



COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AIPC
Agency Director

PLANNING
SERVICES DIVISION

E.J. Ivaldi, Deputy Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, AICP
Agency Director

By: Jennifer Byous, Senior Planner

DATE: August 4, 2015

SUBJECT: Contract Amendments for the Placer County Conservation Plan

Action Requested

1. Approve a contract amendment with ICF Jones & Stokes, Inc. for support in reviewing and revising portions of the Placer County Conservation Plan for \$70,515 increasing the total to \$537,430.
2. Approve a contract amendment with MIG | TRA Environmental Sciences, Inc. for continued preparation of the Placer County Conservation Plan for \$196,000, increasing the total to \$1,942,855.
3. Approve a contract amendment with Hausrath Economics Group, for continued preparation of the Placer County Conservation Plan cost analysis and funding plan for \$95,000, increasing the total to \$954,362.
4. Approve a contract 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 \$42,000.

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 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, NOAA Fisheries and Wildlife and U.S. Fish and Wildlife Service) and Regulatory Agencies (U.S. Army Corps of Engineers and U.S. Environmental Protection Agency) on various draft Chapters of the PCCP document including Chapter 5, the Conservation Strategy. Chapters are at various levels of review by each Agency with County Staff and the PCCP consultant team working to respond to the comments received. Regular meetings with the Wildlife Agencies to revise the planning document and

initiate preparation of the draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS) are also occurring.

The PCCP work program is currently focusing on revising the conservation strategy and incorporating the agreed upon strategy into the planning document as well as moving from individual chapter development into a completed document for submittal. In addition, there are other tasks being completed which will advance the overall PCCP work schedule. The current schedule projects that a complete PCCP planning document with all appendices will be distributed to the wildlife and regulatory agencies by the end of the calendar year.

To accomplish revisions to the PCCP planning document and the additional work program tasks, staff is requesting amendments to the contracts with ICF Jones and Stokes, MIG/TRA Environmental Sciences, and Hausrath Economics Group. Descriptions of the requested amendments are discussed below. In addition, Conservation Strategy Group has been under contract since March of 2004 for strategic planning services in support of the PCCP and Placer Legacy. This contract is being renewed to continue enhancement opportunities for conservation policy and funding needs.

ICF Jones & Stokes Inc.

ICF Jones & Stokes (ICF) has been under contract 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. To continue their work on the PCCP through June 2016, a contract amendment to ICF's second contract in the amount of \$70,515 is required to fund tasks which will continue to support Placer County in the PCCP process. This additional work will focus on preparing various chapters and supporting documentation. In addition, the entire document will undergo a technical edit and comprehensive formatting to make it ready for publication. A complete description of the scope of work associated with the proposed contract amendment is provided in Attachment 1.

MIG/TRA Environmental Sciences

MIG/TRA Environmental Services (TRA) is under contract 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 in the amount of \$196,000 is required to fund tasks for the PCCP from July 1, 2015 through April 1, 2016. This augmentation is anticipated to allow completion of progress for tasks related to PCCP support. These tasks include:

- Response to Agency Review and Revise Administrative Draft PCCP;
- Compiling portions of the Public Review Draft including appendices;
- Participation in stakeholder and agency meetings;
- PCCP Agency Review responses;
- Ongoing revisions to technical analysis;
- Technical Analysis for pre-PCCP projects;
- 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 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 2.

Hausrath Economics Group

Hausrath Economics Group (HEG) and its subconsultants at ICF and Urban Economics, continue to be contracted to provide documentation, technical analysis, and on-going support to the development of the PCCP cost analysis and funding plan. To continue work on the PCCP through June 2016, a contract amendment in the amount of \$95,000 is required to fund tasks which will continue to support the County in the PCCP process. These funds will enable HEG and its team to work on the following tasks:

- Revising the PCCP Preliminary Draft Chapter 9 Cost and Funding document;
- Preparing a technical appendix documenting the assumptions, methods, and sources for the projections analysis used in the PCCP impact assessment;
- Developing monitoring and cost factors for the updated PCCP conservation strategy and revising the PCCP cost model and funding plan as necessary; and
- Providing on-going support to staff and the consultant team with respect to the economic aspects of PCCP development.

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 since March of 2004 for strategic planning services in support of the PCCP and Placer Legacy. The primary objective of the contract is to actively engage in state agency and legislative activities that enhance opportunities for policy development and funding programs that will address PCCP funding needs and to support the ongoing funding needs of Placer Legacy.

