



# RESOLUTION No. 19-055

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE COUNTY OF NEVADA AND HELIX ENVIRONMENTAL PLANNING, INC. TO PROVIDE ON-CALL PERMIT PROCESSING AND SITE PLAN REVIEW IN A MAXIMUM CONTRACT AMOUNT OF \$75,000, AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AGREEMENT, AND APPROVING A BUDGET AMENDMENT FOR THE FISCAL YEAR 2018/19 PLANNING DEPARTMENT BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, the Nevada County Planning Department will be tasked as the lead Agency for Administrative Development Permits (ADP) for Cannabis Cultivation upon completion of an amended Nevada County Cannabis Cultivation Ordinance; and

WHEREAS, cannabis permitting may increase permit processing workload within the Planning Department to a level inconsistent with meeting permit timelines; and

WHEREAS, the Planning Department would like to secure on-call staff resources to assist with permit processing; and

WHEREAS, the County conducted a competitive procurement process to identify qualified firms; and

WHEREAS, the County has selected HELIX Environmental Planning, Inc. as one of two qualified firms; and

WHEREAS, the maximum contract amount will not exceed \$75,000 and will be paid from budget code/account 1123-20708-325-8000/521520.

NOW, THEREFORE, BE IT HEREBY RESOLVED the Board of Supervisors of the County of Nevada approves an Agreement between the County of Nevada and HELIX Environmental Planning, Inc. for on-call permit processing and site plan review for the period February 12, 2019 through June 30, 2020 in the maximum amount of \$75,000, and authorizes the Chair of the Board of Supervisors to execute the Agreement on behalf of the County of Nevada.

BE IT FURTHER RESOLVED the Board of Supervisors of the County of Nevada directs the Auditor-Controller to amend the Fiscal Year 2018/19 Planning Department budget as follows:

Increase

1123-20708-325-8000/521520      \$75,000

1123-20708-325-8000/450170      \$75,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of February, 2019, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller,  
Susan K. Hoek and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

2/12/19 cc: Planning\*  
AC\* (Hold)

3/04/19 cc: Planning\*  
AC\* (Release)  
HEP, Inc.

**PERSONAL SERVICES CONTRACT**  
**PERSONAL SERVICES CONTRACT**  
 County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

**HELIX Environmental Planning Inc.**

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **As-Needed Professional Planning Project Processing and Review Services**

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:**       \$75,000        
 (§3) **Contract Beginning Date:**       2/12/19            **Contract Termination Date:**       6/30/20        
 (§4) **Liquidated Damages:** \_\_\_\_\_

**INSURANCE POLICIES**

Designate all required policies:

		Req'd	Not Req'd
(§6)	<b>Commercial General Liability</b> (\$1,000,000)	✓	_____
(§7)	<b>Automobile Liability</b> (\$ 300,000) Personal Auto	_____	✓
	(\$1,000,000) Business Rated	✓	_____
	(\$1,000,000) Commercial Policy	_____	✓
(§8)	<b>Worker's Compensation</b>	✓	_____
(§9)	<b>Errors and Omissions</b> (\$1,000,000)	✓	_____

**LICENSES**

Designate all required licenses:

(§14) \_\_\_\_\_

**NOTICE & IDENTIFICATION**

(§26) <b>Contractor:</b> <b>HELIX Environmental Planning Inc.</b> 11 Natoma Street Ste 155 Folsom, CA 95630  <b>Contact Person: David Claycomb</b> (919) 365-8711 e-mail: <a href="mailto:davec@helixepi.com">davec@helixepi.com</a>	<b>County of Nevada:</b> <b>Community Development Agency-</b> <b>Planning Division</b> 950 Maidu Avenue Nevada City, California 95959  <b>Contact Person: Brian Foss</b> ( 530) 265-1256 e-mail: <a href="mailto:brian.foss@co.nevada.ca.us">brian.foss@co.nevada.ca.us</a>
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**Contractor is a:** (check all that apply)

Corporation:	<input checked="" type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> Dba,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

