



COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AICP
Agency Director

PLANNING

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, AICP
CDRA Director

DATE: May 12, 2009

SUBJECT: **A Resolution Authorizing the Purchasing Manager to
Accept Section 6 HCP Grant and Sign Grant Award Contract**

ACTION REQUESTED:

The Planning Department requests your Board:

1. Adopt a resolution authorizing the Purchasing Manager to accept a Habitat Conservation Planning (HCP) Grant from the State Department of Fish and Game (DFG), and
2. Authorize the Purchasing Manager to sign a \$193,000.00 grant award contract with DFG releasing 2006 HCP grant funds. (\$160,312.00 from the State of California; \$64,398.00 from the County of Placer)

Approval of this resolution accepting the grant funds and the subsequent signing of the contract will make available to the County said grant funds to facilitate completion of the Conservation Plan.

BACKGROUND:

The County's open space and agricultural conservation effort, known as Placer Legacy, is currently developing a comprehensive, multi-species Habitat Conservation Plan (HCP) and Natural Community Conservation Plan (NCCP) that will address both listed and non-listed species. This planning effort is now being referred to as the Placer County Conservation Plan (PCCP). The County has partnered with other local agencies and state government to develop this plan. Participating agencies include the City of Lincoln, the South Placer Regional Transportation Authority (SPRTA), Placer County Water Agency (PCWA), and the Placer County Resource Conservation District (RCD). The primary objective of the HCP/NCCP is to provide for the conservation of the County's natural resources and provide for the protection of sensitive species and their respective habitats.

For a number of years, Placer County has been awarded Planning Assistance grants for a variety of critical tasks required to complete the HCP/NCCP. This 2006 Section 6 funding proposal will allow Placer County to complete the Western Placer County Conservation Plan. This project task is fundamental to implementing a successful Phase 1 HCP/NCCP.

FISCAL IMPACT:

Accepting grant is contingent upon a County match of \$64,398.00. Current Placer County contracts and staff time represent more than a sufficient match to meet 2006 Section 6 grant award contractual obligations.

Respectfully submitted,



MICHAEL J. JOHNSON, AICP
Director of Planning

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

ATTACHMENTS:

Attachments:

- Exhibit A: Resolution Authorizing the Purchasing Manager to Accept Section 6 Habitat Conservation Planning Grant
- Exhibit B: Section 6 Habitat Conservation Planning Grant Contract

cc: Holly Heinzen, Assistant County Executive Officer
Jim Boggan, Purchasing Manager
James Navicky, Department of Fish and Game

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

In the matter of:

A RESOLUTION AUTHORIZING AND DIRECTING THE PURCHASING MANAGER AND THE PLANNING DIRECTOR TO ACCEPT A HABITAT CONSERVATION PLANNING GRANT FROM THE STATE DEPARTMENT OF FISH AND GAME TO HELP COMPLETE THE PLACER COUNTY CONSERVATION PLAN, AND EXECUTE DOCUMENTS IN CONNECTION THEREWITH

Resolution No.: _____
FIRST READING: _____

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 on roll call:

Ayes: _____

Noes: _____

Absent: _____

Signed and approved by me after its passage.

Attest:

Clerk of said Board

Chairman, Board of Supervisors

Clerk of the Board Signature

Chairman Signature

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 P0882008, 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 complete the PCCP has been submitted through the State Department of Fish and Game, and grants in the amount of \$193,000 has been awarded to assist in funding the completion of the PCCP process;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER that the Purchasing Manager and Planning Director are hereby authorized and directed to accept a Habitat Conservation Planning Grant from the State Department of Fish and Game to help 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 Game.



RECEIVED
FEB 04 2009



February 3, 2009

Loren Clark
County Of Placer
3091 County Center Drive
Ste 140
Auburn, CA 95603

PLANNING DEPT.

Re P0882008 00 PLACER COUNTY HABITAT CONSERVATION PLAN/NATURAL COMMUNITY CONSERVATION PLAN

Enclosed is one (1) complete set of the Agreement and six (6) signature sheets. Please sign and return the six (6) signature sheets with original signatures within fifteen (15) working days to:

Department of Fish and Game,
Contract Management Section
1416 9th Street, 12th Floor, Room 1211B
Sacramento, CA 95814.
ATTN: Lynne Shively

Please do not make any changes to this Agreement. Contact the Contract Manager for direction.

Contracts are not effective until approved by the Department of General Services or the Department of Fish and Game as required by State procedure. A fully approved Agreement will be sent to you when executed.

Please refer to the box(es) checked below for further instruction:

- If you do not have a Payment Data Record form (STD 204) on file with DFG, please complete the attached, sign and return.
- Contractor Certification Clauses (CCC 307). The Contractor Certification package contains clauses and conditions that may apply to your Agreement and to persons doing business with the State of California. The CCC 307 is available on the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Please download, sign and return "Page One". Failure to do so will prohibit the State of California from doing business with your company.



