



COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AICP
Agency Director

**PLANNING
SERVICES DIVISION**

EJ Ivaldi, Deputy Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, AICP
Agency Director

By: Jennifer Byous, Senior Planner *JJB*

DATE: April 8, 2014

**SUBJECT: COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND GRANT
AWARD AND CONTRACT**

ACTION REQUESTED:

1. Adopt a Resolution authorizing the Purchasing Manager to accept a Cooperative Endangered Species Conservation Fund (Section 6) Planning Grant from the State Department of Fish and Wildlife; and
2. Authorize the Purchasing Manager to sign a \$911,500 grant agreement which will release 2013 Section 6 grant funds.

BACKGROUND

Placer County has been awarded a Planning Assistance Grant (Section 6) from the State Department of Fish and Wildlife (DFW) for a variety of tasks required to complete the Placer County Conservation Plan (PCCP) and County Aquatic Resources Program (CARP). These Section 6 funds will help to complete the aquatic resources conservation strategy and prepare a Low Impact Development Manual that will be presented in both the PCCP and CARP and satisfy new water quality requirements through the National Pollution Discharge Elimination System permit. In addition, funding has been awarded to conduct a watershed assessment for Coon Creek and special species survey work for the Plan area. The total Section 6 amount was \$1,215,333 with \$911,500 provided by the State of California and \$303,833 from the County of Placer to be provided in funds or in-kind services.

FISCAL IMPACT

Approval of this Resolution accepting the grant funds and the subsequent signing of the contract will make available to the County \$911,500 of grant funding to help complete the Placer County Conservation Plan. Accepting this grant is contingent upon a County match of \$303,833. Current Placer County contracts and staff time represent more than a sufficient match to meet these obligations. There is no new net impact to the County General Fund.

CEQA COMPLIANCE

The requested action is exempt from environmental review as set forth in Section 15306 (Information Collection) of the California Environmental Quality Act Guidelines, as accepting grant monies and tasks funded under this grant will be basic data collection, research, and resource evaluation activities which will not result in a serious or major disturbance to an environmental resource.

Exhibits:

- Exhibit 1: Resolution accepting a Section 6 Planning Assistance Grant from the State Department of Fish and Wildlife
- Exhibit 2: Department of Fish and Wildlife Cooperative Endangered Species Fund (Section 6) Grant Agreement (P13822019)

cc: Jennifer Byous, Planning Division
Allison Carlos, County Executive Office
Brett Wood, Purchasing Manager
Patrick Moeszinger, Department of Fish and Wildlife

Before the Board of Supervisors County of Placer, State of California

In the matter of:

A RESOLUTION AUTHORIZING AND DIRECTING THE PURCHASING MANAGER TO ACCEPT A HABITAT CONSERVATION PLANNING GRANT FROM THE STATE DEPARTMENT OF FISH AND WILDLIFE TO HELP COMPLETE THE PLACER COUNTY CONSERVATION PLAN, AND EXECUTE DOCUMENTS IN CONNECTION THEREWITH

Resolution No.: _____
FIRST READING: _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held _____, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:

Clerk of said Board

Chairman, Board of Supervisors

Clerk of the Board Signature

Chairman Signature

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, AS FOLLOWS:

WHEREAS, the County of Placer, the City of Lincoln, and Placer County Water Agency (PCWA) are parties to the Placer County Conservation Plan ("PCCP"), and the Agreement with respect to the Placer County Conservation Plan recorded in the official records of Placer County as Document Number P1382019, issued by the United States Fish and Wildlife Service ("USFWS" or "Service") under Section 10a of the Federal Endangered Species Act, 16 U.S.C. section 1631 et seq.; and

WHEREAS, a grant application for funds to complete the PCCP has been submitted through the State Department of Fish and Wildlife, and grants in the amount of \$911,500 has been awarded to assist in funding the completion of the PCCP and County Aquatic Resources Program process;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER that the Purchasing Manager is hereby authorized and directed to accept a Cooperative Endangered Species Conservation Fund (Section 6) Grant from the State Department of Fish and Wildlife to help complete the Placer County Conservation Plan, and execute documents in connection therewith, and communicate the County's acceptance of the grant to the State Department of Fish and Wildlife.



