



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: March 10, 2015

SUBJECT: **Contract Amendments for the Placer County Conservation Plan**
Budget Revisions for Continuation of Placer County Conservation Plan and
Tahoe Basin Area Plan Work
Budget Revision and Initiation of Preparation of Tahoe Area Regional
Housing Needs Analysis
New Budget Appropriation for North Tahoe Regional Affordable Housing
Needs Assessment

ACTION REQUESTED

1. Approve two contract amendments with ICF Jones & Stokes Inc. for assistance with the preparation of the Placer County Conservation Plan for \$106,570, increasing the total to \$1,214,422.
2. Approve a contract amendment with MIG | TRA Environmental Sciences, Inc. for continued preparation of the Placer County Conservation Plan for \$119,960, increasing the total to \$1,746,855.
3. Approve a contract amendment with Conservation Strategy Group for advocacy services focused on the implementation of the Placer County Conservation Plan and the Placer Legacy Open Space and Agricultural Conservation Plan for \$5,667, increasing the total to \$50,667.
4. Approve a contract amendment with Dyett & Bhatia for continued preparation of the Placer County Tahoe Basin Area Plan for \$35,000, increasing the total to \$155,000.
5. Approve a new appropriation of \$50,000 for the preparation of a new North Tahoe Regional Affordable Housing Needs Assessment.
6. Approve a Budget Revision to increase the Planning Service Division budget from appropriation 10070–Community and Agency Support in the amount of \$317,197 to continue work on the Placer County Conservation Plan (PCCP) and the Tahoe Basin Area Plan. This Budget Revision will also initiate the preparation of a Tahoe Area Regional Housing Needs Analysis.

BACKGROUND

Placer County Conservation Plan

The Planning Services Division is continuing with the preparation of the Placer County Conservation Plan (PCCP) including the County Aquatic Resources Program (CARP), as well as continued conservation strategy discussions with the Wildlife Agencies. The PCCP work program is presently focusing on completing the draft conservation strategy with the preparation of an Agency-review draft document as well as working on the environmental documents. 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 document including Chapter 5, the conservation strategy, and Chapter 6, Condition on Covered Activities.. Comments have not been received from National Marine Fisheries Service (NMFS). Staff is working with NMFS to accelerate its review. County Staff and the PCCP consultant team are working to respond to the comments received on the documents and are meeting regularly with the Wildlife Agencies to revise the planning document and initiate preparation of the draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS).

Although the current focus of the PCCP work program is to revise the planning document focusing on the conservation strategy, there are a number of other tasks that are being completed which will advance the overall PCCP work schedule. This work program includes development of a preliminary draft Chapter 9, Cost and Funding document, which includes technical appendices and related supporting reports and worksheets on costs and funding. The funding plan is also being evaluated through a peer review with Economic Planning Systems that is funded by landowners. To accomplish revisions to the PCCP planning document and the additional work program tasks, staff is requesting amendments to the contracts with MIG/TRA Environmental Sciences, and ICF Jones and Stokes. Descriptions of the requested amendments are discussed below.

ICF Jones & Stokes Inc.

ICF Jones & Stokes (ICF) has been under contract with Placer County since May 2004. One contract is for the preparation of an Environmental Impact Report (EIR) and Environmental Impact Statement (EIS), a second for the purpose of assisting in the preparation of the PCCP Conservation Strategy. Since 2004 there has been no adjustment to the billing rates of ICF. The first contract amendment would adjust the billing rates so that they are current for 2015. The adjustment in billing rates will result in a \$51,530 increase in the EIR/EIS contract. Attachment 1 is a brief scope of work that reflects these adjustments in the billing rates.

A contract amendment to ICF's second contract is expanded to include tasks that focus on the preparation of chapters of the conservation strategy and supporting documentation. A contract amendment of \$55,040 will fund revisions to the conservation strategy chapters of the PCCP and three implementation chapters (Chapters 2, 6, 7, 10 and 11) in order to address agency comments. A complete description of the scope of work associated with the proposed contract amendment is provided in Attachment 2.

