

# RESOLUTION No. 25-496

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

RESOLUTION APPROVING THE CONTRACT BETWEEN MASON, BRUCE AND GIRARD AND THE NEVADA COUNTY OFFICE OF EMERGENCY SERVICES FOR THE WOODPECKER RAVINE SHADED FUEL BREAK PHASE 2 PROJECT (CAL FIRE 5GA22209) IN THE AMOUNT OF \$400,000.00 FOR USE DURING THE PERIOD SEPTEMBER 11, 2025, THROUGH JUNE 30, 2026, AND AUTHORIZING THE DIRECTOR OF EMERGENCY SERVICES OR THEIR DESIGNEE TO EXECUTE THE CONTRACT

WHEREAS, the County of Nevada has a severe and present danger from wildfire; and

WHEREAS, the Woodpecker Ravine Shaded Fuel Break Phase 2 Project is identified as a top priority in the Nevada-Yuba-Placer (NEU) Strategic Plan and the fuel break is located within high and very high fire hazard severity zones; and

WHEREAS, permission to apply for this grant was brought to the Board of Supervisors and approved on March 14, 2023 (Res. 23-115); and

WHEREAS, CAL FIRE awarded the grant for the Woodpecker Ravine Shaded Fuel Break Phase 2 Project (5GA22209) and these funds were accepted by the Board of Supervisors on October 24, 2023 (Res. 23-533); and

WHEREAS, the grant proposal to CAL FIRE explicitly stated the intent to utilize the same vendor(s) for Woodpecker Ravine Phase 1 and Phase 2 to ensure continuity of project delivery; and

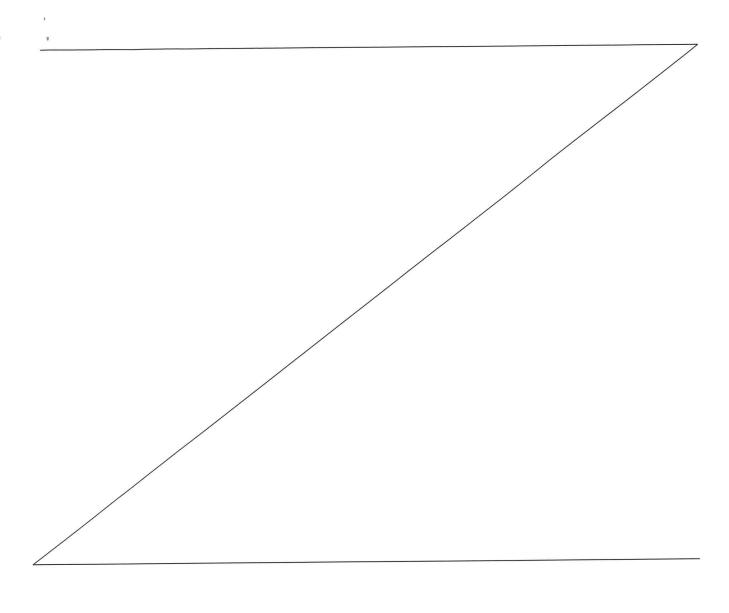
WHEREAS, Mason, Bruce and Girard were vendors for the Phase 1 Project, have built excellent working relationships with residents in the project area, and are familiar with the topography and vegetation where treatment is slated to take place; and

WHEREAS the Office of Emergency Services will contract with Mason, Bruce and Girard for an amount not to exceed \$400,000 to complete environmental compliance and treatment design services for approximately 726 acres of private property.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California, approves the contract between Mason, Bruce and Girard and the Nevada County Office of Emergency Services for the Woodpecker Ravine Shaded Fuel Break Phase 2 Project (CAL FIRE 5GA22209) in the amount of \$400,000 for use during the period September 11, 2025 through June 30, 2026, and authorizes the Director of Emergency Services or their designee to execute the Contract.

Funding:

0101-20702-414-1000 / 521520



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the  $\underline{14^{th}}$  day of October 2025, by the following vote of said Board:

Ayes:

Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan

Hoek, and Hardy Bullock.

Noes:

None.

Absent:

None.

Abstain: None.

Recuse:

None.

ATTEST:

TINE MATHIASEN

Chief Deputy Clerk of the Board of Supervisors

fully astronomate

Administering Agency:	Nevada County Office of Emergency Services
Contract No.	
Contract Description: Woodp Environmental Compliance	ecker Ravine Phase 2, Registered Professional Forester Services and

#### PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of September 11, 2025 by and between the County of Nevada, ("County"), and Mason, Bruce and Girard ("Contractor") (together, "Parties", individual "Party"), who agree as follows:

- 1. <u>Services</u> Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
- 2. Payment County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. The amount of the contract shall not exceed Four Hundred Thousand dollars (\$400,000.00).
- 3. <u>Term</u> This Contract shall commence on September 11, 2025. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2026.
- 4. <u>Facilities, Equipment and Other Materials</u> Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
- 5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
- 6. <u>Electronic Signatures</u> The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
- 7. <u>Time for Performance</u> Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

#### 8. Liquidated Damages

Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated Damages **Shall not Shall apply** to this contract. If Liquidated Damages are applicable to this contract, the Terms are incorporated in Exhibit E, attached hereto.

## 9. Relationship of Parties

#### 9.1. Independent Contractor

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further, the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

- 9.2. No Agent Authority Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.
- 9.3. <u>Indemnification of CalPERS Determination</u> In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. <u>Assignment and Subcontracting</u> Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or 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 and information technology security provisions set forth herein, 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 Contract, 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.

- 11. <u>Licenses, Permits, Etc.</u> Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
- Hold Harmless and Indemnification Contract To the fullest extent permitted by law, each Party (the 12. "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
- 13. <u>Standard of Performance</u> Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
- 14. Contractor without additional compensation Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.

- 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 section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
  - 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. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <a href="http://www.dir.ca.gov/OPRL/PWD">http://www.dir.ca.gov/OPRL/PWD</a>.
  - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
  - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
  - County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
- 16. Accessibility It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons and shall comply 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 Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
- 18. <u>Drug-Free Workplace</u> Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
- 19. <u>Political Activities</u> Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
- 20. Levin Act This contract ⊠shall not □ shall be subject to compliance with Government Code Section 84308 (Levine Act), which pertains to campaign contributions of more than \$500 to any member of the County of Nevada Board of Supervisors or any County of Nevada Official who will be making, participating in making, or in any way attempting to use their official position to influence a County decision to approve the contract. If Levine Act Compliance is applicable to this contract, the terms are incorporated in Exhibit G, attached hereto.
- 21. Subrecipient This contract ⊠shall not □shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. Subrecipient and Contractor determinations

22. <u>Debarment</u> In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, this contract □shall not ⊠shall qualify for debarment suspension monitoring. Contractor shall provide proof of debarment compliance if requested by the County. In addition, the County may (at anytime during the term of the Contract) screen the Contractor at <u>www.sam.gov</u> to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

#### 23. Financial, Statistical and Contract-Related Records:

- 23.1. <u>Books and Records</u> Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such 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.
- 23.2. <u>Inspection</u> Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records, including general business records, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 23.3. Audit Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

## 24. Termination

- **A.** A material breach, as defined pursuant to the terms of this Contract 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.
- **B.** 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) calendar days written notice to Contractor.**
- C. 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 Contractor, 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 Contractor has no control.
- **D.** Notwithstanding anything to the contrary herein, if state or federal funds that County intended to use for payment under this Contract are canceled, reduced, or otherwise made unavailable, County shall have the right to immediately terminate this Contract upon written notice to Contractor. In such an event, County shall pay Contractor for all services satisfactorily performed up to the date of termination in accordance with the terms of this Contract, and Contractor shall have no further claims against County due to such termination.

#### In the event this Contract is terminated:

- Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term
  "writings" shall be construed to mean and include: handwriting, typewriting, printing,
  photostatting, photographing, and every other means of recording upon any tangible thing any
  form of communication or representation, including letters, words, pictures, sounds, or symbols,
  or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
- 25. <u>Intellectual Property</u> Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and

all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.

- 26. <u>Waiver</u> One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
- 27. Conflict of Interest Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.
- 28. <u>Entirety of Contract</u> This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
- 29. <u>Alteration</u> No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 22, Termination.
- 30. Governing Law and Venue This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
- 31. <u>Compliance with Applicable Laws</u> Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the services or type of services to be provided by this Contract.
- 32. Confidentiality Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

#### 33. Additional Contractor Responsibilities

- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
- B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
- 34. <u>Information Technology Security Requirements</u> This contract □shall not ⊠shall be subject to Exhibit D, "Information Technology Security," which is attached and incorporated by this reference. Contractor's failure to comply with the requirements in Exhibit D is a material breach of this Agreement.
- 35. Artificial Intelligence Technology (AI Technology) includes any machine learning, deep learning, or artificial intelligence ("AI") technologies, such as statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, as well as all software implementations and related hardware or equipment capable of generating content (e.g., text, images, video, audio, or computer code) based on user-supplied prompts.

County Data includes all information, data, materials, text, prompts, images, or other content provided to the Contractor under this Agreement or any other agreements between the Contractor and the County.

#### **Responsibilities and Training:**

Contractor is responsible for all information in the machine learning model, intellectual property rights associated with the information, and software and coded instructions used to generate AI content. County is responsible for the accuracy, utility and formulation of prompts and other inputs used to access the AI services and for decisions made, advice given, actions taken, and failures to take action based on AI content generated from AI services, except for AI content that is generated from erroneous or non-existing information in Contractor's machine learning models or from malfunctioning AI service software.

Contractor shall not use, or permit any third party to use, County Data to train, validate, update, improve, or modify any AI Technology, whether for Contractor's benefit or that of a third party, without the County's prior written authorization, which the County may grant or withhold at its sole discretion.

36. <u>Notification</u> Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		CONTRACTO	DR:
Nevada Cou	nty Office of Emergency Services	Mason, Bruce	e and Girard
Address:	950 Maidu Avenue	Address	701 High Street, Suite 207
City, St, Zip	Nevada City, CA 95959	City, St, Zip	Auburn, CA 95603
Attn:	IGS Admin/OES	Attn:	Reggie Fay
Email:	IGSadmin@nevadacountyca.gov; Courtneypersoneni@nevadacountyc a.gov	Email:	rfay@masonbruce.com
Phone:	530-265-1705	Phone:	404-345-8606

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

**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 to begin on the Effective Date.

COUNTY OF NEVADA:		
By:	Date:	
Printed Name/Title: Alex Keeble-Toll, Director, Emergency Services		
CONTRACTOR: Mason, Bruce and Girard		
Ву:	Date:	
Name: Reggie Fay		
Title: Corporate Secretary		

## **Exhibits**

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements
- D. Information Technology Security

**Summary Page** 

#### **EXHIBIT A**

#### SCHEDULE OF SERVICES

#### **OBJECTIVE**

To provide integrated environmental compliance and treatment design services for approximately 726 acres of private property in the Woodpecker Ravine Shaded Fuel Break Phase 2 Planning Area. This effort supports hazardous fuel reduction, improved community defensibility, and landscape resilience in Nevada County.

#### PROJECT OVERVIEW

The Nevada County Office of Emergency Services (OES) has contracted with the Nevada County Resource Conservation District (NCRCD) for Project Management of the *Woodpecker Ravine Shaded Fuel Break Phase 2 Project*. These entities seek a qualified Contractor with the experience and capacity to complete all necessary environmental compliance and treatment design services to prepare the *Woodpecker Ravine Shaded Fuel Break Phase 2 Project* for implementation. Mason, Bruce and Girard has been selected as the Contractor and will lead landowner coordination, environmental permitting, and the development of site-specific vegetation treatment prescriptions in alignment with prior planning work under Phase 1, while adapting to the conditions unique to Phase 2 parcels.

