



**COUNTY OF PLACER**  
Community Development/Resource Agency

Michael J. Johnson, AICP  
Agency Director

PLANNING  
SERVICES DIVISION

Paul Thompson, Deputy Director

**MEMORANDUM**

**TO:** Honorable Board of Supervisors

**FROM:** Michael Johnson, Agency Director  
Community Development/Resource Agency

**DATE:** March 27, 2012

**SUBJECT:** Third Amendment to the Contract with Placer County Air Pollution Control District

**ACTION REQUESTED**

Authorize the County Executive Officer to sign a third amendment to the original contract with the Placer County Air Pollution Control District in an amount not to exceed \$10,000 for support to the congressionally-directed Department of Energy (DOE) grant entitled "Placer County Biomass Utilization Pilot Project."

**BACKGROUND**

Since the direction of your Board in 2008, staff has been investigating plans to build a biomass to energy facility in the Eastern County region. A team of technical consultants, including the Placer County Air Pollution Control District (APCD), has been working to prepare plans for a proposed facility in the Cabin Creek area. This proposed project is currently going through the environmental review process, and it is anticipated that a Draft Environmental Impact Report will be available for public review in Summer 2012.

The APCD has been under contract with Placer County since November 1, 2008 and has been providing valuable technical services regarding biomass utilization projects to the County for the past several years. The APCD has worked through its original contract monies (\$89,000) and two subsequent amendments (\$6,150 and \$7,000 respectively to add an additional forestry consultant) of funding. The APCD has also contributed greatly in support of the County's in-kind obligation in the form of \$40,000 of staff time. APCD staff has extensive experience in developing and analyzing these types of projects. This third amendment for \$10,000 (bringing the total contract funding to \$112,150) will fund the next several months of analysis, review, and public presentation of the facts of the project, which is critical to ensuring that the public and the Planning Commission has the best information available to make its decisions. The additional funds are necessary due to the TRPA decision to not allow the project to move forward in the Tahoe Basin thus directing staff to

analyze an alternative site location (Cabin Creek). Staff believes that it is important to have the specific air quality expertise available to continue to assist the County by providing guidance and technical support for the Biomass Utilization Pilot Project in the following tasks:

- Assist the County with continuing air emissions and air quality analyses
- Assist the County with all public and stakeholder workshops and reviews
- Support the review of tasks for the biomass to energy technical requirements statement of work and Requests for Proposals process development plan
- Other activities as determined by County in support of the Project

### **FISCAL IMPACT**

There will be no impact to the General Fund. The not-to-exceed amendment amount of the contract is \$10,000 and is reimbursable from the congressionally-directed Department of Energy Grant entitled "Placer County Biomass Utilization Pilot Project" and is currently budgeted. The Board is required to approve this amendment because it increases the contract amount by more than ten percent of the original contract amount per county regulations.

Attached to this report for the Board's information/consideration are:

#### **Attachments:**

- Attachment 1: Original Contract (November 1, 2008)
- Attachment 2: First Contract Amendment (July 27, 2009)
- Attachment 3: Second Contract Amendment (June 10, 2011)
- Attachment 4: Proposed Third Contract Amendment

cc:

13681

Administering Agency: Placer County Executive Office

Contract No. \_\_\_\_\_

Contract Description: PROFESSIONAL SERVICES OF PLACER COUNTY AIR POLLUTION CONTROL DISTRICT FOR DEPARTMENT OF ENERGY (DOE) PLACER COUNTY BIOMASS UTILIZATION PILOT PROJECT

**CONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT is made at Auburn, California, as of November 1, 2008, by and between the County of Placer, ("County"), and the Placer County Air Pollution Control District ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in **Exhibit A**. Contractor shall provide said services at the time, place, and in the manner specified in **Exhibit A**.
2. **Payment.** County shall pay Contractor for services rendered pursuant to this Agreement at the time and in the amount set forth in **Exhibit B**. The payment specified in **Exhibit B** shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B. **The amount of the contract shall not exceed Eighty Nine Thousand Dollars (\$89,000).**
3. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
4. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
5. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor 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 Contractor to practice its profession at the time the services are performed.
6. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor'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.

