

## COOPERATION AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made \_\_\_\_\_ (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 the "TRPA"), and El Dorado County (hereinafter the "County"). TRPA and the County are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

### RECITALS

- A. The County is preparing an area plan, referred to as the Tahoe El Dorado Area Plan (TED Area Plan), which is a long-term planning document that will update the Meyers Area Plan and incorporate other communities in the Tahoe Basin of the County, and is conducting a joint TRPA/County environmental analysis to comply with the California Environmental Quality Act and the requirements of the TRPA Compact and Code of Procedure as hereinafter described on the terms and conditions set forth herein.
- B. TRPA desires to assist the County's efforts to develop the TED Area Plan and prepare the environmental analysis to support the TED Area Plan with a financial contribution of \$66,666 from Regional Early Action Planning (REAP) grant funds as hereinafter described on the terms and conditions set forth herein.

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

### OPERATIVE PROVISIONS

#### SECTION I

##### ENGAGEMENT AND SERVICES OF THE COUNTY

- 1. Engagement of County. TRPA hereby engages the County, subject to the terms and conditions set forth in this Agreement, to perform the services and provide products as set forth in Exhibit "A" (the "Services and Products"). The County agrees to perform the Services and provide Products in accordance with the terms and conditions of this Agreement.
- 2. Performance of County. County accepts the relationship of trust and confidence established between TRPA and the County by the terms of this Agreement. County covenants with TRPA to furnish its best skill, judgment, and efforts, and to cooperate with TRPA and any other contractors engaged by TRPA in the provision of products and performance of the Services. County covenants to use its best efforts to perform its duties and obligations under this Agreement in an efficient, expeditious, and economical manner, consistent with the best interests of TRPA.
- 3. The County's Personnel. The Services shall be performed by the County or under its supervision. The County's services shall be considered to be provided on an independent contractor basis and no employee of the County shall be considered an employee of TRPA. The personnel performing the Services on behalf of the County shall at all times be under the County's exclusive direction and control. The County

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shall be responsible for 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 Services. The County shall also be responsible for all reports and documentation required for its employees.

4. The County's Responsibilities for Costs and Expenses. The County shall be responsible for all costs and expenses incurred relative to the County, personnel of the County, and subcontractors of the County, in connection with the performance of the Services, 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.

## SECTION II

### RESPONSIBILITIES OF THE COUNTY

1. Personnel. The Services shall be performed by the County or under its supervision. The County represents that it possesses the professional and technical personnel required to perform the Services. TRPA retains the County on an independent contractor basis and the County is not an employee of TRPA. The personnel performing the Services on behalf of the County shall at all times be under the County's exclusive direction and control. The County 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 Services. The County shall also be responsible for all reports and documentation required for its employees.
2. Cooperation/Project Administrator. The County shall work closely and cooperate fully with TRPA's designated Project Administrator, and any other agencies which may have jurisdiction or interest in the Services. The Project Administrator will administer this Agreement. The Project Administrator, or his/her designee, shall be the principal officer of the TRPA, for liaison with the Consultant, and shall review and give approval to the details of the Services as they are performed. The TRPA designates Alyssa Bettinger, Long Range Senior Planner, as its Project Administrator, but reserves the right to appoint another person as Project Administrator upon written notice to the Consultant.
3. Project Manager. The County shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of the Services. The Project Manager shall be available to the TRPA at all reasonable times. The County designates Thea Graybill, Acting Planning Manager, Long Range Planning, or designee, to be its Project Manager.