This contract comprises the following tasks:

#### TASK 1: ENVIRONMENTAL COMPLIANCE

Mason, Bruce and Girard will lead all environmental permitting efforts necessary to authorize vegetation treatment activities on approximately 726 acres of private land within the Phase 2 footprint. The Contractor will determine the most appropriate and efficient CEQA pathway—such as the California Vegetation Treatment Program (CalVTP), a Mitigated Negative Declaration (MND), or other project-specific analysis—to ensure the project satisfies all applicable environmental regulations.

The Contractor will be responsible for leading all aspects of environmental compliance for the *Woodpecker Ravine Shaded Fuel Break Phase 2 Project* planning effort. This includes assessing various CEQA pathways and recommending the most appropriate CEQA pathway in consultation with OES, NCRCD and project partners, taking into account project scope, parcel distribution, and implementation timelines. Once the preferred pathway is identified - whether through the CalVTP, a Mitigated Negative Declaration (MND), or another project-specific approach - the Contractor will prepare and file all necessary CEQA documentation to authorize vegetation treatment activities.

As part of this process, the Contractor will conduct and/or coordinate all required biological and cultural resource surveys to ensure full compliance with state and federal regulations. Using the results of these surveys, the Contractor will design appropriate and feasible mitigation measures aimed at reducing potential environmental impacts to below the thresholds of significance. These mitigation strategies will be integrated into both the environmental documentation and the treatment prescriptions to ensure consistency between planning and compliance.

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Exhibit A

Professional Services Contract- Schedule of Services

The Contractor will also collaborate closely with the treatment design team to ensure that proposed activities remain aligned with identified environmental constraints and mitigation requirements. This includes proactive coordination during field visits and prescription development, so that regulatory limitations are addressed early and efficiently.

All environmental documentation must be prepared in a format suitable for approval by OES, the NCRCD, and, where applicable, CAL FIRE. Throughout the compliance process, the Contractor will maintain regular communication with relevant regulatory agencies and will document all steps taken to ensure transparency and audit readiness, particularly in support of CAL FIRE grant agreement 5GA22209.

#### **Deliverables:**

- 1. Draft and Final CEQA documentation (e.g., CalVTP PSA, MND, or equivalent).
- 2. Survey reports (biological, cultural, etc.).
- 3. Environmental mitigation and monitoring plan.

#### **TASK 2: TREATMENT DESIGN**

Mason, Bruce and Girard, including a Registered Professional Forester (RPF), will develop detailed, site-specific treatment prescriptions for the 726-acre project area. Prescriptions will reflect Phase 1 methodologies while adapting to the unique vegetation types, topography, landowner preferences, and ecological constraints of Phase 2 parcels.

The Contractor will be responsible for leading the development of site-specific vegetation treatment prescriptions across the 726-acre *Woodpecker Ravine Shaded Fuel Break Phase 2 Project* planning Area. This process will begin with a thorough review of the treatment prescriptions and strategies implemented during Phase 1 to ensure consistency and integration across phases. The goal is to maintain continuity in approach, terminology, and strategic objectives, while adapting as necessary to the specific conditions of Phase 2 parcels.

Using a combination of field-based assessments and GIS analysis, the Contractor will identify and map treatment units, taking into account vegetation type, slope, access, fuel loads, and other key planning factors. These assessments will inform the development of tailored treatment prescriptions, which may include hand thinning, mastication, pile burning, or a combination of methods, depending on the site-specific needs of each unit.

As part of prescription development, the Contractor will integrate all environmental constraints and mitigation strategies identified during the permitting process. This will ensure that planned treatments remain fully compliant with applicable regulations and CEQA documentation. Prescriptions must also align with broader community protection goals, and the contractor will coordinate with OES and the NCRCD to incorporate defensible space objectives and wildfire risk reduction priorities into each treatment unit plan.

The final Treatment Design Package will include:

- 1. Unit-specific prescription narratives.
- 2. Treatment maps (GIS-based).

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- 3. Recommended treatment methods and equipment.
- 4. Notes on access issues or landowner considerations.

#### **Deliverables:**

1. Draft and Final Treatment Design Package (maps + narratives).

## TASK 3: LANDOWNER COORDINATION AND RIGHT-OF-ENTRY COLLECTION

Mason, Bruce and Girard will lead engagement efforts to secure Right-of-Entry (ROE) agreements for parcels not already covered under Phase 1. This includes assembling, distributing, receiving and tracking ROE packets and working to ensure high return rates.

The Contractor will lead the landowner coordination process for the *Woodpecker Ravine Shaded Fuel Break Phase 2 Project* by managing the distribution and collection of ROE agreements necessary for fieldwork and project planning. Using OES and NCRCD-approved templates and cover letters, the Contractor will assemble and mail complete ROE packets to all applicable landowners within the Phase 2 footprint who did not participate in Phase 1.

To maximize response rates and maintain project momentum, the Contractor will conduct two additional rounds of follow-up mailings to landowners who do not respond initially. These follow-ups will include the original packet materials, along with a brief note reinforcing the importance of participation and providing contact information for questions or support.

As ROEs are received, the Contractor will track and log all signed agreements, organizing them into batches for submission to NCRCD. NCRCD will then route the documents to OES for countersignature. This batching and submittal process must occur on a regular basis to avoid delays in survey and treatment design activities.

Throughout the ROE collection process, the contractor will maintain consistent and professional communication with landowners to build trust, answer questions, and provide project updates. Additionally, the contractor will submit bi-weekly status reports to NCRCD summarizing the number of ROEs sent, received, pending, and any landowner concerns or barriers to participation that may require further attention.

#### **Deliverables:**

- 1. Signed ROEs, batched by submission date.
- 2. Bi-weekly ROE progress reports.

#### TASK 4: MEETING PARTICIPATION & COORDINATION

Mason, Bruce and Girard will participate in regular coordination meetings with OES, NCRCD, and project partners throughout the planning phase. These meetings ensure strategic alignment and timely communication.

The Contractor will actively participate in regular coordination meetings with OES, NCRCD, and other project partners to ensure alignment across all aspects of the *Woodpecker Ravine Shaded Fuel Break* 

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Exhibit A

Professional Services Contract-Schedule of Services

*Phase 2 Project* planning effort. During these meetings, the Contractor will provide clear and timely updates on the status of treatment design and environmental compliance activities, including progress on field assessments, prescription development, CEQA documentation, and survey work.

In addition to technical updates, the Contractor will report on the progress of landowner outreach and ROE collection, highlighting response rates, engagement challenges, and any concerns that may impact project timelines. These meetings will also serve as a forum for adaptive management discussions, and the contractor will be expected to participate in strategic decision making, offering input on how to adjust timelines, approaches, or messaging in response to emerging conditions or stakeholder feedback.

The Contractor will collaborate closely with all project partners to ensure that planning activities remain on track, are responsive to field realities, and reflect the shared goals of the broader Woodpecker Ravine effort.

#### **Deliverables:**

- 1. Attendance and participation in monthly coordination meetings.
- 2. Follow-through on meeting action items.

#### TASK 5: COMMUNITY ENGAGEMENT SUPPORT

Mason, Bruce and Girard will support public outreach by attending and contributing to the OES-hosted Project Town Hall. This includes preparing materials or responding to questions about treatment design, permitting, or project timelines.

#### **Deliverables:**

- 1. Participation in Project Town Hall.
- 2. Supporting materials as requested (e.g., presentation slides or project maps).

#### TASK 6: INVOICING AND DOCUMENTATION

Mason, Bruce and Girard will submit monthly invoices with a detailed breakdown of labor hours by task and project phase. All documentation must align with budget terms and grant requirements (including CAL FIRE's grant agreement 5GA22209).

#### **Deliverables:**

- 1. Monthly itemized invoices.
- 2. Responsive documentation or clarifications as requested by NCRCD staff and/or OES.

#### **EXHIBIT B**

#### SCHEDULE OF CHARGES AND PAYMENTS

#### Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement for any expenses not delineated in the approved contract are not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this contract (\$400,000.00).

#### Invoices

Contractor must send invoices to NCRCD Contract Administrator. Each invoice shall include:

- Contract number.
- Title of approved project/program that work that is being performed for.
- Billing period covered, including the following:
  - A time log of daily hours, including approved timecards
  - Specific activities performed (Task#, Deliverable)
  - Dates/Months services were performed
  - Copies of invoices for supplies or travel (postage, paper, mileage log).
  - Grand total amount for the invoice

#### Submit all invoices to:

Nevada County Resource Conservation

District Attn: Nate Alcorn

Address:

113 Presley Way, Suite 1

City, St, Zip Grass Valley, CA 95945

Attn:

Woodpecker Ravine Phase

2/NCOES

Email: nate.alcorn@ncrcd.org Phone: 530-263-9490

County will make payment within thirty (30) days after the billing is received with accurate and complete agreed upon supporting documentation and approved by NCRCD and OES as outlined above.

#### Required Reporting

Reporting shall be provided monthly in accordance with Tasks 1-6 in Exhibit A.

Payment will be withheld if reporting requirements are not met and/or sufficient back-up documentation is not submitted. Payment will resume upon approved submissions.

#### Payment Schedule

The Contractor shall submit invoices at the amounts as defined in the schedule provided below, not more frequently than monthly, to NCRCD Contract Administrator for costs incurred pursuant to the agreement. Invoice back-up documentation, as outlined in Exhibit B shall accompany each invoice.

NCRCD will review submitted invoices within seven business days of receipt and forward approved invoices to Nevada County OES for payment.

Should errors be found in excess of five errors, NCRCD will halt review and return report to Contractor to revise. The NCRCD will have seven business days to review revised submissions.

The County will make payment within thirty (30) days of an approved invoice received from NCRCD and complete back-up documentation package.

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.

DESCRIPTION	COST
Environmental Compliance (CEQA Pathway, Surveys, Mitigation)	\$110,000
Treatment Design (Prescriptions, Maps, RPF Oversight)	\$233,000
Landowner Coordination & Right-of-Entry Collection	\$25,000
Meeting Participation & Coordination	\$10,000
Community Engagement Support (Town Hall, Materials)	\$5,000
Invoicing & Documentation	\$5,000
Administrative Overhead	\$2,000
Travel (lodging, mileage, per diem, etc.)	\$10,000
TOTAL COST:	\$400,000

The labor and expense table below will be used for 2025. Labor rates will increase 3.0% each year, starting on January 1.

Position Title	Hourly Rate
Senior Registered Professional Forester/Project Manager	\$165.00
Registered Professional Forester	\$155.00
Assistant Forester	\$130.00
GIS Analyst	\$150.00
Forest Technician/Admin	\$110.00
Mileage	Current federal rate
Per diem	GSA rates
Lodging	GSA rates

#### **EXHIBIT C**

#### **INSURANCE REQUIREMENTS**

<u>Insurance</u>. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- 1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **§1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
- 3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than <u>\$1,000,000</u> per accident for bodily injury or disease.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County

#### Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions are used.)
- 2. Primary Coverage For any claims related to this contract, Contractor's insurance shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3. Umbrella or Excess Policy The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying

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Exhibit C

Professional Services Contract – Insurance Requirements

- Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- 4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
- 5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- 7. Self-Insured Retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.
- 8. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
- 9. Claims Made Policies if any of the required policies provide coverage on a claims-made basis:
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date, prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- 10. **Verification of Coverage** Contractor may be requested to furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and the County reserves the right to request a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements to County before work begins. Failure to obtain and provide verification of the requested/required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 11. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- 12. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- 14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- 15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada 950 Maidu Ave. Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

#### EXHIBIT D

#### INFORMATION TECHNOLOGY SECURITY

#### 1. Notification of Data Security Incident

For purposes of this section, "Data Security Incident" is defined as unauthorized access to the Contractor's business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred. Notice should be made to all parties referenced in the "Notices" section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor's systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

#### 2. Data Location

- 2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.
- 2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor's data center(s) that will process or store County data. Notice should be made to all parties referenced in the "Notices" section of the Agreement.