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7. **Hold Harmless and Indemnification Agreement.** The Contractor and the County hereby agree to mutually protect, defend, indemnify, and hold one another 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 either party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of County or Contractor) 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. Both parties agree to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at their own expense.
8. **Insurance.** It is recognized that CONTRACTOR is a self insured public agency, and as such provides coverage for General Liability, Errors & Omissions and Worker's Compensation. CONTRACTOR shall maintain said insurance in full force and effect during the term of this contract.
9. **Workers Compensation:**

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

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
  - One million dollars (\$1,000,000) 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
- One million dollars (\$1,000,000) 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:

Contractor 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
  - One million dollars (\$1,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months 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.

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 canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."
10. **Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.

11. **Assignment Prohibited**. Contractor 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. **Standard of Performance**. Contractor 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 Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor 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 Contractor's profession.

13. **Termination**.

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

- 1) Contractor 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 Contractor pursuant to this Agreement.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor 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 B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor 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 Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

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

14. **Non-Discrimination**. Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,

medical condition, marital status, sex, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section: 12900, et seq.

15. **Records.** Contractor 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 Contractor 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.
16. **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 Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
17. **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.
18. **Conflict of Interest.** Contractor 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, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
19. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor 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.
20. **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.
21. **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 Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
22. **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:

Placer County Executive Office  
Attn: Brett Storey  
2968 Richardson Dr  
Auburn, CA 95603

Phone: (530) 886-5334  
Fax: (530) 886-5343

CONTRACTOR:

PCAPCD  
Attn: Tom Christofk  
3091 County Center Dr. Suite 240  
Auburn, CA 95603

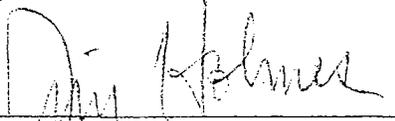
Phone: (530) 745-2321  
Fax: (530) 745-2373

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**

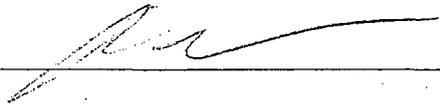
By:

  
\_\_\_\_\_

Jim Holmes, Chairman of the Board of Supervisors

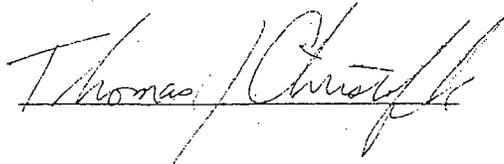
Approved As to Form – County Counsel:

By:

  
\_\_\_\_\_

**PLACER COUNTY AIR POLLUTION CONTROL DISTRICT**

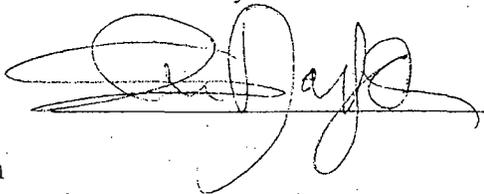
By:

  
\_\_\_\_\_

Thomas J. Christofk  
Director, Placer County Air Pollution Control District

Approved As to Form – Placer County Air Pollution Control District Counsel:

By:

  
\_\_\_\_\_

Christa Darlington  
Deputy County Counsel

**Exhibits**

- A. Scope of Work
- B. Payment for Services Rendered

**EXHIBIT A**

**SCOPE OF SERVICES  
COUNTY OF PLACER  
AND  
PLACER COUNTY AIR POLLUTION CONTROL DISTRICT FOR  
DEPARTMENT OF ENERGY (DOE) -- PLACER COUNTY BIOMASS UTILIZATION  
PILOT PROJECT**

As directed by the County Executive Officer, or his designee, perform the following tasks and duties, as identified below, starting November 1, 2008 and continuing until May 31, 2011.

Contractor agrees to do the following in conjunction with the Placer County Biomass Manager for DOE award # DE-FG36-08GO88026 "Placer County Biomass Utilization Pilot Project":

- 1) Assist the County with the air emissions and carbon emissions offsets study. Specifically, the Contractor will:
  - Determine criteria air pollutant and greenhouse gas emissions from the biomass to energy project.
  - Quantify air emissions that are avoided as the result of the biomass to energy project.
  - Quantify the increased rate of carbon sequestration in the treated forest as the result of the bio-energy sponsored forest biomass fuel thinning activities - to the extent possible relying on the U.S. Forest Service research efforts.
  - Determine projected criteria air and greenhouse gas emissions offset credits from the biomass to energy project, from the results of the previous tasks.
  - Assist in assessing the feasibility of establishing a local Placer County Carbon Offset Credit Trading market, with emphasis on activities including forest fuel thinning for improved forest health, and diversion of biomass to energy conversion that would have otherwise been consumed in the field.
  