MIG/TRA Environmental Sciences

MIG/TRA Environmental Services (TRA) is under contract with the Planning Services Division to provide supplemental services for the continued preparation of the PCCP, including modifications to the PCCP conservation strategy based upon the review by the Wildlife Agencies and preparation of the public review draft document. A contract amendment for \$119,960 is required to fund tasks for the PCCP from March 10, 2015 through June 30, 2015. This

augmentation is anticipated to allow completion of progress for tasks related to PCCP support. These tasks include:

- Preparing the Second Agency Review Administrative Draft PCCP;
- Compiling the Public Review Draft;
- Participation in stakeholder and agency meetings;
- PCCP Agency Review responses;
- Ongoing revisions to technical analysis;
- Providing information to and reviewing work products from HEG and its subcontractors; and
- Assisting the CEQA/NEPA contractor (ICF) in integrating the PCCP into the EIR/EIS.

Preparing the Second Agency Review Administrative Draft PCCP and compiling the Public Review Draft are the primary focuses for this scope of work. A complete description of the scope of work associated with the proposed contract amendment is provided in Attachment 3.

Conservation Strategy Group

Conservation Strategy Group (CSG) has been under contract with CDRA since March of 2004 for strategic planning services in support of the PCCP and Placer Legacy. Originally, the County had both an advocacy contract managed by the County Executive Office and the planning services contract managed by CDRA. When the recession impacted discretionary spending from the General Fund, a number of contract services were terminated including the advocacy contract with CSG.

Because the PCCP is expected to be implemented in FY 2016-17 and early implementation tasks will be initiated in FY 2015-16 (e.g., JPA formation and local ordinance amendments) it was determined that an expansion of the CSG's role in advocacy would be appropriate. A contract amendment for \$5,667 through June 30, 2015 will fund advocacy activities that focus on assisting the County with being competitive for Proposition 1 funding for Placer Legacy and the PCCP, and to work on language in the anticipated 2016 Parks Bond (e.g., SB 317 - DeLeon). The PCCP will need significant matching funds on an annual basis from grant funds; primarily from State issued bonds and other State-managed programs. A complete description of the scope of work associated with the proposed contract amendment is provided in Attachment 4.

Tahoe Basin Area Plan

The Planning Services Division is continuing with the preparation of the Tahoe Basin Area Plan. The Tahoe Basin Area Plan work program is presently focusing on completing the Public Review Draft Area Plan and a Notice of Preparation (NOP) for the preparation of the EIR/EIS. The County received verbal and written comments from Tahoe Regional Planning Agency (TRPA) on a first administrative draft Area Plan. Staff has been working to address concerns raised by TRPA and has made adjustments to the Area Plan based on input received. Staff has modified the Area Plan's approach so that the Plan better illustrates the County's on-going investment in environment improvements in the Basin, and also identifies an environmental enhancement strategy for the next 20 years. Staff and the Tahoe Basin Area Plan consultant team are working to release a Public Review Draft Area Plan and NOP in April 2015, and are targeting an early 2016 Board adoption, followed by a spring 2016 TRPA submittal of the Area Plan.

Dyett & Bhatia

Dyett & Bhatia has been under contract with Placer County since December 2013 to assist in the preparation of the Tahoe Basin Area Plan. A contract amendment for \$35,000 is required to fund the needed adjustments to the Area Plan based on TRPA direction. The final preparation of the Public Review Draft Area Plan includes:

- Restricting the Area Plan from consisting of individual documents into one integrated document,
- Revisions of all documents, maps, and figures prepared to date to reflect TRPA suggested changes,
- Participation in additional Area Plan meetings, and
- Technical analysis of changes to land use and development standards.

A complete description of the scope of work associated with the proposed contract amendment is provided in Attachment 5.

Housing Element Implementation

The Planning Services Division continues efforts to implement the County's Housing Element and is currently working with the Town of Truckee, the Martis Fund, and the Tahoe Truckee Community Foundation to prepare a Regional Housing Affordability Needs Assessment for the North Tahoe Region. The Tahoe Truckee Community Foundation will be contracting with a consultant to prepare the Assessment. The Assessment will include review of existing local housing market conditions in the North Tahoe Region and will identify affordable housing needs in the Region. The Assessment is intended to focus on workforce housing needs of year-round workforce households in the Region including the Town of Truckee, and surrounding areas of eastern Placer County from the Town boundary to North Lake Tahoe, west to Crystal Bay, east to Tahoe City, and south to Tahoma, as well as communities within Donner Summit. The Assessment will be funded by all participating partners and will be organized so that resulting information will be useable by all partners for affordable housing planning purposes in each respective jurisdiction.