#### 3. Data Encryption

- 3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.
  - 3.2 The Contractor shall encrypt all non-public County data at rest.
  - 3.3 Encryption algorithms shall be AES-128 or better.

#### 4. Cybersecurity Awareness and Training

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

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Exhibit D

Professional Services Contract – Information Technology Security

#### **SUMMARY OF CONTRACT**

Contractor Name: Mason, Bruce and Girard Description of Services: Woodpecker Ravine Phase 2, Registered Professional Forester Services and **Environmental Compliance SUMMARY OF MATERIAL TERMS** Max Multi-Year Price: 400,000.00 Max Annual Price: 400.000.00 **FY 25/26 =**\$400,000.00 **Contract Start Date:** 9/11/2025 **Contract End Date:** 6/30/2026 **Liquidated Damages:** Do Not Apply **INSURANCE POLICIES** Commercial General Liability (\$2,000,000)Worker's Compensation (Statutory Limits) Automobile Liability (\$1,000,000)**FUNDING CAL FIRE 5GA22209** \$400,000.00 LICENSES AND PREVAILING WAGES Designate all required licenses: Registered Professional Forester License **NOTICE & IDENTIFICATION CONTRACTOR: COUNTY OF NEVADA:** Nevada County Office of Emergency Services Mason. Bruce and Girard Address 701 High Street, Suite 207 Address: 950 Maidu Ave Nevada City, CA 95959 City, St, Zip Auburn, CA 95603 City, St, Zip Reggie Fay Attn: IGS Admin/OES Attn: rfay@masonbruce.com Email: IGSAdmin@nevadacountyca.gov; Email: Courtney.personeni@nevadacountyca.g ov Phone: 530-265-1225 Phone: 404-345-8605/530-745-9996 Contractor is a: (check all that apply) **EDD** Worksheet Required Yes No Calif. ☐ Other ☐ LLC ☒ Additional Terms & Conditions Included Corporation:  $\Box$ No□ (Grant Specific) Yes X Non- Profit: Corp. Calif. ☐ Other ☐ LLP ☐ Limited Subrecipient Yes  $\square$ No⊠ Partnership: Indiv. □ DBA □ Ass'n □ Person: Other□ **ATTACHMENTS** Exhibit A: Schedule of Services **Exhibit D:** Information Technology Security **Exhibit B:** Schedule of Charges and Payments Exhibit C: Insurance Requirements

## State of California Department of Forestry and Fire Protection (CAL FIRE) Office of the State Fire Marshal GRANT AGREEMENT

APPLICANT:

County of Nevada, Office of Emergency Services

PROJECT TITLE:

Woodpecker Ravine Shaded Fuel Break Phase 2

**GRANT AGREEMENT:** 

5GA22209

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through March 15, 2029.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

**PROJECT DESCRIPTION:** This project leverages and extends Woodpecker Ravine Phase 1 (5GG21227) through treatment of 726 acres, bringing the total acreage of both projects to 1,136 acres. Hazardous vegetation will be removed along critical primary and secondary evacuation routes and strategic ridgelines, tying road system arteries into a wildfire defense zone. There are over 1,700 homes located in the surrounding areas.

**Total State Grant not to exceed \$** 

3.914.536.64

(or project costs, whichever is less).

\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.

County of Nevada, Office of Emergency Services

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

	AND FIRE PROTECTION
Craig  Griesbach  Griesbach  Applicant Digitally signed by Craig Griesbach Date: 2023.11.20 14:24:44 -08'00'	By DocuSigned by:
Signature of Authorized Representative	DD5F1414AC554F2
Print Name/ Title: Craig Griesbach, Director of Emergency Services	Title: Daniel Berlant, Deputy Director
Data Navambar 20, 2023	1/8/2024

## **CERTIFICATION OF FUNDING**

OEITH IOATION OF FORBING			
GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID	
5GA22209		000006820	
FUND	FUND NAME		
0001	General Fund		
PROJECT ID	ACTIVITY ID	AMOUNT OF ESTIMATE FUNDING	
22WFFPGRANTS	GRANTS	\$ 3,914,536.64	
GL UNIT	BUD REF	ADJ. INCREASING ENCUMBRANCE	
3540	101	\$ 0.00	
PROGRAM NUMBER	ENY	ADJ. DECREASING ENCUMBRANCE	
2465010	2022	\$ 0.00	
ACCOUNT	ALT ACCOUNT	UNENCUMBERED BALANCE	
5340580	5340580000	\$ 3,914,536.64	
REPORTING STRUCTURE	SERVICE LOCATION		
35405909	91047		

Acknowledged - I hereby	y certify upon my p	ersonal knowledge t	hat budgeted fund	ls are available f	or this
encumbrance.					

encumprance.  —DocuSigned by:	
	1/10/2024
Certification of CAL FIRE Accounting Offices	Date

## TERMS AND CONDITIONS OF GRANT AGREEMENT

#### I. RECITALS

- This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and, County of Nevada, Office of Emergency Services, hereinafter referred to as "GRANTEE".
- 2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Three Million, Nine Hundred Fourteen Thousand, Five Hundred Thirty Six Dollars, and Sixty Four Cents (\$3,914,536.64).
- 3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
  - a. California Climate Investments Department of Forestry and Fire Protection Wildfire Prevention Grants Program Procedural Guide 2022-2023
  - b. The submitted Application, Scope of Work, Project Workbook, GHG Emissions Workbook and Exhibits
  - ADDENDUM WILDFIRE PREVENTION GRANT PROJECTS

#### II. SPECIAL PROVISIONS

- 1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section §4124.5 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
- 2. As precedent to the STATE's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
- 3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

#### III. GENERAL PROVISIONS

#### Definitions

- a. The term "Agreement" means grant agreement number 5GA22209.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

## 2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: County of Nevada, Office of Emergency Services
Section/Unit: NEU – Nevada Yuba	Section/Unit: N/A
Placer	
Attention: Elsa Hucks	Attention: Paul Cummings
Mailing Address:	Mailing Address:
13760 Lincoln way	950 Maidu Avenue, Suite 130
Auburn, CA 95603	Nevada City, CA 95959
Phone Number: (530) 889-0111 x127	Phone Number: (530) 265-1515
Email Address:	Email Address:
Elsa.Hucks@fire.ca.gov	paul.cummings@nevadacountyca.gov

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

## 3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but no less than 60 days from the Agreement expiration date. The STATE may waive the minimum timeframe for

amendments at their discretion. Approval of amendment is at the STATE's discretion.

- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- GRANTEE shall comply with the California Environmental Quality Act e. (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the latter date of signature by the Grantee Authorized Representative or CAL FIRE Deputy Director. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the STATE participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

## 4. Project Costs and Payment Documentation

a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.

- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates and activities specified in the Final Project Budget Detail, Application, Scope of Work and Exhibits, and made a part of this Agreement.
- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project for which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE. Grantee must provide reporting on equipment disposition no less frequently than biannually to CAL FIRE or upon CAL FIRE's request after completion of the grant project until notified in writing by the CAL FIRE Wildfire Prevention Grant Program that additional reporting is no longer required.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and required quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. In the event no expenses are incurred. GRANTEE shall identify that no costs have been incurred within the respective quarterly progress report in lieu of submitting a zerobalance invoice. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, signature of an authorized representative of GRANTEE, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), match funds when applicable, and appropriate supporting documentation consistent with the Project Costs section, as detailed in the California Climate Investments Department of Forestry and Fire Protection Wildfire Prevention Grants Program Procedural Guide 2022-2023.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Budget approved by the STATE. The dollar amount of an item in a budget category may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from other budget categories, without approval by the STATE; however, GRANTEE shall notify the STATE in writing when any

such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget category must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.

- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment electronically using the grants management system identified by CAL FIRE. Hard copy submissions will not be accepted.
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
  - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
  - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
  - Multiple advance payments may be made to a GRANTEE over the life of a project.
  - No single advance payment shall exceed 25% of the total grant amount. For grants funding equipment, the maximum advance request may be increased up to 50% of the total grant amount or cost of equipment purchase, whichever is less. Advance funds and must be spent on eligible costs within six months of the advance payment receipt.
  - GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. CAL FIRE will bill for the return of unliquidiated advance funds after the approved timeframe.
  - All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.

- Any advance payment received by a GRANTEE and not used for project eligible costs within the time period approved by STATE shall be returned to the STATE. The amount will be returned to the grant balance.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.
- j. The GRANTEE shall immediately reimburse or credit, as determined by the STATE, the STATE for any over payment of any invoice, including final invoice, when either party determines an overpayment was made.

#### 5. Budget Contingency Clause

a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Wildfire Prevention Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

## 6. Project Administration

- a. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

#### 7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date the audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review

during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.

- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

#### 8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
  - GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section.
  - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a

state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.

- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

#### 9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE.

At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

## 10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

#### 11. Tort Claims

#### FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

#### STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California

employees while acting within the scope of his or her employment, arising out of this Agreement.

#### 12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

#### 13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

## 14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

#### 15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

#### 16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

#### 17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

## 18. Survival Clause

The obligations of the Parties under Section III General Provisions, Items 4 (c) and (j) of the Project Costs and Payment Documentation and Item 10 Hold Harmless of this Agreement shall survive the termination or expiration of the Agreement.

GRANT NUMBER 5GA22209 County of Nevada, Office of Emergency Services Woodpecker Ravine Shaded Fuel Break Phase 2

#### ADDENDUM - WILDFIRE PREVENTION GRANT PROJECTS

#### I. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

All Wildfire Prevention Grant projects must clearly display, identify and label themselves as being funded by CAL FIRE. Acknowledgements must contain the CAL FIRE logo as well as the following statement:

"Funding for this project provided by the California Department of Forestry and Fire Protection's (CAL FIRE) Wildfire Prevention Grants Program."

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

#### 22-WP-NEU 48199437

### **Application Form:**

Profile: alex.keeble-toll@nevadacountyca.gov

## **Project Information**

Project Name/Title: Woodpecker Ravine Shaded Fuel Break Phase 2

In which county is the majority of your project located? : Nevada County

The full Project Tracking Number will be auto-generated within Grants Portal. Please use the format 22-WP-UUU and replace your 3-character unit identifier from your selected county above. : 22-WP-NEU

Are there additional counties? : No

In which California State Assembly district(s) is your project located?:

1st - Alpine, Amador, El Dorado, Lassen, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou

In which California State Senate district(s) is your project located?:

1st - Butte, Colusa, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Yuba

Project End Date: 2029-03-15

# **Project Description Summary**

Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc.: The Woodpecker Ravine Shaded Fuel Break Phase 2 Project leverages and extends Woodpecker Ravine Phase 1 (CAL FIRE 5GG21227) through treatment of 726 acres, bringing the total acreage of the Phase 1 and Phase 2 Projects to 1,136 acres. The objective of the project is to remove hazardous vegetation along critical primary and secondary evacuation routes and strategic ridgelines, tying road system arteries into a wildfire defense zone. The desired outcome is to reduce the intensity of a potential wildfire, provide fire fighters a stronghold to defend lives and homes, and provide safer ingress/egress routes for residents and emergency responders. This project is identified as a top priority in the Nevada-Yuba-Placer (NEU) 2022 Strategic Plan and is located within high and very high fire hazard severity zones adjacent to disadvantaged communities just southeast of Grass Valley. The project area is flanked by critical evacuation corridors - State Highway 49 to the east and State Highway 174 to the north. Roughly bounded by Rattlesnake, Lower Colfax, and Mount Olive Roads, over 1,700 homes located in the Wildland Urban Interface (WUI) communities of Union Hill, Cedar Ridge, Peardale, and Highland Park will directly benefit from the hazardous fuels reduction. These activities will also protect the communities of Alta Sierra, Alta Hill, La Barr Meadows, the City of Grass Valley, Spring Hill, The Oaks, Coleman, Bear River Pines, and Chicago Park. This project will be a public private partnership between landowners whose property will be treated, County of Nevada, and CAL FIRE.

