

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is entered into as of September 10, 2025, by and between the Town of Truckee, a municipal corporation ("Town"), and the Tahoe Donner ("TDA"), a California corporation.

Section 1: Recitals

- A. The Town has maintained special assessments (Town Special Service Area 1, "TSSA 1") in the Tahoe Donner subdivision for the purposes of funding roadway and drainage maintenance and improvements, including emergency preparedness and roadway safety infrastructure; design and construction of emergency egress improvements; trail development and construction; enhanced snow removal; design and construction of the Pioneer Trail/Bridge Street Extension Project; enhanced transit services; and parking improvements in the Town right-of-way.
- B. TDA plans to conduct a comprehensive evacuation study specific to Tahoe Donner ("Project"), aligning it with the Town of Truckee's evacuation, as further described in Exhibit A ("Scope of Work").
- C. One of the main priorities in the two-year strategic plan adopted by the Town of Truckee Town Council is to improve partnerships and investment in emergency preparedness, particularly regarding wildfire readiness and mitigation. The Project supports this goal by outlining best practices for effective evacuation planning and implementation.
- D. TDA intends to implement the Project using its employees and contractors, and will later request reimbursement for the costs from the Town, funded by TSSA 1 funds.
- E. Town is willing to reimburse TDA for the Project so long as the requirements outlined in this Agreement are met.
- F. The parties acknowledge that TDA requires no approval from Town to carry out the Project, and that Town has not provided any such approval.

Section 2: Agreement

For good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties agree as follows:

- A. TDA agrees to implement the Project consistent with the approved scope of work, as described in Exhibit A.

- B. TDA will utilize its own employees for planning, design, and implementation management, but will hire a consultant to carry out the Scope of Work through a competitive bidding process. This competitive bidding process will be conducted by the Town to select a consultant. The goal is to have a single consultant approved by the Town to conduct both the Town evacuation study and the Project for TDA.
- C. Town shall reimburse TDA for the actual Project costs up to \$250,000. Actual Project costs include: all out-of-pocket expenses incurred by TDA in connection with the preparation, performance, and completion of the Scope of Work, including but not limited to contractor and consultant fees, technical analyses, reports, and related administrative expenses, services, and fees, excluding those of TDA employees.
- D. Prior to reimbursement, TDA shall invoice the Town no more frequently than once a month for costs that TDA has paid to its contractor. Invoices shall include documentation of costs incurred, proof of payment, including copies of all third party invoices of its contractors and subcontractors, and an itemized bill showing all out-of-pocket fees and costs, which for avoidance of doubt may include design, services; and including all costs related to and stemming from change orders or increases to cost estimates in connection with Project Scope of Work (“Actual Costs”) up to the \$250,000 not to exceed amount. TDA staff time is not eligible for reimbursement.
- E. Within thirty (30) days after receiving TDA’s documentation of Actual Costs, Town shall reimburse TDA the Actual Costs.
- F. Prior to payment, Town may inspect the work to determine compliance with the attached Scope of Work.
- G. TDA shall indemnify, defend, and hold Town, its elected and appointed officials, employees, agents, successors and assigns, free and harmless from and against any and all claims, liability, loss, damage, or expenses resulting from performance by TDA or any contractor of the work funded in whole or part by the Town.

Section 3: General Provisions

A. Assignment/Successors

This Agreement may not be assigned without prior written approval of all parties. The terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, administrators, assigns, and successors of the parties hereto.

B. Authority

Each party warrants that the person executing this Agreement on behalf of the respective party is fully authorized by that party to do so.

C. Notices

All notices required to be given under this Agreement shall be in writing and sent by (a) first class mail, postage prepaid, in which case notice shall be deemed delivered three (3) business days after deposit in the United States Mail; (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or (c) telecopy or similar means, in which case notice shall be deemed delivered in one (1) business day after the day it was transmitted by telecopier or similar means, provided that transmission report is generated reflecting the accurate transmission of the notices. The place for delivery of all notices given under this Agreement shall be as follows:

TOWN: Town Manager

 Town of Truckee

 10183 Truckee Airport Road

 Truckee, CA 96161

TDA: Tahoe Donner Association

 Annie Rosenfeld

 11509 Northwoods Blvd

 Truckee, CA 96161

or to such other addresses that any party may respectively designate by written notice to the others.

