acts, errors, omissions, or willful misconduct. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property to the extent arising from CONSULTANT'S negligent performance or willful misconduct pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

A. **INSURANCE:**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

B. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

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 CONSULTANT'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 changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

C. GENERAL LIABILITY INSURANCE:

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (a) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.
2. One of the following forms is required:
 - (a) Comprehensive General Liability;
 - (b) Commercial General Liability (Occurrence); or
 - (c) Commercial General Liability (Claims Made).
3. If CONSULTANT 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:
 - One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
4. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
 - (a) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (b) 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 two million dollars (\$2,000,000).
5. Special Claims Made Policy Form Provisions:

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

 - (a) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (b) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year 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 Coverages - If more than one policy is used to meet the required coverages, 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 by the County as noted above. In no cases shall the types of policies be different.

D. ENDORSEMENTS:

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

1. "The County of Placer, 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 Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
3. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

E. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

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

F. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

If Consultant sub-contracts in support of Consultants work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than two million dollars (\$2,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

G. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY 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 CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT 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.

10. Consultant Not Agent. Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
11. Assignment Prohibited. Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
12. Personnel.
 - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
13. Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
14. Termination.
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit A, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
- B. Consultant may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.
15. **Non-Discrimination**. Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
 16. **Records**. Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
 17. **Ownership of Information**. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.
 18. **Waiver**. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
 19. **Conflict of Interest**. Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

20. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
21. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
22. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
23. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER
Planning Department
Attn: Crystal Jacobsen
3091 County Center Dr.
Auburn, CA 95603

CONSULTANT
Ascent Environmental, Inc.
Attn: Sydney B. Coatsworth
455 Capitol Mall, Suite 300
Sacramento, CA 95814

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: [Signature] Date: 4/22/2014
David Boesch, County Executive Officer

Approved as to Form – County Counsel:

By: [Signature] Date: 4/23/14

Approved as to Content:

By: [Signature]
Michael Johnson, Director, Community Development Resource Agency

CONSULTANT – Ascent Environmental, Inc.*

By: [Signature]
Name: Sydney Coatsworth
Title: Vice President
Date: 4/15/2014

By: [Signature]
Name: Honey Walters
Title: Secretary
Date: 4/15/2014

**If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

Exhibits

A. Scope of Work

SCOPE OF SERVICES TO PREPARE THE PLACER COUNTY TAHOE BASIN COMMUNITY PLAN UPDATE EIR/EIS

PROJECT UNDERSTANDING AND APPROACH

The Ascent team will provide all the expertise needed to prepare the Tahoe Basin Community Plan Update EIR/EIS in support of the County's objectives: CEQA and TRPA compliance, tiering from program-level documents, and streamlined environmental review for future County-defined catalyst projects and opportunity sites.

Understanding of the Tahoe Basin Community Plan Update

The Tahoe Basin Community Plan Update was prepared to implement the TRPA Regional Plan and the RTP/SCS, adopted on December 12, 2012 and effective on February 9, 2013. Adoption of the Tahoe Basin Community Plan Update would update and replace all of the Placer County plan area statements (PASs), community plans, and design standards and guidelines in the Tahoe Basin.

Ascent understands the level of public outreach that the County has undertaken as part of the Tahoe Basin Community Plan Update. Ascent will discuss with the County the following issues of concern to determine how they will be addressed in the EIR/EIS:

- ▶ Proposed changes in the Greater Tahoe City Plan Area that were not contemplated in the Regional Plan EIS and RTP/SCS EIR/EIS, including:
 - a. Redevelopment of the Tahoe City Golf Course, more specifically, the inclusion of the golf course in a Master Plan or Town Center Overlay District. Of particular public concern is the inclusion of the stream environment zone (SEZ) portions of the golf course in this area and potential redevelopment of these lands.
 - b. Rezoning of certain recreation parcels (such as the Tahoe City Lumber Company Inc. parcel and adjacent private parcels) along the Truckee River (outside of the Town Center). Rezoning these properties to mixed-use residential/tourist, would allow the development of tourist accommodation uses (TAUs) in this area.
 - c. The integration of the 64-acre site into a revised Town Center boundary. The stated goal of adding the site into the Town Center would be to allow recreational and supporting commercial and retail uses that are not currently permitted.
 - d. The relationship of the Tahoe Basin Community Plan Update to other known projects and the potential for cumulative effects: SR 89/Fanny Bridge Community Revitalization Project, CalPeco 625/650 Transmission Line Upgrade Project, and the Lake Tahoe Passenger Ferry Project.
- ▶ Design standards related to height and number of floors as it translates into the potential for increased density. Concerns have been expressed as to whether or how this potential for increased density in some locations would be offset by more stringent height standards than those defined in the Regional Plan and the limitations on height on the lake side of SR 28 to preserve scenic views.
- ▶ The creation of additional mixed-use areas (allowance of residential uses in existing commercial areas) outside of the Town Centers contemplated in the Regional Plan Update EIS. The plan

includes adding residential uses in existing commercial special areas that are outside of the town centers (e.g., Lake Forest and Dollar Creek areas) that implement the concept considered in the Regional Plan Update EIS, but not the specific locations that were considered.

- ▶ Relocation of the Tahoe Expedition Academy (a private K-12 school) to a lakefront location involving renovation of the Crown Motel, Falcon Lodge, and a portion of the Goldcrest Resort Property. The site is immediately west of the North Tahoe Event Center in Kings Beach.
- ▶ Implications of changes in management of the Kings Beach State Recreation Area.
- ▶ The relationship of the Martis Valley West Parcel Area Plan (and potential development of the third Resort Recreation area) to the project.
- ▶ Rezoning of a residential parcel with limited allowable uses within the West Shore Plan Area Village Center District in Homewood to mixed-use residential/tourist, which would substantially change the allowable uses and allow the development of TAUs on this parcel.

The specifics of most of these issues were not known at the time of the Regional Plan Update nor were they considered in the Regional Plan EIS. Ascent will engage in early coordination with Placer County and TRPA staff to discuss strategies to address these issues in the EIR/EIS.

We also understand that some elements of the Tahoe Basin Community Plan Update will require further definition and clarification in the early stages of environmental review. The County's intent is to expand on existing uses rather than eliminating uses. Because the four plan areas are inclusive of all Placer County lands within the Tahoe Basin, we will work with the County to understand how allowable uses in the PASs that have not been mapped as part of the Tahoe Basin Community Plan Update will be addressed. In support of this effort, we will obtain and review the forthcoming Community Plan Policy document for which the Policy Framework document provides over-arching goals and guiding policies. Finally, we will work with County staff to understand any specific area-wide improvements that are proposed (such as area-wide BMPs or area-wide coverage).

Make Maximum Use of Existing Information and Take Full Advantage of Tiering

The Ascent team is familiar with the library of information available to us and will make maximum use of it for this work. The most important resources for this effort include: 2012 Regional Plan Update (including revised Goals and Policies and updated Code of Ordinances) and EIS; 2012 RTP/SCS and EIR/EIS; 2011 Threshold Evaluation; 2013 Existing Conditions Report and Economic and Market Analysis Report; Lake Tahoe Sustainability Action Plan; and current versions of other community plan update materials. Also, updated environmental information is being developed by Ascent staff this year on current transportation improvement projects serving Placer County communities, i.e., SR 89/Fanny Bridge Community Revitalization Project and Lake Tahoe Ferry Project.

