



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

**PLANNING  
SERVICES DIVISION**

Michael J. Johnson, AIPC  
Agency Director

E.J. Ivaldi, Deputy Director

**MEMORANDUM**

**TO:** Honorable Board of Supervisors

**FROM:** Michael J. Johnson, AIPC  
Agency Director  
Loren Clark, CD/RA Assistant Director

**DATE:** September 9, 2014

**SUBJECT: PLACER COUNTY CONSERVATION PLAN CONTRACT AMENDMENTS**

**ACTION REQUESTED**

1. Approve a contract amendment with Hausrath Economics Group (HEG) for continued preparation of the financial information for Placer County Conservation Plan in the amount of \$125,000 of budgeted net County cost (for a total aggregate amount of 859,362.30), and authorize the County Executive Officer to sign the contract amendment; and
2. Approve a contract amendment with TRA Environmental Sciences, Inc. for continued preparation of the Placer County Conservation Plan in the amount of \$250,000 of budgeted net County cost (for a total aggregate amount of \$1,626,895), and authorize the County Executive Officer to sign the contract amendment.
3. Approve a contract amendment with ICF Jones & Stokes Inc. for assistance with the preparation of the Placer County Conservation Plan in the amount of \$29,920 of budgeted net County cost (for a total aggregate amount of \$411,875), and authorize the County Executive Officer to sign the contract amendment.

**BACKGROUND**

The Planning Services Division is continuing with the preparation of the Placer County Conservation Plan (PCCP) and the County Aquatic Resources Program (CARP) as well as permit discussions with the Wildlife Agencies. The PCCP work program is presently focusing on completing the draft conservation strategy with the preparation of an Agency-review draft document as well as working on the environmental document. The County received both verbal and written comments from Wildlife Agencies (California Department of Fish and Wildlife and U.S. Fish and Wildlife Service) and Regulatory Agencies (U.S. Army Corps of Engineers and U.S. Environmental Protection Agency) reviewing the PCCP document including Chapter 5, the conservation strategy, and Chapter 6, Condition on Covered Activities. Chapter 6 is linked to the conservation strategy (Chapter 5) in terms of ensuring the biological goals and objectives are yet met and that impacts are minimized to the maximum extent achievable. Comments have not been received from National Marine Fisheries Service (NMFS). Staff is working with NMFS to accelerate their review. Staff and the PCCP consultant team are working to respond to the comments received on the document and are meeting regularly with the Wildlife Agencies to revise the planning document and initiate preparation of the draft EIR/EIS.

Although the current focus of the PCCP work program is to revise the planning document focusing on the conservation strategy, there are a number of other tasks that are being completed which will advance the overall PCCP work schedule. This work includes development of a preliminary draft Chapter 9, Cost and Funding document, which includes technical appendices and related supporting reports and worksheets on costs and funding. To accomplish revisions to the PCCP planning document and the additional work program tasks, staff is requesting amendments to our current contracts with Hausrath Economics Group, TRA Environmental Sciences, and ICF Jones and Stokes. Descriptions of the requested amendments are discussed below.

#### Hausrath Economics Group

Hausrath Economics Group (HEG) continues to be contracted with the Planning Services Division to provide documentation, technical analysis, and on-going support to the development of the PCCP. To continue their work on the PCCP through June 2015, a contract amendment of \$125,000 is required to fund tasks which will continue to support Placer County in the PCCP process. These funds will enable HEG and their sub-consultants Willdan Financial Services/Urban Economics to work on the following tasks: revising the PCCP Preliminary Draft Chapter 9 Cost and Funding document; preparing a technical appendix documenting the assumptions, methods, and sources for the projections analysis used in the PCCP impact assessment; developing monitoring and cost factors for the updated PCCP conservation strategy and revising the PCCP cost model and funding plan as necessary; participating in stakeholder meetings and providing requested meeting materials; reviewing material prepared by other members of the PCCP consultant team, CARP team, and In-Lieu Fee team; and providing on-going support to staff and the consultant team with respect to economic aspects of PCCP development. A complete description of the scope of work associated with the proposed contract amendment is provided in Exhibit A. Funding for the contract amendment will come from the Planning Services Division's FY 2014-15 budget.

