



COMMUNITY DEVELOPMENT
RESOURCE AGENCY

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: Cooperative Endangered Species Conservation Fund Grant Awards and Contracts

ACTION REQUESTED

1. Adopt two Resolutions authorizing the Community Development Resources Agency Director to accept two Cooperative Endangered Species Conservation Fund (Section 6) Planning Grants from the State Department of Fish and Wildlife; and
2. Authorize the Community Development Resources Agency Director to sign both grant agreements (Grant #P1482006; in the amount of \$450,000 and Grant #P1582006; in the amount of \$137,000) which will release the 2014 and 2015 Section 6 grant funds.

BACKGROUND

Placer County has been awarded two Planning Assistance Grants (2014 Section 6 and 2015 Section 6) from the State Department of Fish and Wildlife (DFW) for three tasks that will be part of the Placer County Conservation Plan (PCCP). The total 2014 Section 6 amount is \$450,000 with \$250,000, provided by the State of California, \$83,333 from the County to be provided in funds or in-kind services, and \$116,667 for DFW overhead cost (Attachment 3). Tasks under this grant include the formation of the Joint Power Agency called the Placer Conservation Authority that can implement all aspects of the conservation plan and the preparation of a depression wetland landscape index. The total 2015 Section 6 amount was \$137,000, with \$75,000 provided by the State of California, \$30,000 from the County to be provided in funds or in-kind services, and \$32,000 for DFW overhead cost (Attachment 4). There is one task under this grant, which is the development of the implementation agreement for the conservation plan.

CEQA COMPLIANCE

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

MEMORANDUM

FISCAL IMPACT

Approval of these Resolutions accepting the grant funds and the subsequent signing of the contract will make available to the County \$325,000 of grant funding to help complete the Placer County Conservation Plan. Accepting this grant is contingent upon a County match of \$113,333. Current Placer County contracts and staff time represent more than a sufficient match to meet these obligations. There is no new net impact to the County General Fund.

Attachment 1: Resolution accepting the 2014 Section 6 Planning Assistance Grant from the State Department of Fish and Wildlife

Attachment 2: Resolution accepting the 2015 Section 6 Planning Assistance Grant from the State Department of Fish and Wildlife

Attachment 3: Department of Fish and Wildlife Cooperative Endangered Species Fund (2014 Section 6) Grant Agreement (P1482006)

Attachment 4: Department of Fish and Wildlife Cooperative Endangered Species Fund (2015 Section 6) Grant Agreement (P1582006)

cc: Loren Clark, CDRA Assistant Director
Jennifer Nguyen, Department of Fish and Wildlife
Ellen McBride, Fish and Wildlife Service

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

In the matter of: A RESOLUTION AUTHORIZING
AND DIRECTING THE DIRECTOR OF PLANNING
TO ACCEPT A HABITAT CONSERVATION PLANNING
GRANT FROM THE STATE DEPARTMENT OF FISH AND
WILDLIFE TO COMPLETE THE PLACER COUNTY
CONSERVATION PLAN, AND EXECUTE DOCUMENTS
IN CONNECTION THEREWITH

Resolution No. _____

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

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:

Clerk of said Board

Chairman, Board of Supervisors

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

WHEREAS, the County of Placer, the City of Lincoln, and Placer County Water Agency (PCWA) are parties to the Placer County Conservation Plan ("PCCP"), and the Agreement with respect to the Placer County Conservation Plan recorded in the official records of Placer County as Document Number P1482006, issued by the United States Fish and Wildlife Service ("USFWS" or "Service") under Section 10a of the Federal Endangered Species Act, 16 U.S.C. section 1631 et seq.; and

WHEREAS, a grant application for funds to contribute towards the development of the PCCP has been submitted through the State Department of Fish and Wildlife and grants in the amount of \$450,000 has been awarded;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER that the Community Development Resources Agency Director is hereby authorized and directed to accept a Habitat Conservation Planning Grant from the State Department of Fish and Wildlife to complete the Placer County Conservation Plan, and execute documents in connection therewith, and communicate the County's acceptance of the grant to the State Department of Fish and Wildlife.

