



PROFESSIONAL SERVICES AGREEMENT

This agreement is made this 9th of January, 2023, by and between Truckee Tahoe Airport District, (hereinafter called "Client") and the Consultant, Ascent Environmental, Inc., 455 Capitol Mall, Suite 300, Sacramento, CA 95814 (hereinafter called Consultant) for the purpose of providing Client with Consultant's professional services for the following project:

20220122.01 – Truckee Tahoe Airport District – Waddle Ranch PSA

1. Consultant's Services

Consultant will provide services as described in *Exhibit 1, Scope of Work and Schedule*. The Consultant's services will be performed in accordance with generally accepted professional practices and standards for the industry, for the locality in which the services are provided, and for the intended use of the services at the time such services are performed. Consultant makes no warranty either expressed or implied.

2. Client's Responsibilities

The Client shall provide complete, accurate, and timely information regarding its requirements for the project and shall designate by name a project representative authorized to act on its behalf. The Client shall examine documents or other instruments of service submitted by Consultant and shall promptly render any decisions necessary in order to avoid unreasonable delay. The Client shall also provide any additional materials and services, other than those which Consultant is responsible to provide, that are reasonably necessary to complete the project, including but not limited to existing data, maps, reports, and surveys. Client shall also make arrangements for Consultant's access to any location required for Consultant to provide its services. Requirements specific to this project may be listed in *Exhibit 1, Scope of Work and Schedule*.

3. Compensation

All services will be performed on a time-and-materials basis, not to exceed \$56,265. For services rendered, Client shall pay Consultant in accordance with the budget defined in *Exhibit 2, Compensation*. Invoices for services rendered will be submitted monthly and payable within thirty (30) days of the date of the invoice.

4. Successors and Assigns

The Client and Consultant each bind themselves, their successors and permitted assigns to the agreement. Neither Client nor Consultant shall assign or transfer its interests in this agreement without the prior written consent of the other; however, Consultant shall have the right to subcontract portions of the services to qualified subconsultants.

5. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in the same locality.

6. Force Majeure

Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, epidemics, pandemics, accidents or other events or conditions (other than financial inability) beyond the other party's reasonable control.

7. Severability

In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

8. Termination

This agreement may be terminated by either party following their providing the other party with reasonable written notice and opportunity to cure any breach in the event of substantial failure of the other party to perform in accordance with the terms of this agreement.

9. Entire Agreement:

This agreement and its attachments constitute the entire agreement between the parties and there are no conditions, agreements, or representations between the parties except as expressed in said documents. It is not the intent of the parties to this agreement to form a partnership or joint venture.

10. Disputes

All claims, disputes, and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be submitted to non-binding Mediation under the auspices of a mutually agreed upon Mediation Service experienced in handling such disputes prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed. In the event any matter is litigated the parties hereby agree to waive their right to trial by jury and agree that any dispute shall be decided by a court trial without a jury. It is further agreed that causes of action between the parties to this agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion, or the date of issuance of any final certificate for payment to the Consultant for acts or failures to act occurring after substantial completion.

11. Limitation of Liability and Indemnification

Client agrees and covenants to limit the liability of the Consultant, their subconsultants, and all of their employees, agents, and officers (hereinafter the Consultant) to the Client and to all Contractors and Subcontractors on the project arising from the Consultant's performance or non-performance of this agreement, such that the total aggregate liability of the Consultant to all those named shall not exceed \$56,265 or the Consultant's total fee for the services rendered on this project, whichever is greater. The Client further agrees to require of said Contractors and all Subcontractors a similar limitation of the liability of the Consultant and of the Client, to said Contractors and Subcontractors due to the Consultant's performance or non-performance of this agreement. Neither Consultant nor Client shall be liable to the other for consequential or indirect damages of any kind. To the extent permitted by law, Consultant agrees to indemnify and hold harmless Client from liabilities, claims and expenses, but only to the extent arising out of the negligent acts, errors, omissions or willful misconduct of the Consultant in the performance of services under this Agreement. Consultant's duty to defend is separate and distinct from the duty to indemnify and shall

only arise and be reimbursed after final adjudication. In no event shall the Consultant's cost to defend exceed Consultant's proportionate percentage of fault.

12. Third-Party Beneficiary

This Agreement and all related obligations and services are intended for the sole benefit of Client and Consultant and are not intended to create any third-party rights or benefits except as expressly set forth herein.

13. Ownership of Documents.

Reports and documents and other instruments of service prepared by Consultant (collectively "Work Product") shall remain the property of Consultant. Upon receipt of payment by Consultant, Client shall gain ownership of all tangible or electronic versions of any deliverables prepared under this Agreement and furnished to Consultant ("Deliverables"). Client shall not gain ownership of any intellectual property of Consultant that was used to create or is otherwise embodied in the Work Product or Deliverables. Consultant shall grant to Client a nonexclusive, perpetual, royalty-free, world-wide, limited license under copyright to use solely for its own benefit, for internal purposes only, and only with its own personnel and with rights to sublicense to Client only, such Consultant intellectual property as is necessary for Client to make the agreed use of the Deliverables as contemplated by this Agreement. Client acknowledges that Consultant's Work Product and Deliverables are comprised of instruments of service for use solely with respect to the project for which they were developed or created, and if Client uses such Work Product or Deliverables other than for the purpose for which they were furnished, Client shall do so at its own risk and shall indemnify, defend and hold Consultant harmless from any claims or damages arising therefrom.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated, the day and year first above written.