#### TRA Environmental Sciences

TRA Environmental Services (TRA) is under contract with the Planning Services Division to provide supplemental services for the continued preparation of the PCCP, including modifications to the PCCP conservation strategy based upon the review by the Wildlife Agencies and preparation of the public review draft document. A contract amendment of \$250,000 is required to fund tasks for the PCCP from August 1, 2014 through February 2015. This augmentation is anticipated to allow completion of progress for tasks related to PCCP support. These tasks include preparing the Second Agency Review Administrative Draft PCCP; compiling the Public Review Draft; participation in stakeholder and agency meetings; PCCP Agency Review responses; ongoing revisions to technical analysis; providing information to and reviewing work products from HEG and its subcontractors; and assisting the CEQA/NEPA contractor (ICF) in integrating the PCCP into the EIR/EIS. Preparing the Second Agency Review Administrative Draft PCCP and compiling the Public Review Draft are the primary focuses for this scope of work. A complete description of the scope of work associated with the proposed contract amendment is provided in Exhibit B. Funding for the contract amendment will come from the Planning Services Division's FY 2014-15 budget.

#### ICF Jones & Stokes Inc.

ICF Jones & Stokes (ICF) has been under contract with Placer County since May 2004 to prepare an environmental impact report (EIR) and environmental impact statement (EIS) for the PCCP. One of the tasks (Task 15) under the current EIR/EIS contract is to provide strategic advice on the PCCP. A contract amendment of \$29,920 is required to fund reviewing and revising PCCP Chapter 6 Conditions on Covered Activities. This amendment will augment the current EIR/EIS contract for this work. ICF will identify ways to revise the chapter to address

agency comments. Chapter 6 focuses on conditions on covered activities over the 50-year permit term. This chapter is linked to the conservation strategy biological goals and objectives. A complete description of the scope of work associated with the proposed contract amendment is provided in Exhibit C. Funding for the contract amendment will come from the Planning Division's FY 2014-15 budget.

**FISCAL IMPACT**

The total amount of the three contract amendments is \$404,920 and will be funded from Planning Division's FY 2014-15 budget. The PCCP finance plan will include a cost recovery component that will reimburse all General Fund revenues used to development the PCCP. Additionally, the County and the City of Lincoln have executed a memorandum of understanding that will insure that the City of Lincoln reimburses the County for its fair share of plan development costs once the plan is being implemented.

**ATTACHMENTS**

- Exhibit A: Sixth amendment to planning services agreement professional consultant services- Hausrath Economics Group
- Exhibit B: Ninth amendment to planning services agreement professional consultant services – TRA Environmental Sciences, Inc.
- Exhibit C: Second amendment to planning services agreement professional consultant services – ICF Jones & Stokes

cc: Jennifer Byous, Planning  
Allison Carlos, County Executive Office  
Sally E. Nielsen, HEG  
Thomas Reid, TRA  
David Zippin, ICF

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

THIS SIXTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and HAUSRATH ECONOMICS GROUP, hereinafter referred to as CONSULTANT.

WHEREAS, on April 6, 2004, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

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

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

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

The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services shall not exceed \$125,000.00 as set out in Exhibit "A".

The CONSULTANT agrees to comply with the additional requirements as set forth by Department of Fish and Game in Exhibit "B" attached hereto and incorporated herein by reference.

2. The COUNTY agrees to pay to CONSULTANT \$859,362.30 as the sole compensation under the Contract and as amended by the First, Second, Third, Fourth, Fifth and this Sixth Amendment.

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

COUNTY OF PLACER:

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

CONSULTANT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hausrath Economics Group  
Title: President/Vice President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Hausrath Economics Group  
Title: Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Counsel

APPROVED AS TO CONTENT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael J. Johnson, AICP  
Agency Director



July 24, 2014

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

Dear Loren:

To continue work on the Placer County Conservation Plan (PCCP) through June 2015, Hausrath Economics Group requires funds be added to our contract. The addition of these funds will enable HEG and our sub-consultant Willdan Financial Services/Urban Economics to provide documentation, technical analysis, and on-going support to the development of the PCCP through this period when the public review draft and final documents should be nearing completion. We anticipate work on the following tasks during this period.

