

**INDEPENDENT CONSULTANT AGREEMENT FOR
LOCAL HAZARD MITIGATION PLAN DEVELOPMENT SERVICES**

This Independent Consultant Agreement for **Local Hazard Mitigation Plan Development Services** ("Agreement") is made and entered into as of March 19, 2025, by and between the Tahoe Truckee Unified School District, ("District") and Tetra Tech, Inc. ("Consultant"), (together, "Parties").

WHEREAS, Public Contract Code section 20111, subdivision (d), provides that professional services, requiring specialized knowledge, training, or skill, are not subject to public bidding requirements; and

WHEREAS, Government Code section 4526, authorizes District to contract with and employ any person(s) for the furnishing of architecture, landscape architecture, environmental, engineering, land surveying, and construction project management services on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, Consultant is specially trained, experienced, and competent to perform the Services required by District, as needed on the basis set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** Consultant shall provide **Local Hazard Mitigation Plan Development Services** as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").
2. **Term.** Consultant shall commence providing services under this Agreement on or about March 24, 2025, and will diligently perform as required and complete performance by July 31, 2026, ("Term"), unless this Agreement is terminated and/or otherwise canceled or modified prior to that time.
3. **Submittal of Documents.** Consultant shall not commence the Services under this Agreement until Consultant has submitted and District has approved the documents, certificate(s) and affidavit(s), and endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> </u>	Prevailing Wage Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form

4. **Compensation.** District agrees to pay Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not to exceed **One Hundred Forty-Four Thousand Four Hundred Four Dollars (\$144,404.00)**. District shall pay Consultant according to the following terms and conditions:

- 4.1. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District. Payment shall be made within thirty (30) days after Consultant submits an invoice to District for Services actually

completed and after District's written approval of the Services, or the portion of the Services for which payment is to be made. The schedule of deliverable Services is as follows:

4.1.1. Planning Process	<u>\$16,840.00</u>
4.1.2. Hazard Identification	<u>\$18,491.00</u>
4.1.3. Risk Assessment	<u>\$38,090.00</u>
4.1.4. Mitigation Strategy	<u>\$16,460.00</u>
4.1.5. Plan Preparation and Drafting	<u>\$29,720.00</u>
4.1.6. Public Outreach, Meetings, and Public Comment	<u>\$21,482.00</u>
4.1.7. Plan Approval and Adoption	<u>\$ 3,321.00</u>

Total: \$144,404.00

4.2. The Services shall be performed following the Fee Schedule included in **Attachment B**.

4.3. [Reserved]

5. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as follows:

5.1. N/A

6. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, except as follows:

6.1. N/A

7. **Independent Contractor.** Consultant represents and warrants that Consultant is an independent contractor or business entity that is: (i) free from the control and direction of District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

8. **Certificates/Permits/Licenses/Registrations.** Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

9. **Performance of Services.**

9.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's services will be performed, findings obtained, reports

and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 9.2. **Due Diligence.** Consultant shall carefully study and compare all documents, findings, and other instructions and shall at once report to District, in writing, any error, inconsistency, or omission that Consultant or its employees may discover. Consultant shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 9.3. **Safety and Security.** Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible for ascertaining from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 9.4. **Meetings.** Consultant and District agree to participate in regular meetings on at least a monthly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.
- 9.5. **District Approval.** The Services completed herein must meet the approval of District and shall be subject to District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 9.6. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** District may evaluate Consultant in any way District is entitled pursuant to applicable law. District's evaluation may include, without limitation:
 - 9.6.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.
 - 9.6.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
- 9.7. **[Reserved]**
10. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.
11. **Deliverables.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission.
12. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

13. **Disputes.** In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services but will allow determination by the court of the State of California, in the county in which District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Consultant's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

14. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

15. **Termination.**

15.1. **For Convenience by District.** District may, at any time, with or without reason, terminate this Agreement for its own convenience and compensate Consultant only for Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by Consultant or no later than three (3) days after the day of mailing, whichever is sooner.