CONSULTANT

CLIENT

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

Truckee Tahoe Airport District
10356 Truckee Airport Road
Truckee, CA 96161

By. _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

SCOPE OF WORK

Agreement consists of the Professional Services Agreement and this Exhibit, which describes the scope of work and schedule for the TTAD – Waddle Ranch PSA project.

Scope of Work

Task 1: Project Management and Meetings

Ascent's project manager will devote effort each month (a six-month schedule is assumed) to ensure an efficient and timely process for project execution. Ascent will maintain close communication with the Truckee Tahoe Airport District to ensure the objectives are met, the schedule is maintained, and the project is implemented within established budget parameters. To this end, Ascent's project manager, assistant project manager, and another Ascent staff member, as needed, will prepare for and participate in up to four conference calls to discuss approach to PSA/Addendum preparation, status of the project, upcoming deliverables/milestones, and any technical/schedule/budget issues, as needed.

Ascent will prepare monthly invoices and progress reports regarding status of the contract.

Deliverables

Monthly invoices and progress reports

Task 2: PSA Preparation

Ascent will prepare a PSA using the PSA checklist template (Appendix PD-3 of Volume II of the Final Program EIR). It is assumed that the level of detail in the PSA will be similar to the level of detail presented in the Bear Creek Redwoods Open Space Preserve PSA, which is presented by the Board of Forestry and Fire Protection as an example for PSA preparation and available online:

<https://bof.fire.ca.gov/projects-and-programs/calvtp/how-to-use-the-calvtp/> (under Example PSA Documents). Accordingly, no emissions modeling or other new technical studies will be conducted.

Project Description. The first step in preparation of a PSA is development of the Treatment Description (Project Description). To qualify as a project that is within the scope of the Program EIR, the treatment project must be consistent with the treatment types and treatment activities analyzed in the CalVTP Program EIR. It must also be consistent with the factors (e.g., intensity) identified in CEQA Guidelines Section 15168(c)(2). A detailed treatment description provides the evidence for this component of the project's within-the-scope determination.

This scope of work assumes the treatment description for the project will be provided by the Truckee Tahoe Airport District and will contain all the elements identified in the CalVTP template. Ascent's cost estimate assumes 20 hours to review the treatment description provided by the Truckee Tahoe Airport District, provide feedback, and finalize the project description; if additional work is necessary to

complete this portion of the PSA, support may be provided by the Truckee Tahoe Airport District or a contract modification may be warranted to authorize additional time for Ascent.

As early as feasible in the project planning phase, Ascent will compile and submit to CAL FIRE the information that is required for planned projects pursuant to CalVTP Standard Project Requirement (SPR) AD-7.

Biological Resources. CAL FIRE staff will conduct the biological resource background research and reconnaissance survey pursuant to Standard Project Requirement (SPR) BIO-1 in the CalVTP Program EIR. CAL FIRE will discuss environmental protection measures and mitigation measures with the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife Service (USFWS), pursuant to Mitigation Measure BIO-2a from the CalVTP Program EIR, as necessary. CAL FIRE will provide Ascent with the Biological Resources section to incorporate directly into the PSA.

Cultural Resources. CAL FIRE staff will conduct the cultural resource background research (i.e., records search and Native American Heritage Commission query) and tribal coordination pursuant to SPRs CUL-1 and CUL-2 in the CalVTP Program EIR. CAL FIRE will provide Ascent with the Cultural Resources section to incorporate directly into the PSA.

PSA Development. Ascent will provide CAL FIRE the PSA template within which to prepare the Biological and Cultural Resource sections as described above. Ascent will prepare all sections of the PSA other than the Project Description and Biological and Cultural Resources sections. Ascent is committed to and recognizes the importance of providing agencies with the information and training to prepare PSAs. The cost includes \$10,000 of contingency budget to advise CAL FIRE during preparation of the Biological and Cultural Resources sections. The District will conduct one round of review of the draft PSA before Ascent submits a final PSA. The District will compile internal comments and resolve any conflicting comments before sending to Ascent. Ascent will address the District's comments on the Draft PSA.

The cost estimate also assumes Ascent will prepare a draft and final Mitigation Monitoring and Reporting Program (MMRP) by completing Attachment A to the PSA checklist template to identify the SPRs and mitigation measures applicable to the proposed treatment. CAL FIRE will provide any project-specific implementation guidance regarding biological and cultural resource SPRs and mitigation measures for Ascent to input directly into the MMRP.

Deliverables

Every deliverable will be submitted only in electronic format (MS Word and PDF).

