



# RESOLUTION No. 24-473

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

**RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE COUNTY OF NEVADA AND DUDEK FOR THE COMMUNITY WILDFIRE PROTECTION PLAN UPDATE, EXTENDING THE CONTRACT TIMELINE THROUGH FEBRUARY 28, 2025, ADDING EXHIBIT D: FEDERAL CONTRACTING REQUIREMENTS TO THE CONTRACT, AND INCREASING THE CONTRACT NOT TO EXCEED AMOUNT BY \$1,292.50 FROM A CONTRACT MAXIMUM OF \$156,031.00 TO \$157,323.50 AND AUTHORIZING THE DIRECTOR OF EMERGENCY SERVICES TO EXECUTE THE CONTRACT AMENDMENT**

WHEREAS, the Office of Emergency Services is responsible for preparing and mitigating wildfire hazards in the County; and

WHEREAS, the County of Nevada has a severe and present danger of wildfire presenting a threat to public health and safety; and

WHEREAS, the Community Wildfire Protection Plan (CWPP) is a key planning tool to help prioritize wildfire mitigation action; and

WHEREAS, Community Wildfire Protection Plans should be updated periodically to reflect work that has been completed, and guide strategy for future work; and

WHEREAS, on May 23, 2023, the Board approved the contract between the County of Nevada and Dudek for the Community Wildfire Protection Plan Update for the term of May 23, 2023, through December 31, 2024, for the maximum amount of \$156,031.00 through Resolution 23-232; and

WHEREAS, at the time of contract execution grant funding for the CWPP Update had not yet been approved and General Fund dollars were identified to support this effort; and

WHEREAS, the Office of Emergency Services was subsequently awarded a USDA, United States Forest Service Pacific Southwest Region, Fire and Aviation Management grant to fund this work (Res. 24-042); and

WHEREAS, the parties desire to amend the contract to:

1. Extend the contract timeline from December 31, 2024 to February 28, 2025.
2. Add Exhibit D: Federal Contracting Requirements, per the funder.
3. Increase the budget by \$1,292.50 under "3.2 Agency Outreach" increasing the contract Not to Exceed amount from \$156,031.00 to \$157,323.50.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the County hereby approves Amendment No. 1 to the Professional Services Contract between the County of Nevada and Dudek for the Community Wildfire Protection Plan Update extending the contract timeline through February 28, 2025, adding Exhibit D: Federal Contracting Requirements to the contract, and increasing the contract Not to Exceed amount by \$1,292.50 from a contract maximum of \$156,031.00 to \$157,323.50 and authorizes the Director of Emergency Services to execute the contract amendment.

Funding:  
0101-20702-414-3000/521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 20th day of August 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By: 

  
Hardy Bullock, Chair

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT**  
With DUDEK

**THIS AMENDMENT** is executed this 20th day of August, 2024 by and between DUDEK and COUNTY OF NEVADA. Said Amendment will amend the prior contract between the parties related to the Community Wildfire Protection Plan (CWPP) Update, Scope of Work executed on May 23, 2023 by Resolution No. 23-232.

**WHEREAS**, the parties desire to amend the contract to extend the contract timeline from December 31<sup>st</sup> 2024 to February 28<sup>th</sup> 2025; and

**WHEREAS**, the current scope of work has a contract end date of 31 December 2024 (Page 18 Summary of Material Items) this will be amended to read February 28<sup>th</sup> 2025.

**WHEREAS**, the parties desire to amend the contract to include Exhibit D: Federal Contracting Requirements per the requirements of the funding source.

**WHEREAS**, the parties desire to amend the contract to increase the budget by \$1,292.50 under "3.2 Agency Outreach" for participation in a Technical Advisory Committee (TAC) meeting in December 2024.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. This Amendment shall be effective as of August 20, 2024.
2. That the contract term will be changed to read "May 23<sup>rd</sup> 2023 to February 28<sup>th</sup> 2025."
3. That Exhibit D: Federal Contracting Requirements be added to the contract.
4. That the contract Not to Exceed (NTE) be increased by \$1,292.50 from a contract maximum of \$156,031.00 to a contract maximum of \$157,323.50.
5. That in all other respects the prior contract of the parties shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM:  
COUNTY COUNSEL

COUNTY OF NEVADA

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

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

Craig Griesbach  
Director, Emergency Services

CONTRACTOR:

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

Joe Monaco  
President and CEO, Dudek

## EXHIBIT D

### FEDERAL CONTRACTING REQUIREMENTS

#### 1. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

##### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the County of Nevada and understands and agrees that the County of Nevada will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the County of Nevada and understands and agrees that the County of Nevada will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,00 financed in whole or in part with Federal assistance provided by FEMA.

#### 2. SUSPENSION AND DEBARMENT

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the County of Nevada. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County of Nevada, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further

agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 — CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official