

**Ascent Environmental, Inc.**  
**Tahoe El Dorado Area Plan Phases 2 and 3**

**AGREEMENT FOR SERVICES #9035**

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Ascent Environmental, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 455 Capitol Mall, Suite 300, Sacramento, California 95814 (hereinafter referred to as "Consultant").

**R E C I T A L S**

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist its Planning and Building Department in developing the Tahoe El Dorado Area Plan including outreach, California Environmental Quality Act (CEQA) services, and the implementation of the project;

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

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

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest and that the work requires specialty skills and qualifications not expressly identified in County classification are involved in the performance of work, in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), by El Dorado County Charter, section 210(b)(6) and/or Government Code section 31000;

**WHEREAS**, on March 5, 2021, Consultant was formally awarded competitive Request for Qualifications (RFQ) 20-918-043 for consulting services;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

**ARTICLE I**

**Scope of Work:** Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work", incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary for the completion of the work identified in the Scope of Work.

The receipt of this fully executed Agreement is Consultant's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of this Agreement.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format, and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XIII, Default, Termination, and Cancellation, herein.

Consultant shall perform the services and tasks required under this Agreement in a safe manner consistent with, but limited to, the standard of care applicable to consulting companies who are regularly engaged in providing the same or similar services. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. All of the services performed pursuant to this Agreement are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire on June 30, 2027.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered. Other direct costs, including subconsultants' services and outside services authorized herein, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include other direct costs, including subconsultant services, shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

The rates listed in Exhibit B may be adjusted on an annual basis upon completion of the first twelve (12) consecutive months of this Agreement with thirty (30) calendar days prior written notice and prior review and written approval by the County's Department Head or designee. Any rate increases authorized by the County's Department Head or designee shall not exceed the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded. This rate adjustment process described herein shall not change for the life of the Agreement unless otherwise specified in a written amendment.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Task are identified in Exhibit C, marked "Cost Estimate", incorporated herein and made by reference a part hereof. In the performance of the services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the Phases, Subconsultants, and among various Tasks, Subtasks, and Direct Costs and Mileage identified subject to County Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by County's Contract Administrator or designee. Consultant shall be responsible for canceling hotel rooms before the cancellation period ends and shall record the cancellation number in case of disputes. Consultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator or designee has determined that the reasons are valid.

The total amount of this Agreement shall not exceed \$982,889, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Planning and Building  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Brendan Ferry  
Deputy Director

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

#### **ARTICLE IV**

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

#### **ARTICLE V**

**Progress Reports:** Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

#### **ARTICLE VI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in subconsultants without prior written approval by County's Contract Administrator.

#### **ARTICLE VII**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.



## **ARTICLE VIII**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Planning and Building Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE IX**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## **ARTICLE X**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this Agreement. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subcontractor or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation,

unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

## **ARTICLE XI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XII**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code section 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XIII**

### **Default, Termination, and Cancellation:**

- A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

- a. The alleged default and the applicable Agreement provision, and
- b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:

- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
- b. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
- c. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  - b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
  - c. Consultant fails to observe and perform any covenant, condition, or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  - d. A violation of ARTICLE XX, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

#### **ARTICLE XIV**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

With a copy to:

County of El Dorado  
Planning and Building Department  
2850 Fairlane Court  
Placerville, California 95667

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Brendan Ferry  
Deputy Director  
Tahoe Planning & Building Division

Attn.: Michele Weimer  
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Ascent Environmental, Inc.  
455 Capitol Mall, Suite 300  
Sacramento, California 95814

Attn.: Gary Jakobs, Chief Executive Officer

or to such other location as Consultant directs.

#### **ARTICLE XV**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

## **ARTICLE XVI**

**Indemnity:** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, , but only to the extent actually caused by the negligence or willful misconduct of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

## **ARTICLE XVII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

## **ARTICLE XVIII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

## **ARTICLE XIX**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

## **ARTICLE XX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (Senate Bill [SB] 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

## **ARTICLE XXI**

### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.



- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code sections 12990 and Title 2, California Code of Regulations, section 11102.

## **ARTICLE XXII**

**California Residency (Form 590):** If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

## **ARTICLE XXIII**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

## **ARTICLE XXIV**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

## **ARTICLE XXV**

**Licenses:** Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

## **ARTICLE XXVI**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

## **ARTICLE XXVII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Brendan Ferry, Deputy Director, Tahoe Planning & Building Division, Planning and Building Department, or successor.