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4. Time of Performance. The Products to be provided and Services to be performed by the County under and pursuant to this Agreement shall be conducted in accordance with the timetables contained in 'Exhibit C'. However, the County shall not be responsible to TRPA for any delays in performance of the Services that are due to the acts of TRPA, other involved state or local agencies, or acts of third parties.
  5. Report Materials. At the completion of the Services and upon delivery of Products, the County shall deliver to the TRPA all documents, catalogs, quotes, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the County, or prepared by others for the use and/or benefit of the County, or otherwise provided to the County by the TRPA or by others under this Agreement (the "Report Materials"). Any work product produced by the County pursuant to this Agreement and any Report Materials provided for the use and/or benefit of the County shall be considered the property of the TRPA and shall be delivered to the TRPA upon the expiration or termination of this Agreement.
  6. TRPA Policy. The County shall discuss and review all matters relating to the provision of Products and Services with the Project Administrator in advance of all critical decision points in order to ensure that the Services are provided and Products are delivered in a manner consistent with the goals and policies of the TRPA.
  7. Conformance to Applicable Requirements. All aspects of the provision of Products and Services by the County shall at all times conform to applicable County, state, and federal requirements and be subject to approval of the Project Administrator and TRPA.
  8. Standard of Care; Licenses. The County represents and warrants that it and all personnel engaged in providing Products and performing Services are and shall be fully qualified and are authorized or permitted under state and local law to perform such Services. The County further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

Parties authorized herein shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of the profession currently practicing in the same locality and under similar conditions.

All of either Party's services and deliverables must adhere to and be in full compliance with the responsibilities of either Party and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

Parties have full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by County or other regulatory agencies will not relieve TRPA of their professional responsibility.

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9. Insurance. Without limiting either Party's indemnification of the other, the Parties shall obtain, provide and maintain at their own expense during the term of this Agreement a policy or policies of insurance or self-insurance of the type and amounts described below, signed by a person authorized by that insurer to bind coverage on its behalf, and satisfactory to the other Party, in its sole discretion. The Parties shall provide to each other certificates of insurance, if requested, of the following insurance:
- (1) Workers' compensation insurance covering all employees and principals, in a minimum amount of \$1 million per accident, effective per the laws of the State of California.
  - (2) Commercial general liability insurance covering third party liability risks, including, without limitation, contractual liability, in a minimum amount of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit.
  - (3) Commercial auto liability and property insurance covering any owned and rented vehicles in a minimum amount of \$1 million combined single limit per accident for bodily injury and property damage.
- A. Said policy or policies shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior notice has been given in writing. Cancellation or modification of insurance coverage may be grounds for immediate termination of this agreement. Parties shall give prompt and timely notice of any claims made or suits instituted in association with or arising out of County's performance of this Agreement.
- B. The Parties shall include subcontractors, if any, as insured's under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage for each subcontractor shall be subject to the requirements stated herein.
10. Prohibition Against Assignment. The County 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 the TRPA. Any attempt to do so without the prior written consent of the 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. However, this provision shall not be intended or interpreted to prohibit County from hiring or subcontracting for any of the tasks set forth in Exhibit A, to appropriately licensed professionals.
11. Progress. The County is responsible to keep the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Products and the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the provision of Products and Services or relative to this Agreement.

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12. Scheduling. The County shall generally have no obligation to work any particular schedule, provided the County will coordinate with the TRPA in achieving the results sought under the terms of this Agreement.
  13. No Set Hours/Right to Contract. The County's obligation hereunder is to complete the Services and to meet any deadlines set forth therein for the provision of Products. Except as provided herein, the County has no obligation to work any particular hours or days or any particular number of hours or days. In this regard, the County retains the right to contract for similar Services with any other entity, public or private.
  14. Results. The TRPA agrees that it will have no right to control or direct the details, manner, or means by which the County accomplishes the results of the Services performed hereunder.