15.2. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

15.2.1. material violation of this Agreement by Consultant; or

15.2.2. any act by Consultant exposing District to liability to others for personal injury or property damage; or

15.2.3. Consultant is adjudged as bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate. Unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of termination for cause, District may secure the required Services from another Consultant. If expenses, fees, and/or costs to District exceed the cost of providing the service pursuant to this Agreement, Consultant shall immediately pay the excess expenses, fees, and/or costs to District upon the receipt of District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 15.3. Upon termination, Consultant shall provide the District with all documents produced, maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

16. Indemnification.

- 16.1. To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description including, without limitation, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the Claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties. District shall have the right to accept or reject any legal representation that Consultant proposes to defend the Indemnified Parties. Whereas the cost to defend the Indemnified Parties charged to Consultant shall not exceed the proportionate percentage of Consultant's fault as determined by a court of competent jurisdiction, any amounts paid in excess of such established fault will be reimbursed by District. Notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.
- 16.2. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim, subject to section 16.1 above. Consultant's obligation pursuant to this Article includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s) and to enforce the indemnity herein, subject to section 16.1 above. Consultant's obligation to indemnify shall not be restricted to insurance proceeds.
- 16.3. District may withhold any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant from amounts owing to Consultant.

17. Insurance.

- 17.1. **Coverage.** Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Professional Liability	\$ 1,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

- 17.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect Consultant, District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by District.)

- 17.1.2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, Consultant shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

- 17.1.3. **Professional Liability (Errors and Omissions).** Professional Liability Insurance as appropriate to Consultant's profession, coverage to continue through completion of construction plus three (3) years thereafter.

- 17.2. **Proof of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

- 17.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

- 17.2.2. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

- 17.2.3. An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance.
- 17.2.4. An endorsement stating that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
- 17.2.5. An endorsement stating that there shall be a waiver of any subrogation in favor of District for all work performed by Consultant, its employees, agents and subcontractors.
- 17.2.6. Consultant's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.
- 17.2.7. All policies except the Professional Liability, Workers' Compensation Insurance, and Employer's Liability Insurance Policies shall be written on an occurrence form.
- 17.2.8. Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Consultant's commencement of Work, including subsequent policies purchased as renewals or replacements.

17.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

17.4. If Consultant normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, Consultant hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

18. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Governing Board of District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Contract is at variance with any such laws, ordinance, rules or regulations, Consultant shall notify District, in writing, and, at the sole option of District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying District of the violation, Consultant shall bear all costs arising therefrom.

18.1. **[Reserved]**

19. **Anti-Discrimination.** It is the policy of District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status and therefore Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

20. **Fingerprinting of Employees.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Consultant's performing of any portion of the Services. Consultant expressly acknowledges that the following conditions shall apply to any work performed by Consultant and/or Consultant's employees on a school site:

20.1. All site visits shall be arranged through District;

20.2. Consultant and Consultant's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

20.3. Consultant and/or Consultant's employees shall check in with the school office each day immediately upon arriving at the school site;

20.4. Once at such location, Consultant and Consultant's employees shall not change locations without contacting District;

20.5. Consultant and Consultant's employees shall not use student restroom facilities; and

20.6. If Consultant and Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

21. **[Reserved]**

22. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. **Confidentiality.** Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

24. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:**Tahoe-Truckee Unified School District**

11603 Donner Pass Road

Truckee, CA 96161

Phone: (530) 582-2542

Attn: Rob Koster, Director of FacilitiesE-mail: rkoster@ttusd.org**Consultant:****Tetra Tech, Inc.**

3475 E. Foothill Blvd.

Pasadena, CA 91

Phone: (650) 324-1810

Attn: Bart Spencer, Project ManagerE-mail: bart.spencer@tetrattech.com

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective on the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25. **Assignment.** The obligations of Consultant pursuant to this Agreement shall not be assigned by Consultant. Any such assignment shall be null and void.
26. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
27. **Amendments, Changes and Modifications.** This Agreement may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.
28. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
29. **Governing Law and Venue.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.
30. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
31. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
32. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
33. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
34. **Tolling of District's Claims.** Consultant agrees to toll all statutes of limitations for District's assertion of claims against Consultant that arise out of, pertain to, or relate to contractors' or subcontractors' claims against District involving Consultant's services under this Agreement, until the contractors' or subcontractors' claims are finally resolved.

35. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
36. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
37. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
38. **Counterparts.** This Agreement may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.
39. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 2025

Dated: _____, 2025

Tahoe Truckee Unified School District

Tetra Tech, Inc.

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Information regarding Consultant:

License No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☐ Corporation, State: _____
☐ Limited Liability Company
☐ Other: _____

 Employer Identification and/or
 Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Consultant to furnish the information requested in this section.

EXHIBIT A**Local Hazard Mitigation Plan Development Services****I. Scope of Work****PROPOSED SCOPE OF SERVICES**

Respondents to the RFQ/P shall be familiar with the process of developing an LHMP for a single jurisdiction District, which adheres to the most recent requirements of FEMA and Cal OES. The LHMP shall be approved by the TTUSD Board and FEMA by July 31, 2026.

LHMP preparation shall cover the planning area of the District's Sphere of Influence (see Attachment A) and involve an inclusive District-wide planning process. The LHMP shall be organized into the following phases in accordance with the Disaster Mitigation Act planning process:

1. Planning Process
2. Hazard Identification
3. Risk Assessment
4. Mitigation Strategy
5. Plan Preparation and Drafting
6. Public Outreach, Meetings, and Public Comment
7. Plan Approval and Adoption

1. Planning Process

Under the Cal OES grant, the district is updating its LHMP. To ensure this grant results in a FEMA-approved LHMP, the final LHMP will be an all-hazard plan that has been adopted by the Tahoe Truckee Unified School District and complies with FEMA's mitigation planning requirements as set forth in 44 CFR Part 201, the new [Local Mitigation Planning Policy Guide](#) (2022, FP 206-21-0002), and the [Local Mitigation Planning Handbook \(2023\)](#).

In compliance with SB379 and SB1000, the hazard identification, risk assessment, and mitigation strategy sections of the LHMP will consider the current and future effects of climate change.

The planning process will be implemented through a combination of staff and consultant time. The consultant will be procured in compliance with 2 CFR 200 and state and local policies (most stringent applies). The TTUSD Director of Facilities, Administrative Assistant-Facilities, Project Manager-Facilities, and TTUSD Assistant Superintendent Chief Business Officer will provide staff oversight.

The Consultant will assemble a Planning Team, define the planning area, and develop a public outreach strategy that will be utilized throughout the LHMP's development. The Consultant will be required to undertake the following, without limitation:

- Work with the Tahoe Truckee Unified School District (TTUSD) Planning Team consisting of key management staff from departments within the TTUSD and make recommendations for additional members.
- Prepare, organize, and maintain documentation that memorializes the entire planning process, informs the public and stakeholders of the overall approach, and serves as a permanent record of the plan development, public involvement, and decisions made.
- Develop and implement a public outreach strategy which conforms to the statutory requirements of the Code of Federal Regulations 44 CFR 201.6, the requirements of FEMA Local Mitigation Plan Guidelines, and the FEMA Community Rating System (CRS) program.
- Document, evaluate, and incorporate input received from outreach efforts.
- Organize, assist in noticing, and facilitate a minimum of two (2) public outreach workshops.

- The workshops shall provide the public with an opportunity to interact with the District's LHMP Planning Team, introduce the public to the progress and outcomes of the LHMP planning process, review the outcomes of the hazard identification and risk assessment, and act as a public commenting tool for the Public Review Draft LHMP.
- Present at a minimum of two (2) Board of Directors meetings (that may coincide with public outreach workshops)
- Ensure neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, and others to be determined are involved in the planning process, as required by 44 CFR 201.6 (b)(2). (as appropriate representatives from police/fire departments, planning department, administrator office, social service agencies, food bank, housing authority, community stakeholders, business owners, at large members of the general public, etc.)
- This phase also includes administrative tasks, such as establishing project timeline tracking and accounting procedures.

The planning process will document which existing plans, studies, reports and technical information were reviewed and how they were incorporated, if appropriate, into the LHMP's development.

