

COOPERATION AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made April 9, 2024 (the "Effective Date") by and between the Tahoe Regional Planning Agency, a bi-state regional planning agency created by Public Law 96-551 (1980) (hereinafter "TRPA"), and El Dorado County Planning and Building Department (hereinafter "ELDC") TRPA and ELDC are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

ELDC, in partnership with TRPA, desire to undertake the facilitating, coordinating, and planning work for the construction of the Meyers permanent Watercraft Inspection Station, as more fully described in Exhibit A to this Agreement,

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

OPERATIVE PROVISIONS

SECTION I

ENGAGEMENT AND SERVICES OF ELDC

1. Engagement of ELDC. TRPA hereby engages ELDC, subject to the terms and conditions set forth in this Agreement, to perform the services as set forth in Exhibit A (the "Services"). ELDC agrees to perform the Services in accordance with the terms and conditions of this Agreement.
2. Performance of ELDC. ELDC accepts the relationship of trust and confidence established between TRPA and ELDC by the terms of this Agreement. ELDC 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. ELDC 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. ELDC's Personnel. ELDC shall provide adequate and experienced administrative and management personnel to perform the Services.
4. ELDC's Responsibilities for Costs and Expenses. ELDC shall be responsible for all costs and expenses incurred relative to ELDC, personnel of ELDC, and subcontractors of ELDC, 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.

~~#24C00012~~

#24C00051

Page 2 of 13

SECTION II
RESPONSIBILITIES OF ELDC

1. Personnel. The Services shall be performed by ELDC or under its supervision. ELDC's services shall be considered to be provided on an independent contractor basis and no employee of ELDC shall be considered an employee of TRPA. The personnel performing the Services on behalf of ELDC shall at all times be under ELDC's exclusive direction and control. ELDC 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. ELDC shall also be responsible for all reports and documentation required for its employees.
2. Cooperation/Project Administrator. ELDC 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 ELDC, and shall review and give approval to the details of the Services as they are performed. The TRPA designates Dennis M. Zabaglio, Aquatic Invasive Species Program Manager, as its Project Administrator, but reserves the right to appoint another person as Project Administrator upon written notice to ELDC.
3. Project Manager. ELDC 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 work times. ELDC designates Brendan Ferry, Deputy Director of Tahoe Planning and Stormwater, to be its Project Manager.
4. Time of Performance. The Products to be provided and Services to be performed by ELDC under and pursuant to this Agreement shall be conducted in accordance with any timetables contained in Exhibit A. However, ELDC 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, ELDC shall deliver to the TRPA all documents, catalogs, quotes, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by ELDC, or prepared by others for the use and/or benefit of ELDC, or otherwise provided to ELDC by the TRPA or by others under this Agreement (the "Report Materials"). Any work product produced by ELDC pursuant to this Agreement and any Report Materials provided for the use/or benefit of ELDC 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. ELDC 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 ELDC shall at all times conform to applicable city, county, state,

#24C00012
Page 3 of 13

#24C00051

and federal requirements and be subject to approval of the Project Administrator and TRPA.

8. Standard of Care; Licenses. ELDC represents and warrants that all personnel engaged in providing Products and performing Services shall be fully qualified and are authorized or permitted under state and local law to perform such Services. ELDC further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.
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. Both Parties shall give prompt and timely notice of any claims made or suits instituted in association with or arising out of ELDC'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.
 - A. ELDC shall not assign, 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, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment,

#24C00012

#24C00051

Page 4 of 13

hypothecation, or transfer. However, this provision shall not be intended or interpreted to prohibit ELDC from hiring or subcontracting for any of the tasks set forth in Exhibit A, to appropriately licensed professionals.

11. Progress. ELDC 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 Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the provision of Services or relative to this Agreement.
12. Scheduling. ELDC shall generally have no obligation to work any particular schedule, provided ELDC will coordinate with the TRPA in achieving the results sought under the terms of this Agreement.
13. No Set Hours/Right to Contract. ELDC's obligation hereunder is to complete the Services and to meet any deadlines set forth Herein. Except as provided herein, ELDC has no obligation to work any particular hours or days or any particular number of hours or days. In this regard, ELDC 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 ELDC 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 ELDC of the Services, the TRPA shall pay to ELDC the amount/amounts as quoted and set forth in Exhibit B (the "Compensation")
2. Extra Work. ELDC 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. TRPA shall pay ELDC for extra work and/or products in accordance with the schedule set forth on Exhibit B.
3. Invoicing. ELDC 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, and when applicable the percentage of completion for each task.
4. Payment to ELDC. TRPA shall make payments to ELDC within thirty (30) days following the date of receipt of the invoice unless TRPA disputes the amount of the Compensation ELDC 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 ELDC. . ELDC shall have an immediate right to appeal to the TRPA with respect to

