

MEMORANDUM

DATE: November 17, 2015

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, AICP, Agency Director
E.J. Ivaldi, Deputy Planning Director

BY: Jennifer Byous, Senior Planner

SUBJECT: Contract Amendments for the Placer County Conservation Plan

ACTION REQUESTED

1. Approve a fifth amendment to the contract with ICF Jones & Stokes, Inc. for support in reviewing and revising portions of the Placer County Conservation Plan for \$75,200 increasing the total to \$612,630.
2. Approve a sixth amendment to the contract with Salix Consulting, Inc. for continued support in the preparation of the Placer County Conservation Plan, specifically for a subcontract to prepare a Programmatic Agreement with the State Office of Historical Preservation, for \$42,616.68 increasing the total to \$ 334,941.68.

BACKGROUND/PROPOSAL

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), and the continued conservation strategy discussions with the Wildlife Agencies. The PCCP work program is presently focusing on the preparation of the 2016 Agency-review draft document and working on the environmental documents. The County received both verbal and written comments from Wildlife Agencies (California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, and the National Marine Fisheries Service (NMFS) 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).

The PCCP work program is currently focusing on revising the conservation strategy and incorporating the agreed-upon strategy into the planning document. The conservation strategy addresses the overall habitat protection commitments as well as the proposed restoration/creation commitments to mitigate for the projected impacts from urban/suburban development. The work program also includes moving from individual chapter development into a completed document for submittal expected in January 2016. In addition, there are other tasks such as revisions to the CARP policy document, and the development of the in-lieu fee program, and habitat management plans

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being completed which will advance the overall PCCP work schedule. To accomplish revisions to the PCCP planning document and the additional work program tasks, staff is requesting an amendment to the contracts with ICF Jones and Stokes and Salix Consulting. 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), and a second contract is for the purpose of assisting in the preparation of the PCCP Conservation Strategy. To continue its work on the PCCP, a contract amendment to ICF's second contract of \$75,200 is required to fund tasks which will continue to support Placer County in the PCCP process. This additional work will focus on responding to Wildlife Agency comments on various chapters of the conservation strategy, with supporting documentation, redrafting chapters and continued meeting support. A complete description of the Scope of Work associated with the proposed contract amendment is provided in Attachment 1.

Salix Consulting Inc.

Salix Consulting Inc. is currently under contract with the Planning Services Division to prepare portions of the County Aquatic Resources Program (CARP) and the supporting documents needed to obtain a series of related aquatic resources regulatory permits. The CARP requires compliance with Section 106 of the National Historic Preservation Act and applicable provision of CEQA for addressing cultural resources for both Placer County and the City of Lincoln. The additional work will develop and negotiate a Programmatic Agreement and Historic Property Management Plan for the PCCP Plan Area. These documents will provide both Section 106 compliance and integrate compliance with CEQA for discretionary projects inside and outside the PCCP coverage area. This kind of co-compliance helps reduce the likelihood that the Section 106 and CEQA processes conflict and provides overall streamlining. A complete description of the Scope of Work associated with the proposed contract amendment is provided in Attachment 2.

FISCAL IMPACT

The total amount of the two contract amendments is \$117,816.68 and will be funded from Planning Division's FY 2015-16 budget. The PCCP Finance Plan will include a cost recovery component that will reimburse all General Fund revenues used to develop 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: Fifth amendment to the planning services agreement for professional consultant services – ICF Jones & Stokes

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Attachment 2: Sixth amendment to the planning services agreement for professional consultant services – Salix Consulting

cc: Donna Kirkpatrick, CDRA
James Importante, County Executive Office
Jeff Glazner, Salix Consulting, Inc.
Thomas Reid, TRA
David Zippin, ICF
Lisa Westwood, ECORP Consulting

**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 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 \$75,200.00 as set out in Exhibit "A".

2. The COUNTY agrees to pay to CONSULTANT \$612,630.00 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: _____



October 19, 2015

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

Re: Request for Supplement to Scope of Work and Budget for PCCP project
Contract #CN012862

Dear Loren:

At your request, the following describes the tasks and budget requested for ECORP Environmental Services. This budget would augment our existing contract's Statement of Work.

Proposed Tasks:

Cost Estimate

Task One: Cultural Sensitivity Map

ECORP will develop a general GIS-based cultural resources sensitivity map that is divided into zones of low, moderate, and high sensitivity for cultural resources represent the tribal, archaeological, and built environments. ECORP will prepare this map based on knowledge of resources and sensitivities for the balance of the PCCP, based on experience working in Placer County and input from the United Auburn Indian Community, if it provides it.

Because this map will be produced without the benefit of a *full* records search with the California Historical Resources Information System, it will be considered a preliminary predictive model only, more accurate for the first 5-year phase than the balance of the PCCP area. It is expected that as the Programmatic Agreement is implemented under the PCCP, records searches and technical studies will be carried out and this map will need to be updated periodically by the County (it is expected that applicants under the PCCP will be required to submit shapefiles to the County for incorporation into the revised sensitivity model).