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 CSG's role into direct advocacy would be appropriate. A contract amendment in the amount of \$42,000 through June 30, 2016 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) and the potential for ongoing PCCP funding through Cap and Trade revenues. 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.

Fiscal Impact

The total amount of the four contract amendments is \$403,515 and is included in the Planning Division's FY 2015-16 Proposed Budget. 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.

Attachment 1 - Fourth contract amendment with ICF Jones & Stokes

Attachment 2 - Twelfth contract amendment with MIG/TRA Environmental Sciences, Inc.

Attachment 3 - Seventh contract amendment with Hausrath Economics Group

Attachment 4 - Contract with Conservation Strategy Group

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

THIS FOURTH 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 \$70,515.00 as set out in Exhibit "A".

2. The COUNTY agrees to pay to CONSULTANT \$537,430.00 as the sole compensation under the Contract and as amended by the First, Second, Third, and this Fourth 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: _____

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 finalizing the second administrative draft of the Placer County Conservation Plan (PCCP). This scope describes all tasks by ICF that are needed to achieve the second administrative draft for Placer County review. 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 contract. This scope of work adds to existing subtasks 15.7, 15.8, 15.9, and 15.10 and adds new subtasks 15.11, 15.12, 15.13, and 15.14. The other tasks and subtasks in the contract are unchanged.

Task 15.7. Alternatives to Take Analysis (Ch. 11)

Placer County distributed Chapter 11 to the wildlife agencies on December 18, 2014. Comments were received from USFWS and DFW. ICF will revise Chapter 11 and respond to the comments received already.

Deliverables: Responses to wildlife agency comments (as responses in comment bubbles).
Second administrative draft of Chapter 11 – to be included as part of the fully assembled document (see Task 15.12 below).

Task 15.8. Coordination with National Marine Fisheries Service

The participation of the National Marine Fisheries Services (NMFS) is essential to the coverage of fish under the plan. Currently, NMFS is regularly engaging in the project. There are three NMFS meetings scheduled over the summer of 2015.

This task supports follow-up work needed to respond quickly to issues that NMFS might raise, including additional coordination with the other consultant on the project, TRA Environmental Services, Inc (TRA). ICF will attend the three additional meetings with NMFS to focus on successful resolution of fish-related issues. The final deliverable for this task will be responses to their comments on Chapters 4–8 and revisions to each chapter as necessary to address their comments.

Deliverables: Responses to NMFS comments. Fish-related revisions to Chapters 4–8.

Task 15.10. Assurances and Changed Circumstances (Ch. 10)

This is a continuation of the task presented in our previous scope. ICF will review, edit, and finalize the current administrative draft of Chapter 10 (dated February 1, 2011) for review by the Placer County and wildlife 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.

ICF will address Placer County comments and submit a revised administrative draft for wildlife agency review. Once wildlife agency comments are received, ICF will revise Chapter 10 and respond to comments.

Deliverables: Initially, administrative draft of Chapter 10 for Placer County Review, and then a revised administrative draft for wildlife agency review. Finally, responses to wildlife agency comments and a second administrative draft of Chapter 10 – to be included as part of fully assembled document (see Task 15.12 below).

Task 15.11. Technical Review of Appendices

This new subtask includes conducting a technical review of Appendix G (Take Assessment Methodology) and Appendix K (Project Specific Take and Mitigation Assessment Example) for accuracy and clarity. ICF will edit and comment on the draft text of each appendix.

Deliverables: Edits and comments on Appendices G and K. Once all comments are resolved between ICF, TRA, and Placer County, ICF will submit revised administrative drafts of these appendices – to be included as part of fully assembled document (see Task 15.12 below).

Task 15.12. Edit and Format PCCP Administrative Draft Chapters

Under this new subtask, ICF will edit and format the final administrative draft of the PCCP. This task involves reading (i.e., line edit) all eleven chapters of the PCCP for consistency, accuracy, and clarity, as well as ensuring consistent formatting (headings, tables, figures, etc.). ICF assumes that Placer County will provide ICF with a stylesheet of common terms and how they should be used in the document. Additionally, this task includes ensuring all references are appropriately cited and included in the reference section. This task does not include reviewing the appendices (see Task 15.12).

Deliverables: Edited and formatted administrative draft PCCP chapters.