Please return a copy of your Authorizing Resolution.

- Please submit the Accord Certificate of Liability Insurance (not less than \$1,000,000).

Questions concerning the services to be performed under this Agreement should be directed to the Contract Manager James Navicky at (916) 338-2926.

Sincerely,

Renee Laoyan
Contract Analyst

Enclosure(s)
c: File, Suspense
NCR, James Navicky
HCB, Cathy Grunwaldt

PROCUREMENT DIVISION
2009 FEB 10 AM 10:16
PLACER COUNTY
BY
RECEIVED

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STATE OF CALIFORNIA STANDARD AGREEMENT STD. 213 (Rev 06/03)	AGREEMENT NUMBER P0882008
	REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
DEPARTMENT OF FISH AND GAME
CONTRACTOR'S NAME
County of Placer
- The term of this Agreement is: **The effective date of this contract is either the start date or the approval date by the Department of General Services, whichever is later. No work shall commence until the effective date.**
3/15/09 through 12/31/10
- The maximum amount of this Agreement is: **160,312.00**
One Hundred Sixty Thousand, Three Hundred Twelve Dollars and No Cents
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	6 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
*Exhibit C – General Terms and Conditions	GTC 307
Exhibit D – DFG Additional Provisions	5 Pages
Exhibit E – Federal Provisions	3 Pages

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at www.pls.dgs.ca.gov/standard+language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Placer		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Jim Boggan, Purchasing Manager		
ADDRESS 2962 Richardson Drive Auburn, CA 95603		
STATE OF CALIFORNIA		
AGENCY NAME DEPARTMENT OF FISH AND GAME		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Cynde Jones, Assistant Deputy Director, Administration		
ADDRESS 1416 9th Street, 12th Floor Sacramento, CA 95814		

1. The Contractor agrees to provide, to the Department of Fish and Game (DFG), services as described herein:

This scope of work identifies Phase 1 tasks to be conducted by Placer County Planning Department Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) consultant Thomas Reed Associates. All funds awarded in 2006 will be used for to complete the conservation plan task (Conservation Plan Assistance). Our 2006 Section 6 award funds will be used to modify the HCP/NCCP document resulting from agency comments and the public review period. This review is expected to occur during the first year of the reporting period associated with this Planning Assistance Grant. Funding of this task represents the final funding needed to complete the conservation plan.

The Contractor has competitively bid the consulting work. In addition, the work that is to be subcontracted out, has been competitively bid by the prime Contractor.

2. The services shall be performed at:

Placer County Planning Department offices located in Auburn, California

3. The services shall be provided by:

The services shall be provided from Monday through Friday between the hours of 8:00 AM and 5:00 PM unless authorized by the Department of Fish and Game.

4. The Project Officials during the term of this Agreement will be:

DFG Contract Manager

Name: James Navicky
Phone: (916) 358-2926
Fax: (916) 358-2912
Email: jnavicky@dfg.ca.gov

Contractor Project Director

Name: Loren Clark
Phone: (530) 886-3000
Fax: (530) 886-3080
Email: Lclark@placer.ca.gov

Direct all inquiries to:

Department of Fish and Game
Section/Unit:
Attention: James Navicky
Address: 1701 Nimbus Road
Rancho Cordova, CA 95670
Phone: (916) 358-2926
Fax: (916) 358-2926
Email: jnavicky@dfg.ca.gov

Contractor: County of Placer
Section/Unit: Planning Department
Attention: Loren Clark
Address: 3091 County Center Dr., Ste. 140
Auburn, CA 95603
Phone: (530) 886-3000
Fax: (530) 886-3080
Email: Lclark@placer.ca.gov

The Contract Manager may be changed at any time by DFG by providing a ten (10) day advance written notice to the Contractor.

The Contractor's Project Manager may be changed at any time by the Contractor by providing a ten (10) day advance written notice to DFG.

5. SCOPE OF WORK

A. Background and Objectives

In 2001, the California Department of Finance identified Placer County as the fastest growing County in the state. The City of Lincoln was and continues to be the fastest growing city in California. The majority of this growth is occurring in the western region in the lower foothills of the Sierra Nevada and the floor of the Central Valley. Even with the rapid change to the environment associated with this growth, there are significant opportunities to permanently protect resources. However, the risk of losing an opportunity to comprehensively plan for resource protection may elude the County if steps are not taken now. In the absence of a locally based, comprehensive effort, the status quo condition will continue, i.e., the project-by-project review of resources resulting in fragmented mitigation and virtually no conservation.