State of California - Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 1416 9th Street
 Sacramento, CA 95814
 www.wildlife.ca.gov

EDMUND G. BROWN JR., Governor
 CHARLTON H. BONHAM, Director



**COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND (SECTION 6) GRANT
 GRANT AGREEMENT NUMBER P1382019**

GRANTOR: State of California, acting by and through (Grantor)
 The California Department of Fish and Wildlife
 P.O. Box 944209
 Sacramento, CA 94244-2090

GRANTEE: County of Placer (Grantee)
 Placer County Planning Services
 3091 County Center Drive
 Auburn, CA 95603
 Facsimile Number: (530) 745-3080

SECTION 1- LEGAL BASIS OF AWARD

Pursuant to FISH AND GAME CODE 1501.5 (b), Grantor is authorized to enter into a Grant Agreement ("Agreement") and to make an award to the Grantee for the purposes set forth herein. Grantor and Grantee ("the parties") accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 - GRANT AWARD

Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of \$911,500.00 to financially support and assist Grantee's implementation of **Habitat Conservation Planning, Placer County Conservation Plan, Habitat Conservation Plan and Natural Communities Conservation Plan (HCP/NCCP).**

Term. The term of this agreement is **April 1, 2014 or upon Grantor approval, whichever is later, through December 31, 2016.**

SECTION 3 - USES OF GRANT

Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of California law. Furthermore, Grantee's expenditure of Grant moneys must be in accordance with the Project budget and narrative (the "Budget") set forth within this agreement. Grantee may not transfer Grant moneys between or among Budget line items without written approval from Grantor project manager.

SECTION 4 - GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

- 4.01 Existence and Power.** Grantee is a governmental entity, validly existing, and in good standing under the laws of California. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

SECTION 5 - GRANTEE'S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the parties for the purpose of providing financial support to Grantee to complete the activities identified within Section 6, Project Statement: Objectives and Timelines.
- 5.02 Project Statement:** Grantee shall complete activities as set forth in Section 6, Project Statement: Objectives and Timelines. Changes to Section 6 shall be submitted to the California Department of Fish and Wildlife (CDFW) Project Manager for prior approval and may be made only as provided in Exhibit 1.a of this Agreement, which is attached hereto and made a part of this agreement.
- 5.03 Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6, Project Statement: Objectives and Timelines, and shall expend these funds in accordance with the budget shown in Section 8, Expenditure Summary. Any changes in the program's budget shall be submitted to the Grantor for approval prior to any change taking place.
- 5.04 Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 8, Expenditure Summary.
- 5.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed, the Grantor reserves the right to modify this agreement to reflect a reduction in available funds, as an alternative to termination.

- 5.06 Submission of Reports:** Grantee shall submit progress reports in accordance with the payment and report schedule in Section 7, Reports. Reports shall be submitted in the format prescribed by the Grantor, as identified in Section 7, Reports, and shall address the activities outlined in Section 6, Project Statement: Objectives and Timelines. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by the Grantor.
- 5.07 General Terms and Conditions. Public Entities General Grant Provisions (Exhibit 1.a),** is attached hereto and made a part of this agreement.
- 5.08 Federal Terms and Conditions.** Exhibit 2, Federal Terms and Conditions, is hereby incorporated into this agreement and attached hereto.

SECTION 6 - PROJECT STATEMENT: OBJECTIVES AND TIMELINES

- 6.01 Introduction:** The Grantee is currently developing a comprehensive, multi-species Habitat Conservation Plan (HCP) and Natural Community Conservation Plan (NCCP). This planning effort is referred to as the Placer County Conservation Plan (PCCP). The County has partnered with other local, state and federal agencies to develop the plan. Participating local agencies include unincorporated Placer County, the City of Lincoln, and the Placer County Water Agency (PCWA) (collectively known as the Participating Agencies). The primary objective of the PCCP is to balance development with the conservation of the County's natural resources, and provide for the protection of sensitive species and their respective habitats.