The funding agreement will be provided to the Board for its consideration at a future meeting following negotiations on the terms of the agreement. No funds will be disbursed or expended until the agreement is executed. The Board's action today is to consider a budget revision in the context of the other budget revision requests from CDRA. A copy of the draft agreement is attached as Attachment 6.

FISCAL IMPACT

The total amount of the five contract amendments is \$267,197 and will be funded from Planning Division's FY 2014-15 budget. In addition, the budget revision includes \$50,000 for the Regional Housing Affordability Needs Assessment for the North Tahoe Region associated with a funding agreement. The expenditure of the \$50,000 will only occur after the Board considers the agreement at a subsequent hearing date. 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.

ATTACHMENTS:

- Attachment 1: Fifth amendment to the EIR/EIS planning services agreement for professional consultant services – ICF Jones & Stokes
- Attachment 2: Third amendment to the planning services agreement for professional consultant services – ICF Jones & Stokes

Attachment 3: Ninth amendment to planning services agreement for professional consultant services – MIG/TRA Environmental Sciences, Inc.

Attachment 4: First amendment to the strategic planning services agreement for professional consultant services – Conservation Strategy Group

Attachment 5: First amendment to the planning services agreement for professional consultant services – Dyett & Bahtia

Attachment 6: DRAFT Funding Agreement for the Regional Housing Affordability Needs Assessment for the North Tahoe Region

Attachment 7: Budget Revision

cc: Donna Kirkpatrick, CDRA
Bryan Hacker, County Executive Office
Sally E. Nielsen, HEG
Thomas Reid, TRA
David Zippin, ICF

**FIFTH AMENDMENT TO PLANNING SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES – ICF JONES & STOKES, INC**

THIS FIFTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2015, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and ICF JONES & STOKES, INC, hereinafter referred to as CONSULTANT.

WHEREAS, on June 8th, 2004, 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 \$51,530.00 as set out in Exhibit "A".

2. That sections 10 through 16 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 \$747,507.00 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: _____

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael J. Johnson, AICP
Agency Director

Date: _____

28

EXHIBIT A



Memorandum

Date:	February 20, 2015
To:	Loren Clark Placer County Planning Department 3091 County Center Drive Auburn, CA 95603
Cc:	Gerry Haas
From:	Sally Zeff
Subject:	Augmentation for Rate Increase - PCCP EIR/EIS

ICF Jones & Stokes (now ICF International, or ICF) has been under contract with Placer County since May 2004 to prepare the environmental impact report (EIR) and environmental impact statement (EIS) for the Placer County Conservation Plan (PCCP). Since that time the contracts covering the work have been amended to add additional tasks, but the rates for the work have not been increased. As substantial work is about to begin on preparation of the EIR/EIS, ICF Jones & Stokes requests an amendment to the contract to augment the budget to allow us to raise our rates. Our proposed rates would still be reduced from our current standard rates, in recognition of the County's budget constraints.

The total amount of the increase in the budget to allow for the rate increase is \$51,530.

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 the 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, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the 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 Placer County or 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.

CONTRACTOR 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 \$1,000,000.

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.

**THIRD AMENDMENT TO PLANNING SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES – ICF JONES & STOKES, INC**

THIS THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2015, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and ICF JONES & STOKES, 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 \$55,040.00 as set out in Exhibit "A".

2. The COUNTY agrees to pay to CONSULTANT \$466,915.00 as the sole compensation under the Contract and as amended by the First and this Second 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: _____

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael J. Johnson, AICP
Agency Director

Date: _____

EXHIBIT A

New Supplemental Tasks for Placer County Conservation Plan Scope of Work

This scope of work describes how ICF Jones & Stokes, Inc. (ICF) will support Placer County in addressing agency comments and revising Chapters 2, 4–7, and 10 of the Placer County Conservation Plan (PCCP) currently being prepared by TRA Environmental Services, Inc (TRA). ICF has been under contract with Placer County since May 2004 to prepare the environmental impact report (EIR) and environmental impact statement (EIS) for the PCCP. In 2014, ICF assumed additional work on the HCP/NCCP under task 15 of the existing EIS contract.

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

Subtask 15.1.1

Chapter 2 requires additional work before re-distribution to the Wildlife Agencies. This work includes reviewing Chapter 2 for consistency with Chapter 4 (Effect Analysis) and finalizing comment responses. Placer County distributed Chapter 2 to the Wildlife Agencies in July 2014, and the agencies submitted comments in October 2014. ICF will make changes to Chapter 2 as budget allows.