## **ARTICLE XXVIII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

## **ARTICLE XXIX**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

## **ARTICLE XXX**

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

## **ARTICLE XXXI**

**No Third-Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

## **ARTICLE XXXII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

## **ARTICLE XXXIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

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

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Dated: \_\_\_\_\_


Deputy Clerk

**-- ASCENT ENVIRONMENTAL, INC. --**

By:  \_\_\_\_\_  
Gary Jakobs (Sep 17, 2024 10:10 PDT)

Dated: 09/17/2024

Gary Jakobs  
Chief Executive Officer  
"Consultant"

By:  \_\_\_\_\_  
Amanda Olekszul (Sep 17, 2024 10:19 PDT)

Dated: 09/17/2024

Amanda Olekszul  
Chief Financial Officer

# **Ascent Environmental, Inc.**

## **Exhibit A**

### **Scope of Work**

#### **Project Background**

County has started the process of developing the Tahoe El Dorado (TED) Area Plan, a comprehensive, long-term planning document that will incorporate and update the Meyers Area Plan and include other communities within unincorporated County in the Lake Tahoe Basin. The purpose of the TED Area Plan is to 1) ensure consistency between the County's Zoning Ordinance and the Tahoe Regional Planning Agency's (TRPA) Plan Area Statements; 2) streamline permitting and environmental review; 3) allow County to control land use policies and decisions based on each community's needs; and 4) incorporate TRPA Code of Ordinances and State law updates. Once developed, the TED Area Plan will establish a better framework to advance housing and economic development while attaining environmental thresholds set by TRPA.

The TED Area Plan is a multi-year effort that has been broken down into three (3) phases 1) Phase 1 consists of outreach and engagement with the community and data analysis; 2) Phase 2 includes developing a solid draft TED Area Plan and hosting additional community workshops; and 3) Phase 3 consists of finalizing the draft TED Area Plan, conducting environmental review, providing a formal public comment period, and hosting public hearings for possible adoption by the County and TRPA.

#### **Deliverables**

Unless otherwise indicated below, and notwithstanding any other provisions of this Agreement to the contrary, Consultant shall submit all deliverables in accordance with ARTICLE I, Scope of Services, and as described in the tasks herein.

Unless otherwise indicated below, Consultant shall submit draft documents and reports to County's Contract Administrator for review and comment. Consultant shall incorporate County's Contract Administrator's comments into the final documents or reports subject to agreement by Consultant and County's Contract Administrator.

Draft documents of the required written deliverables shall be submitted in electronic Microsoft Word (Word) and/or ESRI ArcGIS format to County's Contract Administrator unless otherwise stated. The final version of the required written deliverables shall be submitted in electronic Adobe Portable Document Format (PDF) to County's Contract Administrator unless otherwise stated.

## **Scope of Services**

Consultant shall assist County with Phases 2 and 3 of its TED Area Plan, including, at a minimum, the following:

### **Task 1 – Project Kick-Off Meeting and Project Management and Meetings**

Consultant shall prepare for and lead a virtual project kickoff meeting with County and TRPA staff to confirm communication protocols; review the Scope of Work; identify/confirm the project purpose, need, and objectives; develop a project schedule; and address other topics as needed. Prior to the meeting, County and TRPA will provide Consultant with relevant background materials, information, and data needed to start the TED Area Plan. These relevant documents may include, at a minimum, past and related planning efforts, guiding documents, and community demographics. Consultant shall review these documents prior to the project kickoff Meeting and shall be prepared to request additional information following the meeting. After the project kickoff meeting, Consultant shall prepare the project kickoff meeting notes summarizing issues, decisions, and actions discussed at the meeting.

In addition to a project kickoff meeting, Consultant shall provide project management and coordination including regular communication with County, monthly invoicing, and management of the project schedule, budget, Agreement, and subcontracts throughout the term of the Agreement. Consultant shall devote effort each month to ensure an efficient and timely process for project execution, including close coordination with County and TRPA about project management issues, as needed. Consultant shall create and manage a project work plan, which shall serve as the team roadmap and shall chart roles and responsibilities, a schedule of milestones and deliverables, and tools. Consultant shall also submit monthly invoices and progress reports to County regarding schedule, information needs, and corresponding tasks/deliverables.

Consultant shall schedule and lead up to fifty-two (52) biweekly (every other week), one-hour virtual team meetings with County, including TRPA when necessary. Consultant shall prepare agendas and summary level notes for each biweekly meeting.

In addition to biweekly meetings, Consultant shall attend up to eight (8) additional coordination meetings as necessary.