The County began the PCCP process in 2001. In the past decade, the California Department of Finance identified Placer County as one of the fastest growing counties in the state. From 2010 to 2020 the population of Placer County is projected to increase to 426,169 people, an increase of 22.8%. This projected growth poses a significant challenge to managing both the valley and foothill ecosystems. The PCCP will permanently protect habitat and establish management guidelines for the conservation and recovery of 31 sensitive species within the western portion of the County. The vegetation communities upon which they depend include agricultural croplands, annual grasslands, aquatic environments, chaparral, emergent wetlands, oak woodlands, riparian forests/woodlands, and vernal pools. These eight major habitat types have the potential to provide fully functional ecosystems for the species proposed for coverage in the PCCP, but are unlikely to withstand the growth pressures outlined above unless a comprehensive landscape-level program is developed and implemented. Consequently, the Participating Agencies are committed to

preparing and implementing an HCP/NCCP that will anticipate future development and other land uses that are likely to occur in the County. The Plan will also provide a framework to ensure that the conservation needs of the covered species are met.

- 6.02 Objectives(s):** The project will: 1) finalize the County's Aquatic Resource Program (CARP) regulatory strategy and integrate the CARP regulatory strategy into the PCCP, 2) complete an assessment of the Coon Creek watershed, 3) conduct rare species surveys within the plan area, and 4) develop Low Impact Development (LID) standards for incorporation into the PCCP.

The Grantee will coordinate, review, provide technical oversight and oversee the work of the subcontractor(s) to complete the following tasks and meet project goals.

Task 1A - Finalize the County's Aquatic Resources Program (CARP) regulatory strategy

A component of the PCCP is the County's Aquatic Resources Program (CARP), which describes the aquatic resources that are regulated in western Placer County and provides a streamlined process for regulatory compliance. The CARP is based on, and to some extent builds on, the PCCP conservation strategy for aquatic species and habitats. The CARP will establish permitting standards, requirements, procedures, and an in lieu mitigation fee program, that will be used to implement the conservation strategy for aquatic resources set forth in the PCCP. Together, the PCCP and CARP program elements will provide Placer County with a comprehensive regional approach to natural resource conservation and permitting.

The CARP and the PCCP have complementary goals and objectives. The PCCP minimizes and mitigates impacts to covered species and natural communities, including aquatic natural communities and habitat, and provides for their conservation and management at a landscape-level. Most mitigation requirements under the CARP are derived from the PCCP, and compensatory mitigation and compensation actions under both programs will be used to create the PCCP reserve system. Stream and riparian setbacks developed under the CARP will help to avoid and minimize impacts to stream and riparian communities and covered species. Avoided and protected riverine and riparian systems will enhance connectivity between natural communities and habitats in the valley and foothill portions of the Plan area. This task will finalize the CARP strategy, develop the monitoring program, and prepare the procedures manual. The Grantee will coordinate, review, provide technical oversight and oversee the work of the subcontractor(s) to complete this task.

Deliverables: The deliverables for this task are the County Aquatic Resources Program document as well as additional text being added to the Placer County Conservation Plan, specifically Chapter 5, Conservation Strategy and Chapter 6, Conditions on Covered Activities to address aquatic resource regulations.

Task 1B - Integrate CARP Regulatory Strategy and PCCP Conservation Strategy

Since the CARP and the PCCP have complementary goals and objectives, it is important that the two documents function as one cohesive program. In order to accomplish this, the PCCP document and the CARP manual will need to be integrated in terms of strategy, procedures, and conditions on covered activities. The Grantee will coordinate, review, provide technical oversight and oversee the work of the subcontractor(s) to complete this task.

Deliverables: The deliverables for this task are the County Aquatic Resources Program document as well as additional text being added to the Placer County Conservation Plan, specifically Chapter 5, Conservation Strategy and Chapter 6, Conditions on Covered Activities to address aquatic resource regulations.

Task 2 - Complete Coon Creek Watershed Assessment

A watershed level assessment of Coon Creek represents an excellent opportunity to inform the conservation strategy of the PCCP. The ultimate goal of the PCCP is to maintain and improve the quality and quantity of aquatic resources within western Placer County watersheds. To do this in a way that protects the most important aquatic resources within each watershed, it is essential to have a conservation strategy that can be used to select compensatory mitigation sites within these watersheds. The Coon Creek watershed contains the largest and least fragmented aquatic resources in the Plan Area and presents the Grantee with the best aquatic resource restoration opportunities. A GIS evaluation of roads and fragmentation in the PCCP coverage area determined that the Coon Creek watershed today is mostly an intact natural ecosystem in a relatively unfragmented landscape. Conserving the Coon Creek watershed ensures landscape-scale features such as aquatic habitat diversity, habitat connectivity, and relationships to hydrologic sources, are protected. Placer County, having completed a landscape-level analysis of Coon Creek, now needs to collect reach-specific data, assess stream health, prioritize riparian and in-stream restoration sites, and establish a conservation data baseline to inform Plan implementation.