Deliverables: Responses to agency comments on the July 2014 version of Chapter 2 and other edits.

Subtask 15.1.1

Chapter 4 was re-distributed to the Wildlife Agencies on February 13, 2015. ICF will edit and respond to comments provided by Wildlife Agencies when they are received.

Deliverables: Responses to agency comments on the February 2015 version of Chapter 4.

Augment to Task 15.4. Chapter 5 – Conservation Strategy

Placer County re-distributed Chapter 5 to the Wildlife Agencies on February 13, 2015. ICF will edit and finalize the administrative draft of Chapter 5 of the PCCP (Conservation Strategy), including addressing comments.

Deliverables: Responses to agency comments on the February 2015 version of Chapter 5.

Task 15.5. Chapter 7 – Monitoring and Adaptive Management

This task is a continuation of ongoing work on the monitoring chapter as described in our initial scope of work submitted in May 2014. ICF will continue to revise Chapter 7 in compliance with wildlife agency requirements and, to the extent practicable, 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. It is not anticipated that response to Wildlife Agency comments will be required during this phase of project work.

Deliverables: An administrative draft of Chapter 7 for resource agency review (PDF and Word file).

Task 15.9. Chapter 6 – Conditions on Covered Activities

Placer County distributed Chapter 6 to the resource agencies on February 13, 2015. ICF will edit and finalize the administrative draft of Chapter 6 of the PCCP (Conditions on Covered Activities), including addressing comments provided by Wildlife Agencies.

Deliverables: Responses to agency comments on the February 2015 version of Chapter 6.

Augment to Task 15.10 Chapter 10 Assurances and Changed Circumstances

ICF will review, edit, and finalize the current administrative draft (dated February 1, 2011) of Chapter 10 of the PCCP (Assurances) for review by the County and resource agencies. ICF has already developed the climate change text for this chapter (submitted to Placer County in October 2014). We will incorporate this text into the revised chapter. Additional work will include finalizing descriptions of changed and unforeseen circumstances, and the plan amendment procedures. ICF will determine the distinction between changed and unforeseen circumstances for wildfire and flooding using techniques similar to what was used in the approved Santa Clara Valley HCP/NCCP.

Deliverables: Draft version of Chapter 10 as budget allows.

Table 1. Cost Estimate for Placer County Conservation Plan

Task	Employee Name	Consulting Staff						Production Staff				Labor Total	Total Price	
		Baker Nic	Bernazzani Pao	Berryman Ell	Zippin Dav	Wilder Ric	Gaffney Kat							
		Assoc Consult II	Sr Consult III	Tech Dir	Sr Proj Dir	Sr Consult II	Sr Consult III	Subtotal	Editor	Pub Spec	GIS			Subtotal
Task 15.1 Covered Activities and Impacts														
Subtask 15.11 Chapter 2		24	4	0	0		\$4,720	4	1		\$475	\$5,195		
Subtask 15.12 Chapter 4 (response to comments)		40	60	4	8		\$20,960				\$0	\$20,960		
Task 15.4 Conservation Strategy (response to comments)		8	8	60	24		\$22,760				\$0	\$22,760		
Task 15.5 Monitoring and Adaptive Management		60	60	24	8		\$28,860	24	6	2	\$3,140	\$32,000		
Task 15.9 Conditions on Covered Activities (response to comments)		16	8	16			\$15,440				\$0	\$15,440		
Task 15.10 Assurances and Changed Circumstances		24	4	4	2		\$6,150	4	1		\$475	\$6,625		
Task 15.12 Baseline Memo		2	2	20	5		\$6,585	4	1		\$475	\$7,060		
Total hours		174	146	128	47	0	40	36	9	2				
ICF E&P 2015 Billing Rates		\$165	\$190	\$230	\$255	\$190	\$190	\$95	\$95	\$145				
Subtotals		\$28,710	\$27,740	\$29,440	\$11,985	\$0	\$7,600	\$105,475	\$3,420	\$855	\$290	\$4,565	\$110,040	
Direct Expenses														
500.00 Subcontractor														
521.00 Meals, and Lodging														\$750
522.00 Airfares														\$500
523.01 Computer/Faxes														
523.02 Reproductions														
523.03 Equipment Rental														
523.04 Postage and Delivery														
523.05 Travel, Auto, incld. Mileage at current IRS rate (.575/mile)														\$500
523.06 GIS/CAD/MAC														
523.07 Surveys and Reports														
523.08 Per Diem at \$175/day														
523.09 Project Supplies														
529.00 Other Reimbursable Expenses														
Mark up on all non-labor costs and subcontractors:	10%													
Direct expense subtotal														\$1,750
Existing Budget														(\$55,000)
Total price														\$55,040