### SECTION III

#### RESPONSIBILITIES OF TRPA

1. Compensation. In consideration of the provision of Products and performance by the County of the Services, the TRPA shall pay to the County the amount/amounts as quoted and set forth in Exhibit "B" (the "Compensation").
2. Extra Work. The County shall not receive additional Compensation for any extra work or Products provided unless such extra work or provision of Products has been authorized by the TRPA as an amendment to this Agreement prior to the commencement of the extra work. The TRPA shall pay the County for extra work and/or products in accordance with the schedule set forth in Exhibit "B".
3. Invoicing. The County shall submit invoices to the TRPA on a monthly or on such other basis as set forth in Exhibit "B". Each invoice will be itemized, identify the project name or number, indicate the balance left on the contract net of the current invoice expenses, include the dates of work performed, include an hourly breakdown of staff time, indicating the number of hours attributed to each project and task, and when applicable the percentage of completion for each task. See Exhibit "B" for additional requirements specific to the funding source for this project.
4. Payment to Consultant. TRPA shall make payments to the County within thirty (30) days following the date of receipt of the invoice unless TRPA disputes the amount of the Compensation the County claims it is owed under this Agreement. Payments shall be made on the basis of estimated task costs set forth in Exhibit "B."
5. Withholding.
  - A. Disputed Sums. The TRPA may withhold payment of any portion of the Compensation if payment is disputed until resolution of the dispute with the County. Such withholding by the TRPA shall not be deemed to constitute a failure to pay by the TRPA. The County shall have an immediate right to appeal to the TRPA with respect to withheld amounts. The County shall be entitled to receive interest on any portions of the Compensation withheld which are thereafter

deemed to be properly payable to the County at the rate of five percent (5%) per annum, simple interest.

- B. Retention. The TRPA shall have the right to retain an amount equal to ten percent (10%) of the Compensation ("Retention"). The Retention shall be released to the County upon final approval and acceptance of the Products and Services by TRPA. The TRPA shall have the right, without further liability to the County, to utilize the Retention to satisfy obligations of the TRPA relative to the Services in the event the Consultant does not complete the Services satisfactory to the TRPA.

#### SECTION IV TERMINATION

1. Term of Agreement. This agreement shall be effective and commence as of the date first written above and shall terminate on June 30, 2026, unless terminated earlier as set forth herein.
2. Termination. TRPA may terminate this agreement upon thirty (30) days prior written notice to the other party. If the Agreement is so terminated, the County shall be compensated for all completed services rendered up to and including the day of termination.
3. Termination Upon Event of Default. TRPA may immediately terminate this Agreement upon an Event of Default, defined below. Upon a termination of this Agreement, the TRPA shall pay to the County the part of the Compensation which would otherwise be payable to the County 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.
5. Events of Default. Each of the following events shall constitute an "Event of Default":
  - A. The County fails 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 fourteen (14) calendar days after the TRPA gives the County notice of any failure and specified the nature of such failure.
  - B. The County commits any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any provision of this Agreement.
5. Budget Contingency Clause. Funding for this Agreement is contingent on current and future authorizations from the TRPA Governing Board and/or outside funding sources. If that authorization is removed or not renewed, this Agreement shall be of no further force and effect. In this event, the TRPA shall have no liability to pay any funds whatsoever to the County or to furnish any other considerations under this Agreement and the County shall not be obligated to perform any provisions of this Agreement. TRPA shall have the option to either cancel this Agreement with no liability

occurring to the TRPA, pursuant to Section IV. 2 and 3 above or offer an Agreement amendment to the County to reflect the reduced amount.

## SECTION V GENERAL PROVISIONS

1. Nondiscrimination by the County. The County represents and agrees that the County, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, consultant, employee, or applicant for employment because of race, religion, color, sex, handicap, national origin, ancestry, creed, physical disability (including HIV and AIDS), medical condition, age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave. Such nondiscrimination shall include, at a minimum, 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 Rights to Employ Other Consultants. The TRPA reserves the right to employ other consultants in connection with this project.
3. Conflicts of Interest.
  - A. The County 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 County or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), that (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 Compact or the Act, the County shall conform to all requirements of the Compact or the Act, as required. Failure to do so constitutes a material breach and is grounds for termination by this Agreement by the TRPA.
4. Assignments and Subconsultants. The County may subcontract any portion or all of the Services or provision of Products with prior written consent of the TRPA.
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 the TRPA:                   Tahoe Regional Planning Agency  
                                      128 Market Street  
                                      PO Box 5310  
                                      Stateline, NV 89449-5310

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Attn: Alyssa Bettinger  
775-589-5301  
abettinger@trpa.gov

To the County: El Dorado County  
Planning and Building Department  
924 B Emerald Bay Rd  
South Lake Tahoe, CA 96150

Attn: Thea Graybill  
530-573-7908  
[thea.graybill@edcgov.us](mailto:thea.graybill@edcgov.us)

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 County 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.
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 appropriate court in California.
11. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any of the provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver

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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 workdays.
13. Entire Agreement. This Agreement contains the entire agreement of the TRPA and the County and supersedes any prior or written statements or agreements between the TRPA and the County. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both 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. This Agreement may be executed and transmitted by facsimile or other means of electronic communication, which signature shall be binding upon the parties as if they were original signatures.
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 Parties under this Agreement including, without limitation, the obligations set forth in Section V, Paragraph 25 (Mutual Indemnification), and Section II, Paragraph 9 (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.