ATTACHMENT 1

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

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AND DIRECTING THE DIRECTOR OF PLANNING
TO ACCEPT A HABITAT CONSERVATION PLANNING
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State of California - Natural Resources Agency
 DEPARTMENT OF FISH AND WILDLIFE
 1416 9th Street
 Sacramento, CA 95814
 www.wildlife.ca.gov

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



**COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND (SECTION 6) GRANT
 GRANT AGREEMENT NUMBER P1482006**

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

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

SECTION 1 - LEGAL BASIS OF AWARD

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

SECTION 2 - GRANT AWARD

Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$450,000.00** to financially support and assist Grantee's implementation of **2014 Section 6 Habitat Conservation Planning Assistance, Placer County Conservation Plan.**

Term. The term of this agreement is **October 19, 2015** or upon Grantor approval, whichever is later, through **December 31, 2017.**

SECTION 3 - USES OF GRANT

Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures necessary to implement the Project and that are eligible under applicable federal and State of California law. Furthermore, Grantee's expenditure of Grant moneys must be in accordance with the Project budget and narrative (the "Budget") set forth within this agreement. Grantee may not transfer Grant moneys between or among Budget line items.

SECTION 4 - GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

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

SECTION 5 - GRANTEE'S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the parties for the purpose of providing financial support to Grantee to complete the activities identified within Section 6, Project Statement: Objectives and Timelines.
- 5.02 Project Statement:** Grantee shall complete activities as set forth in Section 6, Project Statement: Objectives and Timelines. Changes to Section 6 shall be submitted to the California Department of Fish and Wildlife (CDFW) Project Manager for prior approval and may be made only as provided in Exhibit 1.a of this Agreement, which is attached hereto and made a part of this agreement.
- 5.03 Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6, Project Statement: Objectives and Timelines, and shall expend these funds in accordance with the budget shown in Section 8, Expenditure Summary. Any changes in the program's budget shall be submitted to the Grantor for approval prior to any change taking place.
- 5.04 Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 8, Expenditure Summary.
- 5.05 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed, the Grantor reserves the right to modify this agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.06 Submission of Reports:** Grantee shall submit progress reports in accordance with the payment and report schedule in Section 7, Reports.

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Reports shall be submitted in the format prescribed by the Grantor, as identified in Section 7, Reports, and shall address the activities outlined in Section 6, Project Statement: Objectives and Timelines. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of the Agreement by the Grantor.

5.07 General Terms and Conditions. Public Entities General Grant Provisions (Exhibit 1.a), is attached hereto and made a part of this agreement.

5.08 Federal Terms and Conditions. Exhibit 2, Federal Terms and Conditions, is hereby incorporated into this agreement and attached hereto.

SECTION 6 - PROJECT STATEMENT: OBJECTIVES AND TIMELINES

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

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

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The PCCP will permanently protect habitat, establish preserve designs, and establish management guidelines for the conservation and recovery of 14 sensitive species. The land cover types upon which they depend include agricultural cropland, annual grassland savannah, aquatic environments, chaparral, emergent wetlands, oak woodlands, riparian, and vernal pools. These eight major land cover types are unlikely to withstand the external pressures of urbanization and climate change. Consequently, the County and its member entities are committed to preparing and implementing an NCCP/HCP.

6.02 Objectives(s): The project will help contribute toward the completion of the Placer County Conservation Plan (PCCP).

Task 1: Program Administration

In order for the PCCP to be successfully adopted and implemented, Placer County and the City of Lincoln will need to enter into a cooperative partnership to administer the PCCP. The PCCP envisions the formation of a joint powers agency called the Placer Conservation Authority (PCA) that can implement all aspects of the conservation plan including:

- Implementing the conservation strategy of the conservation plan;
- Acquiring and managing open space lands using the conservation strategy;
- Pursuing state, federal and other funding sources;
- Accepting mitigation fees and implementing mitigation programs (including mitigation-fee based programs under the PCCP);
- Assuming long-term land management obligations;
- Collecting information and conduct studies on natural features and conservation techniques;
- Working on behalf of the Permittees to consistently interpret the policies of the PCCP; and
- Serving as a point of contact for regulatory agencies regarding long-term land management issues and ongoing coordination needs to implement the PCCP.