The County's open space and agricultural conservation effort known as Placer Legacy, is currently developing a comprehensive, multi-species Habitat Conservation Plan (HCP) and Natural Community Conservation Plan (NCCP) that will address listed and non-listed species. This planning effort is now being referred to as the Placer County Conservation Plan (PCCP). The County has partnered with other local agencies and state government to develop this plan. Participating agencies include the City of Lincoln, the South Placer Regional Transportation Authority (SPRTA), Placer County Water Agency (PCWA), and the Placer County Resource Conservation District (RCD). The primary objective of the HCP/NCCP is to provide for the conservation of the County's natural resources and provide for the protection of sensitive species and their respective habitats. The Plan is to be developed in 3 phases; Placer County is currently completing work associated with the first phase of the Plan, covering all of western Placer County.

For a number of years, Placer County has been awarded Planning Assistance grants for a variety of critical tasks required to complete the HCP/NCCP. The following has been accomplished to date:

- Phase 1 Science Advisor Report
- Land Cover and Habitat Inventory for the Phase 1 Area
- Vernal Pool Ecosystem Assessment
- Emergent Wetland Mapping Study for the Phase 1 Area
- Salmonid Spawning Survey for the Phase 1 Area
- Wintering and Migratory Bird Report for Western Placer County
- Riparian Buffer Study and Functional Assessment Model for Riparian Systems
- Western Placer County Streams Literature Review and Stream Assessment
- Agency Review Draft Phase 1 Conservation Plan

- CARP Ordinance and Administrative Draft Operation Procedures Manual
- 2050 Spatially Explicit Population and Employment Projection for the Phase 1 Area

This 2006 Section 6 funding proposal will allow Placer County to complete the Phase 1 conservation plan. This project task is fundamental to implementing a successful Phase 1 HCP/NCCP.

Placer County will be seeking additional funding from the U.S. Fish and Wildlife Service (USFWS) to assist in initiating and completing our Phase 1 HCP/NCCP. The additional funding support from the requested grant will enable the completion of the tasks identified in this proposal by December 31, 2011. Placer County, in cooperation with member entities and the State of California, will commit up to a non-federal match of 25% to support the activities proposed to be funded by the grant.

Separate funding has already been secured to prepare our ecological baseline assessment report, impact analysis, draft conservation strategy, a finance plan, public draft HCP/NCCP document, and other key products for the Placer County HCP/NCCP. This funding was secured through fiscal years 2002-2005 Section 6 Planning Grants, fiscal years 2002-2005 State of California Planning Grant as well as Placer County's state and federal planning funds.

The Placer County HCP/NCCP will permanently protect habitat, establish preserve designs, and establish management guidelines for the conservation and recovery of at least 33 sensitive species. The vegetation communities upon which they depend include agricultural cropland, annual grassland savannah, aquatic environments, chaparral, emergent wetlands, oak woodlands, riparian, and vernal pools. These eight major habitat types have the potential to provide fully functional ecosystems for the species proposed for coverage in the HCP/NCCP, but are unlikely to withstand the growth pressures outlined above unless a comprehensive landscape-level program is developed and implemented. Consequently, Placer County and its member entities are committed to preparing and implementing an HCP/NCCP that will anticipate future development and other land uses that are likely to occur in the county. This plan will also provide a framework to ensure for the conservation needs of the covered species, and that these activities appropriately avoid, and minimize project impacts to Covered Species and their habitats.

The State of California is the only state to enact a law that closely complements the habitat conservation planning process of ESA. The Natural Community Conservation Planning (NCCP) Act encourages the development of multi-species, ecosystem based plans that provide for the conservation and recovery of both listed and unlisted species within the plan area. The NCCP Act requires a recovery standard for permit issuance, independent scientific input, and significant public participation. When applied together, the ESA and NCCP Act bring their complementary strengths to conservation planning to provide greater conservation benefits than either Act alone. Information on the NCCP program can be found at www.dfg.ca.gov/nccp

B. WORK TO BE PERFORMED

CONSERVATION PLAN ASSISTANCE

The Agency Review Draft Placer County Conservation Plan is currently being reviewed by the resource agencies. Several administrative drafts are anticipated prior to releasing this document for public review. Once under public review, modifications to the document are anticipated to address public comments and ensure that any

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outstanding agency and public concerns are resolved. This task will help fund modifications to the PCCP document resulting from the public review period. This review is expected to occur during the first year of the reporting period associated with this Planning Assistance Grant. Funding of this task represents the final funding needed to complete the conservation plan.

Tasks to be carried out by TRA Environmental Sciences in 2009 in support of the Placer County Conservation Plan.

Task 1. Species Information. Review, analyze, and update the range information for covered species within Placer County to be used in preparing the species level goals and objectives for the PCCP.

The analysis will address the following issues:

1) Ascertain which species, if any, have such a limited occurrence in Western Placer County and the State of California that the specific areas of occurrence would need protection.

2) Recommend priority areas for protection based on limited occurrences and species range information. Establish higher and lower priority areas for protection.