**EDD:** Independent Contractor Worksheet Required:  Yes  No  
**HIPAA:** Schedule of Required Provisions (Exhibit D):  Yes  No

**ATTACHMENTS**

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Scope of Work	✓	_____
Exhibit B: Payment Schedule	✓	_____
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	_____	✓
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	_____	✓

Contractor approves this page DWC

## Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

## Services

**1. Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

## Payment

**2. Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

## Time for Performance

**3. Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

**4. Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

**5. Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

## Insurance

**6. Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

Contractor approves this page     *AWC*

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Worker's Compensation:** (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies

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with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

**11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

**Personal Services**

**12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

**13. Assignment and Subcontracting:**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

**Public Contracts**

**15. Prevailing Wage and Apprentices:**

To the extent made applicable by law, performance of this contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§ 1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§ 200 et seq., relating to apprenticeship. Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. A copy of the relevant prevailing wage as defined in Labor Code §1770 et seq. is on file with the Department of Transportation, County of Nevada, 950 Maidu Avenue, Nevada City, California 95959. Copies will be provided upon request.

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**16. Accessibility (County Resolution No. 00190):**

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

**17. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**18. Prior Nevada County Employment (County Resolution No. 03-353):**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**19. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

**Default and Termination**

**20. Termination:**

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

**Miscellaneous**

**21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor approves this page ANC

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

**22. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**23. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**24. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**25. Compliance with Applicable Laws:**

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

**26. Notices:**

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**27. Authority:**

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

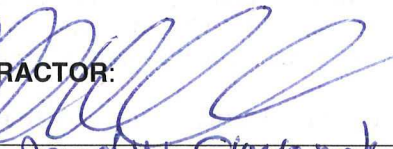
**IN WITNESS WHEREOF**, the parties have executed this Contract effective on the Beginning Date, above.

**CONTRACTOR:**

Name:

Title:


Dated:

  
\_\_\_\_\_  
Name: David W. Stoyan  
Title: Regional manager  
Dated: 2-7-19

**COUNTY OF NEVADA:**

Honorable Richard Anderson  
Chair, Board of Supervisors


Dated:

  
\_\_\_\_\_  
Honorable Richard Anderson  
Chair, Board of Supervisors  
Dated: 2.25.19

Attest:

Julie Patterson Hunter  
Clerk of the Board

  
\_\_\_\_\_  
Julie Patterson Hunter  
Clerk of the Board

Contractor approves this page 



## EXHIBIT "A"

### SCHEDULE OF SERVICES

HELIX will provide multi-disciplinary project review/processing services including, but not limited to, the following:

#### SERVICES

1. **Review and Processing of Administrative Development Permit (ADP) and/or Use Permit Applications.**

HELIX staff will conduct the initial review of ADP and/or Use Permit applications and project plans in conformance with Nevada County ordinances and State environmental laws (digital review using Adobe PDF or a File Transfer Protocol [FTP] site is preferred).

If the permit application is deemed complete, HELIX staff will route the complete permit application to applicable departments and agencies in compliance with County and legal timeframes. Subsequently, HELIX staff would prepare a project approval letter with conditions of approval identified (if any) to transmit to the project applicant and stakeholders.

If the permit application is deemed incomplete, HELIX staff will identify items needing completion, clarification, or correction to achieve compliance with County ordinances and State environmental laws in an applicant deficiency letter. Project-specific deficiency letter(s) would be drafted by the HELIX staff member who reviewed the application to provide a written report of the outstanding items needed to deem the application complete, including referenced ordinance sections, and transmitted to the project applicant. Upon transmittal of the application deficiency letter, HELIX staff would work closely with the applicant and County to resolve deficiencies identified in the project-specific letter and attend project meetings, as needed.

