



COUNTY OF PLACER
Community Development/Resource Agency

**PLANNING
SERVICES DIVISION**

Michael J. Johnson, AIPC
Agency Director

E.J. Ivaldi, Deputy Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, AIPC
Agency Director

By Loren Clark, Assistant Agency Director

DATE: June 17, 2014

SUBJECT: PLACER COUNTY CONSERVATION PLAN CONTRACT AMENDMENTS AND BUDGET REVISION

ACTIONS REQUESTED

1. Authorize the Chairman to sign a Budget Revision increasing the Planning Service Division's budget revenues and expenditures in the amount of \$87,000 from the General Fund to provide for funding to continue work on the Placer County Conservation Plan (PCCP) and County Aquatic Resources Program (CARP). The \$87,000 will be fully reimbursed through federal grant funding in FY 2014-15;
2. Approve a contract amendment with ICF Jones & Stokes, Inc. for support in reviewing and revising portions of the PCCP Conservation Strategy in the amount of \$297,115 (for a total aggregate amount of \$381,955) and authorize the County Executive Officer to sign the contract amendment; and
3. Approve a contract amendment with TRA Environmental Sciences, Inc. for continued preparation of the PCCP and CARP in the amount of \$28,000 (for a total aggregate amount of \$1,376,895) and authorize the County Executive Officer to sign the contract amendment; and
4. Approve a contract amendment with Salix Consulting, Inc. for continued preparation of the Placer County Conservation Plan and County Aquatic Resources Program in the amount of \$87,000 from the General Fund (for a total aggregate amount of \$292,325) and authorize the County Executive Officer to sign the contract amendment; and
5. Authorize the County Executive to sign the Statement of Responsibilities Regarding Preparation of an Environmental Assessment for the Placer County Conservation Plan.

There are no net County costs associated with these actions.

BACKGROUND

The Planning Services Division is continuing with the preparation of the PCCP and CARP as well as permit discussions with the Wildlife Agencies. The PCCP work program is presently focusing

on completing the draft conservation strategy with the preparation of Chapters 1 through 6 and an Agency-review draft of the CARP document. In April, the County received both verbal and written comments from Wildlife Agencies (California Department of Fish and Wildlife and U.S. Fish and Wildlife Service) and Regulatory Agencies (U.S. Army Corps of Engineers and U.S. Environmental Protection Agency) reviewing the PCCP's conservation strategy (Chapter 5). Comments have not been received from National Marine Fisheries Service (NMFS). Staff and the PCCP consultant team are working to respond to the comments received on the conservation strategy and have scheduled a series of meetings that began on May 22, 2014 to revise the conservation strategy with the Wildlife Agencies and initiate preparation of the draft EIR/EIS.

Although the current focus of the PCCP work program is to revise the conservation strategy, there are a number of other tasks that can be completed concurrently which would advance the overall PCCP work schedule (Exhibit A). The recommended actions in this report would allow for these additional tasks to be completed. These tasks include the preparation of PCCP chapters including Monitoring and Adaptive Management (Chapter 7), Alternative to Take Analysis (Chapter 11), as well as providing additional technical support for the conservation strategy for vernal pool critical habitat issues, prepare a climate change discussion, and coordination with NMFS on salmonid issues. In addition, a new task is proposed which will focus on facilitation between the County and Lincoln and the wildlife agencies to insure that the next version of the conservation strategy is the final version prior to public distribution of PCCP documents.

To accomplish revisions to the conservation strategy and the additional work program tasks, staff is proposing to double the consultant team effort by amending our current EIR/EIS contract with ICF to perform work on these concurrent tasks. With these additional resources the work program will save time and monies and will accelerate the program schedule. The primary objective is to have a public review draft PCCP and Environmental Impact Report /Environmental Impact Statement (EIR/EIS) being assembled in the fall of 2014. As detailed below, the total of \$412,115 is being requested to amend existing consultant contracts and one budget revision increasing Planning's budget revenues and expenditures in the amount of \$87,000 is being requested to continue work on the PCCP.

ICF Jones & Stokes, Inc.

ICF Jones & Stokes (ICF) has been under contract with Placer County since May 2004 to prepare an environmental impact report (EIR) and environmental impact statement (EIS) for the PCCP. One of the tasks (Task 15) under the current EIR/EIS contract is to provide strategic advice on the PCCP. A contract amendment of \$297,115 is required to fund coordination work that will support Placer County in reviewing and revising portions of the PCCP currently being prepared by TRA. This amendment will augment the current EIR/EIS contract. This task includes providing strategic advice to Placer County on the development of the PCCP to ensure the plan meets the regulatory requirements of the state and federal wildlife agencies. In addition, ICF will review, revise and peer review key chapters of the PCCP. A complete description of the scope of work associated with the proposed contract amendment is provided in Exhibit B. Funding for this contract amendment will come from the Planning Division's budget and Agency and Community Support budget.