## Award Request Amount

Total Amount of Award Request: \$3,914,536.64

### **Indirect Cost Rate**

Are you requesting an Indirect Cost Rate in excess of 12%? : No

## **Organization Information**

Organization Type: Incorporated Cities and Counties

Board Resolution or Attesting Document: 22-WP-NEU-48199437 Board Resolution.pdf

Sponsoring Organization: County of Nevada, Office of Emergency Services

Project Manager Name: Paul Cummings

Project Manager Mailing Address: 950 Maidu Avenue

Project Manager Mailing Address Line 2: Suite 130

City: Nevada City

State: US-CA

**Zip Code:** 95959

Project Manager Phone Number: 530-265-1515

Project Manager Email: paul.cummings@nevadacountyca.gov

## **Project Activities**

For which primary activity is funding being requested? : Hazardous Fuels Reduction

Primary Vegetation Management Practice Type: Shaded fuelbreak /Understory clearing

Does the project include Grazing as a component of the hazardous fuels reduction project? : No

Does the project include transportation and/or disposal of woody biomass: No

## **Project Treatment Area**

Primary Land Cover Type: Forest

Primary Land Ownership Class: Private

Does your project include work on Tribal Lands? : No

Limiting Factors: Check the box if there are any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?:

Timber Harvest Plans (THP): For Hazardous Fuels Reduction projects, If there is a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE check the box.:

California Environmental Quality Act (CEQA) Compliance: Describe how compliance with CEQA will be achieved in the Scope of Work. Is there an existing CEQA document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable"): Will File

Existing Document Identification Number: Not Applicable at this time.

Federal Responsibility Area: Does your project include work on Federal Lands that might require a National Environmental Policy Act (NEPA) document, or use a framework similar to Good Neighbor Authority? : No

# **Community Metrics**

## Fire Risk Reduction Community List (FRRC)

Is the Sponsoring Organization a local agency? (city, county, or other publicly funded entity serving a city and/or county): Yes

If yes, please select from the Fire Risk Reduction Community List options: Not on the FRRC list

If yes, is the Sponsoring Organization reporting defensible space data to CAL FIRE? :

Community at Risk: Is the project associated with a community that is listed as a Community at Risk? : Yes

Number of Risk Communities in the project area: 8

Disadvantaged/Low Income Community: Is the project associated with a disadvantaged/low-income community? : Yes

If Yes, select all that applies: :

Low Income

Project Area Statistics: For all Hazardous Fuels Reduction projects, provide an estimate of the Treatment Influence Zone (TIZ) acres. Include Local Responsibility Area (LRA), Federal Responsibility Area (FRA) and State Responsibility Area (SRA) as applicable for TIZ.

The Treatment Influence Zones (TIZ) are the treatment areas within a project, where on-the-ground activities are accomplished. There can be multiple treatment areas associated with a project. Wildfire Prevention Planning and Wildfire Prevention Public Education projects will NOT have treatment areas.

Local Responsibility Area (LRA) TIZ acres: 0.00

Federal Responsibility Area (FRA) TIZ acres: 0.00

State Responsibility Area (SRA) TIZ acres: 726.00

Total TIZ Acres: 726

# Fire Hazard Severity Zones (FHSZ)

What Fire Hazard Severity Zones (FHSZ) are in the project area? Fire Hazard Severity Zone ratings are available at: https://osfm.fire.ca.gov/divisions/community-wildfire-preparedness-and-mitigation/wildfire-preparedness/fire-hazard-severity-zones/ (https://osfm.fire.ca.gov/divisions/community-wildfire-preparedness-and-mitigation/wildfire-preparedness-and-mitigation/wildfire-preparedness/fire-hazard-severity-zones/). Copy and paste the link or right-click to open in a new tab. Please provide an approximate number of acres or percentage of the project area in each zone.

Number of Acres in the Very High SRA FHSZ: 704

Number of Acres in the Very High LRA FHSZ: 0

Number of Acres in the High SRA FHSZ: 22

Number of Acres in the High LRA FHSZ: 0

Number of Acres in the Moderate SRA FHSZ: 0

FHSZ Total Acres: 726

## **Document Uploads**

Letters of Support: 22-WP-NEU-48199437\_Ltrs\_of\_Support.pdf

**Letters of Commitment:** 

In addition to the online project mapping program treatment Geopoint and polygons, include a pdf map(s) of the project with the project application. The maps shall meet the requirements of Appendix G in the Procedural Guide.

PDF Project Map: 22-WP-NEU-48199437\_Project\_Maps.pdf

The below required standard forms can be found in the forms section of the solicitation. To get to the Solicitation Link click back to the solicitation, then click on the three lines next to the application and click the solicitation link.

STD 19 Nondiscrimination Compliance Statement form: 22-WP-NEU-48199437\_STD\_019.pdf

STD 21 A Drug-Free Workplace Certification form: 22-WP-NEU-48199437\_STD\_021.pdf

STD 204 Payee Data Record form: 22-WP-NEU-48199437\_STD204.pdf

Miscellaneous Form Upload Field #1:

Miscellaneous Form Upload Field #2:

Miscellaneous Form Upload Field #3:

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## **Project Mapping Program**

Project Mapping Program: Create a Geopoint and Polygon(s) via the weblink. copy and paste the link or right-click to open in a new tab:https://grant-access-calfire-forestry.hub.arcgis.com (https://grant-access-calfire-forestry.hub.arcgis.com) The Online Project Mapping Component is a requirement for a complete application submission.

View Budget Worksheet: https://portal.ecivis.com/#/peerBudget/DF16E4B7-65FD-4BD9-9124-DDF381124EB8

Average Score: 0.00

## **Application Goals:**

View Application Goals: https://portal.ecivis.com/#/peerGoals/C1089689-51AD-46F5-AFD7-15E8ADCF40E5

# of Reviews: 1

# of Denials: 0

Created by : zengine+35323@srm.ecivis.com

Record ID # : 48199437

Last change: 2023-03-28T17:31:49+0000

### Woodpecker Ravine Shaded Fuel Break Phase 2

Linked Form Profile:

Linked Form Submissions: 22-WP-NEU 48199437

### Scope of Work:

Project Name: Woodpecker Ravine Shaded Fuel Break Phase 2

Project Tracking Number: 22-WP-NEU-48199437

Please use the Tracking Number that was automatically assigned by Grants Portal. The format will be 22-WP-UUU-XXXXXXXX

## **Project Description**

Please provide a comprehensive project description including the location, habitable structures, acres treated, etc. (please note there are no space limitations): Background The objective of the Woodpecker Ravine Shaded Fuel Break Phase 2 Project is to remove hazardous vegetation along critical primary and secondary evacuation routes and strategic ridgelines, tying road system arteries into a wildfire defense zone. The desired outcome is to reduce the intensity of a potential wildfire, provide fire fighters a stronghold to defend lives and homes, and provide safer ingress/egress routes for residents and emergency responders. This project will be a public private partnership between landowners whose property will be treated, County of Nevada, and CAL FIRE. Woodpecker Ravine Shaded Fuel Break Phase 2 Project is located within high and very high fire hazard severity zones adjacent to disadvantaged communities just southeast of Grass Valley in western Nevada County. It was identified as a top priority in the Nevada-Yuba-Placer (NEU) 2020, 2021, and 2022 Strategic Plans and has been identified in past Battalion 12 Ignition Management Plans. The project furthers the overarching goals of the Nevada County Community Wildfire Protection Plan and confronts the wildfire component of the Local Hazard Mitigation Plan, in addition to addressing the regional priorities of the Watershed Improvement Plan (WIP) and the broader priorities of California's Wildfire and Forest Resilience Action Plan (WFRAP). This project leverages and extends Woodpecker Ravine Phase 1 (CAL FIRE 5GG21227) through treatment of 726 acres, bringing the total acreage of the Phase 1 and Phase 2 Projects to 1,136 acres. It will provide an integral landscape-scale hazardous fuels reduction component to a \$31 million holistic Building Resilient Infrastructure and Communities (BRIC) grant that proposes education, home-hardening, and defensible space and is currently undergoing environmental and cultural review with FEMA (funding obligation anticipated September 2023). In sum, the combined investment of CAL FIRE and FEMA/BRIC will support the protection of people, structures, and communities in an area of significant and known risk. Education of residents will ensure that State and Federal project investments are durable as community members will have the knowledge, resources, and wherewithal to manage private lands for wildfire resilience long after project implementation is complete. Need The threat of catastrophic wildfire is imminent for the 102,241 residents of Nevada County, 92% of whom live in high to very high fire hazard severity zones. Grass Valley has been identified by CAL FIRE as the fourth highest priority target area for Vegetation Management/Fuels Modification Projects in the Nevada-Yuba-Placer Unit. Woodpecker Ravine is a steep and densely vegetated drainage that is flanked by critical evacuation corridors – State Highway 49 to the east and State Highway 174 to the north. Roughly bounded by Rattlesnake, Lower Colfax, and Mount Olive Roads, fourteen Wildland Urban Interface (WUI) communities, including five that are disadvantaged due to income (50-60 percentile; per Cal EnviroScreen 4.0) stand to benefit from this project. Within the Treatment Influence Zone is a warren of narrow, winding roads and over 700 homes; nearly 2,200 homes are in the 1-mile Project Influence Zone. The two major evacuation routes in the Woodpecker Ravine are Lower Colfax Road and Rattlesnake Road; both lead to Highway

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174, or south to other major roads such as Mt. Olive and Dog Bar Roads. The area's topography and vegetation affect its susceptibility to wildfire spread while evacuation constraints pose significant risk for residents if mass egress is necessary. The Winter Storm of 2023 has significantly exacerbated the risk that residents of Woodpecker Ravine will face during future wildfire seasons. This storm, which resulted in the declaration of both local and state emergencies, left over 17,000 homes without power for days and even weeks. Areas off Rattlesnake Road were among the hardest hit. Damage to electrical and communications infrastructure, private residences, and private roads was extensive due to the sheer volume and extent of down trees. Now more than ever it is critical to remove hazardous vegetation from key ingress and egress routes.