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- 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 County shall include all personnel, employees, agents, and subcontractors of the County.
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 County shall be responsible to ensure that no funds the County receives from TRPA are paid to any employee or subcontractor in violation of this Act.
23. Certification Regarding Lobbying. The County 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, or an employee of a Member of the Legislature or Congress.
24. Certification Regarding Debarment and Suspension. The County 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 (24)(b) of this Agreement; and
  - D. Have not, within a three-year period preceding this Agreement, had one (1) or more public transactions (Federal, State or Local) terminated for cause of default.
25. Indemnity. To the fullest extent permitted by law, each of the Parties shall indemnify, defend, and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including at a minimum employees of either Party hereto, and

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damage to or destruction of property, or loss of use thereof, including at a minimum the property of either Party hereto, arising out of, pertaining to, or resulting from the alleged or actual acts or omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

The Parties intend that the provisions of this indemnity be interpreted to impose on each Party responsibility to the other for the acts and omissions of their governing boards, officers, directors, officials, employees, volunteers, agents, or contractors. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

This indemnity shall not be limited by the types and amounts of insurance or self - insurance maintained by the Parties.

Nothing in this indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this indemnity shall survive the expiration or termination of the Agreement.

26. 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 a record, including facsimile or email electronic signatures, pursuant to California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

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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

Signed by:  
  
BY: 706C6E299F81438...  
JULIE W. REGAN  
EXECUTIVE DIRECTOR

Date: April 4, 2025

EL DORADO COUNTY

BY: \_\_\_\_\_  
BOARD OF SUPERVISORS  
EL DORADO COUNTY

Date: \_\_\_\_\_

ATTEST:

KIM DAWSON, CLERK OF THE BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
DEPUTY CLERK  
EL DORADO COUNTY

Date: \_\_\_\_\_

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EXHIBIT A  
SERVICES AND PRODUCTS

The scope of work for this contract will be the County's development of the TED Area Plan, Phase 3, Task 6 and Task 7.1 (see attached scope of work from the County's contract with Ascent Environmental). Task 6 involves the development of the Final Public Draft TED Area Plan and Design Standards and Guidelines. Task 7.1 consists of the preparation of a description of alternatives to carry forward into the draft and final programmatic environmental review of the TED Area Plan. Both Task 6 and Task 7.1 will be used to accelerate infill development, housing choice, supply, and availability, affirmatively further fair housing and reduce vehicle miles travelled consistent with the TRPA's MPO Allocation of the REAP grant (authorized as Task Order #1, not to exceed \$66,666).

Task 7 of the attached Ascent Scope of Work includes the development and completion of a joint Environmental Impact Report/Environmental Impact Statement, to be completed for the County under the California Environmental Quality Act and for TRPA under the Compact and Code of Procedure. The completion of this task will involve equal participation and control by TRPA and the County such that TRPA will be exercising its independent judgment in the disclosures, analysis, and conclusions in the portions of the document prepared in compliance with the TRPA Compact and Code of Procedure.

**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

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EXHIBIT B  
COMPENSATION

INVOICES: Invoices shall be submitted on a monthly basis. The County invoice should include an hourly breakdown of staff time, indicating the number of hours attributed to each project and task. The maximum amount of this contract ending June 30, 2026, shall not exceed \$66,666.

Invoiced expenses must comply with funder guidelines, available here:  
[Regional Early Action Planning \(REAP\) Grants of 2021 | California Department of Housing and Community Development](#).