Our approach will be to rely heavily on the Regional Plan impact assessment, materials developed by Placer County, and regular and close coordination with Placer County and TRPA staff. The EIR/EIS will tier from and incorporate by reference specific analysis contained in the Regional Plan EIS and RTP/SCS EIR/EIS, providing the crosswalk of substantial evidence linking the Regional Plan Update analyses to the identified environmental effects of implementation of the Community Plan Update. These program-level environmental documents include a regional-scale analysis and a framework of mitigation measures that provide a foundation for subsequent environmental review at a community plan/area plan level, and will serve as first-tier documents for the review of the proposed Tahoe Basin Community Plan Update. To the extent that the Tahoe Basin Community Plan Update is consistent with the Regional Plan and the RTP/SCS, for which the program EIS and EIR/EIS were prepared, the Tahoe Basin Community Plan Update, or portions thereof, could be found to be "within the scope" of the program-level documents, or in the context of tiering, could use the EIR/EIS to focus only on new, specific environmental effects resulting from the project that were not adequately addressed in the program-level documents.

The Tahoe Basin Community Plan Update EIR/EIS will also be a program-level environmental document. While no specific development projects are proposed at this time, it is understood that enough detail is known about some specific projects (i.e., catalyst projects or opportunity sites) that warrant consideration in the EIR/EIS. Future projects are expected to benefit from the streamlining features of the proposed Tahoe Basin Community Plan Update EIR/EIS, including as “later activities” consistent with a Program EIR (pursuant to Section 15168[c] of the State CEQA Guidelines). We will prepare the EIR/EIS in a manner that provides a greater level of area- and site-specific detail so as to allow streamlined and more focused project-level environmental review, or potentially “within the scope” findings of future redevelopment projects as later activities consistent with the plan that are covered by the program-level analysis.

TRPA's Area Plan Environmental Analysis Guidelines flowchart is intended to assist local jurisdictions in determining environmental review requirements for proposed land uses within area plans. The guidance poses the following questions:

- ▶ Does a land use district in the area plan allow a use that has a greater potential impact than the corresponding land use in the Regional Plan? This includes any community plans and/or PASs that would be wholly or partially, replaced by the area plan.
- ▶ Does a zoning district in the area plan allow a use that has a greater potential impact than the corresponding land use district in the PAS?
- ▶ Does the project have a greater potential impact than the use allowed by the zoning district in the area plan/PAS?

These questions contemplate whether land use changes resulting from adoption of an area plan would result in new uses that could result in environmental impacts not previously contemplated by the community plans, PASs, and Regional Plan. Ascent will make use of this tool in the environmental analysis of the Tahoe Basin Community Plan and its consistency with the Regional Plan.

Understanding of Key Environmental Issues

Based on our knowledge of the Tahoe Basin Community Plan Update, the following discussion presents brief summaries of our understanding of key environmental issues for this work.

LAND USE, DENSITY, AND COMMUNITY CHARACTER

While the Tahoe Basin Community Plan Update proposes land uses and zoning that are mostly in accord with the Regional Plan, certain areas are proposed to deviate from those previously contemplated. The project would also change existing design standards and guidelines. Many stakeholders have expressed concern about the proposed height and density changes and the potential effect on community character. The EIR/EIS will present a description and maps of existing uses, and will describe the existing “character” of the four plan areas based on land uses, development intensities, urban infrastructure, and other site features in the context of the site surroundings.

Analysis of land use impacts will focus on those areas proposed for land use changes, with emphasis on potential effects of new allowable uses, mixed-use development, land use compatibility, and community character. Assessment of community character will involve a discussion of the changes in combined factors that create the existing character (e.g., height, density, setbacks, design features), and that are proposed to change over time. The EIR/EIS will assess the impacts of these features on community character and compatibility with the scale and massing of existing neighborhoods, particularly areas adjacent to Town Centers and mixed-use districts. The EIR/EIS will also discuss consistency with the Regional Plan, RTP/SCS, Lake Tahoe Sustainability Action Plan, and Chapter 13 (Area Plans) requirements in the TRPA Code of Ordinances.

TRANSPORTATION

Transportation issues are important at both the regional and local levels. On the regional level, transportation systems are key generators of air pollution and water pollution that affect many of the TRPA's environmental thresholds. At the local level, transportation conditions affect the quality of life for residents and visitors as well as economic vitality. Traffic conditions will be evaluated for the Tahoe Basin Community Plan Update alternatives, and compared against conditions contemplated in the Regional Plan, using the TRPA regional TransCAD travel demand model (modeled by TRPA using scenarios developed by LSC in collaboration with the County and TRPA), and adjusted to reflect specific local conditions. This modeling effort will yield regional vehicle-miles of travel (VMT), and traffic volume forecasts. These forecasts can then be evaluated using standard software to assess the Level of Service (LOS) that would occur at key roadway segments and intersections. In addition, conditions for other transportation modes—transit, water transit, bicycle and pedestrian—will be assessed (using available information and forecasting tools) to ensure that these alternatives can help to reduce automobile dependency while enhancing mobility, a goal of the Regional Plan and RTP/SCS.

The transportation analysis will include:

- ▶ An analysis of Level of Service (LOS) for key roadway segments and intersections (summer design period). This will involve working with TRPA staff to identify existing Vehicle-Miles of Travel (VMT) generated by land uses within the study area.
- ▶ Working with TRPA staff to use the regional TransCAD travel demand model to run the various land use scenarios under consideration. LSC will apply TRPA's Trip Reduction Impact Analysis (TRIA) post-processing tool to incorporate additional non-auto mode factors. This is consistent with the methodology used in the EIS for the TRPA Regional Plan Update, and will yield traffic volume forecasts and VMT estimates.
- ▶ Evaluation of roadway and intersection LOS for key locations.
- ▶ Assessment of non-auto reductions, trip distribution and trip assignment to identify volume impacts at the following key intersections:
 - SR 89/SR 28
 - SR 89 at Fanny Bridge (assuming no change from existing roadway configuration)
 - SR 28/Grove Street
 - SR 28/SR 267
 - SR 28/Bear St
 - SR 28/Coon St
- ▶ Analysis of LOS conditions at the six roadway elements listed above.
- ▶ Assessment of the impact on regional VMT (through evaluation by TRPA staff using the TransCAD model).
- ▶ Qualitative assessment of impacts on transit and bicycle/pedestrian modes and parking.

AIR QUALITY AND GREENHOUSE GAS EMISSIONS

As reported in the 2011 Threshold Evaluation, the Tahoe Basin has made air quality gains over the last five years, with the majority of air quality indicators achieving attainment with adopted standards, or better. Federal, state, and local regulatory actions, transit improvements, and land use policies have, and will continue to play a role in safeguarding air quality in the Tahoe Basin. The Regional Plan amendments proposed as part of the Tahoe Basin Community Plan Update have the potential to affect air quality by influencing automobile and non-automobile use and parking demand. These factors, in turn, affect emissions of nitrogen oxides (NO_x) reactive organic gases (ROG), particulate matter (PM), carbon monoxide (CO), and GHG emissions. A GHG emission inventory and projections have been updated by Ascent for the Lake Tahoe Sustainability Action Plan. Using the outputs of the TransCAD travel demand model, the EIR/EIS

will evaluate potential air quality impacts using the latest widely accepted air quality modeling tools. Projected air quality conditions and GHG emissions will be compared against the conditions contemplated in the Regional Plan EIS, RTP/SCS EIR/EIS, and Lake Tahoe Sustainability Action Plan to determine whether they are within the envelope of what has already been analyzed.