### Section I:

Primary Activity Type: Hazardous Fuels Reduction

Hazardous Fuels Reduction

- 1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit. : The County of Nevada Office of Emergency Services will focus on a strategic 726 acres through the Woodpecker Ravine Shaded Fuel Break Phase 2 Project. This acreage is independent of the 410 acres of treatment that is to be completed as part of Woodpecker Ravine Phase 1, however, together these two project phases will result in hazardous fuels reduction at a meaningful scale. The project area is bounded by critical evacuation corridors (State Highway 49 and State Highway 174) and stands to increase wildfire resilience for over a dozen WUI communities in and around the locations identified for treatment. The communities of Union Hill, Cedar Ridge, Peardale, and Highland Park will directly benefit from the hazardous fuels reduction. The communities of Alta Sierra, Alta Hill, La Barr Meadows, the City of Grass Valley, Spring Hill, The Oaks, Coleman, Bear River Pines, Cherry Creek Acres, and Chicago Park will also be protected. Within the Treatment Influence Zone there are over 700 homes valued at \$168,390,283. Nearly 2,200 homes are in the 1-mile Project Influence Zone valued at \$535,834,594. The project is located a mile from historic downtown Grass Valley, one of California's fourteen Cultural Districts and the County's most populous incorporated area. Grass Valley has a thriving small business community and iconic, irreplaceable landmarks built during the Gold Rush, over 150 years ago, such as the Holbrooke Hotel and St. Joseph's Cultural Center which will be protected by the project. The Empire Mine State Historic Park, which is on the National Register of Historic Places, is located adjacent to the project. In addition to the residents and communities in the direct vicinity of the project that stand to benefit, many critical community lifelines are with two miles of the project including: • 8 fire stations • 14 schools • 2 Pacific Gas & Electric substations and 6 miles of powerline • 3 short-term rehabilitation and skilled-nursing facilities • 1 extended-stay convalescent hospital. • The county's primary hospital (the only other hospital is an hour's drive away over 7,000-foot mountain pass).
- 2. Describe the goals, objectives, and expected outcomes of the project.: The goal of this project is to mitigate risk by creating strategically placed landscape area treatments prioritizing critical infrastructure, community investment, roads, and strategic ridges to modify fire behavior and improve ingress for first responders and egress for evacuees. The Federal Emergency Management Agency (FEMA) estimates that every \$1 spent on mitigation saves \$6 on future disaster losses. The most recent major fire that Nevada County has experienced underscores the importance of investing in risk mitigation. The 900-acre Rices Fire that occurred in June of 2022 destroyed several homes and outbuildings and cost nearly \$13 million to suppress. The Woodpecker Ravine Shaded Fuel Break Phase 2 Project proposes to reduce hazardous fuels and mitigate wildfire risk on 726 acres. The total cost of this project is budgeted to be \$4 million or about a third of the cost to suppress a similar acreage fire. Approximately 700 habitable at-risk structures within the Treatment Influence Zone with a combined rebuild value of \$168,390,283 will be protected. Thousands more homes located within the Project Influence Zone valued at \$535,834,594 also stand to be protected. This project combines robust community education about WUI ecology, hazardous fuels reduction, home hardening, and defensible space (See Section IV, Task 2) with on-the ground implementation

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actions (See Section IV, Task 4). Taken together these activities will increase wildfire resilience in 14 communities and will furthermore arm residents with the knowledge needed to manage the private lands under their purview into the future. The aim of this project is to ensure fire behavior is less severe and damaging, providing fire fighters an opportunity to make an effective stand against the fire. This project effectively reduces significant risk of wildfire, increases resilience, and creates ancillary benefits for people and the environment. This project has been thoughtfully designed to create the primary benefits of: • Avoiding physical damages. • Avoiding emergency response costs. • Avoiding loss-of-function to critical facilities and infrastructure. • Avoiding loss of service for utilities. • Avoiding injuries & casualties, Further, project design supports the ancillary benefits of: • Supporting lowincome, socially vulnerable and high-hazard or threatened communities. • Protecting water and air quality. • Providing an opportunity to engage the community around best-practices for fire-adapted communities. The expected outcome of the Woodpecker Ravine Shaded Fuel Break Phase 2 Project is for hazardous fuels reduction to take place on 726 acres of land along critical evacuation routes and strategic ridges. This will eliminate vertical and horizontal continuity, reducing the rate of spread, the duration and intensity of wildfire, fuel ignitability, and ignition of tree crowns and structures. The acreage including in this project will be treated utilizing a suite of best management practices at the direction of a Registered Professional Forester. Treatment prescriptions will include chipping, hand crews, mastication, and chemical treatment, where prudent, to help maintain the initial treatment investment. Left over woody debris will be chipped or masticated onsite.

- 3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures.: The steep terrain, narrow roads, and extreme forest density of Woodpecker Ravine makes it difficult to combat wildfires and thus all fires in this area pose an existential threat to the habitable structures in the vicinity. When wildfire has occurred in the area (such as the River Fire) suppressing it as swiftly as possible has been critical to the protection of life and property. Shaded fuel breaks, fire breaks and recent burn scars are all considered key tactical locations for first responders to take a stand against and gain control of wildfires. The Woodpecker Ravine Shaded Fuel Break Phase 2 Project has been strategically designed to leverage all existing tactical locations and to tie these into a network of protection for the thousands of homes in the area. The River Fire Burn Scar, major road arteries, and key ridgelines have all been taken into consideration when identifying treatment locations. Furthermore topography has dictated location and type of treatment. For example, in some locations treatment of vegetation 75 feet on either side of the roadway is preferred. For other parcels vegetation abatement extending out 75 feet from a structure toward a ravine has been identified as an approach more likely to safeguard the structure. This project has been very intentionally designed to be successful independent of impending FEMA/BRIC funding, however, the larger vision for Woodpecker Ravine is to pair shaded fuel break treatments funded by CAL FIRE with home hardening and defensible space actions funded by FEMA/BRIC. Taken together with community education about wildfire resilience these activities greatly increase the chances that risks associated with wildfire to habitable structures will be reduced – and furthermore that residents will be personally invested in sustaining the reduction in risk by creating defensible space, removing dead and down debris from winter storms, and ensuring that shaded fuel break areas receive annual maintenance.
- 4. Identify any additional assets at risk from wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers. : Community lifelines such as phone and powerlines, drinking water and Nevada Irrigation District's conveyance systems, transportation corridors, and evacuation routes are all located within the project footprint. Additionally, located within two miles of the project are critical infrastructure such as the regionally significant CAL FIRE and Tahoe National Forest 24/7 Interagency Emergency Command Center (ECC) which is co-located with the Nevada County Airport. The ECC is one of the state's six command centers which facilitates the expeditious movement of resources during fire emergencies and calls for medical service. Resources include air attack support in the form of helicopters, very large air tankers, and tactical aircraft which provide life-saving fire suppression support through intelligence gathering and fire-retardant drops. Additional critical assets within 2 miles of the project include 8 fire stations, 14 schools, 2 Pacific Gas & Electric substations, 3 short-term rehabilitation and skilled-nursing facilities, and 1 extended-stay convalescent hospital. The county's primary hospital

- is 1.5 miles from the project and the only other hospital is an hour's drive away over a 7,000-foot mountain pass. The project increases protection to the City of Grass Valley, which is home to 14,000 people. Within a mile of the project boundary is historic downtown Grass Valley, which has a thriving small business community. Iconic, irreplaceable landmarks built during the Gold Rush over 150 years ago, such as the Holbrooke Hotel and St. Joseph's Cultural Center, are among the community resources the project will protect. The Empire Mine State Historic Park, which is on the National Register of Historic Places, is located adjacent to the project. Additional critical community resources within the project footprint include a post office, and several small businesses such as an animal clinic, vineyard, automotive repair, and markets.
- 5. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions? : Options to utilize a biomass facility to reduce greenhouse gas emissions are limited in Nevada County. Any material would need to be trucked 40 miles to the closest facility (Rio Bravo-Rocklin), which would create additional emissions associated with transportation. As such, left over woody debris will be chipped or masticated onsite.
- 6. Does the project include grazing as a component of the hazardous fuels reduction project?:

### Section II:

Degree of Risk

- 1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps.: The Woodpecker Ravine Shaded Fuel Break Phase 2 Project Treatment Influence Zone includes areas of High and Very High Fire Hazard Severity Zones (FHSZ) and is also surrounded by both areas in the Project Influence Zone. Specifically, the 726-acre project area has approximately 704 acres in Very High Fire Hazard Severity Zones and approximately 22 acres in High Fire Hazard Severity Zones. Overall, 92% of the 102,241 residents of Nevada County live in High to Very High FHSZ. Given this, it is not surprising that Grass Valley, located mere miles from the Woodpecker Ravine Shaded Fuel Break Phase 2 Project has been identified by CAL FIRE as the fourth highest priority target area for Vegetation Management/Fuels Modification Projects in the Nevada-Yuba-Placer Unit.
- 2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.

  : This project is in direct proximity to structures that are at risk to damage from fire in the Wildland Urban Interface (WUI). Interspersed within the Treatment Influence Zone are over 700 homes. Additionally, 2,200 homes are located within a mile of the area to be treated. The work proposed as part of the Woodpecker Ravine Shaded Fuel Break Phase 2 Project is critical due to the volume of untreated fuels within the ravine, steepness of the topography, and number of people residing within the project area. Treatment of key evacuation routes will serve the public in terms of safer egress, while providing first responders greater ingress. Treatment areas will furthermore provide locations where first responders can make a stand against a fire and work safely to protect structures.

### Section III:

Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project? : This project does not include matching funds but directly leverages a \$2.1 million grant awarded by CAL FIRE for Woodpecker Ravine Phase 1 (CAL FIRE 5GG21227) by extending the treatment area by 726 acres. The project was furthermore designed to provide a vital hazardous fuels reduction component to a \$31 million holistic Building Resilient Infrastructure and Communities (BRIC) grant that proposes education, home-hardening, and defensible space and is currently undergoing

environmental and cultural review with FEMA (funding obligation anticipated September 2023). There are thirteen Firewise Communities in the vicinity of the project, all of whom actively engage with and support residents in increasing their wildfire resilience through sweat equity activities that include defensible space and roadside vegetation abatement. Four of these Firewise Communities are either in or adjacent to the project area - Casa Loma Firewise Community, Greater Dalmatian-Highway 174 Firewise Community, Lower Colfax Firewise Community, and Rattlesnake Neighborhood Association Firewise Community – and all have provided Letters of Support for this project. In addition this project has the support of the larger Coalition of Firewise Communities. Nevada Irrigation District, which has key water infrastructure that will be protected because of project activities has provided a Letter of Support, as has California State Parks, whose Empire Mine State Historic Park sits at the top of the project area.

- 2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.: External communications will be a critical piece of this project which will engage project participants as well as the broader public at large. Homeowners within the project footprint will receive information about the project by mail as well as an invitation to attend two public meetings ("Town Halls") to ask questions and learn more about the project. One public meeting will be scheduled as a "kick-off" to familiarize residents with intent, motive, and purpose of the project and to answer questions related to the planning aspects of the project, including right-of-entry, landowner agreements, environmental compliance, process, and timeline. This meeting is projected to take place in Quarter 1 of 2024. A second public meeting will be scheduled during Year 1 of implementation (approximately Quarter 3 of 2025) to check in with residents about their project experience so that any adaptive management actions needed to improve interactions with residents can be set in motion for implementation Year 2 and Year 3. County of Nevada Office of Emergency Services will leverage our existing bi-weekly Virtual Office Hours platform as well as our Quarterly Wildfire Stakeholder Meetings to provide project updates and offer a forum for residents and Firewise Community leaders as well as key stakeholders working on wildfire mitigation across the County to ask questions and learn more about the project. If awarded, County of Nevada will share this news with the public via website, newsletter. social media, and press release. The public is very engaged in wildfire prevention and mitigation activities and Nevada County Office of Emergency Services frequently fields calls from residents who have learned of a new project and are seeking additional information. If awarded, a project announcement will be a major point of celebration for the community, especially considering the impacts to Woodpecker Ravine during the 2023 Winter Storm. County of Nevada will share project news and updates with local radio stations such as KVMR and KNCO. who often reach out for interviews when grant funds are awarded for wildfire mitigation projects. Lastly, the Board of Supervisors and the media will be invited to tour the implementation of the project. Both the public meetings and the project tour will offer tangible educational opportunities for residents and leaders to understand the importance and impact of this work. All external communications about this project, including printed materials will clearly display. identify, and label themselves as being funded by CAL FIRE. Acknowledgements will contain the CAL FIRE logo. required statement, California Climate Investments (CCI) boilerplate, and CAL FIRE and CCI logos per the stipulations associated with this funding source.
- 3. Describe any plans to maintain the project after the grant period has ended.: Landowner agreements to maintain the grant-funded investment in the project area for at least 10 years will be secured from property owners as a requirement of participation in the Woodpecker Ravine Shaded Fuel Break Phase 2 Project. A critical component of ensuring that the treatment is maintained is having a conversation upfront with homeowners about the importance of hazardous fuels reduction and the resources that are available to assist with this maintenance. CAL FIRE has estimated that if maintenance of shaded fuel breaks is not conducted within 2-3 years, after 5 years all wildfire resilience benefit is lost. Anecdotal conversations with CAL FIRE staff in the field has indicated that for some vegetation assemblages in western Nevada County that thrive with disturbance, shaded fuel breaks can initially result in increased vegetative growth, making regular maintenance even more critical. As part of Task 2 of this project, County of Nevada will educate residents within the project are about the importance of maintenance

and will connect them with resources to support these activities. Existing resources may include: • Coordination of neighborhood or road associations for quarterly work parties. • Participation in local Firewise Communities. • Renting roll off dumpsters from Waste Management for seasonal yard waste and storm debris disposal. • Conducting seasonal residential burn piles. • Renting chippers for work on private property or along roads. • Hiring qualified vendor.