~~#24C00042~~ #24C00051
Page 5 of 13

withheld amounts. ELDC shall be entitled to receive interest on any portions of the Compensation withheld which are thereafter deemed to be properly payable to ELDC 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 ELDC upon final approval and acceptance of the Services by TRPA. The TRPA shall have the right, without further liability to ELDC, to utilize the Retention to satisfy obligations of the TRPA relative to the Services in the event ELDC 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 December 31, 2025, unless terminated earlier as set forth herein.
2. Termination. Either party may terminate this agreement upon thirty (30) days prior written notice to the other party. If the Agreement is so terminated, ELDC 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 ELDC the part of the Compensation which would otherwise be payable to ELDC 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.
4. Events of Default. Each of the following events shall constitute an "Event of Default":
 - A. ELDC 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 ELDC, of such failure to continue uncured for three (3) calendar days after the TRPA gives ELDC notice of any failure and specified the nature of such failure.
 - B. ELDC commits any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional or breach of any provision of this Agreement.
5. Budget Contingency Clause

Funding for this contract 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 ELDC or to furnish any other considerations under this Agreement and ELDC 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

#24C00042
Page 6 of 13

#24C00051

Section IV. 2 and 3 above or offer an Agreement amendment to ELDC to reflect the reduced amount.

SECTION V GENERAL PROVISIONS

1. Nondiscrimination by ELDC. ELDC represents and agrees that ELDC, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, 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, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.
2. TRPA's Rights to Employ Other Consultants. The TRPA reserves the right to employ other consultants in connection with this project.
3. Conflicts of Interest.
 - A. ELDC 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. ELDC 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, ELDC 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 Subcontractors. ELDC shall not subcontract any portion of the Services or provision of Products except as expressly stated herein, without prior written consent of the TRPA. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
5. Notices. All notices required hereunder shall be given in writing to the following addresses or such other addresses as the parties may designate by written notice:

To the TRPA:	Tahoe Regional Planning Agency Attn: Dennis M. Zabaglo AIS Program Manager 128 Market Street PO Box 5310 Stateline, Nevada 89449-5310 775-589-5255 <u>dzabaglo@trpa.gov</u>
--------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

~~#24C000412~~

#24C00051

Page 7 of 13

To ELDC:

El Dorado County Planning & Building Department
ATTN: Brendan Ferry, Deputy Director
924 B Emerald Bay Rd.
South Lake Tahoe, CA 96150
(530) 573-7905
brendan.ferry@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. ELDC 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 Nevada. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Nevada.
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 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 ELDC and supersedes any prior or written statements or agreements between the TRPA and ELDC. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.

~~#24C00042~~ #24C00051

Page 8 of 13

14. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective parties.
15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
16. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.
17. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the parties or their agents have all participated in the preparation of this Agreement.
18. Cooperation/Further Acts. The parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate, and convenient as related thereto.
19. Survival. The obligations of the Parties under this Agreement including, without limitation, the obligations set forth in Section V, Paragraph 25 (Indemnification), and Section II, Paragraph 10 (Insurance), as they relate to the Services, shall survive the termination or expiration of this Agreement.
20. Incorporation of Recitals and Exhibits.
 - A. The "Recitals" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
 - B. The "Exhibits" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
21. References: All references to ELDC shall include all personnel, employees, agents, and subcontractors of ELDC.
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"). ELDC shall be responsible to ensure that no funds ELDC receives from TRPA are paid to any employee or subcontractor in violation of this Act.
23. Certification Regarding Lobbying. ELDC 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. ELDC certifies to the best of its knowledge and belief that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared

~~#24C00042~~ #24C00051

Page 9 of 13

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 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 but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use thereof, including but not limited to 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.

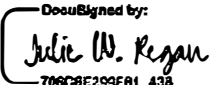
#24C00012

#24C00051

Page 10 of 13

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

DocuSigned by:

706C8E299F81 438
BY: _____
JULIE W. REGAN
EXECUTIVE DIRECTOR

Date: March 19, 2024

ELDC

BY: Wendy Thomas
BOARD OF SUPERVISORS
"ELDC"

Date: 4-9-24

ATTEST:
KIM DAWSON
CLERK OF THE BOARD OF SUPERVISORS

BY: Kyle Kypre
DEPUTY CLERK

Date: 4-9-24

#24C00012 #24C00051
Page 11 of 13

EXHIBIT A SCOPE OF WORK

The El Dorado County Planning and Building Department (ELDC) will provide project management services to construct a Meyers Aquatic Invasive Species (AIS) station in Meyers, CA. The project proponent and project funder is the Tahoe Regional Planning Agency (TRPA).