### **Deliverables**

- One (1) project kickoff meeting agenda, presentation, and summary
- One (1) project schedule
- List of additional materials or information needed to begin work, if applicable
- Project work plan (considered a living document that shall be updated as needed)
- Monthly invoices
- Monthly progress reports, including project schedule and status of Agreement on each task
- Fifty-two (52) biweekly meeting agendas and notes with action items
- Up to eight (8) additional coordination meeting agendas, notes, and summaries

## **Task 2 – Public Outreach and Engagement**

Consultant shall assist County in facilitating and soliciting public engagement and input on the TED Area Plan, as well as assisting in the development of content for public releases to local media. This Task shall consist of the following:

### **Subtask 2.1 – Website and Online Survey Maintenance**

Consultant shall utilize this Task to keep the public informed and to build momentum for the planning process through the TED Area Plan website and online survey. Consultant, with prior County approval of content, shall assume maintenance of the TED Area Plan website developed as part of Phase 1 of the TED Area Plan. Consultant shall maintain and update the TED Area Plan website for up to two (2) years and one (1) additional year of hosting, but not updating, to allow County to transition project files to County website. The TED Area Plan website shall consist of basic information on the TED Area Plan, what the TED Area Plan is and is not, reasons for developing the TED Area Plan, a summary of the schedule/process, a list of frequently asked questions with answers, community workshop information and materials, other relevant documents, and methods of engagement. Consultant shall regularly update the TED Area Plan website, as needed, to provide new information to the public.

Consultant shall establish a new Social Pinpoint interactive survey tool and maintain for one (1) year. Consultant shall coordinate with County on the questions (up to two [2] sets of three [3] questions) to be included on the survey tool and shall update the questions twice during the project.

#### **Deliverables**

- Draft TED Area Plan website content for County approval prior to posting
- Social Pinpoint survey tool

### **Subtask 2.2 – Community Workshops and Materials**

Consultant shall assist County with preparation for and attendance at five (5) community workshops (three [3] in-person and two [2] virtual, during standard working and non-working hours). Consultant shall prepare materials for the community workshops, including presentations, sign-in sheets, handouts, and breakout session boards prior to the community workshops.

Consultant shall prepare up to five (5) social media flyers to advertise the community workshops to be attended by County.

County will be the contact for the press and will be responsible for sending out all public noticing (press releases and social media flyers).

#### **Deliverables**

- Five (5) draft and final community workshop and event social media flyers
- Five (5) draft and final community workshop event materials to include presentations, sign-in sheets, handouts, breakout session boards, and meeting notes

## **PHASE 2 SCOPE OF SERVICES**

### **Task 3 – Background Reports**

The purpose of this Task is to develop an understanding of the County's land use and property assets, establish a baseline of information or conditions, and determine the economic feasibility of advancing affordable housing. Having this information will help County fulfill TRPA's Code of Ordinances 13.5.3(I)(C), which requires local jurisdictions to propose alternative methods and/or standards to advance affordable housing, as well as aid in the development of land use alternatives and environmental setting information for the TED Area Plan and EIR/EIS.

Consultant is assisting the County with preparation of an administrative draft existing conditions report as part of Phase 1 of the TED Area Plan (separate Agreement and funding). The administrative draft existing conditions report will address land use; population, employment, and housing; conservation; transportation; recreation; and public services and facilities. This Task shall consist of Consultant finalizing the existing conditions report.

#### **Subtask 3.1 – Final Existing Conditions Report**

Consultant shall address County comments on the administrative draft existing conditions report prepared during Phase I of the TED Area Plan. Consultant shall assist with responses to one (1) set of consolidated comments from County on the transportation section and the population, employment, and housing section of the report, respectively. Consultant shall address County comments and finalize the report.

#### **Deliverables**

- One (1) screencheck draft and one (1) final existing conditions report

#### **Subtask 3.2 – Land Use and Affordable Housing Strategy Memo**

Consultant shall prepare a land use and affordable housing strategy memo of the project area to establish a baseline of understanding, identify land use opportunities for the TED Area Plan, and analyze the feasibility of alternative development standards to those contained in the TRPA Code of Ordinances for area plans. This memo shall build on the recommendations in the land use consistency memo prepared as part of Phase 1 of the TED Area Plan. Topics analyzed in the memo may include context of the area; current County Zoning Ordinance and TRPA Plan Area Statement land use; future land use and capacity for affordable housing; land capability assessment; land ownership (private and public land); open space; scenic assets and infrastructure; and availability of County-owned parcels, development rights, and coverage to be used for potential affordable housing projects or other projects that support the TED Area Plan. This information will assist County in developing a policy or resolution which will formalize County's land bank and provide a process by which County can provide coverage and/or development rights to advance potential affordable housing projects or other projects that are consistent with the TED Area Plan.