- 2) Perform the new source review permit analysis. Specifically, the Contractor will:
  - Perform an engineering analysis which will include a compliance review of both the equipment (the facility and the fuel handling equipment) and emissions to any applicable federal, state, or air pollution rules, regulations, or laws. The review will include a Best Available Control Technology (BACT) analysis, the determination of required offsets, and the review of air dispersion and risk assessment modeling.
  - If the offset of emission increases of the facility are required, then emission reductions credits must be identified in sufficient quantify. The source of emission reductions must meet the criteria of being real, quantifiable, enforceable, and surplus. The Offset Study Task will provide information regarding avoided emissions as well as information to demonstrate that the criteria are met. The contractor will assist in the quantification of emission reductions to be garnered from avoided emissions based on the study information and adopted protocols and methods, and seek U.S. EPA and California Air Resources Board approval.

- 3) Assist the County with the energy economics analysis
- 4) Support the development of tasks for the biomass to energy technical requirements statement of work and requests for proposals (RFP) process development plan.
- 5) Assist the County with developing the communications plan and guidebook.
- 6) Assist with other project support activities, as negotiated and agreed upon by the Contractor and County.

EXHIBIT B

PAYMENT FOR SERVICES RENDERED  
COUNTY OF PLACER  
AND  
PLACER COUNTY AIR POLLUTION CONTROL DISTRICT FOR  
DEPARTMENT OF ENERGY (DOE) - PLACER COUNTY BIOMASS UTILIZATION  
PILOT PROJECT

1. AMOUNT OF PAYMENT. COUNTY shall pay CONTRACTOR a contract total amount not to exceed **Eighty Nine Thousand Dollars (\$89,000)** during the term of this agreement as payment for all services set forth in Exhibit A, which includes payment in full for any reasonable out-of-pocket costs and expenses.
2. PAYMENT SCHEDULE. Monthly payments shall be made to CONTRACTOR within ten (10) days of the last day of each month for services set forth in Exhibit A. Payment shall be made each month as documented, as payment in full for all services set forth in Exhibit A, which includes payment in full for any reasonable out-of-pocket costs and expenses. CONTRACTOR shall invoice COUNTY for services set forth in Exhibit A on a monthly basis (if work has been authorized and performed), by the 15<sup>th</sup> of each month.

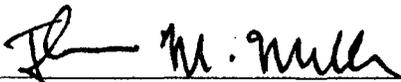
**FIRST AMENDMENT TO PROFESSIONAL SERVICES  
AGREEMENT WITH PLACER COUNTY AIR POLLUTION  
CONTROL DISTRICT FOR DOE PLACER COUNTY BIOMASS  
UTILIZATION PILOT PROJECT**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (Contract 126812 ) is made and entered on this 27 day of July, 2009, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and PLACER COUNTY AIR POLLUTION CONTROL DISTRICT, hereinafter referred to as CONSULTANT.

WHEREAS, on November 1, 2008, COUNTY and CONSULTANT entered into a Contract whereby professional 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 compensation for those additional services.  
NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

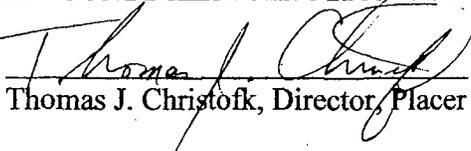
1. That paragraph 1 of the original Contract shall be amended to provide for the additional services and compensation as follows:
  - a. The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services will result in an increase in the contract total of \$6,150, as set out in Attachment "A". This amended scope of work will result in an increase of \$6,150 in the contract amount so that the total contract amount of \$89,000 is increased to \$95,150."
2. The COUNTY agrees to pay to CONSULTANT \$95,150 as the sole compensation under the Contract and as amended by the First Amendment. EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

**COUNTY OF PLACER**

By:  Date: July 23, 2009  
Thomas M. Miller, County Executive Officer

Approved as to Form  
By:  Date: July 22, 2009  
Mark Rathe, Deputy County Counsel

**PLACER COUNTY AIR POLLUTION CONTROL DISTRICT**

By:  Date: 7-9-09  
Thomas J. Christofk, Director, Placer County Air Pollution Control District

**EXHIBIT A**

**AMENDED SCOPE OF SERVICES  
COUNTY OF PLACER  
AND  
PLACER COUNTY AIR POLLUTION CONTROL DISTRICT FOR  
DOE PLACER COUNTY BIOMASS UTILIZATION PILOT PROJECT**

As directed by the County Executive Officer, or his designee, perform the following additional tasks and duties, July 1, 2009, as identified below.