3) Recommend amount of area to be set aside for each species based upon the level of impacts to each species from the covered activities.

The completed analysis will be used to direct the species specific goals and objectives and the results will be incorporated into the PCCP document. In addition, TRA will draft the "conservation strategy" text for each of the species to be added to the species accounts.

Task 2. Conservation Strategy

With input from the Interagency Working Group, Biological Working Group, and Science Advisors, TRA will delineate the scientifically sound principles of conservation biology used in formulating those provisions of the conservation strategy to protect, restore, or enhance the ecosystems, natural communities, and habitat types within the plan area. The conservation strategy will include:

a. **Conservation Measures.** Using the best available scientific information, the plan will identify those actions to be undertaken to protect, restore or enhance the habitat, natural communities, and species diversity within the plan area. These actions will include the creation and long-term management of habitat reserves and other measures that will provide equivalent conservation of covered species within the plan area. Reserves and conservation measures will:

- Maintain the ecological integrity of large habitat blocks, ecosystem function, and biological diversity.
- Provide conservation of covered species within the plan area and linkages between them and adjacent habitat areas outside of the plan area.
- Protect and maintain habitat areas that are large enough to support sustainable populations of covered species.
- Incorporate a range of environmental gradients and high habitat diversity to provide for shifting species distributions due to changed circumstances.
- Sustain the effective movement and interchange of organisms.

b. **Compatible Uses.** The plan will identify appropriate activities, and any restrictions on activities, within the conserved areas.

c. **Schedule.** The plan will contain a schedule for the implementation of conservation measures, including obligations of landowners and plan signatories and consequences of the failure to acquire lands in a timely manner.

d. Measurable Goals. The plan will set forth objective, measurable goals to ensure that the conservation measures identified in the plan are carried out in accordance with the schedule and goals set forth in the plan.

Task 3. Oak Woodland Conservation Strategy. Preparation of Oak Woodland Conservation Strategy for the Placer County Conservation Plan, Defensible Space Management Recommendations for Reserve Lands, Standards and Ordinance(s) and Oak Woodlands Management Guide

TRA will obtain the services of Dr. Richard Harris to develop a Woodland Conservation Strategy and supporting work products. Dr. Richard Harris will work under supervision of Placer County will be expected to perform the following tasks.

Task 3.1 Oak Woodland Conservation Strategy:

The consultant will provide a conservation strategy for oak woodlands located within the Phase 1 boundary of the Placer County Conservation Plan (PCCP). The conservation strategy will identify impacts to oak woodlands including direct impacts due to habitat destruction and indirect impacts associated with fragmentation, introduction of incompatible land uses and detrimental land management practices (e.g., over grazing, irrigation, etc.). The conservation strategy will be integrated into the conservation plan prepared for the PCCP by TRA Environmental.

The conservation strategy will identify appropriate mitigation and conservation measures to account for the direct and indirect losses that are predicted between 2010 and 2050 (impact projection data to be provided by Placer County and TRA Environmental). For habitat fragmentation impacts, the consultant will identify mitigation and conservation measures that account for losses associated with rural residential development (i.e., 1-10 acres/du). The conservation strategy shall distinguish between impacts to be addressed by the PCCP (landscape-level and stand-level effects) and impacts to trees. Tree impacts will be addressed by a local tree ordinance. Mitigation measures for the PCCP shall also meet the obligations of PRC 21083.4 for landscape-level and stand-level effects.

The conservation strategy will emphasize conservation and restoration over compensatory mitigation. As a part of this task, the consultant will work with Placer County and TRA Environmental to identify appropriate lands for conservation and restoration.

Task 3.2 Fire Safe Vegetation Management Recommendations:

Under direction of the Planning staff, consult with Placer County Firesafe Council, CAL FIRE, the Placer County Fire Warden, and others as necessary to determine concerns, constraints and opportunities associated with controlling and/or reducing fire hazards on lands acquired, restored and/or protected as a part of PCCP implementation. This task will include one or more of the following subtasks:

1. Review and summarize the vegetation management requirements in existing County policies and ordinances, including the existing Tree Protection Ordinances, the Placer County General Plan and Community Plans. Determine their potential effects on vegetation management practices implemented to control and/or reduce fire hazards on open space lands.
2. Develop PCCP fire safe vegetation objectives;
3. Prepare draft recommendations and standards for achieving fire safe vegetation objectives on PCCP reserve lands;
4. As directed by Planning staff, circulate the draft recommendations and standards to the Firesafe Council, CAL FIRE, the Placer County Fire Warden, and others to obtain review and comments;
5. Revise the recommendations and standards as necessary to address comments. Prepare a briefing paper outlining how comments were addressed;
6. Incorporate the draft recommendations, standards and ordinance(s) into the PCCP conservation strategy.
7. With the assistance of Planning staff, the Placer County Fire Warden and County Counsel, prepare the final PCCP Fire Safe Vegetation Recommendations
8. Prepare final recommendations and standards, incorporating revisions suggested by the Board of Supervisors, where appropriate.
9. Planning staff will present any final ordinance for adoption by the Board of Supervisors.