Consultant shall work collaboratively with County to analyze the feasibility of alternative development standards to those contained in the TRPA Code of Ordinances for area plans. Consultant shall collect data necessary to prepare a financial feasibility analysis of a variety of affordable housing scenarios in unincorporated area of the County within the Tahoe Basin. This work will assist the County in complying with TRPA's Code of Ordinances 13.5.3(I)(C), which requires County to demonstrate that the alternative standards and/or methods are at least as effective as the TRPA standards outlined in TRPA's Code of Ordinances 13.5.3.I(A)–(B). Pursuant to TRPA's Code of Ordinances 13.5.3.I(C)(1), the feasibility analysis shall include analysis of up to three (3) alternative scenarios for up to three (3) different development prototypes (e.g., single-family, missing middle, and multifamily housing). The scenario analysis shall consider various methods and/or standards, such as adoption of an approved inclusionary housing ordinance, zoning additional areas for multifamily housing, providing donated land or other public subsidies, or installation of areawide stormwater systems in preferred affordable and workforce housing locations, as well as TRPA's Phase 2 standards (height, density, coverage, and parking).

County will submit one (1) set of consolidated comments and Consultant shall finalize the memo.

#### **Deliverables**

- One (1) draft and one (1) final land use and affordable housing strategy memo for County review and comment

### **Task 4 – Draft TED Area Plan/Design Standards and Guidelines**

#### **Subtask 4.1 – Administrative Draft and Preliminary Public Draft TED Area Plan**

Consultant shall prepare an administrative draft TED Area Plan. The TED Area Plan shall incorporate all the required elements of Chapter 13 of TRPA's Code of Ordinances and the requirements of an area plan, as well as some optional components, which include the following: (1) Introduction, (2) Current Conditions, (3) Conservation, (4) Land Use, (5) Transportation, (6) Recreation, (7) Public Service and Facilities, (8) Development/Design Standards & Substitute Standards, (9) Housing, (10) Economic Development, (11) Area-wide Coverage Management, (12) Alternative Parking Strategies, and (13) Implementation. Consultant shall work from the draft outline developed during Phase 1 of the TED Area Plan and shall incorporate the current Meyers Area Plan into the drafts. Consultant shall incorporate information gathered from Phase 1 of the TED Area Plan and Task 2 of this Scope of Work, including the recommended land use designations, vision, goals, policies, implementation strategies, zoning standards, development/design standards, and applicable figures and graphics. Consultant shall support the preparation of transportation and economic development related policies for the TED Area Plan. County will provide one (1) set of comprehensive comments (electronically) to Consultant on the administrative draft TED Area Plan. Consultant shall then address County comments and prepare a screencheck preliminary public review draft plan. Consultant shall address one (1) set of consolidated comments and produce a final preliminary public review draft TED Area Plan.



## **Deliverables**

- One (1) administrative draft, one (1) screencheck preliminary public draft, and one (1) final preliminary public draft TED Area Plan

### **Subtask 4.2 – Level of Service Technical Analysis**

Consultant shall coordinate with County and TRPA to develop the final approach and assumptions to be used for the level of service technical analyses. This Subtask shall include documenting up to ten (10) intersection locations and ten (10) roadway segments to be analyzed utilizing available count data. Consultant shall document the agreed-upon approach in a methodology technical memorandum.

Consultant shall coordinate with County and TRPA to collect available roadway segment volume and intersection turn movement counts from prior traffic analyses in the study area for the selected analysis locations. Consultant shall also obtain available existing and future multimodal, safety, and operational data, as needed. Consultant shall supplement existing conditions report, as needed, with the additional data collected. Consultant shall respond to a consolidated set of comments on the transportation data section.

Consultant shall evaluate the existing level of service for up to ten (10) intersections and ten (10) roadway segments under existing and buildout conditions consistent with the Transportation Research Board's Highway Capacity Manual, 7th Edition. Cumulative traffic volumes shall be forecast by applying road segment traffic growth increments from the TRPA travel demand model and trip generation associated with any land use changes. Roadway segment forecasts shall be used to factor the existing roadway segments and intersection counts consistent with the estimated growth. Consultant shall determine any level of service impacts per the TRPA Code.

Consultant shall summarize the analysis in an administrative draft technical memorandum documenting any level of service impacts identified. Consultant shall respond to one (1) consolidated set of comments from County and TRPA to revise and finalize the technical memorandum.

## **Deliverables**

- One (1) administrative draft and one (1) final level of service technical memorandum

### **Subtask 4.3 – Administrative Draft and Preliminary Public Draft Design Standards and Guidelines**

Based on feedback received during Phase 1 of the TED Area Plan and Task 2 of this Scope of Work, Consultant shall prepare administrative draft, preliminary public draft, and final public draft Design Standards and Guidelines. The Design Standards and Guidelines

shall be a stand-alone document that focuses on design elements and concepts and shall be formatted as an appendix to the TED Area Plan. County will provide one (1) set of comprehensive comments (electronically) to Consultant on the two (2) drafts.

Consultant shall build on the current Meyers Design Standards and Guidelines for the Meyers area. However, Consultant shall also consider that other communities within the project area are unique and different from Meyers and may require their own specific design standards and guidelines. The developed Design Standards and Guidelines shall speak to the distinct character of each community within the project area.