- ◆ Revise the PCCP Preliminary Draft Chapter 9 Cost and Funding document, including providing technical appendices and related supporting reports and worksheets on costs and funding. The chapter was last revised three years ago—in January 2011. Revisions will reflect the work of the Finance Committee in 2013/2014 and current updates to the conservation strategy. HEG and subconsultants will prepare a draft for staff review and a revised draft responding to staff comments.
- ◆ Prepare a technical appendix documenting the assumptions, methods, and sources for the projections analysis used in the PCCP impact assessment.
- ◆ Develop monitoring cost factors consistent with the monitoring program developed for the updated PCCP conservation strategy. Revise PCCP cost model and funding plan model as necessary.
- ◆ Participate in up to six stakeholder, decision-maker, and team meetings as needed to accomplish the above tasks. Provide meeting materials as requested.
- ◆ Review material prepared by other members of the PCCP consultant team, CARP team, and In-Lieu Fee team as relevant to the cost and nexus analyses and to the PCCP economic analysis generally.

1212 BROADWAY, SUITE 1500, OAKLAND, CA 94612-1817  
T: 510.839.8383 F: 510.839.8415

*Loren Clark*  
*July 24, 2014*  
*page 2*

- ◆ Provide on-going support to staff and consultant team with respect to economic aspects of PCCP development. This could include analysis of cost and financial implications of refinements to the PCCP conservation strategy (e.g., oak woodlands restoration, treatment of infill development), as well as analysis of implications of the proposed PCCP cost allocation and funding strategy for sponsors of covered activities.

The attached table provides estimates of additional consultant costs to work on the above-noted tasks through June 2015.

Thank you for your consideration of this request.



Sally E. Nielsen  
Vice President

Estimate of PCCP Costs for Economics Consulting - July 2014 - June 2015, revised July 24, 2014

To Public Review Draft  
PCCP and Mitigation Fee  
Nexus Report  
July 2014 - June 2015

**Tasks**

Revised Admin. Draft Chapter 9, Costs and Funding, incl. appendices	cost included in Contract Amendment 5	
Respond to Agency Comments - Chapter 9/Appendices		10,000
Prepare Public Review Draft Chapter 9/ Appendices; includes funding plan		20,000
Cost/funding model updates for Public Review Draft		10,000
Monitoring Costs; based on Chapter 7 input	cost included in Contract Amendment 5	
Projections Appendix	cost included in Contract Amendment 5	
Mitigation Fee Nexus Report (draft and final for public review; stand alone report)		25,000
Finance Committee/Stakeholders - Meetings and Preparation		20,000
On-going Support to Staff and Team		40,000
<b>Total</b>		<b>\$125,000</b>

*Note: The cost estimate does not anticipate an intensive effort to review and compare implementation organization models and the implications of those models for administrative and management costs. Assigning an intensive effort on this task to the Economics Team would require reallocating the resources above or adding to the budget.*

Department of Fish and Game  
Exhibit "B" - Federal Provisions

1. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESSES:** The Grantee 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 Grantee 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 Grantee 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 Grantee purchases, in whole or in part, with funds provided by this Agreement.
  
6. **STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM:** The Grantee and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.

7. **APPLICABLE COST PRINCIPLES:** The cost principles for this Agreement are applicable as set forth below (Office of Management and Budget (OMB):
- a. OMB Circular 21 – Education Institutions; or
  - b. OMB Circular A-87 – State, Local or Indian Tribe Governments; or
  - c. OMB Circular A-122 – Cost Principles for Non-Profit Organizations; or
  - d. OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations; or
  - e. 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 Grantee 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:** The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 SUBCONTRACTOR(S):** If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:
- a. The Grantee shall submit any subcontracts to the State for approval prior to starting any of the work;
  - b. The Agreement between the primary Grantee 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, by the primary Grantee.

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

- 14. COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 2006 (FFATA):** As a recipient of a federal contract, grant or other federal funds, the State is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about the State's contractors, grantees and sub-recipients of that federal funding. The Grantee, as a sub-recipient of federal funds, agrees to provide the State with data required under the FFATA unless exempted under that act. Grantee shall complete a Grantee's FFATA Certification form (State form) and submit it as instructed, on or before execution of the agreement. If not exempt the Grantee shall create a registration, or update its data if already registered, on the federal Contractors Central Registry (CCR) at [www.ccr.gov](http://www.ccr.gov). A DUNS number is required for the CCR registration and must be included on the FFATA Certification form. Grantee agrees to update its CCR registration and notify the State if there is a material change to its CCR data or its exemption status changes..