Task 3.3 Oak Woodlands Management Guide:

Under direction of Placer County, the consultant will update the County's Oak Woodlands Management Guide that is presently used to identify appropriate mitigation and conservation measures for projects subject to discretionary review and consequently subject to an evaluation of environmental effects pursuant to CEQA. The purpose of the update to the Guide is to insure that the PCCP conservation strategy for oak woodlands is consistently applied to discretionary projects.

1. Revise the current draft Placer County Oak Woodlands Management Guide as necessary to address application to agricultural activities and requirements for fire hazard reduction on residential properties and open space;
2. Consult with stakeholders and other interested parties regarding the revised guide;
3. Prepare a document providing recommendations for management of preserved oak woodland parcels ("APPENDIX F" of draft guide);
4. Coordinate review with Planning staff and prepare the final Oak Woodlands Management Guide for public review.

Task 4 Vernal Pool Restoration Strategy. TRA will obtain the services of D. Christopher Rogers, Ecoanalysts, Inc, to assist with the development of a vernal pool restoration strategy. Mr. Rogers will work under supervision of TRA and will be expected to perform the following tasks:

Task 4.1: Conduct a literature search and contact experts to come up with a status report on vernal pool complex restoration in western Placer County.

Task 4.2: Assist with assessing the restorability of vernal pool complexes in Western Placer County. Work with TRA staff, County staff, Jeff Glazner of North Fork Associates.

Task 4.3: Assist with determining costs, risks (likelihood of success), and appropriate performance monitoring for vernal pool complex restoration.

C. SCHEDULE OF COMPLETION DATES

Activity	Date
Task 1 Species Information	May 2009
Task 2 Conservation Strategy	February 2010
Task 3 Oak Woodland Conservation Strategy	September 2009
Task 4 Vernal Pool Restoration Strategy	January 2010

D. REPORTS

Placer County Planning Department will complete all reports required by the Department of Fish & Game, including, but not limited to, a final report documenting completion of all grant related tasks prior to December 31, 2010.

1. INVOICING AND PAYMENT

- A. For services rendered in accordance with the Scope of Work, and upon receipt of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. The Contractor shall be paid **monthly** in arrears, upon submission of an original and two copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

Contract Manager:	James Navicky
Region / Division:	Region 2 – North Central Region
Address:	1701 Nimbus Road, Rancho Cordova, CA 95670

- C. The original and one (1) approved copy of the invoice will be forwarded to the Department of Fish and Game's Accounting Claims Section by the Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.
- D. Payments made prior to satisfactory completion of all work required by the Agreement shall not exceed, in the aggregate, ninety percent (90%) of the total earned with the balance to be paid upon satisfactory completion of the task or Agreement, and provided further, that the Department of Fish and Game shall retain from the Contractor's earnings for each period for which payment is made, an amount equal to ten percent (10%) of such earnings, pending satisfactory completion of the task or Agreement.
- E. The invoice shall contain the following information:
 - 1. The word "Invoice" should appear in a prominent location at the top of the page(s);
 - 2. Printed name of the Contractor;
 - 3. Business address of the Contractor including P.O. Box, City, State, and Zip Code;
 - 4. Name of the Region/Division of the Department of Fish and Game being billed;
 - 5. The date of the invoice and the time period covered;
 - 6. The number of the agreement upon which the claim is based, and;

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7. An itemized account of the services for which the Department of Fish and Game is being billed. Include all of the following:
 - a. The time period covered by the invoice, i.e., the term "from" and "to";
 - b. A description of the services performed;
 - c. The method of computing the amount due based on a line item budget/cost reimbursement method. Payments will be made by the State to the Contractor, in arrears, upon receipt of an itemized invoice showing the time period covered and the work items accomplished. The invoice must be itemized using the categories and following the format of the attached budget.
 - d. 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 Contractor under the terms of this agreement; and
 - e. The original signature of the Contractor (not required of established firms or entities using preprinted letterhead invoices)

2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any additional provisions of this Agreement.
- D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

LINE/TASK ITEM BUDGET

The County of Placer will provide \$ 64,398 (25% Non-Federal match grant mandate) in funds to complete tasks described in Exhibit A, Scope of Work. The State will provide an amount not to exceed \$160,312 as shown below in this estimated budget. Accurate records of in-kind funds or services will be made available to the State upon request at any time during the term of this agreement.