TRA Environmental Sciences

TRA is under contract with the Planning Services Division to prepare the PCCP conservation strategy, the species impact analysis, and the PCCP document and coordinate the conservation strategy for the County Aquatic Resources Program. A contract amendment of \$28,000 is required to fund coordination work that will support ICF's efforts with background material, attendance at meetings, and editorial conferences. A complete description of the scope of work

associated with the proposed contract amendment is provided in Exhibit C. Funding for the contract amendment will come from the Planning Services Division's budget.

Salix Consulting Inc.

Salix Consulting Inc. is currently under contract with the Planning Services Division to prepare portions of the County Aquatic Resources Program and the supporting documents needed to obtain a series of related aquatic resources regulatory permits. A contract amendment of \$87,000 is requested in order to continue work on the CARP document, finalize the various Clean Water Act permits and all supporting documents, support County Counsel in updating existing County ordinances, and provide ongoing support to the PCCP program. A complete description of the scope of work associated with the proposed contract amendment is provided in Exhibit D. A Budget Revision (Exhibit E) has been prepared for this request. All of the funding for this contract amendment will be reimbursed through the Section 6 grant program.

Statement of Responsibilities

The environmental effects of the implementation of the PCCP must be analyzed under the California Environmental Quality Act as well as the federal National Environmental Policy Act or NEPA. It has been previously determined that the NEPA analysis will occur under a joint EIR/EIS and ICF was selected as the contractor to prepare both documents. Placer County is the lead agency under CEQA and the USFWS is the lead agency under NEPA. The USFWS has a Statement of Responsibilities document that is similar to the three-party contracts that the County uses with land development proponents and EIR preparers.

Because staff is now proceeding with the preparation of the EIR/EIS, the USFWS is requesting that the County and ICF (EIS preparer) sign a Statement of Responsibilities Agreement. The Agreement establishes an understanding between the parties regarding the procedures to be followed and the responsibilities of each party in the EIS preparation. The Agreement also recognizes the County's obligation to pay the consultant for preparation of the EIS. As discussed in this memo, ICF has been under contract with the County since May 2004. A copy of the Agreement is provided in Exhibit F.

FISCAL IMPACT

The total amount of the three contract amendments is \$412,115. The Planning Services Division will utilize \$325,115 in unencumbered funds to fund the majority of tasks associated with these actions. A Budget Revision is requested in order to appropriate \$87,000 to Planning's budget with offsetting revenues from the federal Cooperative Endangered Species Conservation Fund (Section 6) grant program will cover 100 percent of these costs in fiscal year 2014/2015 resulting in no new net County costs.

The PCCP finance plan will include a cost recovery component that will reimburse all General Fund revenues used to development the PCCP. Additionally, the County and the City of Lincoln have executed a memorandum of understanding that will insure that the City of Lincoln reimburses the County for its fair share of plan development costs once the plan is being implemented.

Exhibits:

- Exhibit A: PCCP Work Program Schedule 2014-2016
- Exhibit B: First amendment to planning services agreement professional consultant services – ICF Jones & Stokes
- Exhibit C: Eighth amendment to planning services agreement professional consultant services – TRA Environmental Sciences, Inc.

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- Exhibit D: Fifth amendment to planning services agreement professional consultant services
– Salix Consulting, Inc.
- Exhibit E: Planning Services Division Budget Revision for the amount of \$87,000
- Exhibit F: Statement of Responsibilities Regarding Preparation of an Environmental
Assessment for the Placer County Conservation Plan

cc: Jennifer Byous, Planning Division
Allison Carlos, County Executive Office
David Zippin, ICF
Thomas Reid, TRA
Jeff Glazner, Salix
Brent Helm, Tansley Team, Inc

PCCP Work Program Schedule 2014-2016

	2014												2015												2016											
	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Administrative Draft PCCP Document																																				
Public Review Draft PCCP Document																																				
Draft Implementing Agreement																																				
Implementing Agreement																																				
Administrative Draft CARP Document																																				
Public Review Draft CARP Document																																				
Draft/Final MOU																																				
SHPO Agreement																																				
County Program ILF Draft/Final Prospectus																																				
County Program ILF Instrument																																				
Administrative Draft Finance Plan																																				
Public Draft Finance Plan																																				
Administrative Review Draft EIR/EIS Document																																				
Public Review Draft EIR/EIS Document																																				
Final EIR/EIS Document																																				
Finding/Approval/Permit Issuance																																				

**FIRST AMENDMENT TO PLANNING SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES – JONES & STOKES ASSOCIATES, INC**

THIS FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2014, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and JONES & STOKES ASSOCIATES, INC, hereinafter referred to as CONSULTANT.