The purposes of this initial sensitivity map and model are to inform the policies and procedures in the Cultural Resources Management Plan and, ultimately, to be used as one of several project planning tools during implementation of the PCCP.

Assumptions: This includes one round of review and revisions based on comments received on the draft model. Once developed, ECORP assumes that the County will maintain the database for the PCCP.

Deliverables: A GIS-based sensitivity model in either GIS or AutoCAD format using best practices for labeling and layer organization, and a PDF of the completed map.

Task One: \$8,940.00

Task Two: Agency Scoping Meeting

ECORP will draft a letter for the County to place on County letterhead and mail to the agency stakeholders to introduce the PCCP and invite their participation in a formal scoping meeting. Based on information received to date, the County, SHPO, USACE, California Department of Fish and Wildlife (CDFW), the US Fish and Wildlife Service (USFWS), and the City of Lincoln will likely participate. The Advisory Council on Historic Preservation (ACHP) may be invited to participate by phone.

ECORP will coordinate with the County to hold the Agency Scoping meeting at the County offices in Auburn. ECORP will team with County staff to present a Power Point presentation to the agencies on the PCCP, but scaled and focused to address cultural resources concerns. ECORP will lead an open discussion about: the level of involvement that each agency will have in the development and implementation of the PA; a reasonable but firm schedule and sequence of review cycles of the draft PA, with a commitment to honor that schedule from each agency reviewer; the identity of all expected signatories, invited signatories, and concurring parties; the general scope and intent of the PA; general procedures and the nature of tiering documents; thresholds for professional qualifications standards of County staff who will implement the PA; and a list of non-governmental and tribal stakeholders that will be consulted in the development of the PA.

ECORP will summarize all comments and ideas generated during the agency scoping meeting in a written memorandum to the County and agencies.

Assumptions: assumes the agency scoping meeting does not exceed 3 hours

Deliverables: agency notification letter in Word format; preparation and delivery of a power point presentation; summary memorandum of comments in PDF format

Task Two: \$6,251.22

Task Three: Stakeholder Scoping Meeting

ECORP will draft a letter for the County to place on County letterhead and mail to the NGO stakeholders to introduce the PCCP and invite their participation in a formal scoping meeting. Based on information received to date, the following are expected to participate: the United Auburn Indian Community (UAIC), Placer County Historical Society, and Biological Working Group. Federal and state agencies that participated in the Agency Scoping meeting will be invited to attend, but this will not be a public scoping meeting.

ECORP will coordinate with the County to hold the Stakeholder Scoping meeting at the County offices in Auburn. ECORP will team with County staff to present a Power Point presentation to the stakeholders on the PCCP, but because stakeholders may not be as familiar with the PCCP, it will be scaled and focused to include a broader overview of the PCCP as well as to address cultural resources concerns. The presentation and subsequent discussion will encompass: the PCCP project; an overview of the purpose and need for the PA; an opportunity to provide input on the scope and form of the PA; an opportunity to express any concerns or wishes that they have regarding cultural resources in the PCCP that could be accounted for in the PA procedures; an anticipated schedule of milestones in the development and negotiation of the PA; and information on the manner in which stakeholders will be involved and afforded opportunities to provide further input on the process. ECORP will summarize all comments and ideas generated during the stakeholder scoping meeting in a written memorandum to the County, stakeholders, and agencies.

Assumptions: assumes the stakeholder meeting does not exceed 3 hours

Deliverables: stakeholder notification letter in Word format; preparation and delivery of a power point presentation; summary memorandum of comments in PDF format

Task Three: \$3,551.22

Task Four: Draft PA/CRMP (Partial, Through June 2016)

With concurrence from the other agencies, in consideration of comments received during the scoping meetings, and utilizing other PA/CRMP documents that have been successfully executed in the area, ECORP will begin drafting a PA that is expected to include, at minimum: stipulations for Professional Qualifications Standards; the level of delegation of authority by state and federal agencies to the County; the general process by which the County will implement procedures under the PA; documentation standards; annual reporting or agency notification procedures; nature of public involvement; dispute resolution; and procedures for modifying, amending, or terminating the PA. ECORP will also draft a Cultural Resources Management Plan (CRMP) attachment to the PA, which will specify the day-to-day procedures for compliance under the PCCP. The CRMP also will contain a broad-level historic context, which guides the implementation of the PA on a project-by-project basis.

Because the County is also subject to state environmental law, the CRMP will also include a module (attachment) to allow for co-compliance with the requirements of the California Environmental Quality Act (CEQA) and, specifically, the tribal consultation requirements put into effect by Assembly Bill 52. While the federal agencies and SHPO will not likely comment on the CEQA module, it is important that the procedures for both AB 52 and Section 106 are coordinated during the development of the procedures and the implementation of the PA/CRMP and PCCP.

Note: the budget for this task is a portion of the total task budget that is only that which is anticipated through June 2016 and will not result in a completed work product. Therefore, the submission of the draft PA and CRMP will not occur under this task and will require a change order for post-June 2016 effort.