WATER QUALITY

The clarity of Lake Tahoe is world-renowned and is at the heart of the scenic beauty and attractiveness of the Region to residents and visitors alike. The 2013 results for clarity data were released this week by UC Davis. The results indicate a 5-foot reduction in annual average depth of clarity from 2012 with specific concern about deterioration in the summer-season, but continuation of a long-term trend of clarity depth stability. The lake's designation as an Outstanding National Resource Water (ONRW) affords it the highest level of protection under the anti-degradation policy of the US Environmental Protection Agency. Lake clarity continues to be a regulatory focus: the Lake Tahoe TMDL was approved by EPA in 2011; TRPA adopted three new water quality threshold standards pertaining to deep water transparency, nearshore attached algae, and aquatic invasive species in December of 2012; and Lahontan issued a Draft Lake Tahoe Nearshore Water Quality Protection Plan in January 2014. The Tahoe Basin Community Plan has the potential to influence water quality in numerous ways, including implementing area-wide scale BMPs and coverage, increasing density, and influencing air quality and related atmospheric deposition. The EIR/EIS will use the substantial body of existing plans and studies, coupled with more recent water quality monitoring data, to evaluate potential water quality impacts from implementation of the Tahoe Basin Community Plan Update.

CUMULATIVE DEVELOPMENT

Given recent development and redevelopment that has occurred or is planned for the North Lake Tahoe area, the proposed project will need to be evaluated in the context of other development projects and projects such as the SR 89/Fanny Bridge Community Revitalization Project, the Lake Tahoe Passenger Ferry Project, the Kings Beach Commercial Core Improvement Project, the Homewood Mountain Resort Master Plan, and the Tahoe Expedition Academy. The EIR/EIS will evaluate the combined effect of the proposed project and projects within the Placer County portion of the Tahoe Basin.

SCOPE OF WORK

The following scope of services describes the work to be performed by Ascent and its subconsultants in the preparation of a joint EIR/EIS for the Tahoe Basin Community Plan Update.

Task 1 Project Initiation

The purpose of this task is to initiate the contract; obtain relevant background information on the Tahoe Basin Community Plan Update; establish early communication among project team members; and prepare the Final Work Program. Ascent project team leaders will attend a project initiation meeting with County and TRPA staff to review and receive comments on the Draft Work Program (i.e., this proposed scope of work) and discuss potential modifications and to discuss the project (i.e., strategy and assumptions, objectives, key resource concerns, potential Regional Plan amendments, plan limitations, streamlining for subsequent redevelopment projects, and initial thoughts on alternatives to be considered during environmental review). We will prepare a Final Work Program, schedule, and budget with revisions requested at the project initiation meeting. The Final Work Program will be submitted to the County and TRPA for approval.

Ascent will establish the process for regular communication with lead agency staff and other stakeholder groups and agencies. Ascent will prepare meeting notes summarizing issues, decisions, and actions discussed at the meeting. Ascent will also prepare a memorandum listing information needs, as appropriate.

Task 2 Conduct Plan Review/Develop Environmental Review Strategy

The task involves a comprehensive review of all Tahoe Basin Community Plan Update materials, and in collaboration with County and TRPA staff, including legal staff, development of a unified approach to the methods and focus of the environmental review. An outcome of this effort will be a summary of those areas of stakeholder concern in which more focused environmental review may be necessary, and conversely, identification of those areas in which the proposed community plan is more restrictive than the Regional Plan. The EIR/EIS will evaluate the environmental effects resulting from changes in regulations and permissible uses from existing conditions (i.e., applicable PASs and community plans) to the proposed project conditions. The analysis will also characterize local-scale conditions where the program-level environmental documents (i.e., Regional Plan EIS and RTP/SCS EIR/EIS) may have focused on regional circumstances and conditions.

This task also involves coordination with Placer County and TRPA on expectations regarding environmental review for catalyst projects and opportunity sites identified by the County for consideration in the EIR/EIS. The Ascent team will work with County and TRPA staff to develop the land use scenarios associated with these sites (up to five potential locations).

The County has identified several areas with near-term redevelopment concepts, including successor agency sites, that will be evaluated at a programmatic level in the EIR/EIS so as to allow for streamlined and more focused subsequent project-level environmental review. This task involves vetting the specifics of the catalyst projects and opportunity sites and coming to agreement on the level of analysis that will occur in the EIR/EIS. It is our understanding that these projects will be considered programmatically and the focus will be on region-wide issues such as traffic, VMT, air quality, greenhouse gas emissions and climate change.

This task assumes up to four coordination meetings with Placer County, TRPA, and other stakeholders as appropriate to ensure a common understanding of analysis methodologies and expectations on outcome.

Task 3 Prepare Alternatives Descriptions

The purpose of this task is to identify and reach agreement with the County and TRPA on the project alternatives to carry forward into the Notice of Preparation (NOP) and into the EIR/EIS. This submittal will include a description of the local and regional setting, a list of project objectives, a description of the characteristics of each alternative, a list of Regional Plan amendments, alternatives considered but dismissed from further evaluation, and comparative information on the alternatives. Ascent's scope and budget assumes that County staff or the Community Plan consultants (Dyett & Bhatia) will prepare and develop all conceptual maps that illustrate the alternatives evaluated in the EIR/EIS. It is assumed that the EIR/EIS will include the evaluation of up to four alternatives—three action alternatives and a No Project Alternative—at an equal level of detail. Ascent assumes the role of describing the alternatives in a manner that meets County and TRPA requirements for an EIR/EIS. Ascent will prepare a draft description of the preferred alternative, no project alternative, and other action alternatives. The draft alternatives descriptions will be submitted to the County and TRPA for review and comment. Ascent will prepare final alternatives descriptions in response to the County and TRPA comments for inclusion in the Administrative Draft EIR/EIS.

Task 4 Prepare and Distribute Notice of Preparation

Based on the alternatives descriptions prepared in Task 3, Ascent will prepare a Draft NOP for review and comment by County and TRPA staff. The NOP will be prepared in conformance with the State CEQA Guidelines and TRPA's Code of Ordinances. The Draft NOP will describe the alternatives to be evaluated in the EIR/EIS; show the project area on a map; identify the probable environmental effects that will be addressed in the EIR/EIS; and disclose information on the opportunities to submit written comments or to provide oral comments at scoping meetings. Note: It is assumed that the EIR/EIS will be a full scope document and that a CEQA Initial Study will not be prepared.

Ascent will revise the Draft NOP in response to County and TRPA comments, prepare a final NOP for publication and distribution by the lead agencies, and begin the environmental review process for the EIR/EIS. Ascent will submit the final NOP to the County and TRPA, and to the California and Nevada State Clearinghouses. It is assumed that the County, in its role as the contracting lead agency, will develop and maintain the mailing list for the project, mail the NOP to public agencies and known interest groups on that list (by certified mail to responsible and trustee agencies), and publish the NOP in a local newspaper of general circulation. A PDF version of the NOP will be provided for posting on the County and TRPA websites. The NOP will be circulated for a minimum of 30 days, during which comments on the scope of the EIR/EIS will be received. [Note: Ascent will conduct up to two (2) scoping meetings, as described in Task 5.] Public and agency scoping comments in response to the NOP will be received by the County and TRPA, and considered for inclusion in the Draft EIR/EIS.

Task 5 Coordinate and Facilitate EIR/EIS Scoping Meetings

The purpose of this task is to conduct the scoping process to help determine the contents of the EIR/EIS. For the purposes of this proposal, it is assumed that up to two (2) scoping meetings (one daytime and evening meeting), would be conducted. Ascent will prepare meeting materials (sign in sheet, comment cards) and a PowerPoint presentation in support of the scoping meetings. Graphic materials are assumed to be provided by the County and TRPA. The meetings will be noticed in the NOP, in a local newspaper, and on the County and TRPA, as appropriate. In coordination with County and TRPA staff, Ascent will facilitate the scoping meetings, present the alternatives, summarize potential environmental issues, and describe the environmental process and opportunities for engagement. Ascent will record comments in note form at each meeting.