D. Entire Agreement

This Agreement and the attached Exhibits, which are herein incorporated into this Agreement by this reference, supersede all previous oral or written communication and contain the entire agreement of the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

E. Termination

This Agreement shall terminate after all invoices have been paid, provided that TDA's obligations pursuant to paragraph 2.G shall survive the termination of the Agreement.

F. Construction

The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if all parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation of this Agreement.

G. Waiver

Waiver of any provision or of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

H. Severability

In the event any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall not be affected.

I. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be original, but all of which taken together shall constitute one instrument.

J. Representation

This Agreement is executed voluntarily by each of the parties hereto, all of whom have been advised by independent counsel of their choice as to the content and effect of this Agreement.

K. Governing Law

The Agreement shall be governed by and construed according to the laws of the State of California.

L. Venue

The Nevada County Superior Court shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

M. This Agreement does not create any partnership or agency between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TOWN:
Town of Truckee

By: ^{Signed by:} *Jen Callaway* Jen Callaway, Town Manager
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TDA:
Tahoe Donner

By: ^{DocuSigned by:} *Annie Rosenfeld* Annie Rosenfeld, General Manager
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**TOWN OF TRUCKEE AND TAHOE DONNER ASSOCIATION
CONTRACTOR SCOPE OF WORK
FISCAL YEAR 2025-2026**

COMPREHENSIVE LARGE-SCALE EVACUATION STUDY

INTRODUCTION

The Town of Truckee (“Town”) and Tahoe Donner Association (“Tahoe Donner”) are seeking a contractor to conduct comprehensive large-scale evacuation studies. These studies aim to outline current capacity and processes in place within the Town of Truckee for large-scale evacuations. While the primary focus will be on evacuations triggered by wildfires, other evacuation scenarios and needs will also be considered.

The purpose of the studies is to identify current evacuation metrics, including awareness, notification, signage, alternative routes, and capacity. Additionally, the studies will develop recommendations for improvement. To determine priorities and funding mechanisms for these recommendations, the study will require targeted community outreach.

Relevant stakeholder agencies that impact evacuations in the areas of study may be consulted. These agencies include the Town of Truckee (TOT), Tahoe Donner Association, Fire Protection District (TFPD), Nevada County Sheriff’s Office (NCSO), California Department of Forestry and Fire Protection (CAL FIRE), California Highway Patrol (CHP), and California Department of Transportation (Caltrans), and other agencies as determined necessary.

To ensure consistency between these studies, Tahoe Donner and the Town have agreed to select a single Contractor to conduct the work. While the solicitation and selection of said Contractor will be unified, separate agreements will be utilized between the Town and Contractor, and Tahoe Donner and Contractor. Additionally, separate studies will be provided to each party.

BACKGROUND

TOWN OF TRUCKEE

Truckee is located in the Lake Tahoe region of northern California. The town lies just east of the Sierra Nevada’s crest at Donner Pass, in the valley of the Truckee River and surrounding upland areas. Truckee is in the eastern part of Nevada County, approximately 12 miles north of Lake Tahoe, 30 miles west of Reno, Nevada, and 100 miles northeast of Sacramento. Situated in a valley containing the Truckee River, Truckee is surrounded by prominent peaks and ridgelines of the Sierra Nevada. In Truckee itself, elevations range from 5,540 feet in the vicinity of Boca to nearly 7,500 feet in Tahoe Donner. A key element of the town’s physical character is its abundance of undeveloped open space areas and natural features including Donner Lake, in the western part of the town, and the Truckee River, which drains from Lake Tahoe to the south to Pyramid Lake in Nevada. Several other important creeks and streams flow through Truckee,

notably Trout Creek, Alder Creek, Cold Creek, Donner Creek, and Martis Creek. Open space areas are numerous and encompass relatively flat alluvial areas in the eastern part of the town and areas of steeper slopes and more varied terrain around Donner Lake, in Tahoe Donner, and north of Interstate 80.

Truckee's town limits, encompass an area of approximately 34 square miles, which include the historic Downtown core, a newer regional retail and public service-oriented area in the Gateway District along Donner Pass Road, and several residential neighborhoods, including Tahoe Donner, Gray's Crossing, Donner Lake, Glenshire-Devonshire, Prosser Lakeview, Olympic Heights, Sierra Meadows, and Ponderosa Palisades. Interstate 80 and the Union Pacific Railroad, both major transcontinental transportation routes, and the Truckee River each divide the town, traveling roughly east to west. The Nevada County line forms Truckee's southern boundary, and the town is bordered to the north by public open space lands in unincorporated Nevada County. To the east and west are unincorporated areas of very low-density and rural residential development, interspersed with undeveloped open space.