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Coon Creek has been designated Critical Habitat for the Central Valley Steelhead by the Fisheries Service of the National Oceanic and Atmospheric Administration under the Endangered Species Act.

Within this project, a number of special studies will be conducted to gain a better scientific understanding of the Coon Creek stream system. These will include a stream habitat and fish assessment, a rapid stormwater retrofit survey, and an assessment of the increases in turbidity and nutrient loading in Coon Creek. The stream assessment will consist of an instream habitat survey for the majority of the watershed and a fish assessment at four locations in the upper watershed below the Hidden Falls cataract. The assessment will also report on stream channel stability and habitat conditions in each of the Coon Creek subwatersheds. The Grantee will coordinate, review, provide technical oversight and oversee the work of the subcontractor(s) to complete this task.

Deliverables: The deliverables for this task are a Coon Creek watershed assessment including an overall study of the watershed and specific survey results which will include a rapid stormwater retrofit survey, an assessment of the increases in turbidity and nutrient loading in Coon Creek, as well as instream habitat surveys.

Task 3 - Conduct Rare Species Surveys

Given the rarity of some PCCP covered species and the corresponding lack of occurrence data, species specific surveys are needed to establish a credible baseline to support implementation of the PCCP conservation strategy for individual species recovery. Surveys to collect baseline data and to corroborate reserve system occurrence for those species is a necessity. Species to be surveyed include the following:

- Black rail
- Yellow warbler
- Tri-color blackbird
- Grasshopper sparrow
- Foothill yellow-legged frog
- Western spade-foot toad
- Giant garter snake
- All vernal pool shrimp species
- All vernal pool plant species

The objective of the task is to determine whether the above noted species occur in the reserve acquisition area. The absence or abundance of occurrence data is a key factor for determining species-specific conservation and mitigation strategies, whether species surveys are needed, and whether a species will be a "no-take" species.

Access has already been obtained for all Placer Land Trust and Placer Legacy properties. The Grantee will also reach out to private landowners seeking permission to conduct surveys on their property. The Grantee will coordinate, review, provide technical oversight and oversee the work of the subcontractor(s) to complete this task.

Deliverables: The deliverables for this task are species survey reports based on the properties available to survey.

Task 4 - Low Impact Development Standards

Low Impact Development (LID) is a total site design approach that conserves and uses existing natural site features and systems integrated with distributed, small-scale stormwater controls to mimic or recreate the natural water balance for a site. When implemented early in the planning and design process, LID strategies allow owners, developers, builders and designers to improve the following objectives in a single site design:

- Runoff reduction
- Pollution reduction
- Groundwater recharge
- Natural watershed function
- Water quality/habitat protection

LID is a relatively new practice in California, and in Placer County, but it will be a fundamental way for the PCCP to achieve the Least Environmentally Damaging Practicable Alternative (LEDPA) for the Plan. Currently, the State Water Resources Control Board and California Regional Water Quality Control Boards are requesting local jurisdictions to use LID measures in new and redevelopment projects through National Pollutant Discharge Elimination System (NPDES) permits, total maximum daily load (TMDL) mandates, and/or 401 water quality certification requirements. The U.S. Environmental Protection Agency is also encouraging LID and has published several related LID and smart growth guidance documents. Like other municipalities in the region and the State, the County's next step is to seek the financial resources to update local policies, codes and regulations in order to identify, evaluate and resolve any conflicts with LID.

LID is critical for CARP implementation, and will ensure that 404 and 401 permitting is integrated with ESA permitting. More importantly, development of LID standards, along with the CARP stream system buffer and the watershed approach outlined in the draft CARP, make certain that implementation of the PCCP conservation strategy will represent the least environmentally damaging practicable alternative (LEDPA) for impacts to

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the Waters of the State and Waters of the United States. Without regional LEDPA certification, the PCCP conservation strategy could not be implemented at a landscape scale, and wetland mitigation would continue on a site-by-site basis resulting in isolated, fragmented avoided patches, generally devoid of biological and hydrologic function.