Task 15.13. Edit and Format PCCP Administrative Draft Appendices

This new subtask is similar to Task 15.12. ICF will format and conduct a line edit of the final administrative draft versions of the appendices. This task does not include conducting a reference check. Because ICF has not seen all of the appendices, we have based this estimate on an assumption of 250 pages of text requiring a light edit and format. Not all appendices will need to be edited, only those written by the consulting teams for use in this HCP. The cost estimate for this task can be refined based on additional input.

Deliverables: Edited and formatted administrative draft PCCP appendices.

Task 15.14. Meeting Support

Internal and interagency meetings will be critical to developing the second administrative draft PCCP and eventually achieving a final plan for public distribution. It is anticipated that meetings will be the forum where key issues are resolved with FWS, NOAA, and DFW, as well as USACE. ICF has local staff (David Zippin, Ellen Berryman, Kathryn Gaffney) available to meet as needed on this project. This new subtask specifically addresses in-person meetings not covered as part of general project support or as part of NMFS support (described separately in Task 15.8). The following assumptions are applied to this task. All in-person meetings are assumed to be up to three hours and would occur in Sacramento.

- David Zippin – up to 4 in-person meetings
- Ellen Berryman – up to 6 in-person meetings
- Paola Bernazzani – 1 in-person meeting
- Kathryn Gaffney – 1 in-person meeting

Deliverables: Draft and final meeting agendas, meeting notes, and general meeting support.

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	Gaffney Kat	Berkovitz Sim	Wilder Ric	Subtotal	Editor	Pub Spec	GIS		
Labor Classification		Assoc Consult II	Sr Consult III	Tech Dir	Sr Proj Dir	Sr Consult III	Assoc Consult II	Sr Consult III						
Task 15.7 Alternatives to Take		8	3		1				\$2,145				\$0	\$2,145
Task 15.8 NMFS Coordination			12					20	\$6,180				\$0	\$6,180
Task 15.10 Assurances & Changed Circumstances			12		5		32		\$7,875				\$0	\$7,875
Task 15.11 Tech Review Appendices			16	4	4			4	\$5,760				\$0	\$5,760
Task 15.12 Edit & Format Chapters									\$0				\$0	\$0
Task 15.12.1b Light Edit (section callouts, consistent terms)									\$0	150			\$15,750	\$15,750
Task 15.12.2 Format									\$0		50		\$5,250	\$5,250
Task 15.12.3 References							32		\$4,320		4		\$420	\$4,740
Task 15.13 Edit & Format Appendices									\$0	75			\$7,875	\$7,875
Task 15.14 Meeting Support			4	24	28	8			\$14,940				\$0	\$14,940
									\$0				\$0	\$0
									\$0				\$0	\$0
									\$0				\$0	\$0
Total hours		8	47	28	38	8	64	24		225	54	0		
ICF E&P 2015 Billing Rates		\$165	\$190	\$230	\$255	\$190	\$135	\$195		\$105	\$105	\$145		
Subtotals		\$1,320	\$8,930	\$6,440	\$9,690	\$1,520	\$8,640	\$4,680	\$41,220	\$23,625	\$5,670	\$0	\$29,295	\$70,515
Total price														\$70,515

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

THIS TWELFTH 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 \$196,000 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 \$1,942,855.00 as the sole compensation under the Contract and as amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, and this Twelfth 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: _____



June 17, 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). The tasks that would be undertaken are listed below; the primary focus for this scope of work are the two main PCCP publication events in Task 2 (third administrative draft) and Task 4 (public review draft document) now scheduled by the County.

1. **Response to Agency Review -- Revise PCCP Document.** MIG|TRA will continue to work with County staff and ICF to revise the PCCP document to respond to document comments received from the Wildlife Agencies. It is our understanding that the Agencies generally concur with the major deal points presented in the PCCP and only small deal points need to be negotiated. Additional but minimal technical analyses will be needed. TRA will take the lead or provide support to ICF and others on chapters as indicated on the attached Exhibit "A".
2. **Compile Agency requested third administrative draft for Agency approval.** When the internal planning team agrees with the revised document, MIG|TRA will prepare chapters for a third administrative draft document suitable for Agency approval and stakeholder review. The chapter responsibilities are indicated on the attached Exhibit "A". It is understood that the overall document compilation and technical editing will be subject to a separate contract and/or provided by others.
3. **Compile Appendices and supporting documentation.** MIG|TRA will compile Appendices according to the responsibilities indicated on the attached Exhibit "A". In addition to the formal Appendices, MIG|TRA will compile supporting documentation for conveyance to the County, including GIS data developed for the PCCP and reports, studies, and reference material relied on that are not generally available to the public.
4. **Compile Public Review Draft.** After agency and stakeholder approval is reached on the third administrative draft, and as directed by the County, MIG|TRA will prepare chapters for a document suitable for public review. The chapter responsibilities are indicated on the attached Exhibit "A".
5. **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 requested.