Task 6 Prepare Scoping Summary Report

A draft Scoping Summary Report will be prepared for submittal to the County and TRPA. The final summary will be included as an appendix in the Administrative Draft EIR/EIS. At this point in the schedule, Ascent would revisit the scope and budget, if needed, based on input from the scoping process. While not anticipated, it is possible that public and agency comments could reveal additional areas of study. Ascent and agency staff will discuss this potential at the conclusion of scoping and during review of the Scoping Summary Report.

Task 7 Prepare 1st Administrative Draft EIR/EIS

The purpose of this task is to prepare a comprehensive and legally defensible EIR/EIS for County and TRPA administrative review. The format will be generally based on the County's Standard EIR Format and will also incorporate other features required by TRPA. Each of the four alternatives will be evaluated with respect to each key impact category reviewed for the proposed project. The EIR/EIS will discuss all significant and less-than-significant impacts (including direct, indirect, and cumulative effects), in conformance with CEQA and the TRPA environmental regulations. Beneficial effects will also be discussed. All technical appendices will be submitted with the 1st Administrative Draft EIR/EIS. A thorough quality assurance review of the 1st Administrative Draft EIR/EIS will be conducted prior to submittal to the County and TRPA.

The following describes the content of the Draft EIR/EIS.

COVER SHEET

The EIR/EIS will include a Cover Sheet that provides required project and document information, including a brief abstract of the document.

GLOSSARY OF ACRONYMS AND TABLE OF CONTENTS

The EIR/EIS will include a Glossary of Acronyms and Table of Contents that precede the text of the document.

EXECUTIVE SUMMARY

This chapter will include the following: (a) a summary description of the alternatives; (b) key environmental issues; (c) areas of controversy; (d) issues to be resolved; and (e) a summary of impacts and mitigation measures. This chapter will also include a summary "table" format used to identify for each alternative evaluated: the impact, the level of significance before mitigation, applicable mitigation measures, and the significance after mitigation. A summary of the alternatives analyses will also be presented, along with a summary table comparing the significance of impacts by alternative.

CHAPTER 1 INTRODUCTION

The introduction chapter will provide a brief description of: (1) the roles of the County and TRPA as lead agencies; (2) lead agency project objectives; (3) the environmental review process; (4) public involvement; (5) project issues identified through scoping; (6) the regulatory and decision framework; (7) the scope of the EIR/EIS; (8) intended uses of the EIR/EIS, including a list of other agencies expected to use the EIR/EIS in decision making; (9) project approvals and permitting; and, (10) document organization.

CHAPTER 2 PURPOSE AND NEED/PROJECT OBJECTIVES

The purpose and need chapter of the EIR/EIS will form a clear and concise context for the project and the EIR/EIS. This chapter will include: an overview of the project; list of project goals and objectives; and, a description of the purpose and need for the project.

CHAPTER 3 ALTERNATIVES

Comments received from the County and TRPA on the alternatives descriptions, prepared in Task 3, will be addressed and incorporated into this chapter.

CHAPTER 4 APPROACH TO THE ENVIRONMENTAL ANALYSIS

This chapter will discuss the contents of the environmental analysis chapters (affected environment, regulatory section, and environmental consequences and recommended mitigation measures, and effects on TRPA environmental threshold carrying capacities for applicable resources). This chapter will also summarize in table form all reasonably foreseeable projects considered in the cumulative impacts chapter, and will describe that the potential impacts of each alternative will be assessed in the context of Appendix G of the State CEQA Guidelines and TRPA's Initial Environmental Checklist (IEC). Significance standards, including relationship to the TRPA Regional Plan environmental threshold carrying capacities, will be defined in consultation with the County and TRPA.

CHAPTERS 5 THROUGH 19 AFFECTED ENVIRONMENT, ENVIRONMENTAL CONSEQUENCES, AND MITIGATION MEASURES

Chapters 5 through 19 will constitute the heart of the environmental document. These chapters will document the affected environment, evaluate direct and indirect environmental effects based on significance criteria, describe cumulative impacts, and formulate mitigation measures. The potential impacts of each alternative will be assessed in the context of Appendix G of the State CEQA Guidelines and TRPA's Initial Environmental Checklist (IEC). Significance standards, including relationship to the TRPA Regional Plan environmental threshold carrying capacities, will be defined in consultation with the County and TRPA.

Ascent's approach to the analysis will be to make maximum use of existing information—using the Existing Conditions Report for affected environment and baseline information, the Regional Plan EIS, and RTP/SCS EIR/EIS as a starting point. While some chapters of the environmental document may include detailed analyses, data, modeling output, or other support material that is more appropriately included in appendices, our approach is to include all analysis in the technical sections of the EIR/EIS, rather than produce a series of stand-alone technical studies.

Technical issues to be addressed in the EIR/EIS include the following topics. Some topics that clearly do not include significant effects may be addressed briefly as effects found not to be significant, with evidence to support this finding. Topics for which potentially significant effects on the environment may occur will be addressed in individual sections. The list of resource topics addressed in these chapters will include:

- ▶ Land Use and Plan Consistency
- ▶ Scenic Resources
- ▶ Traffic and Transportation
- ▶ Air Quality
- ▶ GHG and Climate Change
- ▶ Noise
- ▶ Earth Resources: Geology, Soils, Land Capability, and Coverage
- ▶ Hydrology and Water Quality

- ▶ Hazards and Hazardous Materials
- ▶ Biological and Forest Resources
- ▶ Cultural Resources
- ▶ Population, Employment, and Housing
- ▶ Public Services and Utilities
- ▶ Recreation
- ▶ Cumulative Impacts

CHAPTER 20 OTHER CEQA- AND TRPA-MANDATED SECTIONS

This chapter will include the following CEQA- and/or TRPA-mandated sections.

- ▶ Significant Environmental Effects That Cannot Be Avoided
- ▶ Significant and Irreversible Environmental Changes
- ▶ Relationship Between Short-Term Uses of the Environment and Maintenance and Enhancement of Long-Term Productivity
- ▶ Effects Found Not to be Significant
- ▶ Growth-Inducing Impacts
- ▶ Environmentally Superior Alternative/Environmentally Preferred Alternative
- ▶ Consequences for TRPA Environmental Threshold Carrying Capacities

CHAPTER 21 REPORT PREPARERS

This chapter will identify County, TRPA, and consultant team staff who prepared the EIR/EIS.

CHAPTER 22 REFERENCES

This chapter will list the cited information and persons consulted during preparation of the EIR/EIS.

ATTACHMENT A MITIGATION MONITORING PLAN

Mitigation monitoring plans are developed to ensure that the mitigation measures and any project revisions to minimize environmental impacts are implemented. A Mitigation Monitoring and Reporting Plan will be developed for the Tahoe Basin Community Plan Update and included as Attachment A to the Draft EIR/EIS as required by the County. It is critical that specific performance standards that are measurable are established. The monitoring plan will incorporate features to monitor the success of mitigation, determine responsible parties for monitoring proposed mitigation, the role of the project applicant, guidelines and specifications for conducting monitoring and reporting results, enforcement procedure for noncompliance, and schedules and budgets for conducting the monitoring.

TECHNICAL APPENDICES

Certain resource areas may require detailed information that is best presented as a technical appendix rather than in the body of the EIR/EIS. Examples include scoping correspondence and summary report, modeling output, field notes, and the like.

Task 8 Prepare 2nd Administrative Draft EIR/EIS

The purpose of this task is to prepare a 2nd Administrative Draft EIR/EIS, based on comments by the County and TRPA on the 1st Administrative Draft EIR/EIS. Based on one set of consolidated comments from County staff (acting as coordinator of the lead agency comments), Ascent and its subconsultants, as required and allowed within their respective scopes, will revise the 1st Administrative Draft EIR/EIS. An electronic version of the 2nd Administrative Draft EIR/EIS with revisions noted in track changes format will be submitted with hard copies.