WHEREAS, on April 6, 2010, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to additional services to be provided by Consultant under said contract and the compensation for those additional services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1 of the original Contract shall be amended to provide for the additional services and compensation as follows:

The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services shall not exceed \$297,115.00 as set out in Exhibit "A".

2. That sections 9 and 10 of the original Contract shall be amended to provide updated insurance and indemnity language as set out in Exhibit "B".
3. The COUNTY agrees to pay to CONSULTANT \$381,955.00 as the sole compensation under the Contract and as amended by this First Amendment.
4. That CONSULTANT Jones & Stokes Associates, Inc. shall hereafter be known as ICF Jones & Stokes, Inc.

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

COUNTY OF PLACER:

By: _____
David Boesch, County Executive Officer

Date: _____

ICF Jones & Stokes, Inc.:

By: _____

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael J. Johnson, AICP
Agency Director

Date: _____

Supplemental Tasks for Placer County Conservation Plan Scope of Work

This scope of work (scope) describes how ICF Jones & Stokes, Inc. (ICF) will support Placer County in reviewing and revising portions of the Placer County Conservation Plan (PCCP) currently being prepared by Thomas Reid Associates Environmental Services, Inc (TRA). ICF has an existing contract (CN012861) that will be augmented to perform the proposed work. Task 15 under this contract describes strategic advice that ICF will provide Placer County to assist with development of the PCCP. Placer County would like to augment the current contract with the seven subtasks, under task 15, outlined below. This scope describes tasks that support the development of the PCCP to ensure the plan meets the regulatory requirements of the state and federal wildlife agencies (U.S. Fish and Wildlife Service [USFWS], National Marine Fisheries Service [NMFS], and California Department of Fish and Wildlife [CDFW]). ICF will review and revise key chapters of the PCCP as discussed below, including Chapters 2, 4, 5, 7, 10, and 11.

Task 15.1. Chapters 2 and 4 – Covered Activities and Impact Assessment

ICF will review, edit, and comment on the current administrative drafts of Chapters 2 and 4 of the PCCP (as of April and May 2014). The purpose of the review is to ensure that Chapters 2 and 4 meet the regulatory standards for the federal and state Endangered Species Act compliance processes and provide adequate information in support of analyses for the EIR/EIS to satisfy the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

Deliverables: Edits and comments on Chapters 2 and 4 provided to Placer County and TRA.

Task 15.2. Chapter 5 – Critical Habitat and Recovery Plan Core Area Review

ICF will review the PCCP strategy for avoiding adverse modification of critical habitat and meeting U.S. Fish and Wildlife Service criteria in the Recovery Plan for Vernal Pool Ecosystems of California and Southern Oregon. The Recovery Plan proposes a core area where recovery actions are focused and recommends that 85 percent (or 26,420 acres) of the core area be protected. Portions of the Recovery Plan's critical habitat boundary and vernal pool recovery area boundary are located in the PCCP Area. The current conservation strategy would protect 47 percent (or 14,509 acres) of the core area and additional vernal pool complexes outside the core area. However, the Recovery Plan allows for alternative strategies, such as the development of Habitat Conservation Plans, to conserve species' habitat and meet the recovery criteria. ICF will review the current conservation strategy and provide a biological justification that the current strategy (based on the Reserve Acquisition Area) is a sound alternative to the Recovery Plan and

will still help meet its goals. This task assumes that Placer County and its consultants will provide ICF with any GIS data necessary to conduct the analysis.

Deliverables: Edits and comments on the critical habitat and core area analysis provided to Placer County. A revised administrative draft strategy, including tables and figures as needed, provided to USFWS for their review.

Task 15.3. Chapter 5 – Conservation Strategy

ICF will review the current administrative draft of Chapter 5 including comments provided by USFWS and CDFW (as of May 2014). We will conduct this review to identify ways to revise the chapter to address the remaining agency comments. In addition to this review, ICF will facilitate up to eight (8) meetings with the wildlife agencies that will be focused on successful resolution of issues identified in the comments, primarily those associated with covered vernal pool species. These meetings will occur monthly or twice-monthly through October 2014. The first set of meetings will focus on the issues raised in the comments. A second set of meetings will focus on the required changes to the chapter to ensure all concerns are addressed. A third set of meetings will consist of internal participating agency discussion on the requested changes. At all meetings, “live” editing of the chapter will be used as needed to reach rapid agreement on text in the chapter.