Each Permittee will have to fulfill its responsibilities in coordination with the other participants to ensure that the PCCP is properly implemented and state and federal permits are not suspended or revoked. In other habitat conservation plans and natural community conservation plans, some or all of these responsibilities have been assigned to a separate implementing entity. The County believes that assigning shared responsibilities to an implementing entity is an efficient way to increase the participants' collective capacity to implement these plans. It also helps to coordinate implementation of the PCCP by the various participating entities.

This task will fund the research needed to develop an effective

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organization that will become the PCA. This task will begin the cooperative management effort and ultimately provide the assurances that the Permittees will need before implementing the PCCP. Selecting the appropriate form and range of responsibilities for an implementing entity is an important decision for the Permittees. It will largely define how the PCCP will be implemented and how the Permittees will coordinate to ensure compliance.

It is envisioned that the PCA will not only be responsible for the creation and long-term stewardship of the Reserve System, but will also serve as the program administrator and will be responsible for duties such as individual project review for consistency with the PCCP's goals and objectives, fee collection, land acquisition, and reporting and monitoring activities. The PCA will be a joint powers agency formed by the County of Placer and the City of Lincoln. PCWA and SPRTA (South Placer Regional Transportation Authority) will provide input through advisory roles. The extent to which the PCA should be responsible for strategic decisions is a complex issue that this task will define for the Permittees. As such, the formation of the PCA is a key task that will need to be completed before the PCCP is adopted. This task will provide funds to complete a draft JPA agreement which will provide the following: define the purpose of the PCA; describe the role of each agency; provide details regarding the PCA's limitations; set the geographic scope of the PCA; define governance and voting rights for PCA members; describe how the finances for the PCA will be administered; and discuss PCA staffing needs and roles/responsibilities. In addition, specific criteria will be established to define the scope of the PCA's authority. For example, there would be a requirement that PCCP mitigation fees collected by the PCA or received from PCCP Permittees must be used to implement the PCCP. The PCA would not be authorized to use the fees for other purposes.

This task will also involve the review and initial assessment of County and City documents, such as zoning ordinances, land development standards and other public information material, to outline changes needed for each jurisdiction to join the PCA and implement the PCCP.

Deliverable Products:

County and City of Lincoln will work cooperatively to identify key questions for the implementing entity to define such as strategic decision making, managing funds, staffing needs and roles of staff members. This will also include research for various governance models for similar types of entities. Year 1 deliverables may include the outline for the implementing entities structure, draft staff job descriptions, draft changes needed to existing County and City code to form implementing entity and to comply with the terms and conditions of the PCCP. Year 2 deliverables would include implementing entity formation documents and recommended draft changes for County and City code to implement the terms and conditions

of the PCCP. In addition, year 2 deliverables would include the initial design and development of a web-site for the PCA, including draft participating package material; recommending land coverage tracking software and assisting City and County staff in its implementation; and the development of draft public outreach materials and preparing required draft annual report template.

Task 2 - Develop a Depressional Wetland Landscape Index

Almost all effects under the PCCP will be tracked by land cover type and extent of wetland area. In 2005, a regional land cover map was developed for the PCCP and had been used to estimate effects. This regional land cover map is referred to as the "baseline land cover map". The baseline land cover map provides a preliminary indication of conditions on the project site, but due to limitations of mapping land cover types at a large scale and the potential for land cover to change over time, land cover type(s) must be verified in the field.

To account for any changes to the baseline land cover map that may have occurred subsequent to the PCCP approval, a process will be developed to compare the land cover at the time of a project application to the 2005 baseline land cover map. For most land cover types this will be done by reviewing aerial photographs. However, for baseline wetland cover types, the Plan proposes to use a "depressional wetland index" which shows topography representative of seasonal depressional wetlands based on LiDAR (light detection and ranging) data from the 2008 Department of Water Resources (DWR).

Placer County acquired the LiDAR data in one mile square "tiles" which provides very high resolution and can depict microtopography with as little as 3 inches of relief. However to create the depressional wetland index the LiDAR files must be processed. This processing involves converting the data into a raster format that represents bare earth elevation. Then a new raster file is created from the first which is generalized to represent a more flat surface. The elevation of the first and second raster files are then compared to determine relative depressions in the landscape. This process takes time and is very detail oriented. Placer GIS staff have processed about 10 tiles in order to develop a preliminary process and to demonstrate the various data uses. However, the Valley floor contains over 300 tiles (not included non-participating cities) and the current process for each tile is time consuming due to the large file size, edge matching requirements and quality control checks.