Task Four: \$15,000.00

Task Five: *Project Management, Meetings, and Technical Support (Partial)*

During the course of the negotiation and development of the PA and CRMP*, the County may require clarification, additional supporting documentation, project meetings or site tours, and other information. This task budget will allow ECORP to respond to any such requests for information and be available by phone, email, or in person to answer questions, manage the project, and be available as needed.

**Note: the budget for this task is a portion of the total task budget that is only that which is anticipated through June 2016 and will not accommodate time and expense required after that point.*

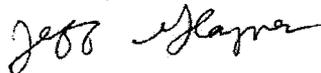
Task Five: \$5,000.00

**TOTAL COST ESTIMATE FOR TASKS ONE THROUGH FIVE: \$38,742.44
Plus 10% Salix Consulting Administrative Fee: \$3,874.24**

TOTAL COST FOR AMENDMENT: \$42,616.68

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

Sincerely,



Jeff Glazner
Principal

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

THIS SIXTH 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 SALIX CONSULTING, INC, hereinafter referred to as CONSULTANT.

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

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

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

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

The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services shall not exceed \$42,616.68 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 \$334,941.68 as the sole compensation under the Contract and as amended by the First, Second, Third, Fourth, Fifth and this Sixth Amendment.

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

COUNTY OF PLACER:

By: _____
David Boesch, County Executive Officer

Date: _____

CONSULTANT:

By: _____
Jeff Glazner, President

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael J. Johnson, AICP
Agency Director

Date: _____



October 23, 2015

Mr. Loren Clark
Placer County Planning Division
3091 County Center Drive
Auburn, CA 95603

Subject: ICF Scope of Work and Cost Proposal for Amendment to Contract No. CN012861

Dear Mr. Clark:

ICF Jones & Stokes, Inc. (and ICF International company hereafter "ICF") is pleased to provide this Scope of Work (SOW) and cost estimate in response to your request for support on the Placer County Conservation Plan (PCCP). This SOW describes how ICF will support Placer County in continuing to finalize the administrative draft of the PCCP. ICF proposes to invoice costs monthly, on a time and materials basis.

ICF will provide services, as outlined in the attachment, under the terms and conditions of our contract number CN012861 with Placer County dated April 6, 2010. We look forward to hearing from you regarding the status of our response and welcome the opportunity to discuss it further. For technical questions, please contact David Zippin at (415) 677-7179 or David.Zippin@icfi.com.

Sincerely,

A handwritten signature in black ink that reads "Trina L. Prince".

Trina L. Prince
Contracts Administrator

Enclosures

Table 1. Cost Estimate for Placer County Conservation Plan

Task	Employee Name	Consulting Staff						Labor Total	Total Price	
		Baker N	Bernazzani P	Berryman E	Zippin D	Gaffney K	Jensen C			Wilder R
		Assoc Consult II	Sr Consult III	Tech Dir	Sr Proj Dir	Sr Consult III	Senior Consultant III			Sr Consult III
Task 15.15 Additional Document Support through 2015								\$0		
Covered Activities and Impacts		24	40	4	4	4	4	4	\$15,800	
Conservation Strategy and Facilitation (comments)		8	8	120	8	2		8	\$34,420	
Conditions on Covered Activities		8	8		4	16	2		\$7,280	
Assurances and Changed Circumstances		16	40	4	4				\$12,180	
Net Effects				24					\$5,520	
Total hours		56	96	152	20	22		12		
ICF E&P 2015 Billing Rates		\$165	\$190	\$230	\$255	\$190	\$190	\$195		
Subtotals		\$9,240	\$18,240	\$34,960	\$5,100	\$4,180	\$1,140	\$2,340	\$75,200	
Total price									\$75,200	

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 continuing to finalize the administrative draft of the Placer County Conservation Plan (PCCP). Support under this task includes internal, client, and agency coordination; response to agency comments; and redrafting of text. As described below, additional support is needed to finalize Chapters 4 (Effects of Covered Activities), 5 (Conservation Strategy), 6 (Conditions on Covered Activities), 7 (Monitoring and Adaptive Management Program), and 10 (Assurances). It also includes redrafting of the net effects analysis which was both removed and added to different chapters by different agencies. The chapters are in various stages of review by the U.S. Fish and Wildlife Service (FWS), California Department of Fish and Wildlife (DFW), National Marine Fisheries Service (NMFS), and U.S. Corp of Engineers (USACE). The other tasks and subtasks in the contract are unchanged.

Task 15.15. Additional Support for Agency Comments

ICF leads or co-leads development of Chapters 4, 5, 6, 7, and 10. Agency comments on these chapters have been substantive, requiring internal discussion and coordination. In addition, comments were collated and received at different phases of chapter development, resulting in logistical challenges. In order to reach the administrative draft phase, ICF will respond to agency comments, redraft chapters, develop new text as needed, and support Placer County in making strategic decisions associated with each chapter. This augment will also support costs incurred on development of Chapter 10, which required unanticipated coordination, discussion, and redrafting.

Deliverables: Comment responses (in comment bubbles) of all aforementioned chapters. Revised versions of all chapters for assembly into the compiled Administrative Draft.