### **Deliverables**

- One (1) administrative draft and one (1) final public draft Design Standards and Guidelines

### **Task 5 – Programmatic Environmental Review Scoping – Environmental Impact Report (EIR)/Environmental Impact Statement (EIS)**

All Subtasks under Task 5 shall be prepared and completed in conformance with the California Environmental Quality Act (CEQA) Statute and Guidelines and TRPA's Code of Ordinances and Rules of Procedure.

#### **Subtask 5.1 – Notice of Preparation (NOP)**

Based on the description of the alternatives prepared in Subtask 5.1, County will prepare and distribute a draft and final NOP. The draft and final 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.

Consultant shall review the draft NOP and provide substantive feedback with suggested edits to County and TRPA. Consultant shall provide County and TRPA with one (1) set of comprehensive comments. County will then revise the draft NOP based on Consultant's feedback and shall develop the final NOP. County will provide PDF and MS Word versions of the final NOP to Consultant and TRPA.

Consultant shall file the final NOP with and/or send it to the California and Nevada State Clearinghouses. County and TRPA will post the NOP on their respective websites and social media and handle local distribution of notices.

### **Deliverables**

- Review and edits to the draft NOP
- Submittal of the final NOP to the California and Nevada State Clearinghouses (includes payment of any associated fees)

### **Subtask 5.2 – Scoping Meetings**

Consultant shall conduct and facilitate two (2) scoping meetings for the EIR/EIS to help determine the document's content. One (1) scoping meeting shall be virtual and one (1) shall be in-person. County is responsible for finding and securing the meeting location and promoting the scoping meeting. Consultant shall prepare meeting materials (i.e., sign-in sheets, comment cards, handouts) and a presentation for the scoping meetings. Consultant shall facilitate questions and answers for the scoping meetings, while County will present the proposed project and alternatives, summarize potential environmental issues, describe the environmental process, and discuss opportunities for engagement. Consultant shall record comments in note form at both scoping meetings and shall prepare a scoping summary report. The final summary shall be included as an appendix in the administrative draft EIR/EIS.

### **Deliverables**

- Two (2) scoping meetings
- Scoping meeting sign-in sheets, comment cards, handouts, presentations, etc.
- One (1) draft and one (1) final scoping meeting summary report

## **PHASE 3 SCOPE OF SERVICES**

### **Task 6 – Final Public Draft TED Area Plan/Design Standards and Guidelines**

#### **Subtask 6.1 – Final Public Draft TED Area Plan**

Consultant shall prepare a final public draft TED Area Plan. County will provide one (1) set of comprehensive comments to Consultant. Consultant shall prepare a final public draft TED Area Plan based on work completed during Phase 2 and comments received throughout Phase 3.

### **Deliverables**

- One (1) final public draft TED Area Plan

#### **Subtask 6.2 – Final Public Draft Design Standards and Guidelines**

Consultant shall prepare final public draft Design Standards and Guidelines as an exhibit to the TED Area Plan. County will provide one (1) set of comprehensive comments to Consultant. The final public draft Design Standards and Guidelines shall be based on work completed in Phase 2 and comments received throughout Phase 3 of the TED Area Plan.

### **Deliverables**

- One (1) public draft Design Standards and Guidelines

## **Task 7 – Draft and Final Programmatic Environmental Review – EIR/EIS**

### **Subtask 7.1 – Description of Alternatives**

Consultant shall prepare a description of alternatives to carry forward into the EIR/EIS. Consultant shall work with County and TRPA to identify and reach agreement on the project alternatives to incorporate into the EIR/EIS.

The description of alternatives shall 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 required Regional Plan amendments (if any), alternatives considered but dismissed from further evaluation, and comparative information on the alternatives. Consultant shall prepare and develop conceptual maps that illustrate the alternatives evaluated in the EIR/EIS. The EIR/EIS shall include the evaluation of up to four (4) alternatives (three [3] action alternatives and a no project alternative) at an equal level of detail.

Consultant shall describe the alternatives in a manner that meets County and TRPA requirements for an EIR/EIS. Consultant shall prepare draft and final alternatives descriptions for County and TRPA review and comment. County and TRPA will provide one (1) set of comprehensive comments to Consultant.

### **Deliverables**

- One (1) draft and one (1) final description of alternatives

### **Subtask 7.2 – First and Second Administrative Draft EIR/EIS**

The purpose of this Subtask is to prepare a comprehensive and legally defensible EIR/EIS for County and TRPA administrative review. Because the level of detail required for the EIR/EIS analysis is inextricably linked to the outcome of the planning process, it will be important for the County, TRPA, and Consultant to revisit the EIR/EIS scope at the appropriate time to ensure its completeness and adequacy. Notwithstanding, the environmental scope and budget presented herein represent a reasonable and good-faith effort to characterize the items of work and level of effort necessary to complete the work.