37

**ELEVENTH AMENDMENT TO PLANNING SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES – MIG / TRA ENVIRONMENTAL SCIENCES**

THIS ELEVENTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2015, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and MIG / TRA ENVIRONMENTAL SCIENCES, 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 \$119,960 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 \$1,746,855.00 as the sole compensation under the Contract and as amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and this Eleventh 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: _____
Daniel Iacofano
MIG / TRA Environmental Sciences

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael J. Johnson, AICP
Agency Director

Date: _____

EXHIBIT A



TRA ENVIRONMENTAL
SCIENCES

February 27, 2015

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

Subject: Proposal for Continued Services, Placer County Conservation Plan

Dear Mr. Clark:

The following tasks describe supplemental services for the continued preparation of the Placer County Conservation Plan (PCCP), including modifications to the PCCP based upon the review by the wildlife agencies and preparation of the public review draft document. The tasks that would be undertaken are listed below with tasks 1 and 2 as the primary focus for this scope of work.

1. **Response to Agency Review -- Revise PCCP Document.** We are in an ongoing process of PCCP draft review with the Agencies. MIG|TRA will continue to work with County staff to revise the PCCP document to respond to ongoing discussions with the Wildlife Agencies. It is anticipated that further technical analyses and supporting information will need to be provided during the review process.
2. **Compile Public Review Draft.** As agency concurrence is reached on the administrative draft and PCCP conservation strategy, MIG|TRA will begin to compile a document suitable for public review.
3. **Representation and Coordination.** Further participate in stakeholder and agency meetings. MIG|TRA staff shall participate, as requested, in meetings with County staff, outside counsel, and staff from participating cities and special districts. MIG|TRA shall provide documents and presentations, as needed.
4. **Ongoing Revisions to Technical Analysis.** The work program includes only minor updates to the GIS database and estimates of take and mitigation. These may include limited changes to the PCCP map or small additions to covered activities, and changes in mitigation requirements or the conditions on covered activities that may result from interchange with the Agencies and stakeholders.
5. **Assist Economics Contractor.** MIG|TRA will continue to provide information to, and review work products from, the Hausrath Economics Group and its subcontractors.
6. **Assist CEQA/NEPA Contractor.** MIG|TRA will continue to provide information to, and assist ICF and its subcontractors in integrating the PCCP into the EIR/EIS.

We suggest a budget augmentation of \$119,960 to cover the time frame from March 15, 2015 through July 1, 2015. We anticipate this augmentation will allow completion of or substantial progress on a public draft of the PCCP document and continued project support within the

PLANNING | DESIGN | COMMUNICATIONS | MANAGEMENT | TECHNOLOGY | SCIENCE

545 Middlefield Road, Suite 200 • Menlo Park, CA 94025 • 650-327-0429 • www.migcom.com • www.traenviro.com

Offices in: California • Colorado • New York • North Carolina • Oregon • Texas

overall schedule. During the PCCP preparation process, however, unscheduled changes to the PCCP can add to the above work program. Such changes may include changes in species proposed to coverage under the PCCP, changes to covered activities or to the size of the Plan area, unforeseen issues with the Agencies, and delays in policy formulation. Responding to such unanticipated changes will divert budgeted effort

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads "Thomas Reid". The signature is written in a cursive style with a large, stylized 'T' and 'R'.

Thomas S. Reid

Senior Project Manager

EXHIBIT B

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 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.
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..

**FIRST AMENDMENT TO PLANNING SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES – CONSERVATION STRATEGY GROUP**

THIS FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2015, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and CONSERVATION STRATEGY GROUP, hereinafter referred to as CONSULTANT.

WHEREAS, on December 19, 2013, 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 \$5,667.00 as set out in Exhibit "A".

2. The COUNTY agrees to pay to CONSULTANT \$50,667.00 as the sole compensation under the Contract and as amended by the First 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: _____

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael J. Johnson, AICP
Agency Director

Date: _____

EXHIBIT A

Conservation Strategy Group Lobbying Services for Placer County Scope of Services for 2015

The primary objective of a CSG/Placer County lobbying contract will be to actively engage in state agency and legislative activities that enhance opportunities for policy and funding to address Placer County PCCP funding needs.