2. Hazard identification

The Hazard Identification phase will include a description and prioritization of the hazards that have occurred within the Tahoe Truckee Unified School District's jurisdiction. This phase will:

- Describe the methodology that will be used for mapping the area and identifying, measuring hazards;
- Document potential plans that will be used as data sources, such as state and county plans, or federal systems such as the National Risk Index tool;
- Outline historical records of hazard events in the area;
- Identify hazards that may vary by neighborhood or geography;
- Utilize public and stakeholder outreach and feedback to inform and engage community on hazard identification;
- Note sub-hazards that are unique hazards, such as extreme heat or cold; and hazards that will need a full profile, such as shoreline or riverine flooding, dam failure or winter storms.

The hazard categories may include all the following:

- Flood-related hazards
- Wildfire hazards
- Debris flows
 - Earthquake hazards
 - Severe weather-related hazards (extreme temperatures, drought, fog, heavy rains/thunderstorms, wind/lightning, etc.)
- Winter snowstorm hazards
- Climate change hazards
- Transportation and pipeline hazards
- Other human-caused hazards
- Other geological and soil hazards
 - Other hazards as identified by the consulting firm, District staff, neighboring Local Hazard Mitigation Plans, and other data sources

3. Risk Assessment

Risk assessment will include hazard mapping, a vulnerability assessment, and a capability assessment. Risk assessment results will form the foundation for the subsequent identification of the appropriate mitigation actions for reducing damages and losses.

a. Hazard Mapping

Hazard mapping will use the best available data that delineates areas affected by hazards and identify locations of local assets. The geographic information data will include an inventory for use in developing map data layers (to the extent data is available), of the following items relative to the multiple hazard areas:

- Operational & Public buildings
- Critical facilities and infrastructure
- Maps of the location of parcels, structures, land use, and populations

b. Vulnerability Assessment

The vulnerability assessment will develop an overview of the district's vulnerability to specific hazards. Digital maps and Geographical Information System (GIS) data will be developed that identify local assets that are located within known hazard areas. HAZUS will be used to model losses as appropriate. This vulnerability assessment will include:

- Types and numbers of buildings, infrastructure, and critical facilities located within the planning area and within identified hazard areas.
- Potential economic losses from identified hazards will be estimated through a process that utilizes HAZUS-MH or GIS analysis of County assessor's data with hazard locations.
- Description of land uses and development trends to advise future land use decisions.

c. Capability Assessment

The capability assessment will consist of an inventory of existing plans, policies, and procedures that the TTUSD has in place to reduce the effect of hazards. This will include protective measures under the National Flood Insurance Program (NFIP), building codes, zoning ordinances, completed or ongoing mitigation projects, and mitigation policies established in the general or comprehensive plans of other local jurisdictions.

- Identify and evaluate vulnerable assets and estimate loss potential of those assets.
- Describe natural, technological, and/or human caused hazards that have potential to affect the TTUSD's assets.
- For each hazard affecting the planning area, prepare a description of geographic location, extent, previous occurrences, and probability of future events.
- Prepare and provide an overall summary of each hazard profile and its impact on the community in accordance with 44 CFR 201.6 (c)(2)(ii).
- Identify addresses of NFIP insured structures that have been repetitively damaged by floods.
- Review existing studies, reports and plans related to historical disasters, and document disaster declaration history.
- Utilize FEMA's HAZUS, RiskMAP products (and/or other appropriate software) to generate level 2 vulnerability assessments for earthquake and fire hazards.
- Develop a parcel-level inventory of vulnerable structures.
- Document the analysis and findings from this task element in a manner and format that planners, policy makers and community members can easily decipher. Technical data and output relevant to the risk assessment may be included in appendices.
- Include graphics and generate Geographic Information System (GIS) based maps that will illustrate the extent and location of each hazard, as well as other available information, within the defined planning area. All GIS based data, and mapping shall be tied to the district's network.
- Develop strategies to expand upon and/or improve existing policies and programs.
- Include an assessment of climate change risks.
- Address repetitively flooded NFIP-insured structures by estimated number and type.