**NINTH AMENDMENT TO PLANNING SERVICES AGREEMENT  
PROFESSIONAL CONSULTANT SERVICES – TRA ENVIRONMENTAL SCIENCES, INC**

THIS NINTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and TRA ENVIRONMENTAL SCIENCES, INC., hereinafter referred to as CONSULTANT.

WHEREAS, on April 6, 2010, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

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

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

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

The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services shall not exceed \$250,000 as set out in Exhibit "A".

The CONSULTANT agrees to comply with the additional requirements as set forth by Department of Fish and Game in Exhibit "B" attached hereto and incorporated herein by reference.

2. The COUNTY agrees to pay to CONSULTANT \$1,626,895.00 as the sole compensation under the Contract and as amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and this Ninth Amendment.

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

COUNTY OF PLACER:

By: \_\_\_\_\_  
David Boesch, County Executive Officer

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

CONSULTANT:

By: \_\_\_\_\_  
Paula Hartman, Esq. President  
TRA Environmental Sciences, Inc.

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel

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

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Michael J. Johnson, AICP  
Agency Director

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



545 Middlefield Road, Suite 200  
Menlo Park, CA 94025-3472  
Tel: (650) 327-0429  
www.TRAenviro.com

July 24, 2014

Mr. Loren E. Clark, Assistant Director of Planning  
Placer County Community Development Department  
3091 County Center  
Auburn, California 95603

Subject: Proposal for Continued Services, Placer County Conservation Plan

Dear Mr. Clark:

The following tasks describe supplemental services for the continued preparation of the Placer County Conservation Plan (PCCP), including modifications to the PCCP based upon the review by the wildlife agencies and preparation of the public review draft document. The tasks that would be undertaken are listed below with tasks 1 and 2 as the primary focus for this scope of work.

1. **Agency Draft PCCP Document.** Prepare the Second Agency Review Administrative Draft PCCP. TRA will continue to work with County staff to revise the PCCP document to reflect stakeholder input from the Ad Hoc Committee and prepare the maps and technical analysis supporting the Plan. This task is focused on document chapters 7-12) and appendices and involves working with ICF on other chapters.
2. **Compile Public Review Draft.** As agency concurrence is reached on the administrative draft and PCCP conservation strategy, TRA will begin to compile a document suitable for public review.
3. **Representation and Coordination.** Further participate in stakeholder and agency meetings. TRA staff shall participate, as requested, in meetings with County staff, outside counsel, and staff from participating cities and special districts. TRA shall provide documents and presentations, as needed.
4. **Response to Agency Review of PCCP Document.** We are in an ongoing process of PCCP draft review with the Agencies. It is anticipated that further technical analyses and supporting information will need to be provided during the review process. It is also anticipated that changes will be made to the PCCP document in response to Agency comments.
5. **Ongoing Revisions to Technical Analysis.** The work program includes only minor updates to the GIS database and estimates of take and mitigation. These may include limited changes to the PCCP map or small additions to covered activities, and changes in mitigation requirements or the conditions on covered activities that may result from interchange with the Agencies and stakeholders.
6. **Assist Economics Contractor.** TRA will continue to provide information to, and review work products from, the Hausrath Economics Group and its subcontractors.

*Conservation Planning and Implementation    ○    Environmental Impact Analysis  
Geographic Information Systems    ○    Wetland Delineation    ○    Biological Surveys*

7. **Assist CEQA/NEPA Contractor.** TRA will continue to provide information to, and assist ICF and its subcontractors in integrating the PCCP into the EIR/EIS.

We suggest a budget augmentation of \$250,000 to cover the time frame from August 1, 2014 through February 15, 2015. We anticipate this augmentation will allow completion of or substantial progress on a public draft of the PCCP document and continued project support within the overall schedule. During the PCCP preparation process, however, unscheduled changes to the PCCP can add to the above work program. Such changes may include changes in species proposed to coverage under the PCCP, changes to covered activities or to the size of the Plan area, unforeseen issues with the Agencies, and delays in policy formulation. Responding to such unanticipated changes will divert budgeted effort

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Reid". The signature is written in a cursive, somewhat stylized font.

Thomas S. Reid

Department of Fish and Game  
Exhibit "B" - Federal Provisions

1. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESSES:** The Grantee 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 Grantee 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 Grantee 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 Grantee purchases, in whole or in part, with funds provided by this Agreement.
6. **STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM:** The Grantee and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.