Being situated in the Sierra Nevada mountain range, the Town of Truckee faces numerous hazards that could result in evacuation of populations. The predominant threat that would require large-scale evacuations is wildfire. In the most recent Fire Hazard Severity Zone mapping adopted in 2025, all areas were categorized as being in a moderate, high, or very high fire severity zones, with the only exception being un-mapped federal land. Additionally, the entire town has been categorized as a Wildland Urban Interface area. Due to the complexities of a WUI evacuation and the added complexities of fluctuating transient populations (2nd home-owners, visitors, out-of-area workers, etc.), the Town is seeking to conduct a formal evacuation study Town-wide to help improve the Town's ability to move populations out of hazardous areas, during life-threatening events.

TAHOE DONNER ASSOCIATION

Tahoe Donner is a large, year-round resort community in Truckee, California. It's one of the largest homeowners' associations in the United States, with nearly 6,500 properties and over 24,000 members. Tahoe Donner offers a blend of family-friendly and more challenging outdoor activities, making it a popular destination for residents and visitors alike. Located in Nevada County, it is situated in a very high fire hazard severity zone encompassing over 7,000 acres. Tahoe Donner has approximately 68 miles of paved roads that are maintained by the Town of Truckee. There are two main entry and exit points from Tahoe Donner (Northwoods Blvd. and Alder Creek Rd.). In Tahoe Donner, major collector routes are maintained to keep 10 feet of horizontal space clear of vegetation. The purpose of the TDA Evacuation Study is to focus on improving capacity within existing evacuation routes and to explore funding for additional evacuation capacity through new routes, hazard mitigation projects, evacuation signage, and emergency communication. Additionally, the plan will identify hazard areas that lack at least two emergency evacuation routes within Tahoe Donner. The study will present an assessment of the existing conditions with a suite of recommendations that measure their impact on evacuation, the timelines for implementation, the costs associated with implementation, and the survey results of what Tahoe Donner members support.

SEPARATION OF WORK BETWEEN TOWN AND TAHOE DONNER

The contractor may combine efforts that intersect between the Town and Tahoe Donner-specific studies, however, the deliverables will be separate, and additional scope of work may be necessary for either party. Any additional scope of work efforts have been highlighted below as being unique to each party.

EVACUATION STUDY COMPONENTS

Contractor will deliver the following components as part of the scope of their work. The contractor will need to ensure the resulting products satisfy both the Town's Safety Element (General Plan Safety Element Action SN2.J and SN.K) and California legislative requirements under AB 747 (2019), AB 1409 (2021), and SB 99 (2019).

The Contractor may utilize a sub-contractor to complete components of the study as identified below, but each and every sub-contractor must be proposed by the Contractor and approved by the Town and Tahoe Donner prior to the award of contract.

1. **Modeling and Prioritization of Evacuation Constraints:** Conduct modeling of evacuation scenarios to identify and prioritize key constraints. Examine metrics including time-to-travel and identify key bottlenecks. This modeling exercise will comprise Appendix A of the Evacuation Study. Furnish parties with a complete Appendix A by **XXXXXX**.
2. **Community-Identified Evacuation Constraints:** The Contractor will gather information from surveys conducted with Tahoe Donner residents and staff regarding evacuation constraints and concerns. Where possible, this qualitative data will be accompanied by photo documentation. The Contractor will generate GIS reports to create maps highlighting community-identified constraints, including the location of each constraint and a brief description (for example, "bridge washed out" or "not passable via passenger vehicle"). This documentation of community constraints will be included in Appendix B. Contractor will complete Appendix B by **XXXXXX**.
3. **Fire Behavior and Traffic Analysis:** Conduct Fire Behavior and Traffic Analysis of up to five of the highest priority areas/scenarios identified through the modeling exercise created by component 1. Key milestones and deliverables associated with the Fire Behavior and Traffic Analysis (Evacuation Study) are listed below. The Evacuation Study completed by **XXXXXX**.
4. **Demographics:** Provide current demographics for the areas of study, including daytime/nighttime populations, estimated vehicle count, disability, access, and functional needs populations.
5. **Party-Specific Components:**
 - a. **Tahoe Donner**

Town of Truckee Evacuation Management Zone Map:

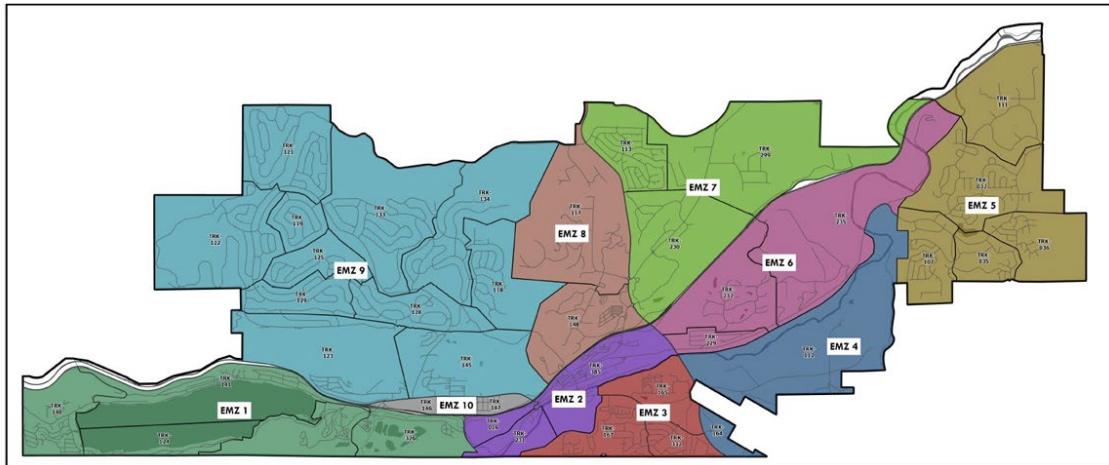


Figure 1

TAHOE DONNER

All areas within the Tahoe Donner Association boundary, as shown in Figure 2 below.

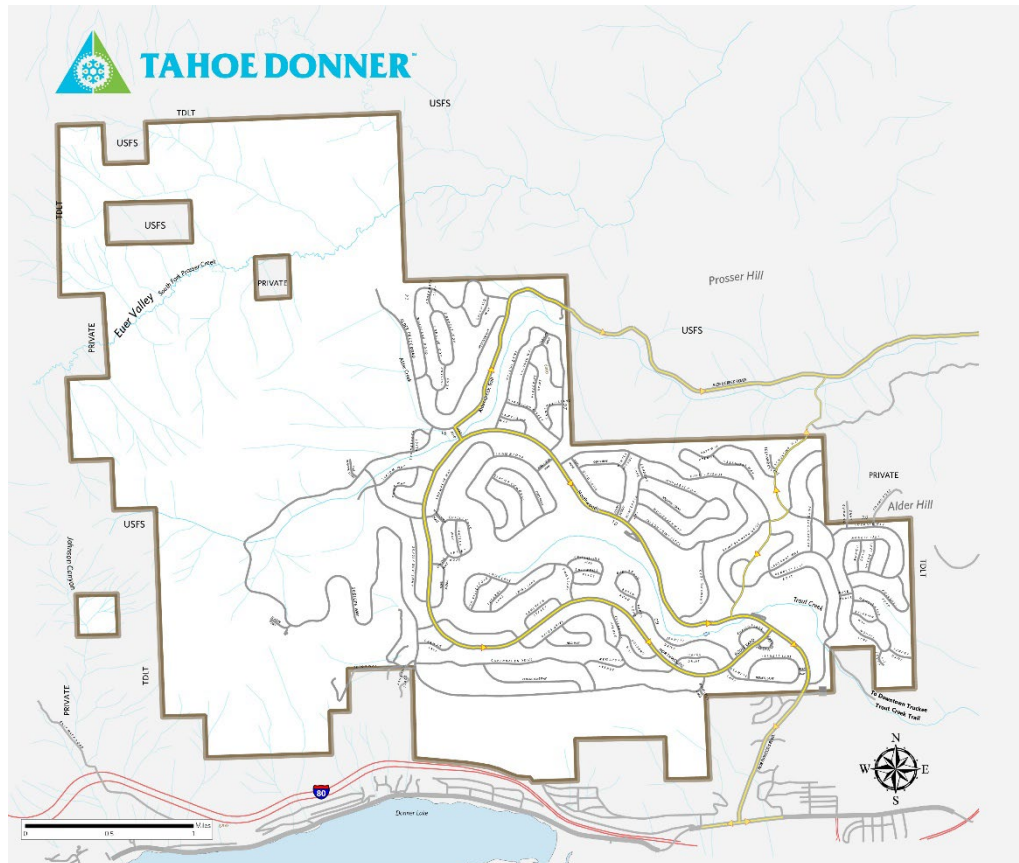


Figure 2

PROJECT TASKS, MILESTONES, AND DELIVERABLES

TASK 1: Kick-Off Meeting(s)