Consultant shall prepare the first administrative draft EIR/EIS. Consultant shall then prepare a second administrative draft EIR/EIS based on comments by County and TRPA on the first administrative draft. County and TRPA will provide comments to Consultant on the first administrative draft EIR/EIS. Consultant shall conduct a thorough quality assurance review of both administrative drafts prior to submittal to County and TRPA.

The EIR/EIS shall evaluate all environmental topic areas identified in Appendix G of the State CEQA Guidelines (initial environmental checklist) and shall also incorporate other features required by TRPA. Consultant shall prepare a project description as part of the first and second administrative drafts of the EIR/EIS, which is central to the defensibility of an EIR/EIS. The project description shall provide program-level detail for the TED Area Plan and alternatives sufficient to conduct a thorough impact analysis. The project

description shall include a discussion of the regional and local setting; project history, including past uses within the plan area; objectives of the TED Area Plan; characteristics of the TED Area Plan; and discretionary actions required by County, TRPA, and other agencies. To stay on schedule and within budget, Consultant shall assume that the project description is stable once Consultant addresses all County and TRPA comments.

Each of the alternatives (up to four [4]) shall be evaluated at an equal level of detail with respect to each key impact category reviewed for the proposed project. The EIR/EIS shall discuss all significant and less-than significant impacts in conformance with CEQA and TRPA environmental requirements. If an alternative would result in a significant environmental impact(s), Consultant shall coordinate with County and TRPA to develop feasible mitigation measures that could address the impact. Beneficial effects shall also be discussed. All technical appendices shall be submitted with the first administrative draft EIR/EIS.

### **Deliverables**

- One (1) first and one (1) second administrative draft EIR/EIS

### **Subtask 7.3 – Draft EIR/EIS**

The purpose of this Subtask is to prepare the publicly circulated Draft EIR/EIS, based on comments from County and TRPA on the second administrative draft EIR/EIS. Based on one (1) set of consolidated comments from County, Consultant shall revise the second administrative draft EIR/EIS. Consultant shall provide copies of a screencheck draft EIR/EIS to County and TRPA for review prior to production of the public draft editions. Consultant shall submit an electronic version of the screencheck draft EIR/EIS with revisions noted in track-changes format.

Consultant shall make minor changes based on any final comments, reproduce the Draft EIR/EIS, and prepare an electronic copy for submittal to County and TRPA for distribution. Consultant shall also send the Draft EIR/EIS to the California and Nevada State Clearinghouses.

Consultant shall prepare a Notice of Completion (NOC) for submittal to the California State Clearinghouse and a Notice of Availability (NOA) for public distribution and publication in a local newspaper of general circulation (assumed to be the Tahoe Tribune) to be completed by County. The 60-day public review period for the EIR/EIS shall be initiated after completion and submittal of the Draft EIR/EIS to County and TRPA and filing of the notices.

### **Deliverables**

- One (1) Draft EIR/EIS
- One (1) draft and one (1) final NOC
- One (1) draft and one (1) final NOA

#### **Subtask 7.4 – Administrative Final and Final EIR/EIS**

Consultant shall prepare draft responses to all written and oral comments received from responsible and trustee agencies, as well as from the public, on the Draft EIR/EIS and shall prepare an Administrative Final EIR/EIS that includes responses to all written and oral comments, changes to the Draft EIR/EIS, and the Mitigation Monitoring and Reporting Program (MMRP). After comments on the Draft EIR/EIS are received, Consultant shall meet with County and TRPA to discuss the comments and develop a strategy for responses, if necessary.

Consultant shall prepare a list of commenters, compile and organize the comments, and develop draft responses to significant environmental points raised in the comments. Responses shall involve explanation, clarification, or elaboration of existing analysis and findings, but shall not include new analysis, issues, or alternatives.

Consultant shall prepare an Administrative Final EIR/EIS including an introductory chapter; all text revisions to the Draft EIR/EIS sections with modifications indicated in strikeout for deletions and underline for additions (or a similar approach agreed to by County and TRPA); 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 MMRP. County and TRPA will provide one (1) set of comprehensive comments to Consultant. Based on that feedback, Consultant shall revise the Administrative Final EIR/EIS and shall develop the Final EIR/EIS for public and agency circulation, as appropriate. Consultant shall submit to the County the screencheck Final EIR/EIS with revisions noted in track-changes format with the hard copies.