ITEM	AMOUNTS		TOTAL
	<u>DFG/Contract</u> <u>Cost</u>	<u>County</u> <u>Cost</u>	
Personal Services		In-Kind**	
Operating Services:			
Postage, Office Supplies, Telephone/Fax, *Travel and Per Diem		In-Kind**	
Subcontractors - Thomas Reed Associates			
Task 1 Species Information	\$30,312		
Task 2 Conservation Strategy	\$70,000		
Task 3 Oak Woodland Conservation Strategy	\$38,000		
Task 4 Vernal Pool Restoration Strategy	\$22,000		
TOTAL PROJECT OPERATING EXPENDITURES	160,312	64,398	
*****	*****	*****	*****
FOR DISPLAY PURPOSES ONLY			
DFG OVERHEAD AT 20.39%			
** OVERHEAD AMOUNT NOT PAID TO CONTRACTOR **	32,688		
TOTAL GROSS PROJECT COST	193,000	64,398	257,398

**In-Kind costs, Personal Services and Operating Services, shall be provided by the County of Placer.

ADDITIONAL PROVISIONS

1. **LICENSES AND PERMITS (If Applicable)** ~ The Contractor shall be an individual or firm licensed to do business in California and shall obtain, at his/her expense, all licenses and permits required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the City/County in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letters from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the DFG, a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.

In the event any licenses and/or permits expire at any time during the term of this Agreement, Contractor agrees to provide the DFG a copy of the renewed licenses and/or permits within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect, at all times, all required licenses and permits, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.
2. **RIGHTS IN DATA** ~ The Contractor agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
3. **SETTLEMENT OF DISPUTES** ~ Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be resolved informally, shall be decided by the following two (2) step procedure:
 - a. The Contractor must provide written notice of the particulars of such disputes to the DFG Contract Manager or appointed representative. The DFG Contract Manager must respond, in writing, within ten (10) working days of receipt of the written notice of dispute. Should the Contractor disagree with the DFG Contract Manager's decision, the Contractor may appeal to the second level. Pending the decision on appeal the Contractor shall proceed diligently with the performance of this Agreement in accordance with the DFG Contract Manager's decision.
 - b. The second level appeal must indicate why the DFG Contract Manager's decision is unacceptable, attaching it to the Contractor's original statement of the dispute with supporting documents, and a copy of the DFG Contract Manager's response. This letter of appeal shall be sent to the Department of Fish and Game, Deputy Director, or duly appointed representative. The second level appeal must be filed within fifteen (15) working days upon receipt of the DFG Contract Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such rights to an adjustment of this Agreement. The Deputy Director, or designee, shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee, shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal. The decision of the Deputy Director, or designee, will be final.
4. **PROPERTY ACQUISITIONS** ~ Property, as used in this section shall include:
 - a. **Equipment** – Tangible property (including furniture) with a unit cost of \$5,000.00 or more, and a useful life of four (4) years or more. Actual costs include the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.
 - b. **Furniture** – Standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.

- c. **Portable Assets** – Items considered 'highly desirable' because of their portability and value, e.g., calculators, typewriters, Dictaphones, cameras and microscopes, etc.
- d. **Electronic Data Processing (EDP) Equipment** – All computerized and auxiliary automated information handling including system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video, and data communications, requisite system controls, simulation and all related interactions between people and machines.

The Contractor may purchase property under this Agreement only if specified in Exhibit B titled 'Budget Detail and Payment Provisions'. Any property purchased by the Contractor, with funds provided under this Agreement, shall be the property of the State during the customary depreciable life thereof. The Contractor shall promptly report any such purchase to the DFG Contract Manager and to the State's Property Officer. Should this Agreement be terminated for any reason, or upon expiration and failure to negotiate hereof, all such property shall be returned to the State within the timeframe negotiated between the Contractor and the State. Prior written authorization by the DFG Contract Manager shall be required before the Contractor will be reimbursed for any property purchases not specified in the Budget. The Contractor shall provide to the DFG Contract Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Before property purchases made by the Contractor are reimbursed by the State, the Contractor shall submit paid vendor receipts identifying the Agreement number, purchase price, description of the item, serial number, model number, and location, including street address where property will be used during the term of this Agreement. Said paid receipts shall be attached to Contractors' invoices. The Contractor shall keep adequate and appropriate records of all property purchased with Agreement funds and at the time of purchase, prepare a Property Purchased with State Funds report and submit one (1) copy to the DFG Contract Manager, and one (1) copy to the Property Officer; one (1) copy must be retained by the Contractor.

The State reserves the right, at any time, to evaluate the cost of property and reimburse at an amount equal to costs reflected in but not limited to Agreements the State Department of General Services, Procurement Division has negotiated with vendors who supply the same type of property. The Contractor shall tag all acquisitions. The purpose of tagging assets is to designate the assets as belonging to the State.

Lost, Stolen or Destroyed Property - the Contractor shall immediately report the loss, theft or destruction to the local law enforcement agency (or the California Highway Patrol {CHP} if the crime occurs on either state-owned or state leased property) and to the DFG Contract Manager and prepare a Property Survey Report.