4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?: If the larger FEMA/BRIC grant, of which the Woodpecker Ravine Shaded Fuel Break Phase 2 (and Phase 1) is a part, is funded there will be extensive partnering with other organizations to address fire hazard reduction at the landscape level. The FEMA/BRIC grant application has identified partnering with the South Yuba River Citizens League (SYRCL) to conduct a science and art-based community engagement campaign. SYRCL will convene experts on topics such as forest health, fire ecology, climatology, and fire dynamics using the best available science to develop a public service campaign centered around the concepts of community wildfire resiliency. SYRCL will plan a Speaker Series including a variety of educational opportunities such as workshops, tours, wildfire resiliency art installations, demonstrations, film screenings, & discussion panels open to the whole community. They will showcase a broad cross-section of expert perspectives and collaborate with local partners such as land management agencies, watershed conservation/stewardship non-profits, land trusts, foresters, the local chapter of the California Native Plant Society, arts-based organizations, local Tribes, and others to engage community members in a conversation and to inspire action around developing a wildfire-adapted community. To address demographic trends in the County they will assess the needs of groups, such as older residents, those for whom English is not the primary language, and other difficult to reach groups so they may benefit from programdeveloped materials. Expenses will include art material development, graphic design, digital and print ads, mailers, postage, outreach supplies, etc. Additionally, if the BRIC grant is awarded, County of Nevada will also partner with the Sierra Streams Institute (SSI) to provide forest health and fire risk curriculum to 3rd-5th graders in schools adjacent to the Woodpecker Ravine. SSI staff will work with teachers, researchers, and land managers to identify forest plots within and outside of the fuel management area. Plot measurements will include: • Tree density. • Tree species diversity. • Tree size. • Downed fuel load/woody debris. • Canopy closure/density. • Cone, seed, and seedling density. Data collection will follow protocols previously established by SSI for the Our Forests program, allowing data compatibility with multiple other Forest Investigation sites throughout the County, as well as with regularly used national and regional public forest datasets. Plot establishment within the treatment area will allow students to learn about forest health before and after fuels treatments by comparing forest inventories, fuel loads, and other measures of health among plots from treated vs untreated areas before and after treatment. SSI will assist in developing teacher proficiency to teach forest science concepts and working with students outdoors. Protocols from the current iteration of the Our Forests project will also be revised during this task to accommodate data compatibility between prior Forest Investigation Zones and the target fuel modification area. Following teacher training and protocol, SSI education staff will guide field Forest Investigation activities including forest inventory data collection and field learning exercises. This training consists primarily of the "Forests Institute", which equips teachers with the knowledge to address student questions related to forest health in the field, as well as tools for increasing student engagement with forest health data. Plots will then be visited by the same teacher with new classes each year over the project period, allowing students to engage with time-series data to assess impacts of treatments or change over time. SSI staff will not only guide data collection and field investigations directly, but will also provide logistical support, arranging transportation through Durham School Services, and producing data collection materials, field supplies, and providing all equipment needed for forest inventories, reducing teacher/school equipment purchasing burden. Field support will primarily consist of one or more SSI technicians guiding forest investigations in the first year and providing teacher support in the second and third years.

### Section IV:

**Project Implementation** 

- 1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.: Assuming awards are announced in August 2023, OES will bring the grant agreement to the Board of Supervisors within a month of receipt. County of Nevada anticipates going out to bid for a Registered Professional Forester and arranging for a contractor to complete the CalVTP or CEQA process in the fall of 2023. It is anticipated that the environmental review process for the Woodpecker Ravine Shaded Fuel Break Phase 2 project activities will commence in the first quarter of 2024 to capture key seasonal phenology for wildlife and botanical species (nesting birds, amphibians) and take about a year to complete. Therefore, hazardous fuels reduction is expected to commence in Quarter 1 of the 2025 calendar year. Hazardous fuels reduction activities are expected to take approximately 3 years given the realistic window in spring and fall when winter weather and fire season respectively have abated. It is anticipated that the project will be complete by March 2028.
- 2. Verify the expected timeframes to complete the project will fall under the required completion dates depending on the source of the funds awarded. : This project will be completed under the required completion date of March 15, 2029.
- 3. Using bullets, list the milestones that will be used to measure the progress of the project. : Milestones: TASK 1: Project Administration • Board of Supervisors to accept and execute the grant agreement within 30 days of grant award. • Quarterly Financial Reports to be submitted within 30 days of the end of every calendar quarter. • Quarterly Progress Reports to be submitted within 30 days of the end of every calendar quarter. • Final Financial Reports to be submitted within 30 days of the project completion date. • Final Report to be submitted within 30 days of the grant expiration and simultaneous with Final Financial Report. • Request for Proposals for consultant to complete California Vegetation Treatment Program's (CalVTP) Project-specific Analysis to be released within 3 months of grant award. • Request for Proposals for Registered Professional Forester to assist with the treatment prescription to be released within 1 year of grant award. • Request for Proposals for Fuels Treatment vendor to implement the treatment prescription to be released within 1 year of grant award. • Request for Proposals for Herbicide Application vendor to implement the treatment prescription to be released within 1 year of grant award. • Graphic Designer to be contracted with within 60 days of grant award. • Website Designer to be contracted with within 60 days of grant award. TASK 2: Wildfire Mitigation Education • Send press release to the local media and promote on Nevada County OES's website and social channels like NextDoor, Facebook, Twitter, and Instagram within 7 days of fund acceptance and grant agreement execution by Board of Supervisors. • Develop project materials within 60 days of grant award, complete with required statements, boilerplate language, and logos and update across life of the project. • Develop project webpage within 6 months of grant award, complete with required statements, boilerplate language, and logos and update across life of the project. • Send direct mail correspondence to property owners in the project footprint within 6 months of grant award. • Project updates quarterly at Virtual Office Hours and Quarterly Wildfire Stakeholder Meetings. • Wildfire resilience education at outreach events and to Firewise Communities by request. • Public Meeting to introduce residents to the project within 6 months of grant award. • Public Meeting to check in with residents about their project experience within 18 months of grant award. • Conduct earned media radio interviews regarding the project and its benefits across the life of the project. TASK 3: Environmental Compliance • Consultant to complete California Vegetation Treatment Program's (CalVTP) Project-specific Analysis within 5 months of grant award. • CEQA to be complete within 12 months of grant award. TASK 4: Hazardous Fuels Reduction • Registered Professional Forester identified and contracted with within 15 months of grant award. • Fuels Treatment vendor to implement the treatment prescription identified and contracted with within 15 months of grant award. • Herbicide Application vendor identified and contracted with within 15 months of grant award. • Road Signs to be purchased within one year of grant award. • Pre-Project Photos to be taken within one year of grant award. • Post-Project Photos to be taken 60 days prior to the project completion date. • GIS files to be updated 30 days prior to the project completion date.
- **4.** Using bullets, list the measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.: TASK 1: Project Administration Quarterly Reports Submitted: Life of Project Invoices and Back-Up Documentation Submitted: Life of Project Final Reports Submitted: 1 Final Invoice Submitted: 1 •

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Request for Proposals Released: 4 TASK 2: Wildfire Mitigation Education • Number of Public Meetings Held: 2 • Number of Project Updates at Virtual Office Hours: 12 • Number of Project Updates at Quarterly Wildfire Stakeholder Meetings: 12 • Project Website: Life of Project • Number of Right of Entry and Landowner Maintenance Agreements: Minimum 600 • Press Releases, Media Interviews, Social Media Posts: Life of Project TASK 3: Environmental Compliance • CEQA Compliance: within 12 months of grant execution TASK 4: Hazardous Fuels Reduction • Treatment Design by Registered Professional Forester • Number of Acres Treated: Minimum 726 acres treated. • Number of Parcels Treated: Minimum 600 parcels treated. • GIS files to document spatial extent of project. • Pre-and-Post Project Photos.

- **5.** If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met? : County of Nevada intends to utilize the CalVTP Program Environmental Impact Report process to meet the requirements of CEQA.
- 6. List any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the wildfire prevention proposed activity?: There are not any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the wildfire prevention proposed activity to the knowledge of the County of Nevada.

### Section V:

Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project applicant or manager having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support. : The County of Nevada has extensive experience in applying for and successfully managing grants, including private, state, and federal grants, maintaining a stellar track record of successful outcomes, completion, and compliance. The Nevada County Office of Emergency Services (OES) specifically secures and manages major state and federal grants and prides itself on the timely completion of grant funded projects while reaching desirable milestones. Nevada County OES regularly applies for, receives, and manages the Emergency Management Performance Grant and the Homeland Security Grant. Other recent large grants OES has secured include: Ponderosa West Funder: CAL FIRE Grant Agreement #: 5GG18114 Amount: \$2,536,477 + \$1,000,000 in a separate contract Description: 1,200-acre shaded fuel break (fuels management defense zone) adjacent to Grass Valley on both private and Nevada County maintained lands. Timeline: Closed March 15, 2022 South County Shaded Fuel Break Funder: CAL FIRE Grant Agreement #:5GG20116 Amount: \$952,610 Description: 339-acre, 150-foot-wide roadway shaded fuel break. Runs east-west on Lodestar Road to Buck Mountain Road between state Highway 49 and Dog Bar Road. Project identifies FSC as the project partner. Timeline: January 11, 2022-March 15, 2025 County Coordinator Funder: California Firesafe Council Grant Agreement #: 21CALFIRE 370779 Amount: \$175,000 Description: To educate, encourage, and develop county-wide collaboration and coordination among wildfire mitigation groups, connecting these groups with county-level emergency management officials, collaborating on wildfire mitigation projects of county-wide importance. Timeline: November 15, 2021-May 31, 2022 Access and Functional Needs - 4353 Funder: FEMA HMGP Grant Agreement #: DR-4353-0230033R Amount: \$516,273.75 (federal); \$172,091.25 (non-federal share); \$34,418.25 (Mgmt Cost) = \$722,783.25 (total) Description: Defensible space treatment completed on 78 properties; 400 plus homes qualified for treatment in Phase II Timeline: July 13, 2021-April 2, 2023 Access and Functional Needs - 4344 Funder: FEMA HMGP Grant Agreement #: DR-4353-0230033R Amount: \$498,167.29 (federal); \$166,055,76 (non-federal share) = \$664,223.05 (total) Description: Defensible space treatment completed on 45

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properties; 365 homes qualified for treatment in Phase II. Timeline: May 14, 2021-April 2, 2023 Ponderosa West Grass Valley Defense Zone Extension Funder: USDA Forest Service, Pacific Southwest Region, Fire and Aviation Management Grant Agreement #: 22-DG-11052012-133 Amount: \$750,000 Description: To complete treatment on 600 acres of private land. Local match of \$750,000. Timeline: FY22 (July 1, 2022-June, 30, 2024) Woodpecker Ravine Shaded Fuel Break Funder: CAL FIRE Grant Agreement #: 5GG1227 Amount: \$2,178,004 Description: To complete 410 acres of shaded fuel break treatment in an area flanked by critical evacuation corridors (Highway 49, Highway 174). Timeline: August 2022-March 15, 2026 Nevada County Evacuation Route Planning Funder: California Firesafe Council (via Cal Fire) Grant Agreement #: 5GG21105 Amount: \$135,422 Description: To complete wildfire and traffic modeling to develop an Evacuation Route Improvement Plan. Will pair evacuation planning with community education to make egress routes safer and evacuations smoother. Timeline: July 2022-March 15, 2024 OES reviews and ensures collaboration with agency plans such as the California Strategic Fire Plan, the local CAL FIRE Nevada-Yuba-Placer Strategic Plan, and other national, state, local level emergency plans. Additionally, the Office of Emergency Services has a strong partnership with Fire Safe Council of Nevada County and the Coalition of Firewise Communities. All grant applications countywide are approved by the CEO's office, and fiscal alignment monitored and supported by the Auditor/Controller.