Task 9 Prepare Draft EIR/EIS

The purpose of this task is to prepare the publicly circulated Draft EIR/EIS, based on comments by the County and TRPA on the 2nd Administrative Draft EIR/EIS. Based on one set of consolidated comments from County staff (acting as coordinator of the lead agency comments), Ascent and its subconsultants, as required and allowed within their respective scopes, will revise the 2nd Administrative Draft EIR/EIS. Copies of a Screencheck Draft EIR/EIS will be provided to the County and TRPA to briefly review prior to production of the public draft editions. An electronic version of the Screencheck Draft EIR/EIS with revisions noted in track changes format will be submitted with the hard copies.

Ascent will provide minor changes based on any final comments and reproduce the Draft EIR/EIS and prepare an electronic copy for submittal to the County for distribution. Ascent will also produce copies of the executive summary with CDs of the Draft EIR/EIS in PDF format for the California and Nevada State Clearinghouses.

With this task, Ascent will also prepare a Notice of Completion for submittal to the California State Clearinghouse and Notice of Availability for public distribution. The 60-day public review period for the EIR/EIS will be initiated after completion and submittal of the Draft EIR/EIS to TRPA and Placer County and filing of the notices.

Task 10 Prepare Administrative Final EIR/EIS

The purpose of this task is to prepare draft responses to all written and oral comments received from agencies and the public on the Draft EIR/EIS and prepare an Administrative Final EIR/EIS that includes responses to all written and oral comments, changes to the Draft EIR/EIS and Mitigation Monitoring Plan. After comments on the Draft EIR/EIS are received, Ascent will meet with the County and TRPA to discuss the comments and to develop a strategy for responses.

Ascent will prepare a list of commenters, compile and organize the comments, and develop draft responses to significant environmental points raised in the comments. The scope of the effort is difficult to predict in advance. For purposes of budgeting, it is assumed that responses will involve explanation, clarification, or elaboration of existing analysis and findings, but not include new analysis, issues, or alternatives. An estimate of 80 technical staff hours is included in the budget to prepare responses to comments, plus time for document assembly and production. If additional time is determined to be required due to the volume or complexity of the comments, an amendment to the scope of work and budget would be needed.

The Ascent team will prepare an Administrative Final EIR/EIS to include the following components: an introductory chapter; all text revisions to Draft EIR/EIS sections with modifications indicated in ~~strikeout~~ (strikeout) for deletions, and underline (underline) for additions; a list of persons, organizations, and public agencies commenting on the Draft EIR/EIS; enumerated comment letters and public hearing notes; responses to the significant environmental points raised in comments received on the Draft EIR/EIS; and a revised/final Mitigation Monitoring Plan. Reproduction of a revised Draft EIR/EIS is assumed not to be needed.

Task 11 Prepare Final EIR/EIS

The purpose of this task is to prepare the publicly circulated Final EIR/EIS, based on comments by the County and TRPA. Based on one set of consolidated comments from TRPA staff, Ascent and its subconsultants, as defined by their respective scopes, will revise the Administrative Final EIR/EIS. Copies of a Screencheck Final EIR/EIS will be provided to the County and TRPA to briefly review prior to production of the public draft editions. An electronic version of the Screencheck Final EIR/EIS with revisions noted in track changes format will be submitted with the hardcopies. Ascent will provide minor changes based on any final comments and reproduce the Final EIR/EIS and prepare an electronic copy for submittal to the County for distribution.

Task 12 Prepare CEQA Findings

The purpose of this task is to prepare the findings for each significant effect identified in the Final EIR/EIS for County review and use. If there are any significant impacts identified in the Final EIR/EIS that cannot be mitigated, Ascent will prepare a Statement of Overriding Considerations to address any significant effects of the project that are unavoidable. Note: It is assumed that TRPA will prepare the necessary findings and staff summary materials for the TRPA Regional Plan Implementation Committee (RPIC), Advisory Planning Commission (APC), and Governing Board (GB) consideration.

Task 13 Attend Meetings and Hearings

The purpose of this task is to attend and participate in meetings necessary for the successful completion of the EIR/EIS. To complete this task, Ascent will attend:

- ▶ A project initiation meeting with Placer County and TRPA staff (included in Task 1).
- ▶ Up to four coordination meetings on environmental review approach and catalyst projects and opportunity sites (included in Task 2).
- ▶ Up to two scoping meetings (included in Task 5).
- ▶ Up to six additional coordination meetings with Placer County and TRPA staff.
- ▶ Up to four public hearings on the Draft EIR/EIS (assumes venue would be TRPA's APC, RPIC, and GB meetings, and a Placer County Planning Commission meeting).
- ▶ Up to five project approval/certification meetings on the Final EIR/EIS (assumes venues would be TRPA APC, RPIC, and GB meetings, and Placer County Planning Commission and County Board of Supervisors meetings, assuming an appeal is filed).

For all coordination meetings, Ascent will prepare meeting notes summarizing issues, decisions, and actions discussed at each team meeting. For public meetings/hearings, Ascent will prepare notes that summarize public comments and identify commenters; it is assumed that verbatim transcripts would not be required. Ascent's project manager and project director will attend the meetings listed above, and other key members of the consultant team will attend meetings, as needed. The costs for scoping meetings, public hearings on the Draft EIR/EIS, and Final EIR/EIS also include one in-person "dry run" meeting for any meeting before the TRPA APC, RPIC, and GB.

It is assumed a representative from LSC will be the only subconsultant attending the certification/approval hearings. Other meetings may be attended, or additional resource analysts may attend the above meetings, on a time-and-materials basis or with a contract amendment with prior authorization by the County and TRPA.

Task 14 Project Management and Coordination

The purpose of this task is to effectively manage the project schedule, budget, invoicing, contracts, and subcontracts. Ascent's project manager, project director, and administrative support staff will devote effort each month to ensure an efficient and timely process for project execution. This includes close coordination with the County and TRPA about project management issues, as needed. Ascent will submit monthly progress reports to the County regarding schedule, information needs, and status of contract.

COST

The cost to complete the scope of services is presented in the table below, including cost per task. It should be noted that the cost proposal is based on our current understanding of the project, and prior to plan review/development of environmental strategy (Task 2), scoping, and agency input. Ascent will review the scope, cost details, and subconsultants proposed with County and TRPA staff during Task 2 to ensure that the needs of the project are accurately reflected.

TASKS	COST
Task 1. Project Initiation	\$ 5,000
Task 2. Conduct Plan Review/Develop Environmental Review Strategy	\$ 20,000
Task 3. Prepare Alternatives Descriptions	\$ 14,500
Task 4. Prepare and Distribute Notice of Preparation	\$ 6,500
Task 5. Coordinate and Facilitate EIR/EIS Scoping Meetings (up to 2)	\$ 2,500
Task 6. Prepare Scoping Summary Report	\$ 6,500
Task 7. Prepare 1 st Administrative Draft EIR/EIS	\$ 150,000
Task 8. Prepare 2 nd Administrative Draft EIR/EIS	\$ 15,000
Task 9. Prepare Draft EIR/EIS	\$ 11,000
Task 10. Prepare Administrative Final EIR/EIS	\$ 17,000
Task 11. Prepare Final EIR/EIS	\$ 4,000
Task 12. Prepare CEQA Findings	\$ 4,500
Task 13. Attend Meetings and Hearings	\$ 14,500
Task 14. Project Management and Coordination	\$ 13,000
Subconsultants	\$ 90,000
Directs (Printing, Reproduction, Travel, Postage)	\$ 5,500
TOTAL	\$379,500

