



RESOLUTION No. 26-122

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION TO EXECUTE A CONTRACT WITH ASCENT ENVIRONMENTAL INC., TO PREPARE THE COUNTY'S 7th CYCLE HOUSING ELEMENT UPDATE, COVERING THE 2027-2035 REGIONAL HOUSING NEEDS ALLOCATION (RHNA) CYCLE TO ACHIEVE CERTIFICATION BY THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, FOR AN AMOUNT NOT TO EXCEED \$319,370, AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE FISCAL YEAR 2025/26 PLANNING, SOURCES, AND USES BUDGETS (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, Nevada County is required by State law to update its Housing Element every eight years. Known as the 7th Cycle Housing Element (2027–2035), it is mandated under Government Code Sections 65580–65589.8 to ensure that the County plans for existing and projected housing needs for all income levels; and

WHEREAS, the County released a Request for Proposals (RFP) on January 13, 2026, to solicit proposals from qualified firms to develop the County's Housing Element. The RFP period closed on February 13, 2026, and the County received seven proposals. A County team comprised of staff from Community Development Agency (CDA) and Health and Human Services Agency (HHS) reviewed the proposals and selected Ascent Environmental Inc., as the most qualified firm with the most complete and comprehensive proposal to complete the work; and

WHEREAS, the update will build on recent efforts, including the County's General Plan and prior housing initiatives, while incorporating lessons from previous cycles, new legislation, and local community input. The consultant will collaborate closely with County staff, leveraging the County's local knowledge with the consultant's technical expertise in housing policy, Housing and Community Development (HCD) compliance, and environmental review; and

WHEREAS, due to increased Regional Housing Needs Allocation requirements, significant changes in State law regulating housing elements, contracting with a consulting firm will leverage expertise and recommendations for a successful Housing Element update on or before May 2027; and

WHEREAS, Nevada County desires to contract with Ascent Environmental, Inc., for the preparation of the 7th Cycle Housing Element (2027-2035) which is due to be approved by Housing and Community Development (HCD) by May 2027.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves the contract between the County of Nevada and Ascent Environmental, Inc., (Exhibit "A") pertaining to developing an updated Housing Element for the 2027-2035 7th Cycle Regional Housing Needs Allocation in the amount not to exceed of \$319,370.

2. Authorizes the Chair of the Board of Supervisors to execute the contract with Ascent Environmental Inc., to prepare an updated 2027-2035 Housing Element.
3. Directs the Auditor-Controller to release General Fund (FD1000) and Community Development Agency (FD1123) fund balance and amend the Fiscal Year 2025/26 budgets (4/5 affirmative vote required), respectively, as follows:

Increase:

FD1000 CC10206 PG2721206 SC70800 159,685
FD1123 CC20708 PG3251000 RC74000 159,685
FD1123 CC20708 PG3251000 SC21520 319,370

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 14th day of April 2026, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

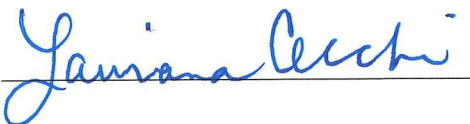
Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: 


Lisa Swarthout, Chair

Administering Agency: Nevada County Planning Department

Contract No. _____

Contract Description: Housing Element Update 2027-2035

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”) is made at Nevada City, California, as of April 14, 2026 by and between the County of Nevada, (“County”), and Ascent Environmental, Inc. (“Contractor”) (together, “Parties”, individual “Party”), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Three hundred nineteen thousand three hundred seventy dollars (\$319,370).**
3. **Term** This Contract shall commence on April 14, 2026. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2027.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages **shall not** **shall apply** to this contract. If Liquidated Damages are applicable to this contract, the Terms are incorporated in Exhibit E, attached hereto.
9. **Relationship of Parties**
 - 9.1. **Independent Contractor**
In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work

required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

- 9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.
- 9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.
10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions and information technology security provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or negligent error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is

engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a manner which conforms to the standards or quality normally observed by a person practicing in Contractor's profession.

14. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.
15. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
 - Contractor shall comply with the provisions thereof at the commencement of services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
16. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
17. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Levin Act** This contract shall not shall be subject to compliance with [Government Code Section 84308](#) (Levine Act), which pertains to campaign contributions of more than \$500 to any member of the County of Nevada Board of Supervisors or any County of Nevada Official who will be making, participating in making, or in any way attempting to use their official position to influence a County decision to approve the contract. If Levine Act Compliance is applicable to this contract, the terms are incorporated in Exhibit G, attached hereto.

21. **Subrecipient** This contract shall not shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the “OMB Super Circular” or “Uniform Guidance”). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. Subrecipient and Contractor determinations
22. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, this contract shall not shall qualify for debarment suspension monitoring. Contractor shall provide proof of debarment compliance if requested by the County. In addition, the County may (at anytime during the term of the Contract) screen the Contractor at www.sam.gov to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
23. **Financial, Statistical and Contract-Related Records:**
 - 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
 - 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
 - 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor’s premises or, at County’s option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the **correct amount** owed during the audit period.

24. **Termination**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.
- D. Notwithstanding anything to the contrary herein, if state or federal funds that County intended to use for payment under this Contract are canceled, reduced, or otherwise made unavailable, County shall have the right to immediately terminate this Contract upon written notice to Contractor. In such an event, County shall pay Contractor for all services satisfactorily performed up to the date of termination in accordance with the terms of this Contract, and Contractor shall have no further claims against County due to such termination.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

25. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

26. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.

27. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In

addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.

28. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
29. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 22, Termination.
30. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
31. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
32. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

33. **Additional Contractor Responsibilities**
 - A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
34. **Information Technology Security Requirements** This contract shall not shall be subject to Exhibit F, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit F is a material breach of this Agreement.

35. **Artificial Intelligence Technology (AI Technology)** includes any machine learning, deep learning, or artificial intelligence ("AI") technologies, such as statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, as well as all software implementations and related hardware or equipment capable of generating content (e.g., text, images, video, audio, or computer code) based on user-supplied prompts.

County Data includes all information, data, materials, text, prompts, images, or other content provided to the Contractor under this Agreement or any other agreements between the Contractor and the County.

Responsibilities and Training:

Contractor is responsible for all information in the machine learning model, intellectual property rights associated with the information, and software and coded instructions used to generate AI content. County is responsible for the accuracy, utility and formulation of prompts and other inputs used to access the AI services and for decisions made, advice given, actions taken, and failures to take action based on AI content generated from AI services, except for AI content that is generated from erroneous or non-existing information in Contractor’s machine learning models or from malfunctioning AI service software.

Contractor shall not use, or permit any third party to use, County Data to train, validate, update, improve, or modify any AI Technology, whether for Contractor’s benefit or that of a third party, without the County’s prior written authorization, which the County may grant or withhold at its sole discretion.

36. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Planning Department		Ascent Environmental, Inc.	
Address:	950 Maidu Ave, Suite 170	Address	455 Capitol Mall #300
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Sacramento, CA 95814
Attn:	Brian Foss	Attn:	Patrick Angell
Email:	Brian.foss@nevadacoutnyca.gov	Email:	Pat.angell@ascent.inc
Phone:	(530) 265-1256	Phone:	(916) 732-3324

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Authority: All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the Parties have executed this Contract to begin on the Effective Date.

COUNTY OF NEVADA: Lisa Swarthout
By: Lisa Swarthout (04/17/2026 11:00:28 PDT) Date: _____

Printed Name/Title: Honorable Lisa Swarthout, Chair, of the Board of Supervisors

By: Lauriana Cecchi
Attest: Clerk of the Board of Supervisors, or designee

Approved as to Form – County Counsel:

By: Sims Ely, Deputy Date: 04/17/2026
Sims Ely, Deputy (04/17/2026 15:55:07 PDT)

CONTRACTOR: Click or tap here to enter text. Date: 04/15/2026
By: Gary Jakobs
Gary Jakobs (04/15/2026 10:55:03 PDT)

Name: Gary Jakobs

* Title: President

By: Honey Walters Date: 04/15/2026

Name: Honey L Walters

* Title: Principal/VP/Secretary

If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which **must be the secretary of the corporation, and the other may be either the President or Vice President, **unless** an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).*

Exhibits

- A. [Schedule of Services](#)
- B. [Schedule of Charges and Payments](#)
- C. [Insurance Requirements](#)
- D. [Information Technology Security](#)