6. **Technical Analysis for preliminary implementation.** Several projects such as Placer Vineyards and Placer Ranch are becoming integrated into the PCCP. MIG|TRA shall assist the County in discussions with project proponents and provide analysis and consultation to the County as needed. MIG|TRA is not providing services directly to any project proponent and is only assisting the County; it is expected that this effort will not dominate the work load at any point. MIG|TRA will provide a separate accounting of time spent on specific implementation tasks.
7. **Ongoing Revisions to Technical Analysis.** The current work program anticipates 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.
8. **Assist Economics Contractor.** MIG|TRA will continue to provide information to, and review work products from, the Hausrath Economics Group and its subcontractors.
9. **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 \$196,000 to cover the time frame from July 1, 2015 through April 1, 2016. We anticipate this augmentation will allow completion of the the Agency requested third administrative draft, completion of the first public draft of the PCCP document, and continued project support within the overall schedule. The overall progress will depend on the complex review cycle involving many public agencies. During the PCCP preparation process, 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, extensive work with project proponents, 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,



Thomas S. Reid

Senior Project Manager

Exhibit "A"
PCCP Chapter/Appendix Responsibility

	Lead (support)
0 - Executive Summary	TRA
1 - Introduction	TRA
2 - Covered Activities	TRA (ICF)
3 - Physical & Biological Setting	TRA
4 - Effect of Covered Activities	TRA (ICF)
5 - Conservation Strategy	ICF (TRA)
6 - Program Participation & Conditions on Covered Activities	ICF (TRA)
7 - Monitoring & Adaptive Management Program	ICF (TRA)
8 - Plan Implementation	Chris Beale (TRA)
9 - Funding	Hausrath & Bob Spencer (TRA)
10 - Assurances	ICF (TRA)
11 - Alternatives to Take	ICF/Placer?
12 - References	TRA & ICF

	Lead
A - Implementing Ordinance Template	Chris Beale
B - Implementing Agreement	Chris Beale
C - Evaluation of Special-Status for Coverage in Placer County	TRA
D - Species Accounts/Envirograms	TRA
E - PCWA Natural Resource Management Plan	PCWA
F - Fuel Management	R. Harris
G - Take Assessment Methodology	TRA
H - Existing Open Space Lands	County
I - Placer County Vernal Pool Functionality Assessment Method	C. Rogers
J - Placer County Vernal Pool Restoration Feasibility Assessment	C. Rogers
K - Project Specific Take and Mitigation Assessment Example	TRA
L - Habitat Management Plan	HTH (TRA review)
M - Conservation Easement Template	Chris Beale
N - Funding Material and Cost Model	Hausrath & Bob Spencer
CARP	Salix

6/17/15

**SEVENTH AMENDMENT TO CONSULTANT SERVICES –
FINANCIAL ALTERNATIVES, FISCAL IMPACT, AND
OPEN SPACE MITIGATION FEE ANALYSIS**

THIS SEVENTH 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 HAUSRATH ECONOMICS GROUP, hereinafter referred to as CONSULTANT.

WHEREAS, on April 6, 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 (c) 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 \$95,000.00 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. That sections 10 through 16 of the original Contract shall be amended to provide updated insurance and indemnity language as set out in Exhibit "C"
3. The COUNTY agrees to pay to CONSULTANT \$954,362.30 as the sole compensation under the Contract and as amended by the First, Second, Third, Fourth, Fifth, Sixth and this Seventh 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: _____
County Executive Officer

Date: _____

CONSULTANT:

By: _____
Hausrath Economics Group
Title: President/Vice President

Date: _____

By: _____
Hausrath Economics Group
Title: Secretary

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael J. Johnson, AICP
Agency Director

Date: _____



June 19, 2015

Loren Clark
Assistant Director
Community Development Resource Agency
3091 County Center Drive
Auburn CA 95603

Dear Loren:

To continue work on the Western Placer County HCP /NCCP (Plan) through June 2016, Hausrath Economics Group requires funds be added to our contract. The addition of these funds will enable HEG and our sub-consultant Willdan Financial Services/Urban Economics to provide documentation, technical analysis, and on-going support to the development of the Plan through this period when the public review draft and final documents should be nearing completion. We anticipate work on the following tasks during this period.