LiDAR is an important tool for Plan development because it generates highly-detailed imagery that can be used to determine the exact location and depth of known and unknown seasonal wetlands resources. Both seasonal and ephemeral wetlands are a diminishing habitat in western Placer County and their protection is a top priority for the conservation

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strategy. The depth of information that LiDAR can provide is critical for the Plan to successfully establish a baseline inventory of wetlands (especially seasonal wetlands) for the Valley floor. This task is particularly important because as land use practices change overtime, including some agricultural practices that may permanently modify wetlands, it's essential to have this level of data in order to thoroughly analyze the impacts.

Deliverable Products:

County will work with Department of Fish and Game through the public purchasing process to select contractor to complete work for this task. Year 1 deliverables will include a request for proposal, consultant contract with scope and timeline for work to be delivered. Year 2 deliverables will include sections of the PCCP Plan Area with depressional wetland index for Valley Floor Area and depressional index for Foothill Area of the Plan Area. A Stream System data set will be included in the final deliverables.

6.03 Project Description:

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

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

6.03.3 Materials: Grantee will provide all necessary materials.

6.03.4 Project Implementation: This task will involves a complete approved for public review by County/City and Agencies..

6.03.5 Project Management: Grantee and Subcontractor(s) staff will be responsible for managing and administering this program and reviewing and editing work products for readability. The Grantee's Administrative Fiscal Operations Manager will assist with all budget and fiscal tracking of project expenditures. All other project management tasks are the responsibility of the Grantee's Community Development Director and the Subcontractor's project manager. Grantee receives annual independent audits as required by State and Federal statutes.

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6.03.6 Timelines:

| Task Summary | Outcome | Timeframe |
|---|--|------------------|
| 1. PCCP Administration | Establish a Program Administrator (the PCA) for the PCCP including the necessary agreement between the Permittees. | December 2017 |
| 2. Depressional Wetland Landscape Index | Establish a Depressional Wetland Landscape Index for the PCCP Plan Area | December 2017 |

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

6.02 Contacts:

The Project Officials during the term of this Agreement are:

| <u>CDFW Project Manager:</u> | <u>County of Placer:</u> |
|---|--|
| Name: Jennifer Nguyen Address: 1701 Nimbus Road, Rancho Cordova, CA 95670 Phone: (916) 358-1340 FAX: (916) 258-2912 Email: Jennifer.Nguyen@wildlife.ca.gov | Name: Jennifer Byous Address: 3091 County Center Drive, Auburn, CA 95603 Phone: (530) 745-3008 FAX: (530) 745-3080 Email: jbyous@placer.ca.gov |

Direct all administrative inquiries to:

| <u>CDFW Grant Coordinator:</u> | <u>County of Placer:</u> |
|---|--|
| Name: Jennifer Nguyen Address: 1701 Nimbus Road, Rancho Cordova, CA 95670 Phone: (916) 358-1340 FAX: (916) 258-2912 Email: Jennifer.Nguyen@wildlife.ca.gov | Name: Jennifer Byous Address: 3091 County Center Drive, Auburn, CA 95603 Phone: (530) 745-3008 FAX: (530) 745-3080 Email: jbyous@placer.ca.gov |

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

SECTION 7 - REPORTS

7.01 Progress Reports:

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

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

7.02 Final Report:

A Final Report which summarizes the life of the grant and describes the work and results pursuant to Section 6, Project Statement: Objectives and Timelines, is due no later than March 31, 2018.

The Final Report will consist of report will consist of 3 hard copies and 3 electronic copies in 2010 Microsoft Word, Excel, and PDF formats upon completion of the project.