Summary Page

Exhibits

- Scope of Services
- Payment for Services Rendered
- Facilities, Equipment and Other Obligations of County

EXHIBIT A

SCHEDULE OF SERVICES

SCOPE OF WORK

TASK 1. Project Initiation and Management

Task 1.1. Document Review and Data Collection

As an initial step in the process, Ascent will review and annotate the County's current Housing Element, delineating sections requiring updates and where more information from County staff will be needed. This annotated document will serve as a general roadmap for the update process, highlighting areas requiring revisions due to new state requirements, areas needing general updates, and sections that can be carried forward with minimal changes. This task also includes developing a data needs list to share with County staff ahead of beginning work on the components of the Housing Element and collaboratively working with County staff to gather necessary information from local sources. Ascent will also establish a collaborative folder structure in SharePoint that will facilitate information exchange between County staff and Ascent throughout the update process.

Task 1.2. Project Kickoff Meeting/Working Session

Ascent will prepare for and conduct an in-person half-day kickoff meeting/working session with County staff to initiate work on the Housing Element update. Meeting in person will allow the team to build rapport, establish lines of communication, and begin making tangible progress on the project, setting a strong foundation for the update process.

At the meeting, Ascent will provide a project overview and review of the scope of work to confirm roles and responsibilities, with a focus on new requirements and how to approach this update to meet HCD expectations. Ascent and County staff will do an initial review of the current sites inventory in relation to the Seventh Cycle RHNA and discuss the overall strategy for accommodating the RHNA. County staff will also provide an overview of current housing initiatives and programs, outlining what has been accomplished and what is planned. Other topics that will be covered during the meeting include reviewing the project schedule; reviewing housing element legal requirements, focusing on new state law requirements; discussing objectives for community engagement and HCD's expectation for inclusive community engagement; reviewing other high-level data needs; and establishing project management protocols.

Task 1.3. Project Management and Coordination

Ascent will provide project management throughout the course of the 14-month project, including scheduling and facilitating up to 20 coordination calls with County staff. Meeting frequency will be adjusted based on project needs (e.g., occurring monthly to start and when less coordination is needed, once every two weeks during active periods, and transitioning to email-only communication when appropriate and during HCD review periods). For each coordination meeting, Ascent will prepare an agenda in advance and document action items in a high-level summary following each meeting. This task includes other aspects of project administration, including contract processing, project setup, and the preparation of monthly invoices and progress reports. The scope also includes budget for

ongoing email communications and informal coordination with project team members, up to the allotted budget in this task.

Deliverables

- ✓ Kickoff meeting agenda and summary of action items
- ✓ Annotated Housing Element document and data needs list
- ✓ 20 project coordination meeting agendas and high-level summaries with action items
- ✓ Monthly invoices and progress reports

TASK 2. Housing Element Components

Task 2.1. Evaluation of Current Housing Element

Government Code Section 6588 requires that each local government assess the achievements of adopted housing programs and review the effectiveness of housing element goals, policies, and related actions in meeting their community's needs. For this task, Ascent will take the lead in preparing the evaluation of the current housing element (i.e., past performance), with County staff providing critical input, review, and supplemental information throughout the process.

Ascent will review current and past annual progress reports (APRs) to determine the progress toward meeting the Sixth Cycle RHNA and the initial status, effectiveness, and appropriateness of the programs in the current sixth cycle Housing Element, providing direction on compliance with state housing laws, and helping to identify any omissions or deficiencies that will need to be addressed in the update. County staff will review Ascent's draft evaluation, provide feedback and revisions, and document the effectiveness of each program, providing quantitative results where appropriate. Ascent will also prepare a high-level summary of program effectiveness for special needs populations using information and input provided by the County.

Task 2.2. Housing Needs Assessment

Ascent will prepare the housing needs assessment (i.e., housing profile) pursuant to Government Code Section 65583 with the best available data, including information from the US Census, the California Department of Finance, the California Employment Development Department, the US Department of Housing and Urban Development, the US Department of Agriculture, and other relevant local data provided by County staff. Ascent will also coordinate with HCD staff on the potential availability of an HCD pre-approved data package for use in the housing needs assessment.