The final deliverable for this task will be a revised Chapter 5 (revised administrative draft) that will be developed in collaboration with County, City of Lincoln, and Placer County Water Agency staff; the biological working group (state and federal agencies), and TRA.

Deliverables: Initial edits and comments on Chapter 5; meeting agendas and documentation of meeting decisions and next steps in meeting minutes; a revised administrative draft of Chapter 5 (PDF and Word file).

Task 15.4. Chapter 7 – Monitoring and Adaptive Management

Once issues associated with Chapter 5 are resolved, ICF will revise Chapter 7 in compliance with wildlife agency requirements and demonstrated consistency with the 1-2-3 monitoring protocol being developed by the U.S. Environmental Protection Agency. Chapter 7 will focus on monitoring and adaptive management requirements during the 50-year permit term and in perpetuity after the term expires. This chapter is linked to the conservation strategy (Chapter 5) in terms of ensuring the biological goals and objectives are met. It is also linked to the finance plan (Chapter 9) in that monitoring and management are about 40 percent of the PCCP program operating costs. ICF will work closely with Sally Nielson to integrate estimated costs of the monitoring program into the funding analysis.

Deliverables: A final administrative draft of Chapter 7 (PDF and Word file).

Task 15.5. Climate Change Additions

ICF will develop a section on climate change for Chapter 10. A climate change discussion will also be integrated into Section 3.4 (Trends and Foreseeable Change) of Chapter 3. The climate change section of the Assurances chapter will provide a general description of the foreseeable impacts of climate change.

An additional appendix may be developed, but is not currently scoped, that evaluates the potential impacts of climate change on covered species. This discussion would identify key environmental sectors that likely will be affected by climate change (e.g., water resources, fire management, and endangered species) and will be incorporated into the EIR/EIS. The appendix will include a summary of applicable statewide and national guidance documents that address climate change adaptation.

Deliverables: Revisions to Chapter 10 that include a more comprehensive approach to addressing climate change as a changed circumstance; additions to Chapters 3 and 5 (PDF and Word file).

Task 15.6. Chapter 11 – Alternatives to Take Analysis

The Endangered Species Act requires that incidental take permit applicants specify in the Habitat Conservation Plan what alternative actions to the take of listed species were considered and the reasons why those alternatives were not selected. ICF will develop the Alternatives to Take analysis and chapter (Chapter 11) for the PCCP. This task will involve coordinating with the agencies to identify alternative measures that avoid or minimize the potential for take of species covered in the PCCP. We assume that the approach taken in Chapter 11 will be the same as that taken in the Santa Clara Valley HCP/NCCP. In that plan, the species evaluated were limited to covered wildlife (not plants) and the take analysis was conducted species-by-species based on the take mechanisms for each species. We assume that we will not construct alternative conservation strategies or alternative permit approaches (e.g., different permit terms, permittees, or covered species) for the alternatives to take assessment. The final work product will be an administrative draft of Chapter 11.

Deliverables: A final administrative draft of Chapter 11 (PDF and Word file) delivered to Placer County.

Task 15.7. Coordination with National Marine Fisheries Service (optional)

The participation of the National Marine Fisheries Services (NMFS) is essential to the coverage of fish under the plan. Currently, NMFS is not regularly engaging in the project. A meeting is scheduled with the West Coast Regional Administrator, Will Stelle, in late May/early June, with the hope of re-engaging NMFS in the project.

This task supports follow-up work needed to respond quickly to issues that NMFS might raise, including additional coordination with Sarah at TRA. ICF will facilitate up to three additional (3)

meetings with the NMFS and wildlife agencies that will be focused on successful resolution of fish-related issues. The final deliverable for this task will be a revised Chapter 5 (revised administrative draft) that will be developed in collaboration with County, City of Lincoln, and Placer County Water Agency staff; the biological working group (state and federal agencies); and TRA to address fish in the PCCP.

Deliverables: Initial fish-specific edits and comments on Chapter 5; meeting agendas and documentation of meeting decisions and next steps in meeting minutes; a revised administrative draft of Chapter 5 (PDF and Word file).