2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds. : The Office of Emergency Services, under the Information and General Services Agency of Nevada County will track project expenses and maintain project records in a manner that allows for a full audit trail of any awarded grant funds.

### Section VI:

Budget

A detailed project budget should be provided in the online budget included in this solicitation. The space provided here is to allow for a narrative description to further explain the proposed budget.

- 1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant. : If awarded, grant funds will be spent on County of Nevada Staff Time to administer the grant, manage the project, and lead Wildfire Mitigation Education activities. Contracts with a number of professionals who will implement the project will also be executed. OES foresees contracting with a firm or team of individuals to compile the CalVTP to meet CEQA requirements, a Registered Professional Forester, a Fuels Treatment Vendor, a Herbicide Application Vendor, and Graphic Design and Website Design consultants. No equipment grant funds are requested, although supply funds for road signs are requested. In sum, grant funds will support the implementation of 726 acres of hazardous fuels reduction and robust community education about the importance of wildfire resilience.
- 2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.: The costs for the proposed activities are based on similar projects completed in the area. County of Nevada Salaries and Wages and Employee Benefits are based on actual costs and quantity of hours is based on similar projects and activities completed and/or underway. Contractual line items are based on similar projects completed. Per acre treatment costs account for resource saturation and foreseeable variance in treatment type based on the nature of the thickly wooded, steep area to be treated. Road signs are included as necessary Supplies for this project based on the elevated need for public safety for the duration of project work, much of which will take place along narrow and winding roads. Graphic Design and Website Design are both included under Other Costs to ensure that the visibility of this important work is elevated. Costs associated with these items are based on similar work that County of Nevada is currently engaged in.

- 3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project? : The total project cost is appropriate for the size, scope, and anticipated benefit of the project. Development of the budget relied on outcomes of projects recently completed and/or underway to accurately assess true and reasonable cost. Additionally, when compiling the Building Resilient Infrastructure and Communities (BRIC) grant, which is focused on fuels treatment, home-hardening, and defensible space implementation in the Woodpecker Ravine, the benefit cost analysis ratio generated from the FEMA-provided calculator indicated a benefit-cost ratio of 7.98. Benefit-Cost Analysis (BCA) is a method that determines the future risk reduction benefits of a hazard mitigation project and compares those benefits to its costs. The result is a Benefit-Cost Ratio (BCR). A project is considered cost-effective when the BCR is 1.0 or greater. Therefore, this project is considered highly cost-effective.
- 4. Using bullets please list each object category amount that you are requesting and the detail of how that would support meeting the grant objectives.: • Salaries and Wages: \$91,150 Senior Administrative Analyst: 700 hours @ \$46.45/hour Administrative Analyst 2: 1500 hours @ \$39.09/hour County of Nevada staff (Senior Administrative Analyst and Administrative Analyst 2) will oversee the implementation of fuels treatment on 726 acres. This job will entail communicating this project to the public and media, coordinating Virtual Office Hours and Quarterly Wildfire Stakeholder Meeting updates on the project, developing a website, participating in public engagement meetings, providing landowner agreements online, coordinating landowner participation, securing landowner agreements, going out to bid for and hiring vendors, managing fuels treatment contractors, scheduling treatments, managing invoicing and requests for reimbursement, completing grant reporting, maintaining photodocumentation of before and after treatment, quality validation, and coordinating a second round of follow up fuels treatment if time and funds permit. • Employee Benefits: \$58,272 Senior Administrative Analyst: 700 hours @ \$46.45/hour Administrative Analyst 2: 1500 hours @ \$39.09/hour Employee benefits associated with actual hours worked to accomplish project tasks detailed under the Salaries and Wages section. • Contractual: CalVTP: \$110,000 The County of Nevada Senior Administrative Analyst will go out to bid for a firm will be contracted to complete the California Vegetation Treatment Program's (CalVTP) Project-specific Analysis. County of Nevada aims to expedite the traditional CEQA process and timeline by utilizing the Board of Forestry and Fire Protection's CalVTP which includes the use of mechanical treatments, manual treatments, and herbicides as tools to reduce hazardous vegetation around communities in the Wildland-Urban Interface (WUI), to construct fuel breaks, and to restore healthy ecological fire regimes. Registered Professional Forester: \$290,400 The County of Nevada Senior Administrative Analyst will go out to bid and hire a Registered Professional Forester to assist with the treatment prescription for the full 726 acres. It is estimated that this service will cost approximately \$400 per acre. Fuel Treatment: \$2,686,200 The County of Nevada Senior Administrative Analyst will go out to bid and hire a qualified vendor to complete fuels reduction activities. County of Nevada estimates a \$3,700 per acre cost for fuels treatment along critical evacuation routes and strategic ridges. It is anticipated that 726 acres will be treated utilizing a combination of methods ranging from hand crews, chipping, mastication, and chemical treatment. This per acre costs considers the steep topography of the ravine, resource saturation, and inflation. Herbicide Application: \$211,400 County of Nevada will work with a Registered Professional Forester to deem whether the use of chemical treatment is appropriate and applicable for follow up targeted application. The County of Nevada Senior Administrative Analyst will go out to bid and hire a professional with a Qualified Applicator's License to safely administer this treatment. It is estimated that follow up treatment will cost \$350 per acre. • Travel & Per Diem: N/A • Supplies: Road Signs: \$37,500 The County of Nevada will purchase road signs in sufficient number to allow multiple crews to work safely on this project in up to five locations at a time. Woodpecker Ravine has many narrow and winding roads in steep, densely vegetated settings and road signs will ensure public safety for the duration of the project. • Equipment: N/A • Other Costs: Graphic Design: \$5,000 Graphic design services will be contracted to develop project assets that communicate the goals, objectives, and progress of the project. Program collateral could include postcards, social media graphics, signage, flyers, letterhead, etc. These services are anticipated to be frontloaded at the beginning of the grant to communicate the project and help with landowner recruitment. It is estimated that a graphic designer will work approximately 60-80 hours at a rate of \$60-\$75 per hour. Website Design: \$5,200 Website design services will be contracted to develop a project website to communicate the goals,

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objectives, and progress of the project. County of Nevada aims to create an interactive ArcGIS StoryMap to engage the public around this project and provide up-to-date information, including visuals. It is estimated that a website designer will work approximately 60-80 hours at a rate of \$60-\$75 per hour. • Indirect Costs: \$419,415 Indirect costs are calculated at 12% of total direct costs (excluding equipment).

5. Does your project include the purchase of capital equipment (more than \$5,000 per item)? : No

#### Section VII:

California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions?: Wildfire mitigation projects represent an opportunity to foster climate resilience that is beneficial statewide. Forests are California's largest carbon sink (California Air Resources Board (CARB), 2018) and more than 70% of carbon-storing forested land in California is in the Sierra Nevada (SNC, 2018). If our forests burn, they are our state's single greatest carbon emission liability. However, through wildfire mitigation projects like the Woodpecker Ravine Shaded Fuel Break Phase 2 Project we can restore healthy forests that are less likely to burn and store more carbon. Nationwide forests offset nearly 16% of the country's carbon dioxide emissions. Historically, Sierra Nevada forests have played a major role in removing carbon dioxide from the atmosphere and storing it as carbon in the soil, branches, and trunks of trees. As forest conditions decline, these ecosystems are undergoing a shift from being California's largest carbon sink to a carbon source. In 1990, forested areas were removing an estimated 13 million metric tons of carbon dioxide a year; between 2001 and 2011 California's forests emitted more carbon than they sequestered (Gonzales et al., 2015; SNC, 2019). When wildfires occur, the climate impacts are even more immediate and dire. In 2015, emissions from California wildfires on federal land alone were 22.8 million metric tons of CO2 equivalent, vastly overshadowing the State's decline in economic related emissions (1.49 million metric tons of CO2 equivalent) (USFS and CARB estimates). In 2013, the smoke plume of the 257,000-acre Rim Fire released what 2.57 million cars emit in a year (Garcia et al., 2017). Nearly a decade later, the 2021 Dixie Fire ravaged almost 1 million acres, underscoring the need to plan for landscape-scale impact. By reducing the fuels along egress routes and in the Project Treatment Zone, the Woodpecker Ravine Shaded Fuel Break Phase 2 Project will improve the safety of the residents, increase the effectiveness and safety of firefighters, and reduce fire suppression costs while at the same time reducing the fuel load for these fires and the eventual greenhouse gas emissions that result from such wildfires. Greenhouse gas emissions will be reduced by: • Reducing emissions from wildfire. • Stabilizing long-term storage of carbon in biomass. • Reducing fire hazards in and near communities and infrastructure that provides a direct benefit to State Responsibility Area. • Improving health and resilience of treated areas for increased carbon sequestration.