Information required by SPR AD-7 (e.g., the SPR AD-7 form) Draft PSA

Final PSA, addressing District comments

Draft Mitigation Monitoring and Reporting Program

Final Mitigation Monitoring and Reporting Program, addressing District comments

Task 3: Decision Support

Because the District is a responsible agency seeking to help implement the CalVTP and use the Program EIR for CEQA review of its proposed treatment project, Ascent will also prepare draft and final Project-specific CEQA Findings and Statement of Overriding Considerations document by completing Attachment B to the PSA checklist template. The Ascent Project Manager and the Project Director or Principal will participate in one District Board meeting to consider approval of the project, in coordination with District staff (remote attendance is assumed).

Upon approval of the project, Ascent will prepare a Notice of Determination for review and signature by the District. Ascent will file the Notice of Determination with the state, and the District will file the Notice of Determination with the county clerk. Filing fees are not included in Ascent's cost estimate as they are not warranted for PSA filing.

To assist with tracking, reporting, and adaptively managing actions under the CalVTP, Ascent will submit the completed PSA and associated geospatial data to CAL FIRE at the time the Notice of Determination is filed, pursuant to Standard Project Requirement AD-7.

Deliverables

Draft project-specific CEQA Findings and Statement of Overriding Considerations
Final project-specific CEQA Findings and Statement of Overriding Considerations
Notice of Determination

Information required by SPR AD-7 (submitted to CAL FIRE)

EXHIBIT 2

COMPENSATION

The proposed price for The Waddle Ranch Vegetation Treatment Project PSA/Addendum is presented on the enclosed spreadsheet.

Please note that the price is estimated based on a good faith effort and current understanding of the project needs of the Truckee Tahoe Airport District. Variations in approach, issues, and deliverables can adjust the contract price. If this scope of work and price do not meet your expectations, Ascent is very interested in understanding the Truckee Tahoe Airport District's needs and is willing to revise the scope and associated price.

ASSUMPTIONS

Time and Materials: Work is authorized on a time-and-materials basis and will be billed monthly.

Price Allocation to Tasks. The proposed price has been allocated to tasks. Ascent may reallocate budget among tasks, as needed, as long as the total contract price is not exceeded.

Staff Assignment. Work has been assigned to the identified staff or labor category. Ascent may reassign tasks to different staff or labor categories, as long as the total contract price is not exceeded.

Billing Rates. The proposed billing rates apply to the current calendar year. For work performed after this year has concluded, budget augmentations and contract amendments will be calculated using updated billing rates, unless precluded by contract terms.



Placer and Nevada Counties

Truckee Tahoe Airport District Waddle Ranch Vegetation Treatment Project
PSA/Addendum

October 26, 2022

hourly rate:

Task 1: Project Management & Meetings	Price	Hours
Project Management	\$ 6,120	38
Meetings	\$ 2,700	15
Subtotal, Task 1	\$ 8,820	53

Principal	Project Director/Sr. Biologist	Project Manager	Sr Biologist (Botany)	Env. Planner (Cultural Res.)	Biologist	Sr. Biologist (Wildlife review)	Env. Planner	Env. Planner	Graphics/GIS	Document Production/Admin
\$240	\$230	\$165	\$200	\$165	\$165	\$230	\$135	\$155	\$155	\$135
6		12					12			8
5		5					5			
11	0	17	0	0	0	0	17	0	0	8

Task 2: PSA Preparation	Price	Hours
2.1 Data Review and Project Description	\$ 2,860	18
2.2 Bio Reconnaissance	\$ -	0
2.3 Draft PSA	\$ 19,070	122
2.4 Agency Coordination (CDFW, USFWS)	\$ -	0
2.5 Final PSA	\$ 8,915	55
2.6 Draft and Final MMRP	\$ 2,520	17
Advisement/Contingency	\$ 10,000	0
Subtotal, Task 3	\$ 43,365	212

2		6					8		2	
8		36					40	32	2	4
6		20					12	12	1	4
1		4					10			2
17	0	66	0	0	0	0	70	44	5	10

Task 3: Decision Support	Price	Hours
NOD	\$ 495	3
Draft & Final CEQA Findings/SOC	\$ 2,685	17
Decision Meeting Support	\$ 900	5
Subtotal, Task 3	\$ 4,080	25

		3								
2		6					8			1
1		4								
3	0	13	0	0	0	0	8	0	0	1

LABOR SUBTOTAL	\$ 56,265	290
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31	0	96	0	0	0	0	95	44	5	19
\$ 7,440	\$ -	\$ 15,840	\$ -	\$ -	\$ -	\$ -	\$ 12,825	\$ 6,820	\$ 775	\$ 2,565

REIMBURSABLE EXPENSES	Price	Hours
Mileage/Parking/Travel	\$ -	
Field Equipment (GPS)	\$ -	
CHRIS Records Search	\$ -	

ASSUMPTIONS
Refer to attached scope and cost

TOTAL PRICE	\$ 56,265
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Project No: 20220080.00