Table 1. Cost Estimate for Placer County Conservation Plan

Task	Employee Name	Consulting Staff								Production Staff			Labor Total	Total Price
		Baker Nic	Bemazzani Pao	Berryman Ell	Haire Jen	Preston Rob	Sloan Reb	Zippin Dav	Bruzgul Jud	Kozlowski Jef	Editor	Subtotal		
		Sr Consult II	Sr Consult III	Tech Dir	Sr Consult II	Sr Consult II	Sr Consult II	Sr Proj Dir	Sr Consult III	Sr Tech Analyst				
Task 15.1. Covered Activities and Impact Assessment		12	16	24	4			12			\$14,260	8	\$760	\$15,020
Task 15.2. Critical Habitat and Core Area Review		4	2	60	60			4			\$25,760		\$0	\$25,760
Task 15.3. Conservation Strategy Facilitation and Revision											\$0		\$0	\$0
Task 15.3.1 Meetings and Facilitation		48	16	60				40			\$34,960		\$0	\$34,960
Task 15.3.2 Chapter Revision			30	90	90	60	60	40			\$71,250	48	\$4,560	\$75,810
Task 15.4. Monitoring and Adaptive Management		69	60	100	24	24	24	24			\$63,785	24	\$2,280	\$66,065
Task 15.5. Climate Change Additions		32	32	8			4	4	32		\$20,960	8	\$760	\$21,720
Task 15.6. Alternatives to Take Analysis				24			60	16			\$19,500	16	\$1,520	\$21,020
Task 15.7. Coordination with NMFS				56					96		\$34,480	24	\$2,280	\$36,760
Total hours		165	156	422	178	84	148	140	32	96		128		
ICF E&P 2014 Billing Rates		\$165	\$190	\$230	\$165	\$165	\$165	\$255	\$190	\$225		\$95		
Subtotals		\$27,225	\$29,640	\$97,060	\$29,370	\$13,860	\$24,420	\$35,700	\$6,080	\$21,600	\$284,955	\$12,160	\$12,160	\$297,115
Total price														\$297,115

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EXHIBIT "B"

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PLACER COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PLACER COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means the County of Placer, its officers, agents, employees, and volunteers.

2. INSURANCE:

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:-VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "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 the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

→One million dollars (\$1,000,000) each occurrence

→Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "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 the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

8. Additional Requirements:

Premium Payments - The insurance companies shall have no recourse against the 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.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

*****SOLE PROPRIETER LANGUAGE:**

Workers' Compensation

CONSULTANT represents they have no employees and, therefore, not required to have Workers Compensation coverage.

CONSULTANT agrees 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.

**EIGHTH AMENDMENT TO PLANNING SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES – TRA ENVIRONMENTAL SCIENCES, INC**

THIS EIGHTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2014, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and TRA ENVIRONMENTAL SCIENCES, INC., hereinafter referred to as CONSULTANT.

WHEREAS, on April 6, 2010, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to additional services to be provided by Consultant under said contract and the compensation for those additional services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1 of the original Contract shall be amended to provide for the additional services and compensation as follows:

The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services shall not exceed \$28,000 as set out in Exhibit "A".

The CONSULTANT agrees to comply with the additional requirements as set forth by Department of Fish and Game in Exhibit "B" attached hereto and incorporated herein by reference.

2. The COUNTY agrees to pay to CONSULTANT \$1,376,895.00 as the sole compensation under the Contract and as amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh and this Eighth Amendment.

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

COUNTY OF PLACER:

By: _____
David Boesch, County Executive Officer

Date: _____

CONSULTANT:

By: _____
Paula Hartman, Esq. President
TRA Environmental Sciences, Inc.

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael J. Johnson, AICP
Agency Director

Date: _____



545 Middlefield Road, Suite 200
Menlo Park, CA 94025-3472
Tel: (650) 327-0429
Fax: (650) 327-4024
www.TRAenviro.com

May 16, 2014

Mr. Loren E. Clark, Assistant Director of Planning
Placer County Community Development Department
3091 County Center
Auburn, California 95603

Subject: Proposal for Consultant Team Coordination and Agency Meetings Summer 2014,
Placer County Conservation Plan

Dear Mr. Clark:

The following task provides supplemental services for the continued preparation of the Placer County Conservation Plan (PCCP).

1. **Coordinate with ICF International.** ICF International, the CEQA/NEPA contractor has been added to the team preparing the Agency Draft PCCP Document. TRA will provide support for the ICF effort with background material, attendance at meetings, and editorial conferences.
2. **Agency Meetings.** The County has scheduled a suite of agency meetings to resolve issues over the proposed conservation plan. TRA will attend and assist in the additional meetings as directed.