2. **Prepare Public Notices.** In compliance with County policies/procedures, HELIX staff will prepare the required public noticing within the legally mandated timeframe for the type of permit being processed. Public notices would be reviewed by the County prior to posting, and one round of revisions would be incorporated. At the request of the County, HELIX can coordinate the posting of the public notice.
3. **Present at Public Hearings.** HELIX staff will prepare presentations and present projects at Planning Commission and Board of Supervisors meetings, as requested. HELIX staff presentations would be reviewed by the County prior to the Planning Commission and/or Board of Supervisors meeting, and one round of revisions would be incorporated.
4. **Conduct Site Visits.** HELIX staff will conduct project site visits and attend on-site meeting(s), as needed, to review project proposals and existing project site conditions with the applicant and/or County. Site visits would be coordinated by the County and/applicant.

#### **Contract Quality Control and Cost Efficiencies**

For continued staff development and training, HELIX staff will participate in the contract kick-off meeting with the County and weekly or bi-weekly meetings (internal and/or with the County) to ensure that HELIX staff contributing to this as-needed contract have a clear understanding of their role and responsibilities as extension of staff to the County. The weekly or bi-weekly meetings would provide HELIX staff the opportunity to ask the County for clarification or guidance on permit issues or concerns they encounter during the review and processing of the ADPs and/or Use permit applications or resolve issues internally through information sharing between HELIX staff.

If an applicant has submitted more than one ADP and/or Use Permit application, then cost efficiencies may be gained by assigning all permit applications from that applicant to the same firm. If one or more of that applicant's permit applications are deemed incomplete, there would be a cost savings in working with the applicant to resolve permit issues or information gaps on multiple of his/her applications at the same

Contractor approves this page          *JWC*

time. Similarly, if site visits are warranted, it would be most cost effective to conduct multiple site visits on the same day, if possible.

**Expanded Scope of Services**

In addition to the scope of services described above, HELIX has in-house technical experience in each of the following service areas that can be provided to the County and project applicants, as needed.

**Biological Resource Assessments.** HELIX's team of biologists are experienced in providing on-call/ as-needed support on environmental services contracts, and we will bring our knowledge and similar approach to this as-needed contract. In addition to a working knowledge of local flora and fauna, HELIX has the experience and/or permits necessary to survey for the following sensitive species: CRLF, foothill yellow-legged frog, California tiger salamander, vernal pool branchiopods, valley elderberry longhorn beetle, burrowing owl, Swainson's hawk, other raptors and migratory birds, and other non-listed rare reptiles and amphibians, as well as a range of federal- and state-listed plant species. We also take pride in our ability to find creative ways to reduce and/or compensate for biological resource impacts associated with land use projects.

**Waters and Listed Species Permitting.** HELIX team members have expertise in providing permitting support pursuant to the federal CWA and California Fish and Game Code, as well as the federal and state

ESAs. Our staff includes experts with in-depth knowledge of these regulations, excellent working relationships with key agency (USFWS, CDFW, RWQCB, and USACE) staff, and extensive experience negotiating permits and finding creative solutions to potential impacts. Specifically, our staff has successfully obtained CWA Section 404 Permits and Section 401 Certifications; California Fish and Game

Code Section 1602 SAAs; federal ESA Section 7 Biological Opinions and Section 10 permits; and California

ESA Sections 2080 and 2080.1 incidental take authorizations.

**Cultural Resources/Native American Consultation.** With Registered Professional Archaeologists (RPA), a large network of field archaeologists, and historian teaming partners, we provide expert guidance to clients for a variety of project types ranging in scale, complexity, and setting from small residential lots and infill developments, to telecommunications and long linear energy projects. Typically for land development projects, HELIX will conduct a record search, Native American consultation, and/or archaeological surveys for a Historic Property Survey Report and/or an Archaeological Survey Report (ASR). If historic-era resources are within the Area of Potential Effects (APE), a Historical Resource Evaluation Report (HRER) may be needed. The ASR/HRER contains Department of Parks and Recreation

(DPR) 523 forms when prehistoric or historic-era features, sites, objects, buildings or structures, or cultural landscapes are found. When possible, these resources are excluded from the APE. If exclusion is not possible, archaeological testing may be needed for prehistoric or historic-era sites resulting in an evaluation of presence/absence and/or eligibility to the NRHP in the HRER. Where buildings or structures are within the APE, an architectural history/historical evaluation is conducted. These evaluations are based on the resource characteristics and how the resource fits into NRHP criteria, as well as whether it retains integrity of location, setting, design, materials, workmanship, feeling, and association.