The updated housing needs assessment will include information on the following topics:

- ▶ Population and demographics
- ▶ Household characteristics
- ▶ Income and employment
- ▶ Housing stock characteristics
- ▶ Housing costs and affordability
- ▶ Special housing needs (i.e., senior households; persons with disabilities, including a development disability; extremely low income households; large families; farmworkers; female-headed households; people experiencing homelessness; and the new requirement to address acutely low-income households)

- ▶ At-risk housing (i.e., an analysis of existing assisted affordable housing at risk of converting to market-rate housing during the next 10 years)

Task 2.3. Fair Housing Assessment

The Housing Element needs to be updated to reflect Assembly Bill (AB) 686, which requires all public agencies in California to examine existing and future policies and programs and to make proactive changes to affirmatively further fair housing and create more inclusive communities. To address this new requirement, Ascent will work collaboratively with the County to prepare a comprehensive fair housing assessment that combines data-driven analysis with essential local and regional knowledge.

Ascent will lead the technical analysis of the assessment, utilizing available data sources, including HCD's AFFH mapping tool and other relevant state and federal datasets. Ascent will build upon regional fair housing analysis work completed as part of the Town of Truckee Housing Element to inform this effort, ensuring consistency while tailoring findings to County-specific conditions. County staff will supplement this analysis with local context and knowledge to ensure the assessment accurately reflects on-the-ground conditions and community-identified concerns.

The fair housing assessment will include:

- ▶ a summary of fair housing issues and an analysis of fair housing enforcement and outreach;
- ▶ an analysis of local and regional patterns and trends related to integration and segregation;
- ▶ identification and analysis of Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs) and Areas of Affluence;
- ▶ an assessment of disparities in access to opportunity, including for persons with disabilities, and consideration of how these disparities affect special needs populations; and
- ▶ an analysis of disproportionate housing needs that affect protected classes (e.g., overpayment, overcrowding, housing conditions), including displacement risk.

AB 686 also requires that a jurisdiction identify sites throughout its community in a manner that is consistent with AFFH and the findings of the fair housing assessment. Once the draft sites inventory outlined in Task 2.4 is complete, Ascent will examine the spatial relationship between the sites inventory and various AFFH factors (e.g., race and income, areas of opportunity, disproportionate housing needs, displacement risk) to analyze if proposed housing sites improve or potentially exacerbate fair housing conditions.

Based on the fair housing assessment and analysis of sites, Ascent will identify and review with County staff the contributing factors to fair housing issues and propose policies and implementation programs to help address these factors.

Task 2.4. Resource Inventory

Upon receiving the GIS and/or excel data of the existing Housing Element sites inventory, Ascent will review and update the sites inventory and calculate the capacity to accommodate the new RHNA. Ascent will work with County staff to identify any newly available sites that were not included in the previous Housing Element. Pursuant to AB 1397, Ascent will identify whether or not the vacant lower-income sites have been included in the past two Housing Elements and if underutilized sites have been included in one previous housing element and, if needed, develop a

program to amend the zoning on these sites to allow affordable housing by right in order to continue to count the parcels in the inventory of lower-income sites.

Ascent will review and amend buildout assumptions based on changes in allowable densities and analysis of recently built housing developments based on housing development data provided by the County.

Ascent will then calculate the realistic capacity of each parcel, describe access/adequacy of water and wastewater infrastructure based on infrastructure capacity information provided by City staff, and evaluate environmental constraints and hazards (e.g., flooding, fire hazards, airport safety zones) and how they relate to the sites in the inventory. County staff, with guidance from Ascent, will also provide detailed information on approved residential projects currently in the pipeline that are expected to be constructed during the seventh Housing Element planning period, including unit counts by income level, status, remaining steps, and expected completion. Ascent will prepared updated maps showing all available sites and approved projects.

In addition to vacant and underutilized sites and approved projects, the sites inventory includes projections of accessory dwelling units (ADUs) and mobile homes. Based on building permit data provided by County staff, Ascent will determine the appropriate assumptions for this next RHNA cycle and update the projections for ADUs and mobile homes.