The final result of this task will include LID policy documents, revision to existing and new County ordinances, and agreements between the Agencies and Participating Agencies such as the State Water Resources Control Board, California Regional Water Quality Control Boards, U.S. Army Corps of Engineers, and the U.S. Environmental Protection Agency. The Grantee will coordinate, review, provide technical oversight and oversee the work of the subcontractor(s) to complete this task.

Deliverables: The deliverables for this task are a Low Impact Development standard manual applicable for the PCCP Plan area as well as recommend County code changes to implement LID projects.

6.03 Project Description:

6.03.1 Location: The project location is western Placer County within the PCCP Plan Area. The PCCP Plan Area is bounded to the north by Yuba and Nevada Counties, to the west by Sutter County, to the south by Sacramento County, and to the east roughly by the American River, the City of Auburn, and Highway 49 north of Auburn.

6.03.2 Project Set Up: The Grantee will hold regular meetings with the Grantor, other participating State and Federal Agencies, and subcontractor(s) to address technical, policy, and management issues related to development of the PCCP. This group, in coordination with the Grantee, will provide input, review deliverables, and help direct the development of project tasks.

6.03.3 Materials: Grantee will provide all necessary materials.

6.03.4 Project Implementation: Tasks 1A and 1B will involve finalization of the CARP strategy, development of the CARP monitoring program, and preparation of the procedures manual. Documents prepared for the CARP will be developed with input through regular meetings with those State and Federal agencies with jurisdiction over aquatic features intended to be covered under the scope of the CARP. Grantee shall review and edit deliverables for readability. The Grantee will coordinate, review, provide technical oversight and oversee the work of the subcontractor(s) to complete this task.

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Task 2 will involve a stream habitat and fish assessment, a rapid stormwater retrofit survey, and an assessment of the increases in turbidity and nutrient loading in Coon Creek. The stream assessment will consist of an instream habitat survey for the majority of the watershed and a fish assessment at four locations in the upper watershed below the Hidden Falls cataract. The assessment will also report on stream channel stability and habitat conditions in each of the subwatersheds. Grantee shall review and edit deliverables for readability. The Grantee will coordinate, review, provide technical oversight and oversee the work of the subcontractor(s) to complete this task.

Task 3 will involve the performance of species surveys on public and private lands within the reserve acquisition area to collect baseline data and to corroborate reserve system occurrence for those species for the purposes of determining species-specific conservation and mitigation strategies, whether species surveys are needed, and whether a species will be a "no-take" species. Grantee shall obtain all necessary state and federal permits prior to conducting species surveys. Grantee shall review and edit deliverables for readability. The Grantee will coordinate, review, provide technical oversight and oversee the work of the subcontractor(s) to complete this task.

Task 4 will involve regular meetings with appropriate state and federal agencies to develop LID policy documents, revision to existing and new County ordinances, and agreements between the Agencies and the Participating Agencies. Grantee shall review and edit deliverables for readability. The Grantee will coordinate, review, provide technical oversight and oversee the work of the subcontractor(s) to complete this task.

6.03.5 Project Management: Grantee and Subcontractor(s) staff will be responsible for managing and administering this program and reviewing and editing work products for readability. The Grantee's Chief Fiscal Officer will assist with all budget and fiscal tracking of project expenditures. All other project management tasks are the responsibility of the Grantee's Executive Director and the Subcontractor's project manager.

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6.03.6 Timelines:

Task No.	Task Title	Deliverables	Completion Dates
1A	Finalize the County's Aquatic Resources Program (CARP) regulatory strategy	1. CARP document	November 30, 2016
1B	Integrate CARP Regulatory Strategy and PCCP Conservation Strategy	1. PCCP Chapter 5 and Chapter 6	November 30, 2016
2	Complete Coon Creek Watershed Assessment	1. Overall study program 2. Survey results	November 30, 2016
3	Conduct Rare Species Surveys	1. Survey results	November 30, 2016
4	Low Impact Development Standards	1. Low Impact Development Manual 2. County changes	November 30, 2016
Annual Progress Report			March 31 of 2014, 2015, and 2016
Final Progress Report			November 30, 2016

6.03.7 Compliance: The project will comply with Federal, State, local, or other laws, as applicable.

6.04 Contacts:

The Project Officials during the term of this Agreement are:

CDFW Project Manager:	County of Placer:
Name: Patrick Moeszinger Address: 1701 Nimbus Road, Rancho Cordova, CA 95670 Phone: (916) 358-2850 FAX: (916) 258-2912 Email: patrick.moeszinger@wildlife.ca.gov	Name: Jennifer Byous Address: 3091 County Center Drive, Auburn, CA 95603 Phone: (530) 745-3008 FAX: (530) 745-3080 Email: jbyous@placer.ca.gov

Direct all administrative inquiries to:

<u>CDFW Grant Coordinator:</u>	<u>County of Placer:</u>
Name: Cathy Grunwaldt Address: 1416 9 th Street, Room 1260 Sacramento, CA 95814 Phone: (916) 651-1263 FAX: (916) 653-2588 Email: cathy.grunwaldt@wildlife.ca.gov	Name: Jennifer Byous Address: 3091 County Center Drive, Auburn, CA 95603 Phone: (530) 745-3008 FAX: (530) 745-3080 Email: jbyous@placer.ca.gov

The point of contact may be changed at any time by either party by providing a ten (10) day advance written notice to the other party.

SECTION 7 - REPORTS

7.01 Progress Reports:

The Grantor must receive an annual progress report, submitted to the Project Manager no later than March 31st of each year until the Final Report is provided. These reports should be delivered to the CDFW Project Manager identified in Section 6.04 – Contacts in the manner and format identified in Requirements, below.

Requirements: The progress report shall describe the progress achieved, by the Grantee, in the preceding year, including the status of each task and deliverable. This report shall be transmitted by email in electronic format as a Microsoft Word document with one hard copy delivered by mail to the Grant Manager.

7.02 Final Report:

A Final Report which summarizes the life of the grant and describes the work and results pursuant to Section 6, Project Statement: Objectives and Timelines, is due no later than November 30, 2016.

The final report shall be delivered to the Grantor Project Manager identified in Section 6.04. Report will consist of 1 hard copy and 2 electronic copies in 2010 Microsoft Word and PDF formats.

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SECTION 8 - BUDGET

8.01. Expenditure Summary

ITEM	AMOUNTS <u>CDFW/Grant</u> <u>Costs</u>	<u>County</u> <u>Cost</u> In-Kind	<u>TOTAL</u>
Personal Services		In-Kind	
Operating Services			
Postage, Office Supplies, Telephone/Fax, Travel and Per Diem		In-Kind	
Tasks to be performed by Subcontractor(s):			
Task 1A	\$136,000	\$51,064	\$187,064
Task 1B	\$214,500	\$52,832	\$267,332
Task 2	\$362,000	\$108,410	\$470,410
Task 3	\$85,000	\$27,199	\$112,199
Task 4	\$114,000	\$64,328	\$178,328
Total Project Operating Expenditures	\$911,500		
*****	*****	*****	*****
Total Gross Project Cost	\$911,500	\$303,833	\$1,215,333

8.02 Payment Provisions

8.02.1 **Disbursements:** Grant disbursements will be made to the Grantee not more frequently than **quarterly** in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory documentation as identified within this agreement. The invoice package must be sent to the Project Manager at:

California Department of Fish and Wildlife
 Attn: Patrick Moeszinger
 1701 Nimbus Road
 Rancho Cordova, CA 95670

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The invoice shall contain the following information:

- The word "Invoice" should appear in a prominent location at the top of the page(s);
- Printed name of the Grantee;
- Business address of the Grantee including P.O. Box, City, State, and Zip Code;
- Name of the Region/Division of the Department of Fish and Wildlife being billed;
- The date of the invoice and the time period covered; i.e., the term "from" and "to";
- The number of the Grant upon which the claim is based;
- The invoice must be itemized using the categories and following the format of the budget;
- The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by the Grantee under the terms of this grant;
- The original signature of the Grantee (not required of established firms or entities using preprinted letterhead invoices); and
- The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Project Manager.

8.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of the Grantee's performance under this grant since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. If there are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Lisa Gallegos

Title: Chief, Business Management Branch

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: Brent Wood

Title: Purchasing Manager

Date: _____

This agreement is exempt from DGS-OLS approval, per SCM 4.06.

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: P1382019

Grantee Name: County of Placer

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Grantee agrees that the CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.

6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.