See also attached *Exhibit C – Funding Agreement* for further details. Additional restrictions may apply.

EXHIBIT C  
FUNDING AGREEMENTSTATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES  
DocuSign Envelope ID: 87EE0C08-7255-4039-A248-73C61568D9CD

CDO ID:

## STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER  
22-REAP2-17530

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

Tahoe Regional Planning Agency (TRPA)

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

12/31/2026

3. The maximum amount of this Agreement is:

\$604,134.15

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	REAP2 Terms and Conditions	9
Exhibit E	Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		13

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

## CONTRACTOR

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

Tahoe Regional Planning Agency (TRPA)

CONTRACTOR BUSINESS ADDRESS  
PO Box 5310CITY  
StatelineSTATE  
NVZIP  
89449-5310

PRINTED NAME OF PERSON SIGNING

Julie W. Regan

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

February 23, 2023

## STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS  
2020 W. El Camino Ave., Suite 130CITY  
SacramentoSTATE  
CAZIP  
95833

PRINTED NAME OF PERSON SIGNING

Synthia Rhinehart

TITLE

Contracts Office Manager,  
Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

3/8/2023

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

## EXHIBIT C FUNDING AGREEMENT (CONTINUED)

Tahoe Regional Planning Agency  
22-REAP2-17530  
Page 1 of 2

### EXHIBIT A - AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. **Authority**

The Regional Early Action Planning Grants Program of 2021 is established for the purpose of providing regions with one-time funding, including grants for transformative planning and implementation activities. Up to six hundred million dollars (\$600,000,000) shall be distributed under the Program in accordance with Chapter 3.15 of the Health and Safety Code (Statute). Of this amount, approximately 85 percent (\$510,000,000) is available to Metropolitan Planning Organizations (MPOs). The California Department of Housing and Community Development (Department or HCD) shall administer the Program (referred to herein as the Regional Early Action Planning Grants Program of 2021, or "REAP 2.0") to MPOs and other regional entities in accordance with the Statute and Guidelines, pursuant to Health and Safety Code section 50515.10(h).

Pursuant to Health and Safety Code Section 50515.08(c)(3), an MPO or regional entity may request up to 10 percent of its available funding in advance. This Standard Agreement (Agreement) authorizes the encumbrance of the total funds available to the applicant, including advance payment, subject to all statutory requirements and all applicable provisions, including but not limited to the Guidelines, approved advance and full applications and any subsequent modifications.

The Grantee shall consult with the Department on any amendment modification or other provision related to the implementation of the Program. The Department's decisions related to the administration of the Program shall be final pursuant to Health and Safety Code section 50515.10(i).

2. **Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant for planning and implementation activities pursuant to the Guidelines and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, advance application and full application, as well as this Agreement, subsequent amendments or modifications to this Agreement and the requirements of the authority cited above. Based on all representations made by the Grantee, the State shall encumber the full amount pursuant to the Guidelines and provide advance payment upon request and subsequent payments in accordance with Exhibit B. All terms, conditions and other relevant provisions will be subject to amendments as a result of subsequent applications and awards for remaining funds as described in Exhibit B.

3. **Definitions**

Terms herein shall have the same meaning as defined by the Guidelines and Statute.

Regional Early Action Planning Grants of 2021 (REAP 2.0)  
NOFA Date: July 18, 2022  
Approved Date: November 10, 2022  
Prep. Date: December 14, 2022

## EXHIBIT C FUNDING AGREEMENT (CONTINUED)

Tahoe Regional Planning Agency  
22-REAP2-17530  
Page 2 of 2

4. **Scope of Work**

Grantee shall use the awarded funds in accordance with the approved scope of work as contained in the timeline and budget and related information outlined in the approved application for 10 percent advance payment and subsequent applications for total funding. The scope of work may be amended in compliance with statutory requirements subject to approval by the Department.