Given the significant increase in the RHNA from 2,062 units in the Sixth Cycle to 3,712 units in this Seventh Cycle and an initial review of the existing sites inventory, we anticipate the County will have a shortfall in meeting the lower-income RHNA. Ascent will work with County staff to develop a rezone strategy. This includes working with the County to develop a list of candidate rezone sites that will be considered for rezoning in a subsequent rezone program. Ascent will provide guidance and criteria for appropriate rezone sites, and the County will develop the list of potential sites with Ascent's support. If the Housing Element is adopted and certified within 120 days of the May 2027 deadline, the County will have three years to complete the rezone program.

Finally, as part of this task, Ascent will also review and update the funding availability section to reflect any new information provided by the County on available funding to support housing programs.

Task 2.5. Housing Constraints Analysis

Ascent will review and update the housing constraints analysis, which identifies and analyzes potential and actual governmental and nongovernmental constraints to the maintenance, improvement, or development of housing for all income levels. This includes incorporating any recent changes in the analysis (e.g., new ordinances and fees) and complying with newer requirements related to governmental constraints for special needs housing (e.g., group homes, supportive housing, low barrier navigation centers, emergency shelters, accessory dwelling units [ADUs]). Ascent will also update information in the nongovernmental constraints related to land costs, construction costs, and availability of financing.

County staff will provide updated information on the length of time between project approval and request for a building permit and any requests the County has received for reduced density. While Ascent will take the lead in preparing this analysis, this task assumes that County staff will provide the necessary inputs and interpretations of code to complete this update. Ascent will provide the

County with a detailed data needs list and instructions to provide additional direction. After completing the analysis, Ascent will identify potential programs to remove or mitigate any identified constraints.

Task 2.6. Housing Goals, Policies, and Implementation Programs

Ascent will prepare the updated housing goals, policies, and implementation programs based on the evaluation of the existing Housing Element (Subtask 3.1), new requirements of state law, analysis of housing needs and constraints, community input from the community outreach program, discussions with County staff, and best practices. Ascent will work with County staff to ensure that each implementation program has a specific time frame, quantified objective, responsible department(s), and geographic

target. Ascent will also review each program through the lens of affirmatively furthering fair housing requirements, to satisfy this state mandate.

Task 2.7. Summary of Outreach Activities

Government Code 65583(c)(9) requires that local governments make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element and to describe this effort in the document. Ascent will prepare the summary of outreach activities to include in the Housing Element. This summary will describe how feedback was used to inform Housing Element.

Task 2.8. Opportunities for Energy Conservation

Ascent will review and update the discussion of opportunities for energy conservation to reflect new County and regional programs and initiatives as well as changes to State building code related to energy efficiency.

Deliverables

- ✓ Deliverables related to this task are listed in Task 3

TASK 3. Draft Housing Element Preparation

Task 3.1. Administrative Draft Housing Element

Ascent will compile the components developed in Task 2 into a cohesive, formatted administrative draft Housing Element that will generally follow the organization and format of the current Housing Element, which uses the County's General Plan template. In this task, Ascent will also prepare the introduction to the Housing Element and update any applicable appendices. The administrative draft will be submitted to County staff for review. This task assumes County staff will provide one set of consolidated comments on the administrative draft.

Task 3.2. Public Review Draft Housing Element

Ascent will review and revise the administrative draft Housing Element to address one round of consolidated County staff comments and will prepare the Public Review Draft Housing Element for County staff to review/confirm. Alongside the delivery of a clean public review draft, Ascent will share a tracked changed version of the document for County staff to more easily follow revisions and changes made to address comments. This task assumes that only minimal changes would be needed after County staff's review/confirmation. If additional discussion or substantive changes are

needed after County review, additional budget will be needed. Ascent will advise County staff on noticing procedures to comply with 30-day public review and other requirements of state law.

Task 3.3. Optional Task: Revised Public Review Draft Housing Element

Depending on the number of public comments, County staff may decide to revise the draft Housing Element prior to study sessions with the Planning Commission and Board of Supervisors. Ascent could assist with preparing this revised public review draft. Alternatively, if the number of public comments is not substantial, County staff may be able to address this as part of the recommendations in their staff reports to decisionmakers and based on Board of Supervisors' direction, those revisions would be made during Task 5.1.

Task 3.4. Optional Task: Accessibility Compliance

Beginning April 24, 2026, local governments must ensure that web content, including planning documents like the Housing Element, meets federal accessibility standards under the Americans with Disabilities Act (ADA). This means the Housing Element will need to comply with Web Content Accessibility Guidelines (WCAG) to ensure those with disabilities can access and engage with the document. As an optional task, Ascent can convert the publication-ready Housing Element into an accessible, WCAG-compliant format.