Cost Assumptions:

1. Except as specifically identified herein, the Tahoe Basin Community Plan Update will be consistent with the TRPA Regional Plan Update.
2. It is assumed that Placer County's 2013 Existing Conditions Report is sufficient to characterize the existing conditions.
3. Because no specific projects are proposed, Ascent assumes that no visual simulations will be prepared. If desired for presentation of potential concepts, visual simulations could be prepared with an amendment to scope and budget.
4. Once the alternatives descriptions, baseline, and significance criteria are approved by the County and TRPA for analysis in the Draft EIR/EIS, it is assumed they will not change thereafter. If changes requiring revisions to analysis or re-writing of EIR/EIS information occur, an amendment of the budget would be warranted.
5. There will be one coordinated round of review by the County and TRPA for each deliverable. Comments will be consolidated by the County into one set of comments that are not contradictory. Comments are assumed to consist of clarification, explanation and minor elaboration. No new research is assumed.
6. The existing data and the level of analysis included herein are sufficient for preparation of the EIR/EIS. In the event additional study or field work is required, the Ascent team will negotiate this task and price with the County and TRPA staff and adjust project schedules accordingly.
7. In the event that work is stopped or slowed by circumstances outside the Ascent team's control, the Ascent team shall be entitled to payment equivalent to time and materials charges actually incurred up to the time of work stoppage or slowing. The Ascent team may negotiate additional project management and/or technical staff time directly related to a slowing or stopping of work. (A substantial delay is normally defined as 90 days or more.) Additional fees would only be requested if needed to cover true additional costs.
8. This cost estimate assumes 80 technical staff hours to respond to comments on the 1st Administrative Draft EIR/EIS by the County and TRPA. It is assumed that responses shall consist of minor clarifications and text edits. If substantial revisions, enhanced analysis and new research are required, an amendment to the scope, budget and schedule would be required.

9. This cost estimate assumes 30 technical staff hours to respond to comments on the 2nd Administrative Draft EIR/EIS by the County and TRPA. It is assumed that responses shall consist of minor clarifications and text edits. If substantial revisions, enhanced analysis and new research are required, an amendment to the scope, budget and schedule would be required.
10. Preparation of responses to comments on the Draft EIR/EIS will require no more than 80 technical staff hours. The Ascent team has the right to review comments received on the Draft EIR/EIS and determine whether the effort required to prepare responses falls within this cost estimate. If the Ascent team's estimate to complete this task exceeds the figure presented, the Ascent team shall not proceed with completion of this task until Placer County and TRPA have come to an agreement regarding the revised estimate.
11. Reproduction costs assume all deliverables will be submitted with one CD per the County's Electronic Requirements and one CD with Microsoft Word files. It is assumed that the following will be submitted electronically only: mailing list, meeting notes, and notices for team review. Hard copies will be provided as follows:
 - a. Up to 15 hard copies (13 to County, 2 to TRPA) of the following: Draft Alternatives Descriptions; Draft NOP; Draft Scoping Summary Report; Final Scoping Summary Report; 1st Administrative Draft EIR/EIS (with six copies of appendices); 2nd Administrative Draft EIR/EIS; Screencheck EIR/EIS; Executive Summary of Public Draft EIR/EIS for State Clearinghouse Submittal; Administrative Final EIR/EIS; and Screencheck Final EIR/EIS.
 - b. Up to six hard copies of the CEQA Findings of Fact.
 - c. Because the actual number of copies (more than 30 hard copies) and size of the EIR/EIS are unknown, printing costs for the Public Draft EIR/EIS and Final EIR/EIS are not included in this cost estimate. These documents will be printed and billed to the County at cost by the vendor. Placer County will also be responsible for the cost of the publication and distribution of notices, including newspaper notices and press releases.
12. Costs have been allocated to tasks to determine the total budget. Ascent may reallocate costs among tasks, as needed, as long as the total budget is not exceeded.

Schedule

The anticipated schedule below is based on the tasks outlined in the Scope of Work, the Ascent team's experience regarding reasonable timeframes, and minor refinements to the County's standard EIR processing timeframe. The schedule will be refined as needed with the County and TRPA during Tasks 1 and 2 of the Scope of Work.

Placer County Tahoe Basin Community Plan Update EIR/EIS				
Schedule by EIR/EIS Phase				
ID	Phase	Estimated Start Date	Estimated End Date	Cost by Phase
Fiscal Year 2013/2014				
1	Notice of Preparation/Scoping Phase	May 1, 2014	August 1, 2014	
	Kick-off and strategy meetings, preparation of alternatives descriptions and NOP, and public release of NOP	May 1, 2014	June 30, 2014	\$61,000
Fiscal Year 2014/2015				
	Scoping Meetings (up to 2), close of scoping, and preparation of Scoping Summary Report	July 1, 2014	August 1, 2014	\$8,000
2	1st Administrative Draft EIR/EIS Phase	July 15, 2014	November 15, 2014	\$225,000
3	Second Admin Screencheck Draft EIR/EIS Phase	November 15, 2014	December 1, 2014	\$25,000
4	Draft EIR/EIS Phase	December 1, 2014	February 15, 2014	\$13,500
5	Final EIR/EIS Phase	February 15, 2014	April 15, 2015	\$33,000
6	EIR/EIS Certification Phase	Immediately following release of Final EIR/EIS		\$14,000
Contract Total				\$379,500

Exhibit B



April 2, 2015

Ms. Crystal Jacobsen
Principal Planner
Advanced Planning/Planning Division
Placer County Community Development Resource Agency
3091 County Center Drive, Ste. 140
Auburn, California 95603

Subject: Revised Scope and Budget Amendment – Environmental Documentation for the Placer County Tahoe Basin Area Plan

Dear Crystal:

As we have discussed by telephone and in person, the work necessary to complete the environmental review for the Placer County Tahoe Basin Area Plan requires an effort beyond Ascent's contracted services, and an amendment of the scope and budget is needed. This amendment request includes additional effort in the following contracted tasks: (1) Task 4, Prepare and Distribute Notice of Preparation; (2) Task 5, Coordinate and Facilitate EIR/EIS Scoping Meetings; (3) Task 6, Prepare Scoping Summary Report; (4) Task 13, Attend Meetings and Hearings; (5) Task 14, Project Management and Coordination; and (6) Task 15, Subconsultants. The out-of-scope work is described below by task.

► **Task 4: Prepare and Distribute Notice of Preparation**

Subtask 4.1: 1st Notice of Preparation

The contracted task involved preparation of a single iteration each of the Draft and Final Notice of Preparation (NOP). The Draft NOP was submitted on May 28, 2014. A revised Draft NOP, incorporating changes to mapping and descriptions of the Tahoe City Town Center, zoning, and land use and other changes was submitted on July 8, 2014. A Final NOP for public distribution was submitted on July 14, 2015. The second iteration of the Draft NOP was not included in Ascent's original contract, and as such we are requesting additional budget to cover costs related to this deliverable.

Subtask 4.2: 2nd Notice of Preparation

In response to public and agency comments received during scoping, it was determined that the County and TRPA would issue a second NOP, with additional project detail to be developed by the County and following completion and release of the Area Plan for public review.

Using the first NOP as a starting point, Ascent will prepare a second Draft NOP for review and comment by County and TRPA staff. The NOP will be prepared in conformance with the State CEQA Guidelines and TRPA's Code of Ordinances. The Draft NOP will describe the alternatives to be evaluated in the EIR/EIS; show the project area on a map; identify the probable environmental effects that will be addressed in the EIR/EIS; and disclose information on the opportunities to submit written comments or to provide oral comments at scoping meetings.