#### **Deliverables**

- One (1) draft and one (1) final list of comments and responses to comments
- One (1) Administrative Final and one (1) Final EIR/EIS
- Thirty-five (35) hardcopies of the Final EIR/EIS (Twenty-five [25] copies for decision hearings and ten [10] copies for public, County, library, TRPA, and various County and TRPA staff)

#### **Subtask 7.5 – CEQA Findings of Fact (Findings) and Statement of Overriding Considerations**

Consultant shall prepare CEQA Findings and, if necessary, a Statement of Overriding Considerations for use by County. The CEQA Findings shall specify the mitigation measures that have been incorporated into the project, as well as any mitigation measures that have not, and shall explain why certain measures have been found to be infeasible. If applicable, the CEQA Findings shall also identify any project alternatives that could reduce adverse environmental effects but are not being implemented due to infeasibility (with an explanation regarding why the alternative is infeasible). Consultant shall prepare a draft of the CEQA Findings and submit the document to County for review and comment. County will provide one (1) set of comprehensive comments to Consultant.

## **Deliverables**

- One (1) draft and one (1) final CEQA Findings
- One (1) draft and one (1) final Statement of Overriding Consideration, if necessary

## **Subtask 7.6 – CEQA Noticing**

Consultant shall prepare the NOC and Notice of Determination (NOD) directly following action by the County's Board of Supervisors (BOS). Consultant shall be responsible for electronically filing the NOC and NOD with the California State Clearinghouse and paying the necessary California Department of Fish and Wildlife filing fee associated with the EIR/EIS. County will be responsible for the County Recorder-Clerk's filing and handling fees, if applicable.

## **Deliverables**

- One (1) draft and one (1) final NOC

## **Subtask 7.7 – TRPA Findings and Conformity Documentation**

Consultant shall prepare the documentation required by TRPA to demonstrate that the proposed TED Area Plan is in conformance with the TRPA Regional Plan and Code of Ordinances. TRPA typically requires that local jurisdictions submit this documentation for TRPA review prior to scheduling area plan adoption hearings with the TRPA Advisory Planning Commission (APC), Regional Plan Committee (RPC), and Governing Board (GB). The required documentation consists of (1) TRPA findings, (2) a conformity checklist, and (3) a compliance measures checklist. The TRPA findings provide a written explanation of how the proposed TED Area Plan complies with TRPA's requirements related to environmental review procedures, effects on environmental thresholds, and consistency with area plan requirements as required in the TRPA Code, respectively. The conformity checklist shall identify the specific subsections of the TED Area Plan that meet each area plan requirement of the TRPA Code. The compliance measures checklist shall identify how the proposed TED Area Plan would affect the specific compliance measures or environmental threshold attainment strategies adopted by TRPA. Consultant shall prepare draft versions of each document and respond to one (1) round of County and TRPA comments to prepare final versions of each document.

## **Deliverables**

- One (1) draft and one (1) final TRPA findings
- One (1) draft and one (1) final area plan conformity checklist
- One (1) draft and one (1) final compliance measures checklist

## **Task 8 – Hearings and Final Documents**

### **Subtask 8.1 - Hearings**

Consultant shall assist County with conducting up to eight (8) public hearings. It is assumed that each meeting will involve one (1) virtual “dry run” or practice session with agency staff (Consultant will not attend these meetings). County staff will prepare the materials, which may include staff memos, resolutions, presentations, notices, and press releases. Consultant shall provide graphics for social media posts and review two (2) draft presentations prepared by County. County will take the lead and present at the hearings. Consultant shall be in attendance to support County in answering questions.

It is assumed that there will be up to three (3) public hearings for the Draft TED Area Plan and Draft EIR/EIS before the County Planning Commission (PC), County BOS, and TRPA RPC. Consultant shall attend the TRPA RPC meeting and the County PC and BOS meetings to provide support to County in responding to clarifying questions from the governing body and to record summary notes of oral comments received pertaining to the Draft TED Area Plan and Draft EIR/EIS.

It is assumed that there will be up to five (5) TED Area Plan approvals (i.e., area plan adoption) and certification hearings for the final TED Area Plan and Final EIR/EIS, including the TRPA APC, TRPA RPC, TRPA GB, County PC, and County BOS meetings.

#### **Deliverables**

- Summary notes of all attended project hearings
- Draft and final social media posts

### **Subtask 8.2 – Final Adopted TED Area Plan**

Upon County BOS and TRPA GB adoption of the TED Area Plan, Consultant shall prepare the final adopted version, which shall include all elements (as identified in Task 4) and achieve all previously stated project objectives. The TED Area Plan shall include the date of adoption on the front cover and throughout the document to distinguish it as the official document from other draft versions.