- ◆ Prepare Chapter 9 Cost and Funding document for staff and agency review, including providing technical appendices and related supporting reports and worksheets on costs and funding. HEG and subconsultants will prepare an Administrative Draft for staff review and a revised Administrative Draft for agency review responding to staff comments. We will also prepare the Public Review Draft Chapter 9 incorporating changes subsequent to agency review.
- ◆ Participate in the peer review process of the cost and funding analysis. Prepare materials for review, lead a study session, respond to comments, and support staff with respect to findings and recommendations of the peer review.
- ◆ Develop analysis in support of land dedication policy and potential implementation options. Engage stakeholders and use cost and funding models to inform this component of plan implementation.
- ◆ Participate in meetings of the Finance Committee and the Ad Hoc Committee as needed to support updated cost and funding analysis for the Public Review draft document. Provide meeting materials as requested.

*Loren Clark
June 19, 2015
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- ◆ Provide on-going support to staff and consultant team with respect to economic aspects of HCP / NCCP development. Review and comment on material prepared by other members of the Plan consultant team, CARP team, and In-Lieu Fee team as relevant to the cost and nexus analyses and to the Plan economic analysis generally.

The attached table provides estimates of additional consultant costs to work on the above-noted tasks through June 2016.

Thank you for your consideration of this request.



Sally E. Nielsen
Vice President

Estimate of Costs for Economics Consulting - Western Placer County HCP / NCCP July 2015 - June 2016

Tasks	Cost
Chapter 9 Administrative Draft and Public Review Draft/a/	\$20,000
Peer review process	20,000
Analysis of early land dedication policy and options	12,000
Integration of updated conservation strategy and monitoring program	12,000
Finance Committee process for updated costs and funding	10,000
On-going support to staff and consultant team	21,000
Total	\$95,000

Note: Funds remain from our prior contract amendment to cover costs to complete the cost and funding models and prepare a Mitigation Fee nexus report.

a. This amount is an increment over funds remaining from our prior contract amendment to cover costs associated with preparation of the Public Review Draft document.

EXHIBIT "C"

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. 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.

Contract No.: _____

Administering Agency: County of Placer/ Community Development Resource Agency

Contract Description: LOBBYING & CONSULTING SERVICES – PCCP FUNDING

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 2015, by and between the County of Placer, ("County"), and Conservation Strategy Group, ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Consultant **\$42,000** for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A. The payment specified in Exhibit A shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to the Placer County Planning Department.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **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.

A. **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.

B. **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.

C. **GENERAL LIABILITY INSURANCE:**

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

2. One of the following forms is required:
 - (a) Comprehensive General Liability;
 - (b) Commercial General Liability (Occurrence); or
 - (c) Commercial General Liability (Claims Made).

3. 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

4. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
 - (a) 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
 - (b) 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).

5. 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:

 - (a) 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
 - (b) 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.

D. ENDORSEMENTS:

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

1. "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."
2. "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."
3. "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."

E. 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.

F. 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 two million dollars (\$2,000,000) 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.

G. 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.

10. **Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.

11. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

12. **Personnel.**

A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.

13. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

14. **Termination.**

A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include:

handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit A, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Consultant may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

15. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
16. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
17. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.
18. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
19. **Conflict of Interest.** Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
20. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any

party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

21. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
22. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
23. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER
Planning Department
Attn: Jennifer Byous
3091 County Center Dr.
Auburn, CA 95603

CONSULTANT
Conservation Strategy Group
1100 11th Street
Suite 200
Sacramento, CA 95814

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

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____ Date: _____
David Boesch, County Executive Officer

Approved as to Form – County Counsel:

By: _____ Date: _____

Approved as to Content:

By: _____
Michael Johnson, Director, Community Development Resource Agency

CONSULTANT – CONSERVATION STRATEGY GROUP*

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

Exhibits

A. Scope of Work with Cost Proposal

**Conservation Strategy Group
Lobbying and Consulting Services for Placer County
Scope of Services for 2015-2016**

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.

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.

Estimated Cost

The cost of this work is estimated to be \$42,000.