Ascent will revise the Draft NOP in response to County and TRPA comments and prepare a Final NOP for publication and distribution by the lead agencies. Ascent will submit the Final NOP to the County

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and TRPA, and to the California and Nevada State Clearinghouses. It is assumed that the County, in its role as the contracting lead agency, will develop and maintain the mailing list for the project, mail the NOP to public agencies and known interest groups on that list (by certified mail to responsible and trustee agencies), and publish the NOP in a local newspaper of general circulation. A PDF version of the NOP will be provided for posting on the County and TRPA websites. The NOP will be circulated for a minimum of 30 days, during which comments on the scope of the EIR/EIS will be received.

► **Task 5: Coordinate and Facilitate EIR/EIS Scoping Meetings**

Subtask 5.1: Scoping Meetings Related to 1st NOP

The contracted task involved participation and attendance at up to two scoping meetings. During release of the first NOP (Subtask 4.1), Ascent attended five scoping meetings (TRPA RPIC and GB meetings on July 23, 2014; TRPA APC meeting on August 13, 2014; and daytime and nighttime meetings in Kings Beach and Tahoe City on July 29, 2014, respectively). We are requesting an amendment to the contract to cover costs associated with the out-of-scope meetings.

Subtask 5.2: Scoping Meetings Related to 2nd NOP

During the review period for the second NOP, Ascent will attend up to five additional scoping meetings. As with the first NOP, these are anticipated to include one meeting before each of TRPA's RPIC, APC, and GB, and two additional public scoping meetings.

► **Task 6: Prepare Scoping Summary Report**

Ascent is contracted to prepare a Draft and Final Scoping Summary Report. The Final Scoping Summary Report will be appended to the EIR/EIS. Because the report will include scoping comments from both the first and second NOPs and from 10 scoping meetings, we are requesting additional budget to cover costs related to incorporating additional public and agency comments from a second round of public review into the Scoping Summary Report.

► **Task 13: Attend Meetings and Hearings**

Ascent is contracted to attend and participate in meetings necessary for the successful completion of the EIR/EIS. In addition to the meetings related to Task 1 (Project Initiation), Task 2 (Conduct Plan Review/Develop Environmental Review Strategy), and Task 5 (Scoping Meetings), Ascent's contracted scope includes attendance and participation at the following:

- /// Up to six coordination meetings with Placer County and TRPA staff.
- /// Up to four public hearings on the Draft EIR/EIS (assumes venue would be TRPA's APC, RPIC, and GB meetings, and a Placer County Planning Commission meeting).
- /// Up to five project approval/certification meetings on the Final EIR/EIS (assumes venues would be TRPA APC, RPIC, and GB meetings, and Placer County Planning Commission and Board of Supervisors meetings, assuming an appeal is filed).

To date, Ascent has participated in seven coordination and/or stakeholder meetings with Placer County and TRPA staff as follows:

- /// Town Hall Meeting at North Tahoe Event Center related to Policy Document on June 4, 2014
- /// Meeting with Placer County and TRPA in Stateline regarding Tahoe City Golf Course alternatives and NOP on July 2, 2014
- /// North Tahoe East/North Tahoe West Plan Area team meeting in Kings Beach regarding density concept on August 19, 2014
- /// Meeting on Henrikson Property in Stateline with Placer County, TRPA, and project applicant on August 27, 2014

- /// Greater Tahoe City/West Shore Plan Area team meeting in Tahoe City regarding density concept on September 8, 2014
- /// All day coordination meeting in Tahoe City with Placer County, TRPA, and Dyett & Bhatia on September 29, 2014
- /// Stakeholder meeting in Stateline with Placer County and TRPA at TRPA's office on October 2, 2014

Because the project is likely to require additional stakeholder meetings for the successful completion of the environmental review, Ascent is requesting an amendment to cover the out-of-scope stakeholder meeting that has already occurred and up to 12 additional stakeholder/coordination meetings with Placer County and TRPA staff. Ascent will continue to assist the County and TRPA with meeting presentations and note taking as well as responses to questions related to the environmental review.

► **Task 14: Project Management and Coordination**

The purpose of this contracted task is to effectively manage the project schedule, budget, invoicing, and contracts. This task also includes coordination time with Placer County staff about project management issues, as needed. Because the project schedule is more protracted than originally envisioned and is requiring additional out-of-scope tasks and deliverables, Ascent is requesting a budget amendment to compensate for additional project management and coordination time over the remaining duration of the project.

► **Task 15: Subconsultants (PRLM Modeling)**

In October 2014, TRPA began requiring that all Area Plans that are proposing to alter existing maximum coverage limits (those in effect under existing community plans) within designated Town Centers perform a pre- and post-project Pollutant Load Reduction Model (PLRM) run for each Town Center within the Area Plan. The PLRM analysis is being required to compare pollutant load generation potential under existing conditions with conditions after build out of each Town Center. The Regional Plan EIS evaluated pollutant load generation from the cumulative build out of all Town Centers, but TRPA is now requiring this analysis of each individual Town Center to ensure any possible local-scale impacts are being considered. The Placer County Tahoe Basin Area Plan includes three Town Centers. Northwest Hydraulic Consults (nhc), a subconsultant to Ascent, will perform the required PRLM modeling and prepare a brief memorandum describing the methodologies used and findings for inclusion in the EIR/EIS.

The cost to complete the above-described out-of-scope work is reflected in the attached table. The total amount reflected in this contract amendment request is \$31,700. With authorization, this brings the total contracted amount for environmental review for the Placer County Tahoe Basin Area Plan to \$411,200.

Every effort has been made to complete the additional work in an efficient, cost-effective manner. We look forward to your reply, and to the opportunity to continue to assist Placer County on this important effort. Please contact either of us if you have any questions.

Sincerely,



Sydney B. Coatsworth, AICP
Principal



Nanette Hansel
Project Manager

Exhibit C

Schedule

The anticipated schedule below is based on the tasks outlined in the Scope of Work, the Ascent team's experience regarding reasonable timeframes, and minor refinements to the County's standard EIR processing timeframe. The schedule will be refined as needed with the County and TRPA during Tasks 1 and 2 of the Scope of Work.

Placer County Tahoe Basin Area Plan EIR/EIS Schedule by EIR/EIS Phase				
ID	Phase	Estimated Start Date	Estimated End Date	Cost by Phase
Fiscal Year 2013/2014				
1	Notice of Preparation/Scoping Phase	May 1, 2014	July 22, 2015	
	Kick-off and strategy meetings, preparation of alternatives descriptions and 1st NOP, and public release of 1st NOP	May 1, 2014	June 30, 2014	\$61,000
Fiscal Year 2014/2015				
	Preparation and public release of 2nd NOP, scoping Meetings for 1st and 2nd NOP, and close of scoping	July 1, 2014	June 30, 2015	\$9,500
Fiscal Year 2015/2016				
	Preparation of Scoping Summary Report	July 1, 2015	July 22, 2015	\$4,000
2	1st Administrative Draft EIR/EIS Phase	July 1, 2015	November 2, 2015	\$236,600
3	Screencheck Draft EIR/EIS Phase	November 2, 2015	November 19, 2015	\$28,000
4	Draft EIR/EIS Phase	November 19, 2015	January 27, 2016	\$21,000
5	Final EIR/EIS Phase	January 27, 2016	May 2, 2016	\$35,100
6	EIR/EIS Certification Phase	Immediately following release of Final EIR/EIS		\$16,000
Total:				\$411,200

Schedule

The anticipated schedule below and assumptions are based on the tasks outlined in the Scope of Work, the Ascent team's experience regarding reasonable timeframes, and minor refinements to the County's standard EIR processing timeframe.