4. Mitigation Strategy

The Mitigation Strategy development phase will develop mitigation actions to address identified hazards with the goal of reducing or avoiding long-term vulnerabilities. This phase will include identifying mitigation goals, mitigation actions, developing a mitigation action plan, and evaluating and prioritizing mitigation actions based on a planning level Benefit-Cost assessment. Consultant will complete the following tasks:

- Develop a comprehensive range of mitigation actions to reduce the effects of each hazard type identified in the risk assessment.
- Mitigation strategy should address mitigating losses for new and existing buildings and infrastructure and for future infrastructure development areas.
- This section will include a list of prioritized hazard mitigation action items that best meet the district's needs for hazard damage reduction.
- Prioritization factors will include an analysis of proposed mitigation projects focused on several key areas including, but not limited to, economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility.
- Define mitigation goal statements focused on reducing risk from identified hazards.
- Prepare a cost estimate on a defined comparative cost scale as a basis to compare and prioritize mitigation actions.
- Identify how each mitigation action will be implemented, including who is responsible for various actions, funding mechanisms, timeframe for implementation, and implementation priority.
- Identify those mitigation actions for which there is no current or planned funding mechanism.
- Prepare a matrix that summarizes mitigation actions, priority, responsible party(ies), funding mechanisms, benefit/cost, and technical feasibility.
- Briefly describe how the risk assessment and community vulnerabilities that were identified are incorporated into the mitigation actions.
- Note how public, community, and stakeholder input on mitigation actions will be received and documented.
- State that mitigation actions will be integrated into state and other local plans and capital improvement programs.
- Note participation in the NFIP, if applicable, and state that a designee for implementation of NFIP commitments and requirements will be selected during the LHMP process.
- Briefly outline that the mitigation strategy section will include a range of options, including risk-reducing projects, local plans and regulations, structure and infrastructure projects, protection of natural resources and systems, and education and awareness programs.

5. Plan Preparation & Drafting

The LHMP preparation and drafting phases will have four primary objectives.

- Compile all data into a draft LHMP that meets all of FEMA's criteria.
- Submit an administrative draft to the district for review and incorporate feedback into the draft to prepare for public review and comment.
- Incorporate public review comments and submit a draft LHMP to Cal OES State Hazard Mitigation Officer (SHMO) for review and comment.
- Incorporate comments from Cal OES/SHMO and submit a final draft LHMP through Cal OES to FEMA for review and comment.

6. Public Outreach, Meetings and Public Comment

The public will be engaged at all stages of the planning process, from plan review through adoption of the LHMP. Initial public engagement will utilize online outreach and direct public outreach to assess community perspectives of local hazards and concerns. TTUSD and Consultant will provide public notice and opportunity for comment for all planning phases requiring such notice, including

review of the proposed draft update prior to adoption of the LHMP. The consultant will be responsible for the following tasks to meet the public outreach, meetings, and public comment objectives through development of a public outreach strategy:

- Conform to the statutory requirements of the Code of Federal Regulations 44 CFR 201.6, the requirements of FEMA Local Mitigation Planning Handbook, and the Community Rating System (CRS) program.
- Document, evaluate, and incorporate input received from outreach efforts.
- Organize, assist in noticing and facilitate a minimum of two (2) public outreach workshops.
- The workshops should provide the public with an opportunity to interact with the LHMP Planning Team, introduce the public to the progress and outcomes of the LHMP planning process, review the outcomes of the hazard identification and risk assessment, and act as a public commenting tool for the Public Review Draft LHMP.
- Present at a minimum of two (2) TTUSD Board of Directors meetings (which may coincide with public outreach workshops).
- Ensure neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, and other relevant interests are involved in the planning process as required by 44 CFR 201.6 (b)(2).

7. Plan Approval & Plan Adoption phases of the planning process

The final deliverables will be a FEMA approved hazard mitigation plan, adopted by Tahoe Truckee Unified School District, and will be in compliance with FEMA's mitigation planning requirements as set forth in 44 CFR Part 201, FEMA's Local Mitigation Planning Policy Guide (2022), and Local Mitigation Planning Handbook (2023).

Following the LHMP preparation and drafting phases, Consultant will assist TTUSD staff with final adoption procedures by the Tahoe Truckee Unified School District's Board of Trustees and incorporate the adoption in the final LHMP. Once the LHMP plan is finalized, Consultant will secure final approval letter and plan review tool from FEMA.