SECTION 8 - BUDGET

8.01. Expenditure Summary

| ITEM | AMOUNTS | | |
|--|---------------------------|--------------------|-------------------|
| | <u>CDFW/Grant Costs</u> | <u>County Cost</u> | <u>TOTAL</u> |
| Personal Services | N/A | In-Kind | In-Kind |
| Operating Services | N/A | In-Kind | In-Kind |
| Postage, Office Supplies, Telephone/Fax, Travel and Per Diem | N/A | In-Kind | In-Kind |
| Subcontractor - Resources Law Group | | | |
| Task 1 Program Administration | \$175,000 | \$58,333 | \$233,333 |
| Task 2: Develop a Depressional Wetland Landscape Index | \$75,000 | \$25,000 | \$100,000 |
| | | | |
| Total Project Operating Expenditures ***** | \$250,000 ***** | ***** | ***** |
| Total Gross Project Cost | | \$83,333 | \$333,3333 |

Overhead Amount Not Paid to Grantee \$116,667

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COUNTY OF PLACER

Total Contract: \$450,000

8.02 Payment Provisions

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

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

The invoice shall contain the following information:

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

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

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there are cost shares involved with the project, the final invoice must include a budget summary of cost share expenditures by fund source.

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

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Karen Edgren

Title: Chief, Business Management Branch

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: Michael Johnson

Title: Community Development Resources Agency
Director

Date: _____

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



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

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



**COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND (SECTION 6) GRANT
 GRANT AGREEMENT NUMBER P1582006**

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 Placer County Planning Services
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 Facsimile Number: (530) 745-3080

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Term. The term of this agreement is **October 19, 2015** or upon Grantor approval, whichever is later, through **December 31, 2017.**

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- 5.03 **Use of Project Funds:** Grantee shall use the funds provided by this Agreement for the provision of activities described in Section 6, Project Statement: Objectives and Timelines, and shall expend these funds in accordance with the budget shown in Section 8, Expenditure Summary. Any changes in the program's budget shall be submitted to the Grantor for approval prior to any change taking place.
- 5.04 **Payment Schedule:** Payments shall be made to Grantee according to the payment and report schedule identified in Section 8, Expenditure Summary.
- 5.05 **Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow Grantor to fund the Program at the level initially agreed, the Grantor reserves the right to modify this agreement to reflect a reduction in available funds, as an alternative to termination.

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

SECTION 6 - PROJECT STATEMENT: OBJECTIVES AND TIMELINES

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

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

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implemented. The Plan will also provide a framework to ensure that the conservation needs of the covered species are met.

The PCCP will permanently protect habitat, establish preserve designs, and establish management guidelines for the conservation and recovery of 14 sensitive species. The land cover types upon which they depend include agricultural cropland, annual grassland savannah, aquatic environments, chaparral, emergent wetlands, oak woodlands, riparian, and vernal pools. These eight major land cover types are unlikely to withstand the external pressures of urbanization and climate change. Consequently, the County and its member entities are committed to preparing and implementing an NCCP/HCP.

6.02 Objectives(s): The project will be to complete the Placer County Conservation Plan (PCCP) Implementation Agreement, which is an important step toward permit issuance. The Implementation Agreement (IA) defines the Parties' roles and responsibilities as well as provides a common understanding of actions that will be undertaken to avoid, minimize and mitigate the effects on the Covered Species caused by the Covered Activities within the Plan Area, and to provide for the conservation of the Covered Species within the Plan Area. The purpose of the Agreement is:

- To ensure implementation of each of the terms and conditions of the HCP/NCCP, this Agreement, and the Permits;
- To provide long term assurances to the Permittees that, pursuant to the federal "No Surprises" provisions of 50 Code of Federal Regulations, sections 17.22(b)(5) and 17.32(b)(5), and California Fish and Game Code section 2820, subdivision (f), no additional land, water or financial compensation or additional restrictions on the use of land, water, or other natural resources will be required of the Permittees, either to minimize and mitigate the impacts of Authorized Take, or to provide for the conservation and management of the Covered Species in the Plan Area, except as provided in this Agreement and the HCP/NCCP or required by law; and
- To describe remedies and recourse should any Party fail to perform its obligations as set forth in the IA.

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

Deliverable Products: The County and City will work with Wildlife Agencies on this task. Year 1 deliverables will include an outline of the PCCP research and discussion of the roles and responsibilities for each

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jurisdiction and a draft IA for County/City review. Year 2 deliverables will include draft IA for Agency review in addition meetings to facilitate the resolution for areas of disagreement and document edits/recirculation will be completed. The final product will include a complete draft IA approved for public review by County/City and Agencies.