Placer County Tahoe Basin Area Plan EIR/EIS Milestones and Other Deliverables					
EIR/EIS Project Name		Timeframe Used*	County Timeframe	Start	End
Tahoe Basin Area Plan EIR/EIS		758	322	May 1, 2014	April 22, 2016
ID	Phase/Task	Days / Phase	Days / Phase	Start	End
1.00	Notice of Preparation/Scoping Phase	447	NA	May 1, 2014	July 22, 2015
Tasks Already Completed					
1.01	"Notice to Proceed" to Consultant				
1.02	Project Initiation Activities and Kickoff Meeting; Revised Work Program, if warranted (Consultant prepares agenda & summary)				
1.03	Conduct Plan Review/Environmental Review Strategy Meetings				
1.04	Consultant prepares alternatives descriptions and draft 1st NOP				
1.05	County and TRPA review alternatives descriptions and draft 1st NOP				
1.06	Comments on alternatives descriptions and draft 1st NOP sent to Consultant				
1.07	Consultant submits final 1st NOP				
1.08	County and TRPA review and finalize 1st NOP for distribution				
1.09	1st NOP circulated for public review				
1.10	Scoping Meetings; Consultant records comments (part of 1st NOP public review)				
1.11	1st NOP comments sent to Consultant				
Tasks to be Completed					
1.12	Administrative Draft Area Plan to Consultant	--	1	April 28, 2015	April 28, 2015
1.13	Consultant prepares alternatives descriptions and draft 2nd NOP	--	14	April 3, 2015	April 3, 2015
1.14	County and TRPA review alternatives descriptions and draft 2nd NOP	21	14	April 28, 2015	May 19, 2015
1.15	Comments on alternatives descriptions and draft 2nd NOP sent to Consultant	--	2	May 19, 2015	May 19, 2015
1.16	Consultant submits final 2nd NOP	6	14	May 19, 2015	May 25, 2015
1.17	County and TRPA review and finalize 2nd NOP for distribution	7	7	May 25, 2015	June 1, 2015
1.18	2nd NOP circulated for public review	30	30	June 1, 2015	July 1, 2015
1.19	Scoping Meetings; Consultant records comments (part of 2nd NOP public review)			During public review	During public review
1.20	2nd NOP comments sent to Consultant	2	2	July 1, 2015	July 3, 2015
1.21	Consultant prepares draft Scoping Summary Report	10	NA	July 3, 2015	July 13, 2015
1.22	County and TRPA review draft Scoping Summary Report	7	NA	July 13, 2015	July 20, 2015
1.23	Comments on draft Scoping Summary Report sent to Consultant (Consultant integrates comments into Scoping Summary Report appended to 1 st Administrative Draft EIR/EIS)	2	NA	July 20, 2015	July 22, 2015
2.00	1st Administrative Draft EIR/EIS Phase	122	137	July 3, 2015	November 2, 2015
2.01	County, TRPA, and Consultant review preliminary environmental conclusions & verify any outstanding information needed (County Environmental Review Committee [ERC] meetings as needed)	32 days before 1st Admin Draft	30 days before 1st Admin Draft		August 30, 2015
2.02	Consultant submits 1 st Administrative Draft EIR/EIS (90 days from receipt of 2nd NOP comments AND all required info received from County)**	90	90	July 3, 2015	October 1, 2015
2.03	County and TRPA review 1st Administrative Draft EIR/EIS	29	45	October 1, 2015	October 30, 2015
2.04	1 st Administrative Draft EIR/EIS comments sent to Consultant	3	2	October 30, 2015	November 2, 2015
2.05	Meeting to discuss comments (Consultant prepares agenda + summary, meeting before ERC if warranted)	7	7	November 2, 2015	November 9, 2015
3.00	Screencheck Draft EIR/EIS Phase	17	17	November 2, 2015	November 19, 2015
3.01	Consultant submits Screencheck Draft EIR/EIS (10 days from receipt of comments)	10	10	November 2, 2015	November 12, 2015
3.02	County and TRPA review Screencheck Draft EIR/EIS	5	5	November 12, 2015	November 17, 2015
3.03	Screencheck Draft EIR/EIS comments sent to Consultant	2	2	November 17, 2015	November 19, 2015
4.00	Draft EIR/EIS Phase	69	69	November 19, 2015	January 27, 2016
4.01	Consultant submits Draft EIR/EIS and public notices**	5	7	November 19, 2015	November 24, 2015
4.02	Draft EIR/EIS public review	62	60	November 24, 2015	January 25, 2016
4.03	Draft EIR/EIS public hearings – Consultant records comments			During public review	During public review
4.04	Draft EIR/EIS comments sent to Consultant	2	2	January 25, 2016	January 27, 2016
5.00	Final EIR/EIS Phase	103	99	January 27, 2016	April 22, 2016
5.01	Consultant submits Administrative Final EIR/EIS**	26	30	January 27, 2016	February 24, 2016
5.02	County and TRPA review Administrative Final EIR/EIS	26	30	February 24, 2016	March 23, 2016
5.03	Administrative Final EIR/EIS comments sent to Consultant	2	2	March 23, 2016	March 25, 2016
5.04	Meeting to discuss comments (Consultant prepares agenda & summary, ERC included if warranted)	Following receipt of comments	Following receipt of comments		
5.05	Consultant submits Screencheck Final EIR/EIS (14 days after comments received)	14	20	March 25, 2016	April 8, 2016
5.06	County and TRPA review Screencheck Final EIR/EIS	5	5	April 8, 2016	April 13, 2016
5.07	Screencheck Final EIR/EIS comments sent to Consultant	2	2	April 13, 2016	April 15, 2016
5.08	Consultant submits Final EIR/EIS**	7	10	April 15, 2016	April 22, 2016
5.09	Final EIR/EIS public review (minimum 10 days before hearing)	10	NA	April 22, 2016	May 2, 2016
5.10	Consultant submits CEQA findings (1 week from Final EIR/EIS submittal)	7	NA	April 22, 2016	April 29, 2016
6.00	EIR/EIS Certification Phase				
6.01	Project Approval/Certification Meetings				
6.02	CEQA Notice of Determination filing with required California Department of Fish and Wildlife fee (Within 5 working days of final action)	5	5		

Schedule Notes:

- * If a step in the schedule is delayed for reasons outside of the consultant's responsibility (e.g., public requests for extended review periods), the elapsed time between subsequent steps will be maintained to allow adequate time to perform those later tasks.
- ** The time to prepare and submit these deliverables is dependent on the number, nature, and complexity of the comments received.

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Exhibit D

TRPA AND COUNTY DESIGNATIONS OF PROJECT ADMINISTRATORS

TRPA Project Administrator: John Marshall

Contact Information:

P.O. Box 5310
128 Market Street
Stateline, Nevada 89448
Telephone: (775) 588-4547
Fax: (775) 588-4527
Email: jmarshall@trpa.org

County Project Administrator: Crystal Jacobsen

Contact Information:

3091 County Center Drive
Auburn, CA 95603
Telephone: (530) 745-3085
Fax: (530) 745-3080
Email: cjacobse@placer.ca.gov

Exhibit E

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands to the extent caused by CONSULTANT'S negligent acts, errors, omissions, or willful misconduct. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT to the extent caused by CONSULTANT'S negligent acts, errors, omissions, or willful misconduct. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property to the extent arising from CONSULTANT'S negligent performance or willful misconduct pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. INSURANCE:

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

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 CONSULTANT'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 changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, 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 CONSULTANT in this Agreement.

B. One of the following forms is required:

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

C. If CONSULTANT 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:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) 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 two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

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

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year 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 Coverages - If more than one policy is used to meet the required coverages, 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 by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

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

- A. "The County of Placer, 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."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

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

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY 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 CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT 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.