With the passage of Proposition 1, the \$7.5 billion water bond, and Cap & Trade programs coming on line, we see many opportunities for the county to be successful in obtaining state grants for PCCP projects. The following scope of work describes how CSG services can help the county work through the grant making processes.

Scope of Services

- Monitor and report all opportunities for the county to engage in the development of state grant programs, in the water bond and from cap & trade auction revenue.
- Proactively engage executives and key staff at Wildlife Conservation Board, Sierra Nevada Conservancy, Department of Fish and Wildlife, CALFIRE and other state agencies that will administer programs that could fund PCCP and other natural resources projects in the county. (Organize and attend meetings, tours, etc.)
- Work through the guideline development process with state agencies and the county.
- Advise the county on funding strategies for priority projects.
- Work on Cap & Trade Auction Revenue funding opportunities including State Budget actions that include NCCPs as a priority. (this will be multi-year effort)
- Engage in the development and passage of legislation or budget actions related to Cap & Trade Auction Revenue to ensure funding is available for natural resources in the long-term.
- Outreach to legislators and other key decision makers and stakeholders in support for on-going funding for NCCPs.
- Work to create new funding sources for natural resources protection, including NCCPs, through a potential parks bond in 2016, or other vehicle.
- Work with a coalition of interests to ensure that Tahoe receives ample funding from Prop 1 for EIP implementation. (Current goal is \$85 million)

Additional Tasks and Responsibilities

1. Monitor legislation relevant to the county and notify the county of bills or amendments to bills that may impact county natural resources programs and projects. Initiate appropriate actions to advocate the interests of the county regarding state legislative or administrative issues.

2. Facilitate formal and informal communication with state legislators, staff members, state agency officials and staff, and maintain regular contact in order to anticipate state actions that may affect the county.
3. Monitor the actions and programs of the California Air Resources Board related to implementation of California's climate protection programs, and the California Natural Resources Agency and associated departments for their policies and programs related to land and water conservation and stewardship.
4. Monitor and report all state funding sources that may work for county natural resources projects.

Deliverables

1. Written updates on specific legislative and agency action related to contract objectives.
2. Monthly check in/strategy calls
3. Quarterly Activity Reports
4. Meetings with CEO, Placer County Planning Department, and other county departments as necessary.
5. Funding source(s) for NCCP projects

Lobbying Reporting

CSG is a registered lobbying firm and will provide all necessary reporting to meet the requirements of state law.

Agreement Terms

- Compensation and Services: Client shall pay CSG a retainer of \$1417.00 per month for services rendered.
- Term: The term of this Agreement shall commence on March 10, 2015 and shall expire on July 1, 2015. Either Party may terminate this agreement at any time for good cause with 30 days written notice.

**FIRST AMENDMENT TO PLANNING SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES – DYETT & BHATIA**

THIS FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2015, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and DYETT & BHATIA, hereinafter referred to as CONSULTANT.

WHEREAS, on December 11, 2013, 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 \$35,000.00 as set out in Exhibit "A".

2. The COUNTY agrees to pay to CONSULTANT \$155,000 as the sole compensation under the Contract and as amended by the First 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: _____
Martha Miller, Principal & Secretary

Date: _____

By: _____
Michael Dyett, Principal & Vice President

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael J. Johnson, AICP
Agency Director

Date: _____

EXHIBIT A
DYETT & BHATIA
Urban and Regional Planners

M E M O R A N D U M

To: Crystal Jacobsen
From: Martha Miller
Re: Additional Services for Placer County Area Plans
Date: October 17, 2014

The following is a summary of additional work related to the Placer County Tahoe Basin Area Plan necessary in response to the restructuring of the Area Plan document and individual parts, new direction on nomenclature, additional review meetings, and need for additional analysis and tracking of proposed changes. These work tasks include:

1. Restructuring of the Area Plan from consisting of individual documents into one integrated document;
2. Revision of all documents, maps, and figures to reflect revised nomenclature, including references to plan areas and sub-areas and use classifications;
3. Participation in additional review meetings with County and TRPA staff and other consultants; and
4. Technical analysis of changes to use and development standards.

The total estimated cost of this additional work is \$35,000. The specific work and an estimate of costs associated with these tasks is as follows.