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#### **Budget Report**

Passthrough Agency: California Department of Forestry and Fire Protection (CAL FIRE)
Program: FY 2022-2023 Wildfire Prevention Grants
Stage: Pre-Award

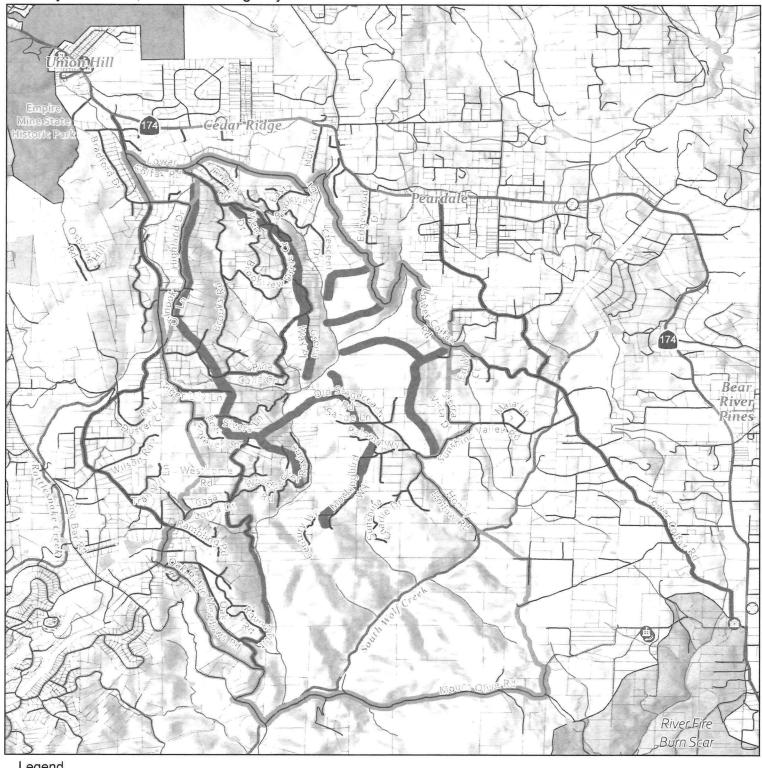
Report Date: 08/02/2023
Requested By: Alex Keeble-Toll
alex.keeble-toll@nevadacountyca.gov

Grant Total			6474	\$127,289.94	\$3,495,122.00	\$3,495,122.00	\$419,414.64		\$0.00	
Other Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Туре
Other									F OR	
ndirect Cost Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
	only	FIRE staff only				\$0.00	\$0.00		\$0.00	
Indirect Cost	To be used by CAL FIRE staff	To be used by CAI	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Co
Other Costs Total			2	\$10,200,00	\$10,200.00	\$10,200.00	¥1,22-4.00		13,00	
	Website Design	Contract	1 2	\$5,200.00 \$10,200.00	\$5,200.00 \$10,200.00	\$5,200.00 \$10,200.00	\$624.00 \$1,224.00		\$0.00 \$0.00	Direct Co
Julier Costs	Graphic Design	Contract	1	\$5,000.00	\$5,000.00	\$5,000.00	\$600.00		\$0.00	Direct Co
Other Costs										
Equipment Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Equipment			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Co
Supplies Total			15	\$2,500.00	\$37,500.00	\$37,500.00	\$4,500.00		\$0.00	
	Road Signs	Each	15	\$2,500.00	\$37,500.00	\$37,500.00	\$4,500.00 \$4,500.00		\$0.00	Direct Co
Supplies										
Travel & Per Diem To	tal		0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Travel & Per Diem			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Co
Contractual Total			2057	\$114,450.00	\$3,298,000.00	\$3,290,000.00	\$393,100.00		30.00	
	Herbicide Application	Acres	604	\$350.00	\$211,400.00	\$211,400.00	\$25,368.00 \$395,760.00		\$0.00 \$0.00	Direct Co
	Fuel Treatment	Acres	726	\$3,700.00	\$2,686,200.00	\$2,686,200.00	\$322,344.00		\$0.00	Direct Co
	Registered Professional Forester	Acres	726	\$400.00	\$290,400.00	\$290,400.00	\$34,848,00		\$0.00	Direct Co
Contractual	CalVTP/CEQA	Contract	1:	\$110,000.00	\$110,000.00	\$110,000.00	\$13,200.00		\$0.00	Direct Co
Employee Benefits To		Tiodis	2200	\$54.40	\$58,272.00	\$58,272.00	\$6,992.64	- Wangara Managara	\$0.00	
	Senior Administrative Analyst Administrative Analyst 2	Hours Hours	700 1500	\$29.16 \$25.24	\$20,412.00 \$37,860.00	\$20,412.00 \$37,860.00	\$2,449.44 \$4,543.20		\$0.00 \$0.00	Direct Co
Employee Benefits										
Salaries & Wages Tot	al		2200	\$85.54	\$91,150.00	\$91,150.00	\$10,938.00		\$0.00	
	Administrative Analyst 2	Hours	1500	\$39.09	\$58,635.00	\$58,635.00	\$7,036.20		\$0.00	Direct Co
Salaries & Wages	Senior Administrative Analyst	Haure	700	\$46.45	\$32,515,00	\$32,515.00	\$3,901.80		\$0.00	Direct Co
Category	Title	Description	Units	Unit Cost	Extended Gost	Direct Cost	Indirect Cost	GL Account	Cost Share	Туре

Budget Report, Created by Alex Keeble-Toll, alex.keeble-toll@nevadacountyca.gov, 08/02/2023 Source: eCivis<sup>TM</sup> Portal http://www.ecivis.com/



### County of Nevada, Office of Emergency Services





Phase 1 Shaded Fuel Break (410 ac.)

Phase 2 Shaded Fuel Break (726 ac.)

Parcels

City Boundaries

Parks

- Roads
- Lakes & Ponds
- Streams, Creeks & Rivers
- 0 Airport
- 0 Fire Station
- Government Building
- 0 Hospital/Healthcare
- PG&E
- School
- Shelter

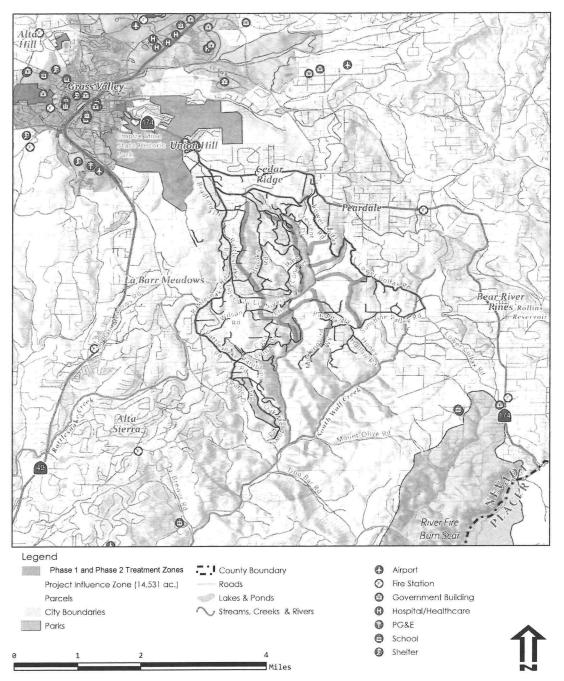










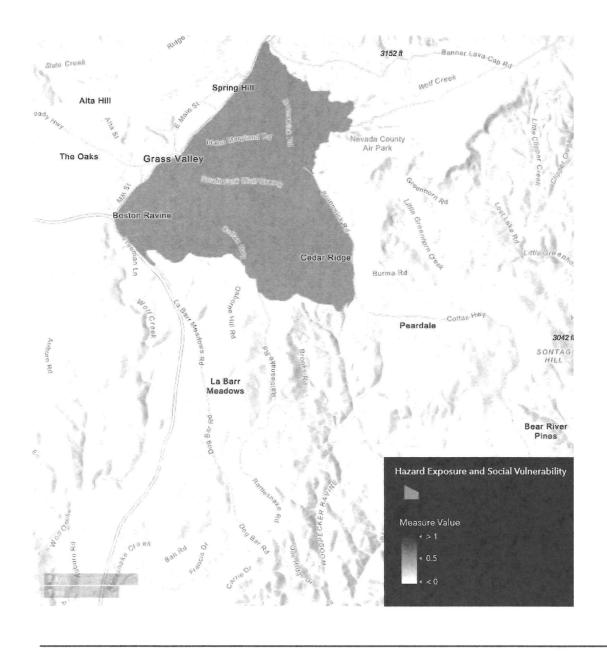




22-WP-NEU-48199437: Woodpecker Ravine Shaded Fuel Break Phase 2

## **Hazard Exposure and Social Vulnerability**

Hazard Exposure and Social Vulnerability Heat Map

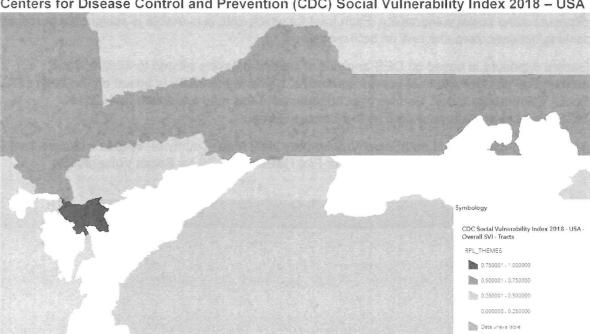


In this map, census tracts in California are ranked according to their estimated hazard exposures and social vulnerability. Each tract for which data is available is assigned a percentile ranking between zero and one on both measures.

Hazard exposure is based on OES analysis of several datasets related to wildfire, flood, earthquake, drought and heat wave frequencies. Social vulnerability is based on the 2018 CDC Social Vulnerability Index. Census tract boundaries in this map are drawn from 2018 TIGER/Line shapefiles published by the Census Bureau.

According to the Hazards and Social Vulnerability Heat Map, County of Nevada's census tract 6 is considered to be in the .92 percentile for Fire Hazard and .76 for Social Vulnerability.

lazards and Social Vulnerabilities						
Location	Census Tract 6, Nevada County, California					
Fire Hazard Percentile	0.92					
Earthquake Hazard Percentile	0.01					
Flood Hazard Percentile	0.46					
Drought Hazard Percentile	0.28					
Heat Hazard Percentile	0.66					
Overall Hazard Exposure Percentile	0.49					
Social Vulnerability Percentile	0.76					

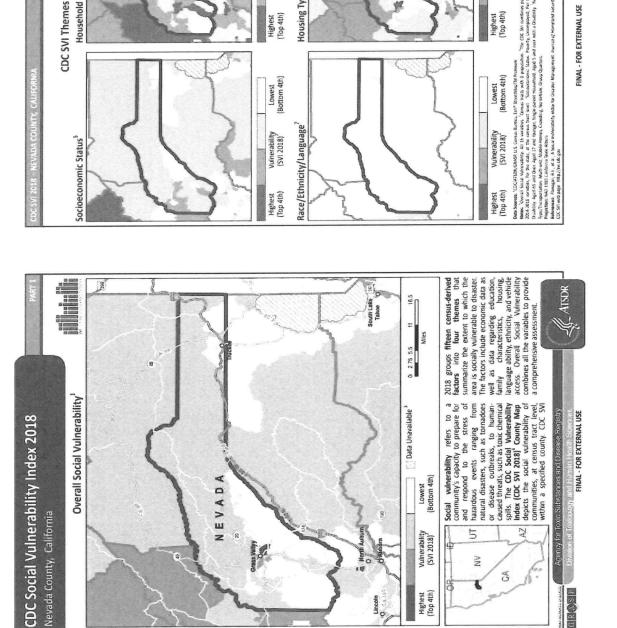


Centers for Disease Control and Prevention (CDC) Social Vulnerability Index 2018 – USA

Social vulnerability refers to a community's capacity to prepare for and respond to the stress of hazardous events ranging from natural disasters, such as tornadoes or disease outbreaks, to human caused threats, such as toxic chemical spills. The CDC Social Vulnerability Index (CDC SVI 2018) County Map depicts the social vulnerability of communities, at census tract level, within a specified county. CDC SVI 2018 groups fifteen census-derived factors into four themes that summarize the extent to which the area is socially vulnerable to disaster. The factors include economic data as well as data regarding education, family characteristics, housing, language ability, ethnicity, and vehicle access. Overall Social Vulnerability combines all the variables to provide a comprehensive assessment.

In Nevada County, census tracts 1.02, 1.04, 5.01, 5.02, and 6 register as moderate to high vulnerability in at least one of the Centers for Disease Control's Social Vulnerability Index (SVI) social themes. Themes include Socioeconomic, Household Composition/Disability, Minority/Language, and Housing/Transportation. The SVI range is from 0 to 1, with 0 being the lowest vulnerability and 1 being the highest vulnerability. Census tract 5.01 has an Overall SVI percentile of .79, census tract 5.02 has an Overall SVI percentile of .75, and census tract 6 has an Overall SVI percentile of .88. Please see below for details on the moderate to high vulnerability of census tracts which will benefit from the proposed project.

Household Composition/Disability<sup>®</sup>



Lowest

Vulnerability (SVI 2018)<sup>2</sup>

Highest (Top 4th)

Housing Type/Transportation

Lowest (Bottom 4th)

Vulnerability (SVI 2018)

Highest (Top 4th)

unt, 2011 \$11