#### **Deliverables**

- Ten (10) spiral-bound hardcopies of the final TED Area Plan
- One (1) electronic copy of the final TED Area Plan



# Ascent Environmental, Inc.

## Exhibit B

### Rate Schedule

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Principal-in-Charge	\$295.00
Director of Planning/Project Director	\$275.00
Senior Planner/Project Manager	\$185.00
Senior Environmental Planner	\$250.00
Planner/Engagement Lead	\$165.00
Urban Design Principal	\$295.00
Urban Designer	\$185.00
Environmental Planner	\$145.00-\$180.00
Senior Planner	\$190.00
Archaeological Specialist	\$150.00
Senior Biologist	\$215.00
Biologist	\$145.00
Senior AQ/GHG/Noise Analyst	\$235.00
AQ/GHG/Noise Analyst	\$175.00
Senior GIS Specialist	\$175.00
Graphics/Production	\$140.00
Contract Specialist	\$125.00
Project Accountant	\$130.00

Reimbursement for mileage and/or direct costs for Consultant shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services, of this Agreement.

## Ascent Environmental, Inc.

### Exhibit C

#### Cost Estimate

#### Phase 2

<b>Task 1</b>	<b>Project Kickoff and Project Management and Meetings</b>	\$	38,280.00
<b>Task 2</b>	<b>Public Outreach and Engagement</b>		
Task 2.1	Website and Online Survey Maintenance	\$	21,060.00
Task 2.2	Community Workshops and Materials	\$	68,300.00
<b>Task 3</b>	<b>Background Reports</b>		
Task 3.1	Final Existing Conditions Report	\$	15,630.00
Task 3.2	Land Use and Affordable Housing Strategy Memo	\$	41,650.00
<b>Task 4</b>	<b>Draft TED Area Plan/Design Standards and Guidelines</b>		
Task 4.1	Administrative Draft and Preliminary Public Draft TED Area Plan	\$	148,560.00
Task 4.2	Level of Service Technical Analysis	\$	820.00
Task 4.3	Administrative Draft and Preliminary Public Draft Design Standards and Guidelines	\$	64,760.00
<b>Task 5</b>	<b>Programmatic Environmental Scoping</b>		
Task 5.1	Notice of Preparation	\$	4,040.00
Task 5.2	Scoping Meetings	\$	13,460.00
<b>Consultant Subtotal</b>		<b>\$</b>	<b>416,560.00</b>
Direct Costs and Mileage		\$	6,925.00
<b>Subconsultants</b>			
BAE Urban Economics		\$	46,550.00
Kittelson & Associates, Inc.		\$	28,135.00
<b>Subconsultant Subtotal</b>		<b>\$</b>	<b>74,685.00</b>
<b>Phase 2 Proposed Budget Cost Estimate</b>		<b>\$</b>	<b>498,170.00</b>

**Phase 3**

**Task 1      Project Kickoff and Project Management and Meetings      \$      29,440.00**

**Task 2      Public Outreach and Engagement**

Task 2.1      Website and Online Survey Maintenance      \$      4,490.00

**Task 6      Final Public Draft TED Area Plan/Design Standards and Guidelines**

Task 6.1      Final Public Draft TED Area Plan      \$      18,630.00

Task 6.2      Final Public Draft Design Standards and Guidelines      \$      17,940.00

**Task 7      Draft and Final Programmatic Environmental Review**

Task 7.1      Description of Alternatives      \$      38,240.00

Task 7.2      First and Second Administrative Draft EIR/EIS      \$      183,660.00

Task 7.3      Draft EIR/EIS      \$      38,090.00

Task 7.4      Administrative Final and Final EIR/EIS      \$      65,770.00

Task 7.5      CEQA Findings and Statement of Overriding Considerations      \$      7,560.00

Task 7.6      CEQA Noticing      \$      5,500.00

Task 7.7      TRPA Findings and Conformity Documentation      \$      19,590.00

**Task 8      Hearings and Final Documents**

Task 8.1      Hearings      \$      23,900.00

Task 8.2      Final Adopted TED Area Plan      \$      7,945.00

**Consultant Subtotal      \$      460,755.00**

Direct Costs and Mileage      \$      5,879.00

**Subconsultants**

BAE Urban Economics      \$      0.00

Kittelson & Associates, Inc.      \$      18,085.00

**Subconsultant Subtotal      \$      18,085.00**

**Phase 3 Proposed Budget Cost Estimate      \$      484,719.00**

\*All Expenses and their distribution among Phases, Tasks, Subtasks, Direct Costs and Mileage, and Subconsultants are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among Phases, Subconsultants, and among the various Tasks, Subtasks, and Direct Costs and Mileage identified herein, subject to the Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Contract (\$982,889.00) be exceeded.

# Ascent Environmental, Inc.

## Exhibit D

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_ YES ☒ \_\_\_\_ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_ YES ☒ \_\_\_\_ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

09/17/2024

Date

Ascent Environmental, Inc.

Type or write name of company

  
Gary Jakobs (Sep 17, 2024 10:10 PDT)

Signature of authorized individual

Gary Jakobs

Type or write name of authorized individual