Task 1: Restructure the Area Plan: \$10,000

Assist County staff with the restructuring of the Area Plan in response to TRPA staff feedback. The Area Plan was originally conceived to consist of a number of separate documents including an overarching policy document, separate development codes for four plan sub-areas, and other implementing ordinances. It is now anticipated that the Area Plan be one document consisting of four parts: (I) Introduction, (II) Existing Conditions, (III) Area Plan Goals and Policies, and (IV) Implementing Ordinance.

Task 2: Nomenclature and Reference Updates: \$5,000

Work completed related to the Area Plan has included numerous substantial, graphic- and map-heavy documents. Since the drafting of these documents, the names of the documents, referenced documents, study areas, plan areas, uses, and other items have changed. All of the documents, figures, and maps need to be reviewed and updated to reflect the changed nomenclature. D&B will assist staff in making these changes.

DYETT & BHATIA
Urban and Regional Planners

Task 3: Review Meetings: \$10,000

Participate in up to five project review meetings with City staff, TRPA staff, and other consultants.

Task 4: Technical Analysis of Proposed Use and Development Standards: \$10,000

Provide technical analysis of proposed use and development standards demonstrating the change from existing standards to those proposed as part of the Area Plan.

< DRAFT >
FUNDING AGREEMENT
North Tahoe Regional Affordable Housing Needs Assessment Project

THIS FUNDING AGREEMENT (“**Agreement**”) is entered into effective as of _____, 2015, (“**Effective Date**”) by and between Tahoe Truckee Community Foundation (“**Foundation**”), and Placer County, a political subdivision of the State of California (“**County**”). Foundation and County are hereinafter referred to collectively as the “**Parties**.”

RECITALS

A. Foundation plans to work with a consultant to prepare an Affordable Housing Needs Assessment for the North Tahoe Region (“**Project**”).

B. The Project has been reviewed by the County, and the County has concluded that the Project directly implements the goals and objectives of the Placer County Housing Element by reviewing existing local housing market conditions in the North Tahoe Region and identifying affordable housing needs within the Region.

C. Pursuant to the terms and conditions set forth herein, the Foundation has agreed to undertake and complete the Project, and the County has agreed to provide partial reimbursement to the Foundation for the costs of the Project.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Responsibilities of the Foundation.

The Foundation shall have full responsibility for the general administration, and management of the Project. Preparation of the project shall be completed by _____.

2. Funding Sources.

The County shall provide reimbursement to the Foundation for the costs of the Project up to a maximum of **Fifty Thousand (\$50,000)** from the County’s Community Development Resource Agency’s Planning Services Division Budget. The County shall have no obligation to provide funding from any other source.

3. Reimbursement of Costs

The Foundation may request reimbursement by the County for the costs of the Project up to the maximum amount set forth in Section 1, above. No earlier than thirty (30) days following acceptance of completion of the Project by the Foundation, the Foundation may submit an invoice for reimbursement, accompanied by such documentation as the County may reasonably require to verify the costs. County shall promptly review the invoice, may inspect the Project to confirm it has been prepared in accordance with the requirements of the County funding and may request, if necessary, additional documentation to verify the costs. Provided the Foundation warrants that all costs are qualified to be utilized for the Project in accordance with the project scope, the County shall reimburse the Foundation up to the maximum amount set forth in Section 1, above. Any and all costs of the Project which may be incurred by Foundation which exceed any funds reimbursed hereunder shall be the sole and separate responsibility of the Foundation.

4. Records; Audits.

For one (1) year after final reimbursement by the County, the Foundation shall maintain complete detailed records regarding all work on the Project reimbursed pursuant to this Agreement. Upon reasonable notice, County shall have the right to audit or inspect such records. The Foundation agrees to cooperate in any audit or inspection conducted by County relating to Project funding.

5. Indemnity.

The Foundation shall indemnify, defend and hold harmless the County and its elected and appointed officials, employees, agents and contractors from and against any and all loss, liability, cost, claim, cause of action, demand, judgment, expense, (including reasonable attorneys' fees) or damage (collectively "Claims") arising from or related to Foundation's responsibilities as set forth in Section 1, above, or its performance or failure to perform its obligations pursuant to this Agreement, except to the extent the same are attributable to the gross negligence or willful misconduct of the County.

The representations, warranties and covenants contained in this Section 8 shall survive the expiration or termination of this Agreement and remain in full force and effect as long as the Foundation owns and operates the Project.