We suggest a budget augmentation of \$28,000 to cover the time frame from May 1, 2014 through July 30, 2014. This would supplement our current budget for the current fiscal year for technical work on the PCCP and would apply specifically to the additional effort you have scheduled for the summer 2014.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Thomas Reid". The signature is written in a cursive, slightly slanted style.

Thomas S. Reid

Department of Fish and Game
Exhibit "B" - Federal Provisions

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 Contractor 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 Contractor 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
 - 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. The copyright in any work developed under this Agreement; and
 - b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by 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; or
 - b. OMB Circular A-87 – State, Local or Indian Tribe Governments; or
 - c. OMB Circular A-122 – Cost Principals for Non-Profit Organizations; or
 - 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.

The DFG has the option to invalidate the contract 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 the DFG on the basis of race, color, national origin, age, sex (in education activities) or disability.

13. 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, by the primary Grantee.

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

14. 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.ccr.gov. 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..

**FIFTH AMENDMENT TO PLANNING SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES – SALIX CONSULTING, INC**

THIS FIFTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2014, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and SALIX CONSULTING, INC, hereinafter referred to as CONSULTANT.

WHEREAS, on August 24, 2011, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to additional services to be provided by Consultant under said contract and the compensation for those additional services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1 of the original Contract shall be amended to provide for the additional services and compensation as follows:

The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services shall not exceed \$80,000.00 as set out in Exhibit "A".

The CONSULTANT agrees to comply with the additional requirements as set forth by Department of Fish and Game in Exhibit "B" attached hereto and incorporated herein by reference.

2. The COUNTY agrees to pay to CONSULTANT \$285,325.00 as the sole compensation under the Contract and as amended by the First, Second, Third, Fourth and this Fifth Amendment.

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

COUNTY OF PLACER:

By: _____
David Boesch, County Executive Officer

Date: _____

CONSULTANT:

By: _____
Jeff Glazner, President

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael J. Johnson, AICP
Agency Director

Date: _____



May 20, 2014

Loren Clark
Placer County CDRA
3091 County Center Drive
Auburn, CA 95603

Re: Request for Supplement to Scope of Work and Budget for PCCP/CARP project,
2014-15 fiscal year

Dear Loren:

At your request, the following describes the tasks and budget requested to continue work on the PCCP/CARP project during the 2014-15 budget year. The tasks listed are currently active and ongoing. This budget would augment our existing contract's Statement of Work.

Based on our understanding of project needs at this time and our recent levels of monthly billing, we anticipate that this budget would provide the County with approximately 12 months of service (through the end of the fiscal year, July 2015), depending on how intensely our services are utilized each month.

Please note that this estimate is based on our 2014 hourly rates and that we do not intend to increase those rates during the period covered by this estimate. The 2014 Fee Schedule is attached. The budget amount for each task includes time for Principal Biologist, Senior Biologist, Editor, GIS Technician, and Clerical Support where appropriate.

Task #	Description	Amount
1	Complete 2014 Admin Draft, Agency Review Draft, and Screencheck version of County Aquatic Resources Program (CARP) manual. Respond to County and Agency comments as requested; complete supporting figures, chapters (e.g. Definitions, References), and Appendices (e.g. BMPs and other referenced documents); complete CARP application forms; consult with County staff as necessary to complete the document.	\$ 33,490

2	Technical support, facilitation/coordination, and agency meetings with federal and state agencies and local tribes, if necessary, regarding SHPO Programmatic Agreement, RWQCB Programmatic Certification, USACOE threshold determination, and other agency requirements as needed.	22,210
3	Other Consulting Services as requested, including assistance with Critical Habitat change assessment and mapping, review of PCCP chapters as requested, consultations with County Staff, other sub-consultants, and agencies, and any other as-yet unidentified tasks (including mapping) as assigned.	20,260
5	Expenses and Administration associated with Tasks 1-3 above	4,040
	TOTAL	\$80,000

We look forward to continuing our participation with Placer County on this important task. Please do not hesitate to contact me if you need further detail or have any questions.

Sincerely,



Jeff Glazner
Principal

Attachment: Salix 2014 Fee Schedule



2014 Fee Schedule

	Title	Hourly Rate
NATURAL RESOURCES		
	Principal Biologist	145
	Senior Biologist	105
	Wildlife Biologist	95
	Botanist	95
	Associate Biologist	90
	Assistant Biologist	75
	Field Technician	60
GIS/GRAPHICS SERVICES		
	GIS Analyst	90
	GIS/Graphics Technician	75
SUPPORT SERVICES		
	Technical Editor	85
	Production/Admin Support	50

REIMBURSABLE EXPENSES

Subcontractors and direct, non-salary costs associated with document production, reproduction, distribution, and project communications include a 10% administration charge.