This includes formatting the document to be compatible with screen readers and providing alternate text for images and graphics.

Deliverables

- ✓ Administrative draft Housing Element (electronic copies [Word and PDF])
- ✓ Public review draft Housing Element (electronic copies [Word and PDF])
- ✓ Revised public review draft Housing Element (electronic copies [Word and PDF]) – optional

TASK 4. Community Engagement

Task 4.1. Community Workshops

Ascent will prepare materials for and facilitate two in-person community workshops on the Housing Element update. The first workshop will occur early in the process to educate the community on the purpose of the Housing Element and gather input on community needs and key housing issues facing residents. The second workshop will happen later in the process to collect feedback on the public review draft Housing Element, with a focus on the sites inventory and implementation programs. Ascent will prepare a high-level summary of feedback received at each workshop. Ascent will assist County staff in identifying potential stakeholders and promoting the meetings by providing website content, a flyer, and social media content.

Task 4.2. Planning Commission and Board of Supervisors Study Sessions

Ascent will prepare for and attend a total of two study sessions with the Planning Commission and the Board of Supervisors. These sessions will occur either during the early stages of the project to gather input on the Housing Element, or later to present and collect feedback on the public review draft Housing Element prior to submitting it to HCD. Ascent will prepare a PowerPoint presentation and review the draft staff report prepared by County staff, providing assistance in targeted areas as needed.

Deliverables

- ✓ Community workshop materials, flyers, social media content, presentations, and summary reports
- ✓ Presentations for Planning Commission and Board of Supervisors meetings

TASK 5. HCD Review of Housing Element

Task 5.1. HCD Submittal and Revisions

Based on direction from the Planning Commission and Board of Supervisors, Ascent will revise the public review draft Housing Element, prepare a cover letter, and deliver the HCD review draft Housing Element (electronically and physically with one black and white copy) to HCD. Ascent will advise County staff in complying with the required 7-day noticing procedures of state law, which includes posting the Housing Element on the project webpage for 7 days and noticing interested parties.

Task 5.2. Revisions to Address Preliminary HCD Comments

Ascent will serve as the County's liaison throughout the HCD review process. Following submission of the HCD review draft Housing Element and halfway through the 90-day HCD review period, Ascent will facilitate one meeting/phone call with HCD and County staff to seek preliminary HCD comments to reduce the length of HCD's formal comment letter. Time permitting, Ascent will prepare a memo outlining responses to HCD comments along with an errata of the extracted changes made to the Housing Element to address preliminary comments from HCD. County staff will then post the memo and errata on the project webpage and notify interested parties, with Ascent submitting the document to HCD after the 7-day noticing period. (Note: If HCD is not able to provide comments in a timely manner, this task will take place after receiving the formal comment letter.)

Task 5.3. Revisions to HCD Comment Letter

After receiving HCD's formal comment letter, Ascent will assist with preparing a second round of revisions to the Housing Element. This includes participating in one meeting/phone call with HCD and County staff to discuss remaining compliance issues and comments at some point during the 60-day HCD review period. Ascent will then prepare a memo outlining responses to HCD comments along with an errata of the extracted changes made to the Housing Element to address preliminary comments from HCD. County staff will then post the memo and errata on the project webpage and notify interested parties, with Ascent submitting the document to HCD. This task assumes that revisions will result in a conditional approval letter for certification after the 60-day review period and before the Planning Commission and Board of Supervisors adoption hearings.

Task 5.4. Optional Task: Third Round of HCD Review

If additional revisions are necessary and the County receives another comment letter from HCD, triggering a new 60-day review period, Ascent will conduct a final round of revisions during the 60-day review period and facilitate one meeting/phone call with HCD and County staff to resolve any outstanding issues. Ascent will implement final revisions in a memo and accompanying errata. County staff will then post the memo and errata on the project webpage and notify interested parties, with Ascent submitting the document for review. Ascent will work diligently with HCD staff during this time to secure a timely conditional approval letter before the Planning Commission and Board of Supervisors adoption hearings.