In the case of stolen property, the Contractor shall also complete a CHP Report of Crime on State Property (STD 99) form, and obtain a copy of the law enforcement agency's report to submit to the DFG Contract Manager. The Contractor shall adjust their property records and retain a copy of the Property Survey Report as documentation.

Losses of State property due to fraud or embezzlement shall be reported in the same manner as described above. The Contractor shall be charged with any loss and damages to State property due to the Contractor's negligence. The Contractor shall, at the request of the State, submit an inventory of property furnished or purchased under the terms of this Agreement. Such inventory will be required not more frequently than annually.

Upon termination, expiration or failure to negotiate renewal of this Agreement, all property purchased with Agreement funds shall promptly be returned to the State. The Contractor shall prepare an inventory of State Furnished Property report and submit to the State and shall at that time query the DFG Contract Manager as to the State's requirements, including the manner and method, in returning said property to the State. Final disposition of such property shall be at State expense in accordance with instructions from the DFG Contract Manager to be issued immediately after receipt of the final inventory.

State policies and procedures applicable to procurement with nonfederal funds shall apply to procurement by the Contractor under this Agreement provided that procurements conform to applicable State law and the standards identified in this section. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State college and university public works projects; the California Constitution governing University of California contracting; the State Administrative Manual (S.A.M.); statutes applicable to specific local agencies; and applicable City and County charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

5. **INCOME RESTRICTIONS** ~ The Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this Agreement.
6. **CONFIDENTIALITY OF DATA** ~ All financial, personal, technical, and other data and information relating to the California State Department of Fish and Game operations which are designated confidential by the California State Department of Fish and Game, and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement shall be protected by the Contractor for the protection of the Contractor's data and information are deemed by the California State Department of Fish and Game's confidential information, such methods and procedures may be used, with written consent of the California State Department of Fish and Game, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph, to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement or is rightfully obtained from third parties.
7. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENTS** ~ The Contractor agrees to use DVBE subcontractors or suppliers originally identified by the Contractor, unless the Contractor requests substitution, in writing beforehand to the DFG Contract Manager and the DFG Contract Manager has approved such substitution. At a minimum, the request must include:
 - a. A written explanation of the reason for the substitution; and
 - b. The identity of the person or firm substituted.

The request and the DFG Contract Manager's approval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the subletting and subcontracting Fair Practices Act or any other Agreement requirements relating to the substitution of subcontractors. Failure to adhere to at least the level of participation for DVBE proposed by the Contractor may be cause for Agreement termination and recovery of damages under the rights and remedies due the State.

8. **DISCLOSURE REQUIREMENTS** ~ Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Contractor or subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Contractor shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

9. **USE OF SUBCONTRACTOR(S)** ~ If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:
 - a. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
 - b. The Agreement between the primary Contractor and the subcontractor must be in writing;
 - c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
 - d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

10. **POTENTIAL SUBCONTRACTOR(S)** ~ Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the primary Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the primary Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
11. **TRAVEL AND PER DIEM** ~ The Contractor agrees that all travel and per diem paid its employees under this Agreement shall be at rates not to exceed those amounts paid to the State's represented employees under collective bargaining agreements currently in effect. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.
12. **NOVATION** ~ If the Contractor proposes any Novation Agreement, the State shall act upon the proposal within sixty (60) days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the sixty (60) day period, and confirm in writing within five (5) days. No Novation Agreement shall become operative or otherwise binding on the State pursuant to this paragraph in the absence of a formal Novation Agreement amendment which has been approved in accordance with all applicable State policy, laws and procedures.
13. **LIABILITY INSURANCE (JANITORIAL, PORTABLE TOILET RENTAL, ETC.)** ~ When the Contractor submits a signed Agreement to the State, the Contractor shall furnish to the State, a certificate of insurance stating that there is liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

The Contractor agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Contractor agrees that no work or services shall be performed prior to giving of such approval. In the event the Contractor fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

The Department of Fish and Game will not provide for, nor compensate the Contractor for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Contractor supplied personnel and equipment used in the performance of this Agreement. If subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Contractor's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

14. **COMPUTER SOFTWARE (IT SERVICES)** ~ The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

15. **INSPECTION** ~ The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made by the State of the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require their subcontractor(s) to provide all reasonable facilities and assistance for the safety and convenience of the State representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.
16. **FORCE MAJEURE** ~ Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by 'Force Majeure'. As used in this section, 'Force Majeure' is defined as follows: Acts of war, acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
17. **FORCED, CONVICT AND INDENTURED LABOR** ~ No foreign-made equipment, materials, or supplies furnished to the State pursuant to this Agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to the State or accepting a purchase order, the Contractor agrees to comply with this provision of the Agreement. This requirement does not apply to public works (construction) Agreements.
18. **CONTRACT STAFF REQUIREMENTS** ~ The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California State Department of Fish and Game or any other governmental entity.
19. **EVALUATION OF CONTRACTOR (CONSULTANT AGREEMENTS ONLY)** ~ Performance of the Contractor, under this Agreement, will be evaluated. The evaluation shall be prepared on a Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file.