Mileage is charged at the IRS approved rate.

Department of Fish and Game
Exhibit "B" - Federal Provisions

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:
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 - 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 Contractor 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 Contractor 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
 - b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.
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 - c. OMB Circular A-122 – Cost Principles for Non-Profit Organizations; or
 - 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.

The DFG has the option to invalidate the contract 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.
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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 the DFG on the basis of race, color, national origin, age, sex (in education activities) or disability.

13. 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, by the primary Grantee.

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

14. 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.ccr.gov. 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..

PLACER COUNTY

PAS DOCUMENT NO.

BUDGET REVISION

POST DATE:

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
6	BR	174,000.00	2

Cash Transfer Required

Reserve Cancellation Required

Establish Reserve Required

5/30 Auditor-Controller

County Executive

Board of Supervisors

ESTIMATED REVENUE ADJUSTMENT

APPROPRIATION ADJUSTMENT

DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
06	006		100		992233	92233	7326			87,000.00
TOTAL										87,000.00

DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
06	014		100		992233	92233	2555			87,000.00
TOTAL										87,000.00

REASON FOR REVISION: TO APPROPRIATE FUNDING FOR PCCP CONTRACT AMENDMENT FOR SALIX CONSULTING, INC.
FEDERAL SECTION 6 COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND REVENUE.

Prepared by Donna Kirkpatrick Ext 3038
Department Head *Juan E. Clark*
Board of Supervisors _____

Date: 5/30/14
Page: _____

Budget Revision # _____ FOR INDIVIDUAL DEPT USE

Distribution: ORIGINAL ONLY to Auditor

EXHIBIT E
291

**STATEMENT OF RESPONSIBILITIES
REGARDING PREPARATION OF AN ENVIRONMENTAL ASSESSMENT
FOR THE PLACER COUNTY CONSERVATION PLAN**

A. Purpose

1. THIS STATEMENT OF RESPONSIBILITIES (Agreement) is between Placer County, a county organized and existing under the laws of the State of California, hereinafter referred to as "Applicant", the United States Fish and Wildlife Service "USFWS", hereinafter referred to as "Lead Agency" or "USFWS", and ICF International, an environmental consulting firm, hereinafter referred to as "Contractor."

2. The Applicant is developing a Habitat Conservation Plan (HCP) for the Placer County Conservation Plan, Placer County, California, and intends to apply to the USFWS for a permit under Section 10(a)(1)(B) of the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1544 *et seq.*) (ESA).

3. The USFWS has determined that an Environmental Impact Statement (EIS) must be prepared pursuant to the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347) (NEPA). This process is necessary prior to making a decision on the Section 10 permit action for the Placer County Conservation Plan, in accordance with 50 CFR parts 13, 17.22, 17.32. The EA must comply with all provisions of NEPA and all implementing regulations for USFWS. CDFW will also be a NEPA Cooperating Agency under 40 CFR 1501.6 for development of information and environmental analysis for the EIS.

4. An EIS can be prepared by the USFWS or by a consultant acting under the direction of the USFWS in accordance with 40 CFR 1506.5(b) and (c), 43 CFR 46.105, and 516 DM 6 Appendix 1. When a consultant prepares an EIS, the consultant shall execute a disclosure statement for inclusion in the draft and final EIS to ensure the avoidance of any conflict of interest.

5. The EIS will be prepared by the Contractor, a consultant chosen by the Lead Agency in cooperation with the Applicant.

6. The Contractor reports directly to the Chief of the Conservation Planning and Recovery Division of USFWS. The requirements of 40 CFR 1506.5(c) relating to conflicts of interest must be followed.

7. The Lead Agency requires services for the preparation of the Placer County Conservation Plan EIS; and the Contractor is willing to perform these services pursuant to the terms and conditions set out in this Agreement.

8. It is the purpose of this Agreement to establish an understanding between the parties regarding the procedures to be followed and the responsibilities of the parties in the preparation of the EIS.