During this phase, Consultant is to ensure the plan and planning process are completed to the satisfaction of, and in accordance with, the FEMA established criteria. LHMP draft must be submitted to Cal OES for review six months prior to closeout. Should the LHMP not receive approval following Cal OES and FEMA review, Consultant is responsible to review FEMA "required revision" comments provided and perform all necessary follow-on tasks to finalize the LHMP to the satisfaction of FEMA.

**ATTACHMENT B
FEE SCHEDULE**

Company Name: Tetra Tech, Inc.

**TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
LOCAL HAZARD MITIGATION PLAN PROPOSAL FORM**

PLANNING PROCESS

Staff	Rate	Hours	Total
Project Manager	\$165.00	40.00	\$6,600.00
Lead Planner	\$135.00	40.00	\$5,400.00
Planner	\$110.00	40.00	\$4,400.00
Finance	\$110.00	4.00	\$440.00
Total Planning			\$16,840.00

HAZARD IDENTIFICATION

Staff	Rate	Hours	Total
Project Manager	\$165.00	40.00	\$6,600.00
Lead Planner	\$135.00	56.00	\$7,560.00
Planner	\$110.00	32.00	\$3,520.00
Finance	\$110.00	3.00	\$330.00
Other Direct Cost	--	--	\$481.00
Total Hazard Identification			\$18,491.00

RISK ASSESSMENT

Staff	Rate	Hours	Total
Project Manager	\$165.00	32.00	\$5,280.00
Lead Planner	\$135.00	40.00	\$5,400.00
Planner	\$110.00	40.00	\$4,400.00
GIS Lead	\$135.00	120.00	\$16,200.00
GIS QC	\$135.00	48.00	\$6,480.00
Finance	\$110.00	3.0	\$330.00
Total Risk Management			\$38,090.00

ATTACHMENT B FEE SCHEDULE (CONT.)**MITIGATION STRATEGY**

Staff	Rate	Hours	Total
Project Manager	\$165.00	24.00	\$3,960.00
Lead Planner	\$135.00	48.00	\$6,480.00
Planner	\$110.00	40.00	\$4,400.00
SME/QCC	\$175.00	8.00	\$1,400.00
Finance	\$110.00	2.00	\$220.00
Total Mitigation Strategy			\$16,460.00

PLAN PREPARATION AND DRAFTING

Staff	Rate	Hours	Total
Project Manager	\$165.00	16.00	\$2,640.00
Lead Planner	\$135.00	40.00	\$5,400.00
Planner	\$110.00	40.00	\$4,400.00
Tech Editor	\$135.00	116.00	\$15,660.00
SME/QCC	\$175.00	8.00	\$1,400.00
Finance	\$110.00	2.00	\$220.00
Total Plan Preparation and Drafting			\$29,720.00

PUBLIC OUTREACH, MEETINGS, AND PUBLIC COMMENT

Staff	Rate	Hours	Total
Project Manager	\$165.00	40.00	\$6,600.00
Lead Planner	\$135.00	40.00	\$5,400.00
Planner	\$110.00	16.00	\$1,760.00
StoryMap	\$90.00	56.00	\$5,040.00
SME/QCC	\$175.00	8.00	\$1,400.00
Finance	\$110.00	2.00	\$220.00
Other Direct Cost	--	--	\$1,062.00
Total Public Outreach, Meetings, and Public Comment			\$21,482.00

PLAN APPROVAL AND ADOPTION

Staff	Rate	Hours	Total
Project Manager	\$165.00	8.00	\$1,320.00
Lead Planner	\$135.00	8.00	\$1,080.00
Finance	\$110.00	4.00	\$440.00
Other Direct Cost	--	--	\$481.00
Total Plan Approval and Adoption			\$3,321.00

Grand Total: \$ \$144,404.00

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 provides, in relevant part:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to District that I am a representative of Consultant entering into this Agreement with District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken at least one of the following actions (check all that apply):

- ☐ The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if Consultant's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant under the Agreement.
- ☐ Consultant, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When Consultant performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Consultant's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Consultant's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

- ☐ Consultant is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Consultant's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Consultant has not been convicted of a felony as defined in Education Code Section 45122.1.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Consultant.

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____