9. Events of Default; Remedies.

Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provisions of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than thirty (30) days-notice in writing specifying the nature of the alleged default and the manner in which said default may be

satisfactorily cured. During any such thirty (30) day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. If the alleged default, is not cured in the time period identified in the notice or within an agreed-upon reasonable extension of the same, the non-defaulting party may exercise all rights and remedies available under the law for said default, including termination.

10. Miscellaneous.

10.1 Termination--Term of this Agreement. Unless earlier terminated, the term of this Agreement shall commence on the Effective Date and shall expire one (1) year after the payment of the funds by the County as provided hereunder. Except as provided in Section 9, either Party may terminate this Agreement at any time prior to such payment by providing ten (10) days written notice to the other Party.

10.2 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be given by at least one of the following methods:

(i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service;

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a non-business day.

Foundation:

Tahoe Truckee Community Foundation

Attn: _____
Phone: (530) _____
Fax: (530) _____

COUNTY:

Placer County
Community Development Resources Agency
3091 County Center Drive
Auburn, CA 95603
Attn.: Assistant Director
Phone: (530) 745-3197
Fax: (530) 745-3120

10.3 Governing Law; Venue. This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought in conjunction with this Agreement, it shall be subject to interpretation under the laws of the State of California and any legal proceedings shall be brought under the jurisdiction of the Superior Court of Placer County, State of California. The parties hereby waive any federal court removal rights that they may have.

10.4 Severability. If any term, provision, covenant or condition contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

10.5 Amendments. This Agreement may be modified or amended, in whole or in part, only by an instrument in writing, executed and acknowledged by the Parties.

10.6 Captions; Construction. The section headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

10.7 Entire Agreement. This Agreement, including the exhibits attached thereto, contains the entire agreement between the Parties with respect to the

subject matter hereof, and supersedes all prior oral and written agreements with respect thereto.

10.8 No Third Party Beneficiaries. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any rights in any person not a party hereto.

10.9 Further Assurances. The Parties agree to execute, acknowledge and deliver to the other such other documents and instruments, and to undertake such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

10.10 Due Authorization. Each Party represents and warrants that such Party's execution, performance and delivery of this Agreement has been duly authorized by all requisite actions on the part of such Party, and that the person(s) executing this Agreement on behalf of such Party have been duly authorized to do so.

10.11 No Assignment. This Agreement may not be assigned in whole or in part absent the prior written consent of the Parties.

10.12 No Waiver. No waiver of, acquiescence in or consent to any breach of any term, covenant or condition hereof shall be construed as, or constitute a waiver of, acquiescence in, or consent to, any other, further or succeeding breach of the same or any other term, covenant or condition.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Foundation:

Tahoe Truckee Community Foundation

By: _____

Its: _____

COUNTY:

PLACER COUNTY, a political subdivision of the State of California

By: _____

Chair

Board of Supervisors

Approved As to Form

County Counsel

PLACER COUNTY

PAS DOCUMENT NO.

BUDGET REVISION

POST DATE:

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
6	BR	0.00	7

- Cash Transfer Required
- Reserve Cancellation Required
- Establish Reserve Required

3/2/15  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	DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	
											06	014		100		992233			2555			5,667.00
											06	014		100		992233			2555			35,000.00
											06	014		100		992233			2555			55,040.00
											06	014		100		992233			2555			51,530.00
											06	014		100		992233			2555			119,960.00
											06	014		100		992233			2555			50,000.00
											06	021		100		992233			5002			(317,197.00)
TOTAL											TOTAL											
0.00											0.00											

REASON FOR REVISION: TO APPROPRIATE FY2014-15 FUNDING FOR PLACER COUNTY CONSERVATION PLAN (\$232,179), TAHOE BASIN AREA PLAN (\$35,000) AND NORTH TAHOE REGIONAL AFFORDABLE HOUSING NEEDS ASSESSMENT (\$50,000). THE FUNDS WILL BE REIMBURSED BY COMMUNITY AND AGENCY SUPPORT BUDGET (APPN 10070)

Prepared by Donna Kirkpatrick Ext 3038
 Department Head 
 Board of Supervisors _____

Date: 3/2/15
 Page: _____

Budget Revision # _____ FOR INDIVIDUAL DEPT USE

Distribution: ORIGINAL ONLY to Auditor

2015 MAR -2 AM 11:16

ATTACHMENT 7

56