B. Requirements for Preparation of the EIS

1. *General Requirements.* A number of requirements are set forth in 40 CFR 1500-1508, Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA relating to USFWS compliance with NEPA. Additional requirements relating to USFWS compliance with NEPA for its own actions, including the preparation of an EIS by a consultant chosen by the Lead Agency, are set forth in 43 CFR Part 46, the Department of Interior regulations on implementation of NEPA; in 516 DM 1-8, the Department of the Interior's Departmental Manual; and in the Fish and Wildlife Manual at series 550 FW 1-3. The parties agree to satisfy these requirements as set forth below.

2. *Control of Contractor.* Contractor agrees to report directly to the USFWS. Although the Consultant will be paid by Applicant, the Contractor is obligated to follow the directions of the USFWS in regards to NEPA. The USFWS shall make the final determination on the inclusion or deletion of any material in the EIS for purposes of satisfying NEPA requirements. The USFWS is ultimately responsible for assuring compliance with the requirements of NEPA. Applicant agrees to enter into an Agreement for Professional Services (Contractor Agreement) with the Contractor that is consistent with the terms of this Agreement. The Contractor Agreement will specify work tasks and deliverables to complete the EIS.

3. *Disclosure Statement.* The Contractor cannot have a financial or economic interest in the outcome of the Project. The Contractor agrees to execute the Disclosure Statement attached hereto as Attachment, pursuant to 40 CFR 1506.5(c) and 43 CFR 105.

4. *Payment of Contractor.* Applicant agrees to pay the Contractor for all services rendered in the preparation of the EA. Contractor agrees that the USFWS is not obligated in any manner to pay for the services rendered by Contractor in relation to the Project. USFWS will authorize changes in the scope of work. Applicant will pay any additional costs for changes in the scope of work.

5. *Schedule of EA Preparation.* The anticipated schedule for the preparation of the EIS will be set forth in coordination with all parties. The parties agree to use their best efforts to meet this schedule. The schedule may be revised from time to time as necessary to reflect changes in conditions and requirements.

6. *Draft EIS.* Contractor will have the primary responsibility for writing and revising the EIS at the direction of the Lead Agency. The Lead Agency will be given the opportunity to comment on and make changes to the EIS at agreed upon stages of its development and completion as set forth in the Schedule of EIS Preparation described in section (B)6 above. The USFWS will be responsible for filing the proposed HCP and draft EIS with the Environmental Protection Agency (EPA) for publication of its Notice of Availability in the Federal Register.

7. *Public Meetings and Comments.* The Contractor will be responsible for compiling all public comments. The Lead Agency will receive all comments on the draft EIS resulting from public review and comment period(s), and will refer them to the Contractor for inclusion in the EIS.

8. *Final EIS.* After the close of the draft EIS review and comment period, the Lead Agency will identify the issues and comments that will require inclusion in the final EIS. The Lead Agency will refer Contractor to these comments for analysis and inclusions. The Lead Agency will determine the necessary modifications to the draft EIS. The Contractor will incorporate the comments, responses and modifications into the final EIS. The Lead Agency will review the completed document and file the final EIS with EPA.

9. *Decision.* If the Lead Agency determines based on the EIS that the Placer County Conservation Plan will have significant impacts on the quality of the environment, the USFWS will prepare a Record of Decision (ROD) and render a decision on the permit application.

C. Termination and Modifications

1. This Agreement remains in effect until a decision is made on the Section 10(a)(1)(b) permit, or until the permit request is withdrawn.

2. Any party may terminate this Agreement at any time by giving written notice to the other parties.

3. This Agreement may be modified or amended only by written instrument signed by all of the parties hereto.

D. Notice

Any notice or communication that any party desires or is required to give to the others regarding the EA shall be in writing and be served personally or sent by first class mail, postage prepaid, addressed as follows:

APPLICANT: County of Placer
County Executive Office
175 Fulweiler Avenue
Auburn, CA 95603
Attn: David Boesch, County Executive Officer

USFWS: U.S. Fish and Wildlife Service
2800 Cottage Way, W-2605
Sacramento, CA 95825
Attn: Chief, Division of Conservation Planning & Recovery

CONTRACTOR: ICF International
620 Folsom Street, Suite 200
San Francisco, CA 94107
Attn: David Zippin, Vice President

E. Signatures

The parties have executed this Agreement on June 17, 2014. If the Contractor is a corporation, documentation must be provided that the person signing below for the Contractor has the authority to do so.

Placer County

By: _____
David Boesch
County Executive Officer

ICF International

By: _____
David Zippin
Vice President

UNITED STATES FISH AND WILDLIFE SERVICE

By: _____
Eric Tattersall
Deputy Assistant Field Supervisor
U.S. Fish and Wildlife Service, Sacramento Fish and Wildlife Office