6.03 Project Description:

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

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

6.03.3 Materials: Grantee will provide all necessary materials.

6.03.4 Project Implementation: This task will involves a complete draft IA approved for public review by County/City and Agencies. Document development will be prepared for the IA with input through regular meetings with those State and Federal agencies with jurisdiction over the IA. Resources Law Group will be subcontracted to draft and edit the IA. Grantee shall review and edit deliverables for readability. The Grantee will coordinate, review, provide technical oversight and oversee the work of the subcontractor(s) to complete this task.

6.03.5 Project Management: Grantee and Subcontractor(s) staff will be responsible for managing and administering this program and reviewing and editing work products for readability. The Grantee's Administrative Fiscal Operations Manager will assist with all budget and fiscal tracking of project expenditures. All other project management tasks are the responsibility of the Grantee's Community Development Director and the Subcontractor's project manager. Grantee receives annual independent audits as required by State and Federal statutes.

6.03.6 Timelines:

| Task Summary | Outcome | Timeframe |
|--------------|---------|-----------|
|--------------|---------|-----------|

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| | | |
|-----------------------------|--|---------------|
| 1. Implementation Agreement | Public review draft implementation agreement which will ensure the terms and conditions of the HCP/NCCP, and permits agreements are met. | December 2017 |
|-----------------------------|--|---------------|

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

6.02 Contacts:

The Project Officials during the term of this Agreement are:

| <u>CDFW Project Manager:</u> | <u>County of Placer:</u> |
|---|---|
| Name: Jennifer Nguyen Address: 1701 Nimbus Road, Rancho Cordova, CA 95670 Phone: (916) 358-1340 FAX: (916) 258-2912 Email: Jennifer.Nguyen@wildlife.ca.gov | Name: Jennifer Byous Address: 3091 County Center Drive, Auburn, CA 95603 Phone: (530) 745-3008 FAX: (530) 745-3080 Email: jbyous@placer.ca.gov |

Direct all administrative inquiries to:

| <u>CDFW Grant Coordinator:</u> | <u>County of Placer:</u> |
|---|---|
| Name: Jennifer Nguyen Address: 1701 Nimbus Road, Rancho Cordova, CA 95670 Phone: (916) 358-1340 FAX: (916) 258-2912 Email: Jennifer.Nguyen@wildlife.ca.gov | Name: Jennifer Byous Address: 3091 County Center Drive, Auburn, CA 95603 Phone: (530) 745-3008 FAX: (530) 745-3080 Email: jbyous@placer.ca.gov |

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

SECTION 7 - REPORTS

7.01 Progress Reports:

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

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

7.02 Final Report:

A Final Report which summarizes the life of the grant and describes the work and results pursuant to Section 6, Project Statement: Objectives and Timelines, is due no later than March 31, 2018.

The Final Report will consist of report will consist of 3 hard copies and 3 electronic copies in 2010 Microsoft Word, Excel, and PDF formats upon completion of the project.

SECTION 8 - BUDGET

8.01. Expenditure Summary

| ITEM | AMOUNTS | | |
|--|---------------------------|--------------------|------------------|
| | <u>CDFW/Grant Costs</u> | <u>County Cost</u> | <u>TOTAL</u> |
| Personal Services | N/A | In-Kind | In-Kind |
| Operating Services | N/A | In-Kind | In-Kind |
| Postage, Office Supplies, Telephone/Fax, Travel and Per Diem | N/A | In-Kind | In-Kind |
| Subcontractor - Resources Law Group | | | |
| Task 1 Implementation Agreement | \$137,000 | \$30,000 | \$167,000 |
| | | | |
| | | | |
| Total Project Operating Expenditures ***** | \$137,000 ***** | ***** | ***** |
| Total Gross Project Cost | | \$30,000 | \$167,000 |

Overhead Amount Not Paid to Grantee \$32,000

8.02 Payment Provisions

8.02.1 Disbursements: Grant disbursements will be made to the Grantee not more frequently than quarterly in arrears, upon receipt of an original itemized invoice and any required progress report or other mandatory

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documentation as identified within this agreement. The invoice package must be sent to the Project Manager at:

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

The invoice shall contain the following information:

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

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

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

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By:

Signature: _____

Printed Name: Karen Edgren

Title: Chief, Business Management Branch

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By:

Signature: _____

Printed Name: Michael Johnson

Title: Community Development Resources Agency
Director

Date: _____

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