5. **Monitoring**

- A. The Grantee shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as described in the Statute, Guidelines, Scope of Work, approved advanced application, subsequent approved applications and all other pertinent documents. These books, records, documents and other evidence shall be available for audit and inspection by the Department at any point during the term of the Agreement and subject to any amendments to this Agreement.
- B. The Department may request additional information, as needed, to demonstrate statutory compliance, satisfaction of program requirements and necessary amendments to this Agreement, including but not limited to reporting or audit requirements, implementing advance payment(s), or award amount to the Grantee.
- C. The Department may monitor expenditures and activities of the Grantee, as the department deems necessary, to ensure compliance with statutory or Department requirements.
- D. The Department may, as it deems appropriate or necessary, request the repayment of funds from a Grantee or pursue any other remedies available to it by law for failure to comply with Program requirements pursuant to Health and Safety Code section 50515.10 (g).
- E. The Department's decision to approve or deny an application or request for funding pursuant to the program, and its determination of the amount of funding to be provided, shall be final pursuant to Health and Safety Code section 50515.10(i).
- F. Monitoring provisions may be amended and are subject to additional provisions in accordance with this Agreement or subsequent amendments.

6. **Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be submitted under the penalty of perjury by email to [REAP2021@hcd.ca.gov](mailto:REAP2021@hcd.ca.gov).

Regional Early Action Planning Grants of 2021 (REAP 2.0)  
NOFA Date: July 18, 2022  
Approved Date: November 10, 2022  
Prep. Date: December 14, 2022

## EXHIBIT C FUNDING AGREEMENT (CONTINUED)

Tahoe Regional Planning Agency  
22-REAP2-17530  
Page 1 of 2

### EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Application for Funds**
  - A. The Department is entering into this Agreement on the basis of, and in reliance upon, facts, information, assertions and representations contained in any application or award or any subsequent modifications or additions to such thereto approved by the Department. All awarded applications for funding and any approved modifications and additions thereto are hereby incorporated into this Agreement.
  - B. The Grantee warrants that all information, facts, assertions and representations contained in any approved application, award or approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of an application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.
2. **Grant and Reimbursement Limit**
  - A. The maximum total amount encumbered to the Grantee pursuant to this Agreement shall not exceed \$604,134.15
  - B. This Agreement authorizes an initial advance payment(s) up to 10% Award for eligible activities as described in the approved Advance Application.
  - C. This Agreement authorizes advance payment and subsequent awards up to the total award amount as described in Section 2A of this Exhibit and is subject to Department approval.
  - D. The Grantee shall submit and follow a schedule for the expenditure of the 10 percent advance and any subsequent award prior to disbursement of funds. The schedule is subject to Department approval and may be revised as the Department deems necessary.
3. **Grant Timelines**
  - A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
  - B. All Grant funds must be obligated no later than June 30, 2024 and expended by June 30, 2026 pursuant to Health and Safety Code section 50515.10(e)(1).
  - C. Final invoices must be submitted to the Department three months prior to the expenditure deadline. Under special circumstances, approved by the Department

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and in accordance with the expenditure deadline, the Department may modify the invoice deadline and may provide exception, including but not limited to, advance payment to carry out the terms of this Agreement.

- D. It is the responsibility of the Grantee to monitor the progress and timeliness of grant fund obligations, including invoicing and reimbursements within the specified dates.

4. **Allowable Uses of Grant Funds**

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Statute and Guidelines which includes associated forms and guidelines, approved applications and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the Department that involve planning and implementation activities in accordance with the Statute and Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to eligible activities.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project as described in the Guidelines.
- E. A Grantee that receives funds under this Program may use a subcontractor and Grantee shall be accountable to the Department to ensure subcontractor's performance of the subcontract shall comply with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the Agreement has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables or paid in advance in accordance with the scope of work and subject to the terms and conditions of this Agreement.
- G. Eligible activities that are approved by the Department may be retroactively reimbursed to July 1, 2021

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### EXHIBIT D - REAP2 TERMS AND CONDITIONS

1. **Accounting and Records**

- A. The Grantee, its employees, contractors, and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for payment vouchers and invoices. Grantees may establish and maintain an accounting system and reports, as described above, on behalf of contractors and subcontractors.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the budget and timeline. Separate bank accounts are not required. As appropriate, Grantees must establish separate ledgers for State General funds and other funds associated with proposed uses not provided by the REAP 2.0 Program.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the Department or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement.
- E. The Grantee agrees to maintain such records for a possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- F. Contractors and subcontractors employed by the Grantee and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records as specified above.