7. **APPLICABLE COST PRINCIPLES:** The cost principles for this Agreement are applicable as set forth below (Office of Management and Budget (OMB):
- a. OMB Circular 21 – Education Institutions; or
  - b. OMB Circular A-87 – State, Local or Indian Tribe Governments; or
  - c. OMB Circular A-122 – Cost Principles for Non-Profit Organizations; or
  - d. OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations; or
  - e. 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 Grantee 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:** The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 SUBCONTRACTOR(S):** If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:
- a. The Grantee shall submit any subcontracts to the State for approval prior to starting any of the work;
  - b. The Agreement between the primary Grantee 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, by the primary Grantee.

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

- 14. COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 2006 (FFATA):** As a recipient of a federal contract, grant or other federal funds, the State is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about the State's contractors, grantees and sub-recipients of that federal funding. The Grantee, as a sub-recipient of federal funds, agrees to provide the State with data required under the FFATA unless exempted under that act. Grantee shall complete a Grantee's FFATA Certification form (State form) and submit it as instructed, on or before execution of the agreement. If not exempt the Grantee shall create a registration, or update its data if already registered, on the federal Contractors Central Registry (CCR) at [www.ccr.gov](http://www.ccr.gov). A DUNS number is required for the CCR registration and must be included on the FFATA Certification form. Grantee agrees to update its CCR registration and notify the State if there is a material change to its CCR data or its exemption status changes..

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

THIS SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and ICF JONES & STOKES, INC, hereinafter referred to as CONSULTANT.

WHEREAS, on April 6, 2010, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

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

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

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

The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services shall not exceed \$29,920.00 as set out in Exhibit "A".

2. The COUNTY agrees to pay to CONSULTANT \$411,875.00 as the sole compensation under the Contract and as amended by the First and this 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: \_\_\_\_\_  
David Boesch, County Executive Officer

CONSULTANT:

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Counsel

APPROVED AS TO CONTENT:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael J. Johnson, AICP  
Agency Director

# New Supplemental Task for Placer County Conservation Plan Scope of Work

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This scope of work describes how ICF Jones & Stokes, Inc. (ICF) will support Placer County in reviewing and revising Chapter 6 of the Placer County Conservation Plan (PCCP) currently being prepared by TRA Environmental Services, Inc (TRA). ICF has been under contract with Placer County since May 2004 to prepare the environmental impact report (EIR) and environmental impact statement (EIS) for the PCCP. In 2014, ICF assumed additional work on the HCP under task 15 of the existing EIS contract.

## **Task 15.8. Chapter 6 – Conditions on Covered Activities**

ICF will review, edit, and finalize the current administrative draft of Chapter 6 of the PCCP, including comments provided by USFWS and CDFW. We will identify ways to revise the chapter to address agency comments. Chapter 6 focuses on conditions on covered activities over the 50-year permit term. This chapter is linked to the conservation strategy (Chapter 5) in terms of ensuring the biological goals and objectives are met and that impacts are minimized to the maximum extent achievable.

The final deliverable for this task will be a revised Chapter 6 (revised administrative draft) that will be developed in collaboration with County, City of Lincoln, and Placer County Water Agency staff; the biological working group (state and federal agencies); and TRA.

**Deliverables:** Initial edits and comments on Chapter 6; a revised administrative draft of Chapter 6 (PDF and Word file).

**Table 1. Cost Estimate for Placer County Conservation Plan**

Task	Employee Name	Consulting Staff						Production Staff		Labor Total	Total Price
		Baker Nic	Bernazzani Pao	Berryman Ell	Haire Jen	Sloan Reb	Zippin Dav	Editor	Subtotal		
		Sr Consult II	Sr Consult III	Tech Dir	Sr Consult II	Sr Consult II	Sr Proj Dir				
<b>Task 15.8. Conditions on Convered Activities</b>		60	40	16	12	24	8	\$29,160	8	\$760	\$29,920
Total hours		60	40	16	12	24	8		8		
ICF E&P 2014 Billing Rates		\$165	\$190	\$230	\$165	\$165	\$255		\$95		
Subtotals		\$9,900	\$7,600	\$3,680	\$1,980	\$3,960	\$2,040	\$29,160	\$760	\$760	\$29,920
Total price											\$29,920

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