Deliverables

- ✓ HCD review draft Housing Element (electronic copies [Word and PDF])
- ✓ Cover letter to HCD (electronic copies [Word and PDF])
- ✓ Revisions to address HCD comments (electronic copies [Word and PDF])
- ✓ Two memos outlining responses to HCD comments and accompanying errata of changes (electronic copies [Word and PDF])

TASK 6. Environmental Compliance

Task 6.1. Subsequent Initial Study/Negative Declaration or Mitigated Negative Declaration

Ascent will prepare a subsequent Initial Study/Negative Declaration or Mitigated Negative Declaration (IS/ND or IS/MND, depending if mitigation is required) that will be based on the 2019–2027 Housing Element Update IS/ND and incorporates technical analysis from the County of Nevada Housing Element Rezone Program Implementation EIR (prepared for the 2009–2014 Housing Element Update rezoning). Given that the Housing Element is anticipated to identify a list of candidate sites for potential rezonings and General Plan land use amendments, Ascent recommends a subsequent IS/ND or IS/MND to address both the Housing Element Update and the programs directing future site evaluation, rezoning, and/or General Plan land use amendment actions. Subsequent rezoning implemented after Housing Element adoption would be exempt under Senate Bill (SB) 131.

This task will include the following:

- Assistance in the preparation of tribal consultation request letters under AB 52 and SB 18 (please note that SB 18 is associated with the planning action only). The County will consult directly with any tribe requesting consultation and will provide Ascent with the results of the consultation process.
- Preparation of an administrative draft subsequent IS/ND or IS/MND for County review and comment. Given the programmatic nature of the Housing Element Update, no detailed site analysis or quantitative modeling of housing development is proposed in this task.
- Preparation of a screencheck draft subsequent IS/ND or IS/MND that addresses County comments on the administrative draft document.
- Preparation of the public draft of the subsequent IS/ND or IS/MND and the associated Notice of Intent. The County will be responsible for distribution of the document locally, while Ascent will submit the document to the State Clearinghouse electronically on behalf of the County.
- Preparation of a technical memorandum responding to any comments on the environmental document.
- Preparation of the mitigation monitoring and reporting program (if required) for adoption with the Housing Element Update.

Deliverables

- ✓ Administrative draft subsequent IS/ND or IS/MND
- ✓ Screencheck draft subsequent IS/ND or IS/MND
- ✓ Public subsequent IS/ND or IS/MND
- ✓ Notice of Intent and Notice of Completion (for State Clearinghouse submittal)
- ✓ Technical memorandum responding to any comments on the environmental document
- ✓ Mitigation monitoring and reporting program (if required)

TASK 7. Final Documents and Adoption

Task 7.1. Public Hearing Draft Housing Element

Ascent will prepare a public hearing draft Housing Element to be presented at adoption hearings that incorporates all the responses to HCD comments.

Task 7.2. Adoption Hearings

Ascent will attend two public hearings—one before the Planning Commission and one before the County Board of Supervisors—to help present the public hearing draft Housing Element and respond to questions. Ascent will prepare a meeting presentation and assist County staff with the staff reports and the adoption resolution by providing examples and conducting a peer review.

Task 7.3. Final Housing Element and Submittal to HCD

Ascent will prepare the final Housing Element, incorporating any changes made by the Board of Supervisors in adopting the Housing Element. Ascent will prepare a cover letter and will print and deliver one black and white copy of the Housing Element to HCD for the final 60-day review period. Following HCD certification, Ascent will provide all final digital files to the County, including the Housing Element in Microsoft Word and the sites inventory in GIS and Excel.

Task 7.4. HCD Electronic Housing Element Sites Inventory Form

Ascent will prepare an electronic copy of the final sites inventory using HCD's approved Excel spreadsheet, to be submitted to HCD with the final Housing Element. Time in this task also allows for one round of minimal revisions/questions with HCD's sites inventory team.

Deliverables

- ✓ Public hearing draft Housing Element (electronic copies [Word and PDF])
- ✓ Final Housing Element (one hard copy mailed to HCD, and electronic copies (electronic copies [Word and PDF])
- ✓ Electronic Sites Inventory Form (electronic copy [Excel])
- ✓ Original electronic files of final Housing Element, including sites inventory (Word, PDF, Excel, and ArcGIS)

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract.