2. **Invoicing**

- A. Grant funds cannot be disbursed until the Agreement has been fully executed.
- B. The Grantee will be responsible for compiling and submitting all invoices and reporting documents.
- C. The Grantee must bill the Department based on clear deliverables outlined in the Agreement or budget timeline. Generally, approved and eligible costs incurred for work after execution of the Agreement and completed during the grant term will be reimbursable. However, eligible activities conducted prior to award will be

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reimbursable to July 1, 2021. Approved and eligible costs incurred prior to July 1, 2021, are ineligible.

- D. Grantees who received advance funds shall expend all such funds or demonstrate substantial progress prior to requesting additional advanced funding by submitting an updated project timeline and budget, including expenditure progress for their eligible projects from the application and any supporting documentation.
- E. Project invoices may be submitted to the Department by the Grantee on a quarterly basis or upon completion of a deliverable, subject to the Department's approval.
- F. The Department may consider advance payments or alternative arrangements to reimbursement and payment methods based on demonstrated need. The Department may consider factors such as available funds for eligible activities. Suballocations must request funds in increments, schedule for advance payments or other form approved by the Department, and report progress according to an implementation and expenditure timetable.
- G. Supporting documentation may include, but is not limited to, purchase orders, receipts, progress payments, subcontractor invoices, timecards, reports, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- H. Invoices must be accompanied by supporting documentation where appropriate. Invoices without supporting documentation will not be paid. The Department may withhold up to 10 percent of the grant until grant terms have been fulfilled, including all required reporting.

### 3. **Audits**

- A. At any time during the term of the Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The Department has the right to review project documents and conduct audits during project implementation and over the project life.
- B. The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
- C. The Grantee agrees to provide the Department, or the Department's designee, with any relevant information requested.
- D. The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other

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material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, REAP 2.0 Guidelines, and the Agreement.

- E. The Department may request additional information, as needed, to meet other applicable audit requirements.
- F. The Department may monitor expenditures and activities of a Grantee or its designees, contractors or subcontractors, as the Department deems necessary, to ensure compliance with REAP requirements.
- G. Grantees using federal or state transportation planning funds administered through the Overall Work Program (OWP) shall clearly identify the source of funds.
- H. If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- I. The Grantee agrees to maintain such records for possible audit after the final payment for at least five years after all funds have been expended or returned to the State unless a longer period of records retention is stipulated. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- J. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee and its designees, contractors, and sub-contractors until completion of the action and resolution of all issues which arise from it. In any contract that it enters into in an amount exceeding \$10,000, the Grantee shall include the Department's right to audit the contractor's records and interview their employees.
- K. The Grantee shall comply with and be aware of the requirements and penalties for violations of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

#### 4. **Remedies and Non-performance**

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute, not subject to appeal.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Agreement.

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- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the Grantee to resume work under the Agreement.
- D. The Department has the right to terminate the Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the Grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.
- E. The applicant must demonstrate a clear and significant nexus to REAP 2.0 Program goals and objectives and must carry out provisions to meet the Program goals and objectives and other requirements, including, but not limited to, adoption or completion of activities toward Policy Outcomes and implementation of eligible use activities funded through a suballocation process. Any lack of action or action inconsistent with REAP 2.0 requirements may result in review and could be subject to repayment of the grant.
- F. At any time, if the Department finds the Grantee included false information in the advance or final application or as part of the application review, the Department may require the repayment of funds.
- G. Grantees are responsible for suballocations meeting all REAP 2.0 requirements.
- H. Examples of a breach of this Agreement:
  - 1. Grantee's failure to comply with any term or condition of this Agreement.
  - 2. Use of, or permitting the use of, grant funds provided under this Agreement for any ineligible costs or for any activity not specified and approved under this Agreement.
  - 3. Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager in writing.
- I. The Department may, as it deems appropriate or necessary, require the repayment of funds from a Grantee, or pursue any other remedies available to it by law for failure to comply with all REAP 2.0 Program requirements.
- J. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise a variety of remedies, including but not limited to:
  - 1. Revoke existing REAP 2.0 award(s) to the Grantee;