The inspection station is planned to occupy four (4) undeveloped parcels on the southwest corner of State Route 89 and U.S. Route 50, which are owned by the California Tahoe Conservancy (CTC). These parcels are identified as Asset Lands by the CTC and therefore are higher capability land and can support a recreation type of land use. The parcels are zoned Recreation in the County's Meyers Area Plan. Currently, a temporary AIS station is established by TRPA across State Route 89. This station will replace that station.

This scope of work is for Phase 1 of the project, which includes a 30% project design, an environmental document phase including a TRPA Initial Environmental Checklist (IEC), a California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND), a National Environmental Policy Act (NEPA) Environmental Assessment/Finding of No Significant Impact (EA/FONSI), and a public engagement process. The County will release a Request for Proposals (RFP) to hire a consultant to complete this phase of the project. The contract with the selected consultant shall be provided to TRPA staff for review and approval to ensure the contract provides for TRPA's input and direction, particularly with respect to the IEC portion of the analysis. County staff time will be required to administer and manage the project.

The project will consist of a boat inspection and decontamination area, associated mechanical and storage sheds, an open space/public access area with signage, a public restroom, a public service bicycle station, a workforce housing building and required vehicle queuing and parking areas. TRPA staff will provide guidance on inspection station specifications as needed/requested.

ELDC will conduct the following tasks and produce associated deliverables:

Task 1- Project Management

ELDC staff will serve as the project manager, overseeing contractors developing the 30% design plans for the project, and preparing the necessary environmental documentation. ELDC staff will also oversee the public engagement process associated with environmental review and host two (2) public meetings: one (1) prior to receiving 30% design plans, and one (1) after the start of the environmental documentation process. ELDC staff will prepare an updated schedule that includes regular coordination meetings. ELDC staff will prepare and submit invoices with the necessary backup for reimbursement.

Task 1 Deliverables:

- *Revised Project Schedule*
- *Coordination Meeting Notes*
- *Host public meetings*

#24C00042 #24C00051

Page 12 of 13

Task 2- Consultant Services

ELDC staff will draft an RFP for review by TRPA staff. ELDC will subsequently release the RFP seeking qualified entities to prepare 30% design plans and develop the necessary environmental review documentation required for CEQA, TRPA, and NEPA. ELDC will coordinate review of proposals with TRPA staff, and collaboratively select the appropriate entities. ELDC staff will enter into a contract(s) with selected entities to produce the items described above.

ELDC will provide draft 30% design plans and any interim drafts produced by the contractor for TRPA review and feedback.

ELDC will provide any draft products developed for the environmental review process to TRPA staff as necessary.

ELDC will provide Final 30% design plans and completed CEQA, TRPA, and NEPA documentation.

Task 2 Deliverables:

- *Draft RFP*
- *Released Final RFP*
- *Copy of Contract(s) with selected contractor(s)*
- *Draft 30% design plans (and interim drafts if applicable)*
- *Final 30% design plans and completed environmental documentation*

Project Schedule

Tasks	Deliverables and Milestones	Estimated Due Date
1 Project Management	Updated Project schedule	April 2024
	Meeting notes	As needed
	Host 1 st Public Meeting	June 2024
	Host 2 nd Public Meeting	February 2025
2 Consultant Services	Draft RFP	April 2024
	Final RFP	May 2024
	Proposal Review	June 2024
	Contractor Selection	July 2024
	Draft 30% Design Plans	October 2024
	Environmental Review	November 2024
	Final 30% Plans and Completed Environmental Documentation	June 2025

Contract #24C00012 24C00051

EXHIBIT B
COMPENSATION

Task		Rate	Hours	Total
1. Project Management		\$150.00/hr	396 *	\$59,400
2. Consultant Services				
	30% Design Plans	TBD	TBD	\$95,000 *
	Environmental Documentation- CEQA, TRPA, NEPA	TBD	TBD	\$220,000 *
	Public Engagement	TBD	TBD	\$15,000 *
TOTAL *				\$389,400

* The number of hours required for project management and the cost of Consultant Services are estimates. Project Management costs are estimated using an 18% overhead to forecast costs. If Consultant Services bids come in lower than the forecasted amounts above, that reflects a reduction in complexity of Project Management, which will result in fewer hours necessary to complete that work. A budget amendment will be needed after bids are received from the RFP process.