If the Contractor did not satisfactorily perform the work or service, a copy of the negative evaluation form will be submitted to the Contractor and the Department of General Services, Legal Division, within fifteen (15) days of the completion of the evaluation. The Contractor will have thirty (30) days to prepare and send statements defending its performance under the Agreement. The evaluation of the Contractor shall not be a public record.

20. **REQUIREMENTS FOR LEGAL AGREEMENTS ONLY** ~ In accordance with Public Contract Code § 10353.5, the Contractor shall:
 - ❖ Agree to adhere to legal costs and billing guidelines designated by the State;
 - ❖ Adhere to litigation plans designated by the State;
 - ❖ Adhere to case phasing of activities designated by the State;
 - ❖ Submit and adhere to legal budgets as designated by the State;
 - ❖ Maintain legal malpractice insurance in an amount not less than the amount designated by the State;
 - ❖ Submit to legal bills legal bill audits and law firm audits if requested by the State or by any legal cost control providers retained by the State for this purpose; and
 - ❖ Submit to a legal cost and utilization review, as determined by the State.

**FEDERAL PROVISIONS
(FEDERAL FUNDS)**

1. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESSES:** The Contractor agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:
 - a. Include qualified small, minority and women-owned businesses on solicitation lists;
 - b. Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women-owned businesses;
 - d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses;
 - e. Using the services and assistance of the Small Business Administration, the Minority business Development Agency of the U.S. Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification; and
 - f. If the Contractor awards subcontracts, requiring the subcontractor to take the affirmative steps in paragraphs A through E of this section.
2. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.
3. **PRIVITY:** This Agreement is funded in whole or in part by a grant from the Federal Government. Neither the United States nor any of its departments, agencies, or employees are, or will be, a part to this Agreement or any lower tier subcontract or to any solicitation or request for proposal.
4. **COMPLIANCE WITH FEDERAL REGULATIONS:** The Contractor understands that the State is obligated, in accordance with its assistance Agreement with the Federal Government, to comply with the provisions of federal regulations contained in Title 48 Code of Federal Regulations (CFR) Part 31 and any conditions in the grant Agreement and any amendments thereto. In order to ensure that the State can meet these obligations, the Contractor warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with: 1) all applicable provisions of Title 48 CFR Part 31; and 2) all general and special conditions contained in the Agreement.
5. **COPYRIGHTS:** The Contractor agrees to and does hereby grant to the Federal Government, a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights of copyright which the Contractor purchases, in whole or in part, with funds provided by this Agreement.
6. **STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM:** The Contractor and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:
 - a. Permit preparation of reports required by Title 48 CFR Part 31 (including those required by Title 48 CFR part 31.40 and 31.41) and statutes authorizing the grant.
 - b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

A requirement to this effect shall be placed in all subcontracts related to performance of work under this Agreement.

7. **APPLICABLE COST PRINCIPLES:** The cost principles for this Agreement are applicable as set forth below (Office of Management and Budget (OMB):

- OMB Circular 21 – Education Institutions; or
- OMB Circular A-87 – State, Local or Indian Tribe Governments; or
- OMB Circular A-122 – Cost Principles for Non-Profit Organizations; or
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations; or
- Title 48 CFR Part 31 – For-Profit Organizations

Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Contractor or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

8. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the US Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress of any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds.

The DFG has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

9. **ENVIRONMENTAL QUALITY (FOR AGREEMENTS IN EXCESS OF \$100,000):** The Contractor and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and, Title 40 CFR part 15.

The Contractor shall comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ. L. 94-163).

10. **RECYCLED PAPER:** The Contractor agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to the State. This requirement does not apply to reports which are prepared on form supplied by the Federal Government. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

11. **SINGLE AUDIT ACT:** To the extent applicable, the Contractor shall be subject to and shall comply with the provisions and requirements of the Single Audit Act of 1984 (Pub. L. 98-502) and implementing policies, procedures and guidelines, including applicable circulars issued by the Federal OMB.

12. **FEDERAL ASSURANCES:** It is further agreed that by signing this Agreement, the contractor is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the DFG on the basis of race, color, national origin, age, sex (in education activities) or disability.

13 **USE OF SUBCONTRACTORS:** If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Contractor shall submit any subcontracts to the State for approval prior to the execution of this Agreement;
- b. The Agreement between the primary Contractor and the subcontractor must be in writing;
- c. The subcontractor must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under this Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately in writing, by the primary Contractor.

Further, any subcontract entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