COST PROPOSAL FORM

DESCRIPTION	COST
Service 1: Project Management	\$28,890
Service 2: Housing Element Components	\$121,320
Service 3: Draft Housing Element Preparation	\$32,770
Service 4: Community Engagement	\$23,600
Service 5: HCD Review of Housing Element	\$45,540
Service 6: Environmental Compliance	\$19,760
Service 7: Final Documents and Adoption	\$16,340
Overhead/Admin costs	\$1,150
Contingency	\$30,000
TOTAL COST:	\$319,370

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by County project manager(s). Time and materials contracts should request supporting documentation sufficient to substantiate amounts billed including detailed time logs or timesheets indicating hours and activities worked on by each employee, invoices for materials purchased with supporting receipts, and a summary of work performed, or deliverables achieved.

Submit all invoices to:

Nevada County
Planning Department
Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: Brian Foss
Email: brian.foss@nevadacountyca.gov
Phone: (530) 265-1256

County will make payment within thirty (30) days after the billing is received with accurate and complete agreed upon supporting documentation and approved by County and as outlined in the scope of work.

Payment Schedule

The County will make payment within thirty (30) days after billing is received and approved by County and as outlined above.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House ("ACH"). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage
3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability (Errors and Omissions)** Insurance covering **environmental assessment** error and omission with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions are used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of Contractor’s insurance and shall not contribute with it.
3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall

be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
8. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
9. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
10. **Verification of Coverage** Contractor may be requested to furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and the County reserves the right to request a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements to County before work begins. Failure to obtain and provide verification of the requested/required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
11. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an

additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

12. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

EXHIBIT D

INFORMATION TECHNOLOGY SECURITY

1. Notification of Data Security Incident

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor's systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

2. Data Location

2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to all parties referenced in the "Notices" section of the Agreement.

3. Data Encryption

3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

4. Cybersecurity Awareness and Training

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

Contractor Name Ascent Environmental, Inc.

Description of Services - Housing Element Update 2027-2035

SUMMARY OF MATERIAL TERMS

Max Annual Price: N/A Max Multi-Year Price: 319,370

FY XX/XX =N/A

FY XX/XX =N/A

Contract Start Date: 4/14/2026 Contract End Date: 6/30/2027

Liquidated Damages: N/A

INSURANCE POLICIES

Commercial General Liability (\$2,000,000)	Cyber Liability (\$1,000,000)
Worker's Compensation (Statutory Limits)	Technology Liability (\$2,000,000)
Automobile Liability (\$1,000,000)	
Professional Errors and Omissions (\$2,000,000)	

FUNDING

FD1000 CC10206 PG2721206 SC70800	Click or tap here to enter text.
FD1123 CC20708 PG3251000 RC74000	Click or tap here to enter text.
FD1123 CC20708 PG3251000 SC21520	Click or tap here to enter text.

LICENSES AND PREVAILING WAGES

Designate all required licenses: Click or tap here to enter text.

NOTICE & IDENTIFICATION

COUNTY OF NEVADA: Nevada County Planning Department		CONTRACTOR: Ascent Environmental, Inc.	
Address:	950 Maidu Ave, Suite 170	Address	455 Capitol Mall #300
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Sacramento, CA 95814
Attn:	Brian Foss	Attn:	Patrick Angell
Email:	Brian.foss@nevadacountyca.gov	Email:	Pat.angell@ascent.inc
Phone:	(530) 265-1256	Phone:	(916) 732-3324

Contractor is a: (check all that apply)					EDD Worksheet Required Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Corporation:	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input checked="" type="checkbox"/>	LLC <input type="checkbox"/>	Additional Terms & Conditions Included	
Non- Profit:	<input type="checkbox"/>	Corp. <input type="checkbox"/>			(Grant Specific) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Partnership:	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/> Limited <input type="checkbox"/>	Subrecipient Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Person:	<input type="checkbox"/>	Indiv. <input type="checkbox"/>	DBA <input type="checkbox"/>	Ass'n <input type="checkbox"/> Other <input type="checkbox"/>		

ATTACHMENTS

Exhibit A: Schedule of Services	
Exhibit B: Schedule of Charges and Payments	
Exhibit C: Insurance Requirements	
Exhibit D: Information Technology Security	