**Exhibit 1.a – Public Entities
General Grant Provisions**Agreement Number: P1382019Grantee Name: County of Placer

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8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **LICENSES AND PERMITS (If Applicable):** The Grantee shall obtain, at its expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.
11. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of

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this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

14. CONFIDENTIALITY OF DATA: The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

15. DISCLOSURE REQUIREMENTS: Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

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16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for approval prior to starting any of the work;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

17. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, when the Grantee submits a signed Agreement to the State, the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

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The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CDFW or any other California State entity.

21. PROPERTY ACQUISITIONS: Property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture – Standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets – Items considered 'highly desirable' because of their portability and value, e.g., calculators, typewriters, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment – All computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is property of Grantee. CDFW does not claim title to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

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Title to property with a unit cost of \$5,000 or more may be retained by Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

**Exhibit 2 – Federal
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1. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESSES:** The Grantee agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:
 - a. Include qualified small, minority and women-owned businesses on solicitation lists;
 - b. Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women-owned businesses;
 - d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses;
 - e. Using the services and assistance of the Small Business Administration, the Minority business Development Agency of the U.S. Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification; and
 - f. If the Grantee awards subcontracts, requiring the subcontractor to take the affirmative steps in paragraphs A through E of this section.

2. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

3. **PRIVITY:** This Agreement is funded in whole or in part by a grant from the Federal Government. Neither the United States nor any of its departments, agencies, or employees are, or will be, a part to this Agreement or any lower tier subcontract or to any solicitation or request for proposal.

4. **COMPLIANCE WITH FEDERAL REGULATIONS:** The Grantee understands that the State is obligated, in accordance with its assistance Agreement with the Federal Government, to comply with the provisions of federal regulations contained in Title 48 Code of Federal Regulations (CFR) Part 31 and any conditions in the grant Agreement and any amendments thereto. In order to ensure that the State can meet these obligations, the Grantee warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with: 1) all applicable provisions of Title 48 CFR Part 31; and 2) all general and special conditions contained in the Agreement.

5. **COPYRIGHTS:** The Grantee agrees to and does hereby grant to the Federal Government, a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this Agreement; and

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b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.

6. **STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM:** The Grantee and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:

a. Permit preparation of reports required by Title 48 CFR Part 31 (including those required by Title 48 CFR part 31.40 and 31.41) and statutes authorizing the grant.

b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

A requirement to this effect shall be placed in all subcontracts related to performance of work under this Agreement.

7. **APPLICABLE COST PRINCIPLES:** The cost principles for this Agreement are applicable as set forth below (Office of Management and Budget (OMB):

- a. OMB Circular 21 – Education Institutions;
- b. OMB Circular A-87 – State, Local or Indian Tribe Governments;
- c. OMB Circular A-122 – Cost Principles for Non-Profit Organizations;
- d. OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations; or
- e. Title 48 CFR Part 31 – For-Profit Organizations

Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Grantee or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

8. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the US Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress of any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds.

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The California Department of Fish and Wildlife (CDFW) has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

9. **ENVIRONMENTAL QUALITY:** The Grantee and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and, Title 40 CFR part 15.

The Grantee shall comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ. L. 94-163).

10. **RECYCLED PAPER:** The Grantee agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to the State. This requirement does not apply to reports which are prepared on form supplied by the Federal Government. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
11. **SINGLE AUDIT ACT:** To the extent applicable, the Grantee shall be subject to and shall comply with the provisions and requirements of the Single Audit Act of 1984 (Pub. L 98-502) and implementing policies, procedures and guidelines, including applicable circulars issued by the Federal OMB.
12. **FEDERAL ASSURANCES:** It is further agreed that by signing this Agreement, the Grantee is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of CDFW on the basis of race, color, national origin, age, sex (in education activities) or disability.
13. **COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 2006 (FFATA):** As a recipient of a federal contract, grant or other federal funds, the State is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about the State's contractors, grantees and sub-recipients of that federal funding. The Grantee, as a sub-recipient of federal funds, agrees to provide the State with data required under the FFATA unless exempted under that act. Grantee shall complete a Grantee's FFATA Certification form (State form) and submit it as instructed, on or before execution of the agreement. If not exempt the Grantee shall create a registration, or update its data if already registered, on the federal Contractors Central Registry (CCR) at www.bpn.gov/ccr. A DUNS number is required for the CCR registration and must be included on the FFATA Certification form. Grantee agrees to update its CCR registration and notify the State if there is a material change to its CCR data or its exemption status changes.