Contractor agrees to do the following in conjunction with the Placer County Biomass Manager for DOE award # DE-FG36-08GO88026 "Placer County Biomass Utilization Pilot Project":

- 1) Provide consultation to the County and TSS in tasks to determine air/water emissions and carbon credit/emissions offsets study.
- 2) Provide consultation to the County and PCS in analyzing the Logistics study tasking. Assist PCS in the preparation of Draft Logistics study report.
- 3) Provide consultation to the County in leading the tasks for the woody biomass fuel source analysis. Assist TSS in the preparation of Draft woody biomass fuel source analysis.
- 4) Provide consultation to the County in leading the tasks for the communications plan and guidebook. Assist County in the preparation of Draft communications plan and guidebook
- 5) Other activities as determined by County in support of the Project.

**Charge out Hourly Rates**

<b><u>Description</u></b>	<b><u>Rate</u></b>
Senior Consultant	\$61.50/hour (2009/2010)

**SECOND AMENDMENT TO PROFESSIONAL SERVICES  
AGREEMENT WITH PLACER COUNTY AIR POLLUTION  
CONTROL DISTRICT FOR DOE PLACER COUNTY BIOMASS  
UTILIZATION PILOT PROJECT**

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (Contract 012681 ) is made and entered on this Tenth day of June, 2011, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and PLACER COUNTY AIR POLLUTION CONTROL DISTRICT, hereinafter referred to as CONSULTANT.

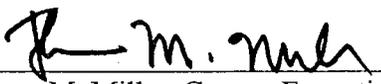
WHEREAS, on November 1, 2008, COUNTY and CONSULTANT entered into a Contract whereby professional services would be provided to the COUNTY: and  
WHEREAS, the parties have agreed to additional services to be provided by Consultant under said contract and compensation for those additional services.

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

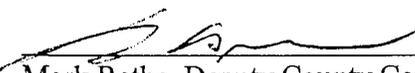
1. That paragraph 1 of the original Contract shall be amended to provide for the additional services and compensation as follows:
  - a. The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services will result in an increase in the contract total of \$7,000, as set out in Attachment "A". This second amended scope of work will result in an increase of \$7,000 in the contract amount so that the total contract amount of \$95,150 is increased to \$102,150."
2. The COUNTY agrees to pay to CONSULTANT \$102,150 as the sole compensation under the Contract and as amended by the First and Second Amendment.

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

**COUNTY OF PLACER**

By:  Date: 6/16/11  
Thomas M. Miller, County Executive Officer

Approved as to Form

By:  Date: 6/16/11  
Mark Rathe, Deputy County Counsel

**PLACER COUNTY AIR POLLUTION CONTROL DISTRICT**

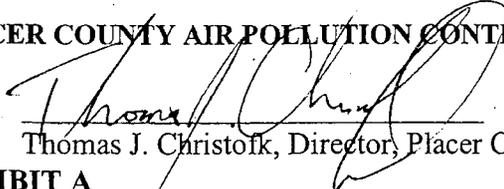
By:  Date: 6-10-11  
Thomas J. Christofk, Director, Placer County Air Pollution Control District

EXHIBIT A

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**ATTACHMENT 3**



**THIRD AMENDMENT TO PROFESSIONAL SERVICES  
AGREEMENT WITH PLACER COUNTY AIR POLLUTION  
CONTROL DISTRICT FOR DOE PLACER COUNTY BIOMASS  
UTILIZATION PILOT PROJECT**

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (Contract 912681 ) is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and PLACER COUNTY AIR POLLUTION CONTROL DISTRICT, hereinafter referred to as CONSULTANT.

WHEREAS, on November 1, 2008, COUNTY and CONSULTANT entered into a Contract whereby professional 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 compensation for those additional services.