**Land Use and Community Impacts.** HELIX's environmental staff includes experts in assessing potential land use compatibility issues related to land development projects. HELIX has experience in consulting and obtaining encroachment permits for construction on state, federal, and/or tribal lands. For private, residential, and mixed-use projects, the emphasis tends to be on the long-term compatibility of adjacent uses, while for most infrastructure improvement projects, the focus is on short-term construction impacts related to noise and dust. For above-ground facilities such as pump stations and treatment plants, as well as transportation projects, potential long-term and cumulative issues such as visual character, noise, and odor also are considered.

**Air Quality and GHGs.** HELIX's in-house air quality specialists/technicians prepare air quality technical reports, air pollution analyses, health risk assessments, and air quality analyses in support of CEQA

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documents. Our staff is also familiar with regional air authority regulations (including permitting for stationary sources such as emergency generators) and the conformity requirements of the CAA. Additionally, HELIX prepares and conducts greenhouse gas emissions analyses in tandem with the ever-evolving requirements put forth to cope with global climate change and the accounting of GHG emissions.

**Acoustics/Noise.** HELIX's staff includes acoustical specialists who have extensive experience preparing technical studies that comply with applicable local, state, and federal environmental regulations, including local noise ordinances, CEQA/NEPA, and state and federal ESAs. These studies frequently focus on predicting transportation-related and construction noise impacts on sensitive receptors such as residential developments, schools, or recreational areas and have included predicting operational noise of pump/lift stations and emergency generators.

**GIS/GPS.** HELIX has in-house, advanced technical capabilities in the areas of GIS and GPS. HELIX has a state-of-the-art GIS department that enables precision mapping for either project-specific or regional requirements, including the use of high resolution digital aerial photographic coverage. HELIX uses a variety of software and conversion capabilities to provide clients leading edge cartographic and analytical methods. HELIX employs sub-meter accuracy GPS receivers that are routinely used for mapping cultural resources and sensitive biological resources. Additionally, HELIX staff is supported by modern computer technology and is proficient in ArcGIS Desktop 10.x, ArcGIS Online, Trimble TerraSync, Trimble GeoPathfinder Office, AutoCAD, MicroStation, and SketchUp. HELIX also utilizes an FTP site to facilitate large, digital file transfers.

Contractor approves this page     *DWC*

**EXHIBIT "B"**

**SCHEDULE OF CHARGES AND PAYMENTS**

(Paid by County)

Payment schedules shall set forth specific Fee Schedules when requested services are by County as-needed which relate to the schedule of services to be provided, as set forth in **Exhibit "A"**, above.

Fee structure for application review	COST
Indicate the initial review fee charged as a percentage of the County's collected project review fee. This fee should include shipping and courier when services are provided external of the County offices. County collects \$450.42(3 hours review time) for Administrative Development Permits and\$3,002.80(20 hours review time) for Use Permit upon application submittal. County bills applicant for hours spent over initial deposit amount.	75%
<b>FEE SCHEDULE: Provide the hourly billing rates for each of the following personnel categories. If an additional charge will be assessed for mileage, indicate the charge per mile. Otherwise this rate should be all inclusive for each of the respective job classifications:</b>	<b>COST</b>
CEQA/Land Use Planner (Daniel Van Essen)	\$90
Land Use Planner(Erin Ventura)	\$110
Cannabis Lead (Chad Johnson)	\$115
Bioloqist/Arborist (George Aldridqe)	\$120
Environmental Specialist (Catherine Silvester)	\$145
Senior Archaeoloqist (Glarus Backes)	\$160
Proqram Manaqer (Lesley Owinng)	\$125
Principal-in-Charge (David Claycomb)	\$225

Name of Firm: HELIX Environmental Planning Inc.

Authorized Signature:



Printed Name and Title: Date:

Michael Schwerin, Chief Executive Officer

Contractor approves this page 