A Kick-Off meeting will be held in XXXXXX with key participants including Tahoe Donner Association (TDA), Town of Truckee (Town) Office of Emergency Services (OES), Town Planning Department, Town Public Works Department, Town Police, and Truckee Fire Protection District. This meeting will provide an opportunity for local experts to brief Contractor staff on known evacuation constraints and priorities in Truckee and Tahoe Donner.

TASK 2: Background Research

The Contractor will evaluate Kick-Off Meeting outcomes, the Modeling and Prioritization of Evacuation Constraints, and all background data and references provided by project partners or identified by the Contractor.

TASK 3: Scope Refinement

The Contractor will lead a check-in meeting with project partners to discuss outcomes of TASK 1 and TASK 2 and to collaboratively refine the scope based on data collected and budget available. Contractor will provide a scope of work summary for the Evacuation Study following this meeting.

TASK 4: Fire Behavior and Traffic Analysis

The Contractor will conduct fire behavior and traffic analysis to validate the Modeling and Prioritization of Evacuation Constraints.

TASK 5: Community Outreach

The Contractor will solicit community outreach to identify evacuation concerns, constraints, and solution recommendations to be considered in the study.

TASK 6: Maps and Visuals

The Contractor will produce and compile maps and visuals as relevant to support the fire behavior and traffic analysis. These will be included as part of the Evacuation Study final deliverable and in addition will be provided as separate files at project conclusion.

TASK 7: Stakeholder Check-In Meetings

The Contractor will hold a minimum of two check-in meetings with stakeholders to update the group on project progress and to ensure that all parties are apprised of the scope and findings as the Evacuation Study progresses. These check-in meetings are preferred to be held in person.

TASK 8: Progress Reports

The Contractor will provide parties with monthly oral reports on project status. In addition, The Contractor will provide bi-monthly written reports summarizing project progress. A final report and final project deliverables (Evacuation Study; GIS data/files) will be provided on or before XXXXXX.

GENERAL REQUIREMENTS

The Contractor shall provide staff with the requisite technical expertise to complete the Evacuation Studies. The Contractor shall have sufficient experience in wildfire behavior and traffic modeling, wildland fire management, evacuation management, vegetation management, wildfire behavior analysis, fire weather analysis, GIS, coordinating and convening diverse stakeholders, and a track record of successful public outreach, engagement, and education.

PROPOSED PROJECT TIMELINE

While negotiable during the proposal and selection process, the below outlines the preliminary timeline expectation from the parties.

1. **Contractor Solicitation:** September 2025
2. **Selection of Contractor:** October 2025
3. **Kick-off meeting:** November 2025
4. **Draft Studies Complete:** March 2025
5. **Completion of all deliverables:** May 2025

SUMMARY

The Contractor shall deliver the following services:

1. Provide a process and plan for conducting an evaluation study report that incorporates the six (6) required components.
2. To the extent possible coordinate with and integrate data and analyses from existing evacuation annex for the Town of Truckee, County of Nevada, Local Hazard Mitigation Plan, and the Community Wildfire Protection Plan for both County of Nevada and Truckee Fire Protection District.
3. Independently verify the Modeling and Prioritization of Evacuation Constraints.
4. Produce Evacuation Studies Draft and Final Report to each party: The reports will include the following components:
 - Executive Summary
 - Introduction
 - Approach and Methodology
 - Population Demographics
 - Emergency Evacuation Assessment
 - Evacuation Assessment Observations and Behavioral Considerations
 - Capital Improvement Projects and Operational Improvements to Increase Evacuation Capacity
 - Potential Funding Opportunities

- Polling Results for Priorities and Support of Funding Mechanisms **(Tahoe Donner-Specific, not needed for Town)**

DELIVERABLES

1. List of resources consulted and works cited.
2. List of public stakeholders that participated, a summary of how they participated, and the input/value provided.
3. Agendas, Meeting Notes, and List of Attendees for any meetings held.
4. Tahoe Donner Evacuation Study Draft and Final Report.
5. Data, GIS Files, and Back-up Documentation.
6. Executive summary of findings and ranked listing of implementation steps.