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2. Require the return of unexpended REAP 2.0 funds disbursed under this Agreement;
  3. Require repayment of REAP 2.0 Funds disbursed and expended under this Agreement;
  4. Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the REAP 2.0 Program requirements; and
  5. Other remedies available at law, by and through this Agreement. All remedies available to the Department are cumulative and not exclusive.
  6. The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.
- K. The Grantee may be subject to amendment of this section as a result of subsequent applications and awards.
5. **Reporting**
- A. At any time during the term of the Agreement, the Department may request a performance report that demonstrates satisfaction of all requirements identified in the Agreement with emphasis on eligible activities, eligible uses, and expenditures according to timelines and budgets referenced in the Agreement.
  - B. Grantees shall submit a report, in the form and manner prescribed by the Department, to be made publicly available on its website, by April 1 of the year following the receipt of those funds, and annually thereafter until those funds are expended, that contains the following information:
    1. The status of the Proposed Uses and expenditures listed in the Grantee's advance and full applications for funding and progress of each Proposed Use toward all the objectives of the REAP 2.0 program as provided in the Guidelines and explained in the applications.
    2. An explanation and quantification, where appropriate, of the progress achieved toward all of the objectives of the REAP 2.0 program, barriers and solutions for each Proposed Use that is consistent with and incorporates the metrics in the full application, including, but not limited to:
      - i. Housing units accelerated,
      - ii. Reductions in Vehicle Miles Traveled Per Capita,
      - iii. Location of investment,
      - iv. Socioeconomic statistics about the impacted geography, and
      - v. Regional impact explanation

The report must identify whether Proposed Uses overlap with other programs that share the same objectives as REAP 2.0. The Grantee should also identify

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any measurement challenges that persist and highlight any administrative barriers that prevent it from obtaining the information it needs to perform better analysis of progress made achieving REAP 2.0 Objectives and make adjustments to the extent possible in subsequent reporting years.

3. All status and impact reports shall be categorized based on the eligible uses specified in Section 50515.08 of the Statute.
- C. Grantees shall post, make available, and update, as appropriate on its internet website, land use maps and Vehicle Miles Traveled generation maps produced in the development of its adopted SCS, as applicable.
- D. Grantees shall collaborate and share progress, templates, and best practices with the Department and fellow recipients in implementation of funds. To the greatest extent practicable, Grantees shall coordinate with other Eligible Entities in the development of applications, consider potential for joint activities, and seek to coordinate Housing and transportation planning across regions.
- E. Upon completion of all deliverables within the Agreement, the Grantee shall submit a close out report in a manner and form prescribed by the Department.
1. Grantee may include a line item for advance payment or reimbursement, as part of its administrative costs, for its final report that is due by June 30, 2026. Funding requests for final reports must be submitted no later than March 31, 2026.

### 6. Indemnification

Neither the Department nor any officer, employee or designee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Agreement, Guidelines or Statute. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, contractors, sub-recipients, or subcontractors under this Agreement, Guidelines or Statute.

### 7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

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**8. Relationship of Parties**

It is expressly understood that this Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

**9. Third Party Contracts**

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement and shall be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors shall be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for monitoring and enforcement of those agreements and all work performed thereunder.

**10. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.
- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the REAP 2.0 Program.

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- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the REAP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

11. **Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or legal action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or legal action consistent with the terms of this Agreement and the interests of the Department.

12. **Changes in Terms/Amendments**

- A. The Grantee may be subject to amendments to this section as a result of subsequent applications and awards.
- B. This Agreement may only be amended or modified by mutual written agreement of both parties.

13. **State-Owned Data**

A. Definitions

1. Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2. Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and deliverables conceived or made or, hereafter

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conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement, are considered Work Product. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

B. Sharing of Work Product and Rights

All Work Product shall be shared with the Department and its partners for various purposes, including education, outreach, transparency and future learning.

14. **Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

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