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

1. That paragraph 1 of the original Contract shall be amended to provide for the additional services and compensation as follows:
  - a. 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 will result in an increase in the contract total of \$10,000, as set out in Exhibit "B". This third amended scope of work will result in an increase of \$10,000 in the contract amount so that the total contract amount of \$102,150 is increased to \$112,150."
2. The COUNTY agrees to pay to CONSULTANT \$112,150 as the sole compensation under the Contract and as amended by the First and Second Amendment.  
EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

**COUNTY OF PLACER**

By: \_\_\_\_\_  
County Executive Officer

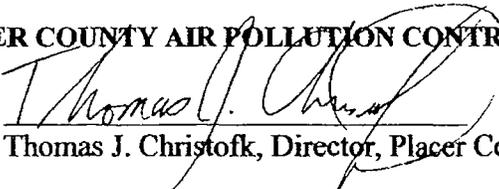
Date: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_  
Mark Rathe, Deputy County Counsel

Date: \_\_\_\_\_

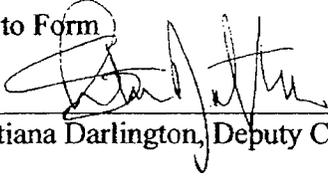
**PLACER COUNTY AIR POLLUTION CONTROL DISTRICT**

By:  \_\_\_\_\_  
Thomas J. Christofk, Director, Placer County Air Pollution Control District

Date: 3-2-2012

Approved as to Form

By:



Date:

11/12, 2012

Christiana Darlington, Deputy County Counsel (for Consultant)

**EXHIBIT A  
AMENDED SCOPE OF SERVICES  
COUNTY OF PLACER  
AND  
PLACER COUNTY AIR POLLUTION CONTROL DISTRICT FOR  
DEPARTMENT OF ENERGY (DOE) – PLACER COUNTY BIOMASS UTILIZATION  
PILOT PROJECT**

As directed by the County Executive Officer, or his designee, perform the following tasks and duties, as identified below, starting March 1, 2012 and continuing until February 28, 2013.

Contractor agrees to do the following in conjunction with the Placer County Biomass Manager for DOE award # DE-FG36-08GO88026 "Placer County Biomass Utilization Pilot Project":

- 1) Assist the County with continuing technology evaluation and related support. Specifically, the Contractor will:
  - Work with Biomass consultants to determine criteria air pollutant and greenhouse gas emissions from the biomass to energy project.
  - Quantify air emissions that are avoided as the result of the biomass to energy project.
  - Determine projected criteria air and greenhouse gas emissions offset credits from the biomass to energy project, from the results of the previous tasks.
- 2) Provide the County with technical input relating to air quality analyses of the project, specifically equipment (the facility and the fuel handling equipment) and emissions to applicable federal, state (including CEQA), or air pollution rules, regulations, or laws.

Additionally, assist in the quantification of emission reductions to be garnered from avoided emissions based on the study information and adopted protocols and methods, and seek U.S. EPA and California Air Resources Board approval.

- 3) Assist the County with all public and stakeholder workshops and reviews.
- 4) Support the review of tasks for the biomass to energy technical requirements statement of work and requests for proposals (RFP) process development plan.
- 5) Assist with other project support activities, as negotiated and agreed upon by the Contractor and County.

**EXHIBIT B**

**AMENDED PAYMENT FOR SERVICES RENDERED  
COUNTY OF PLACER  
AND  
PLACER COUNTY AIR POLLUTION CONTROL DISTRICT FOR  
DEPARTMENT OF ENERGY (DOE) - PLACER COUNTY BIOMASS UTILIZATION  
PILOT PROJECT**

1. AMOUNT OF PAYMENT. COUNTY shall pay CONTRACTOR a contract total amount not to exceed **Ten Thousand Dollars (\$10,000)** during the term of this agreement as payment for all services set forth in Exhibit A, which includes payment in full for any reasonable out-of-pocket costs and expenses.
  
2. PAYMENT SCHEDULE. Monthly payments shall be made to CONTRACTOR within ten (10) days of the last day of each month for services set forth in Exhibit A. Payment shall be made each month as documented, as payment in full for all services set forth in Exhibit A, which includes payment in full for any reasonable out-of-pocket costs and expenses. CONTRACTOR shall invoice COUNTY for services set forth in Exhibit A on a monthly basis (if work has been authorized and performed), by the 15<sup>th</sup> of each month.