

Administering Agency: Nevada County Office of Emergency Services

Contract No. _____

Contract Description: Sierra Nevada Conservancy - South Yuba Rim Hazardous Fuels Reduction Project

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of May 28, 2024 by and between the County of Nevada, ("County"), and Yuba Watershed Institute ("Contractor"), who agree as follows:

1. **Services** 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 is 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 one hundred and seventy-nine thousand two hundred and one dollars (\$179,201.00).**
3. **Term** This Contract shall commence on 5/28/2024. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 2/28/2027.
4. **Facilities, Equipment and Other Materials** 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. **Electronic Signatures** 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. **Time for Performance** 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 apply shall not apply to this contract. Liquidated Damages applicable to this contract 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 the 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 the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the 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. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute 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 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. **Licenses, Permits, Etc.** 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.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "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. **Standard of Performance** 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.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the 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 the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **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 <http://www.dir.ca.gov/OPRL/PWD>.
- 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. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- The 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.

15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall 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.
16. **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 in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** 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.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
19. **Financial, Statistical and Contract-Related Records:**
 - 19.1. **Books and Records** 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.

- 19.2. **Inspection** 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 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.
- 19.3. **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 Maximum Contract Price.

20. **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 the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) 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, photostating, 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 the 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.
21. **Intellectual Property** 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, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** 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.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the 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 Personnel Code.

24. **Entirety of Contract** 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.
25. **Alteration** 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 20, Termination.
26. **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.
27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
28. **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 of any serious and credible 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.

29. **Notification** 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:

Nevada County
Office of Emergency Services
Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: IGS Admin
Email:
IGSAdmin@nevadacountyca.gov
Phone: (530) 265-1705

CONTRACTOR:

Yuba Watershed Institute
Address: 305 Railroad Ave, Suite 2
City, St, Zip Nevada City, CA 95959
Attn: Chris Friedel
Email:
chris@yubawatershedinstitute.org
Phone: 530-955-1822

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.

Executed as of the day first above stated:

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

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

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Craig Griesbach, Director of Emergency Services

Approved as to Form – County Counsel:

By: _____ Date: _____

CONTRACTOR: Yuba Watershed Institute

By: _____ Date: _____

Name: Chris Friedel

* Title: Executive Director

****If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).***

Exhibits

- Exhibit A: Scope of Work, Site Map
- Exhibit B: Schedule of Charges and Payments
- Exhibit C: Project Budget
- Exhibit D: Contractor Not to Exceed Rates
- Exhibit E: Insurance Requirements

Appendices

- Appendix A: Disbursement Request Template
- Appendix B: SNC Managing Your Grant Handbook
- Appendix C: SNC Invoice Checklist

EXHIBIT A - SCOPE OF WORK

Project Summary

The Sierra Nevada Conservancy South Yuba Rim Hazardous Fuels Reduction Project is a fuels mitigation planning project focused on 1,800 acres of Bureau of Land Management (BLM) land that is nested in and around the privately-owned land included in the 6,000-acre landscape-scale planning area that is being addressed with Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program(HMGP) funds (DR-4482-693-19, Phase 1).

The purpose of the Sierra Nevada Conservancy (SNC)-funded segment is to enhance the FEMA project by addressing planning and environmental requirements not covered by FEMA and California Governor's Office of Emergency Services (Cal OES) funding. The FEMA/HMGP and matching Cal OES award do not permit work to be conducted on federal land. SNC-funded planning for treatment of federal land along the South Yuba Rim greatly enhances the overall project goal of creating a contiguous zone of protection against catastrophic wildfire.

The objectives of the SNC-funded portion of the overall South Yuba Rim Hazardous Fuels Reduction Project are to complete planning and environmental compliance for federal (BLM) lands and conduct raptor surveys and consultations with U.S. Fish and Wildlife Service (FWS) to protect California spotted owls. These steps are crucial as FEMA and Cal OES funds are restricted from use on federal lands and do not cover these specific conservation activities. The expected outcome is the completion of treatment designs and environmental review for 1,800 acres of federal (BLM) lands and completed raptor surveys and FWS consultation, making the project ready for implementation.

To achieve these goals, the project will emulate a proven collaborative approach with the BLM as detailed in the 2022 Memorandum of Understanding between BLM and the Yuba Watershed Institute (YWI). This involves close coordination with BLM to outline treatment areas, determine methods, and assist with the National Environmental Policy Act (NEPA) review process through comprehensive resource surveys. Similarly, for raptor surveys and FWS consultations, the project will employ established protocols and consultation processes successfully used in recent projects in nearby areas.

The SNC-funded project as detailed in this Scope of Work (SOW) consists of five tasks to be executed by the YWI: (1) Project Management; (2) Botanical Surveys and Report; (3) Cultural Resources Surveys and Report; (4) Raptor Surveys and Report; and (5) California Spotted Owl Biological Assessment.

Prior to execution of the SOW this contract will be reviewed by staff of County of Nevada as applicable and reviewed by staff of the YWI (Contractor).

Task 1: Project Management

Under Task 1, YWI staff will coordinate all planning with BLM staff, including treatment unit delineation, prescription design, and cultural and biological resource survey design. The YWI staff will assist BLM, as needed, with preparation of all materials necessary for NEPA review, including project description and maps. The YWI staff will hire and manage resource specialist contractors for completion of surveys and reports for Tasks 2-5. The YWI staff will conduct outreach to secure access from private landowners for raptor surveys conducted under Task 4 and will assist with coordination and scheduling of contractor visits for surveys. The YWI staff will assist BLM with FWS consultation regarding California spotted owls.

The YWI will be required to report out to County of Nevada monthly (project team meetings and written report-outs) to keep Office of Emergency Services (OES) staff apprised of project status and will provide quarterly invoices, six-month progress reports, and updated geospatial files as required by the funder (SNC).

Timeline: May 28, 2024 – February 28, 2027

Deliverables:

- 1.1 Signed landowner access agreements (right-of-entry).
- 1.2 Draft maps and project description for BLM NEPA analysis.
- 1.3 FWS letter of concurrence.
- 1.4 Written Report-Outs to OES delineating work completed the prior month and planned for next month (monthly).
- 1.5 Schedule, conduct, and facilitate monthly Project Check-In Meetings with the YWI and OES staff and/or assigned project manager.
- 1.6 Request for Qualifications for any external vendors used, as applicable.
- 1.7 SOW and fully executed contracts for any external vendors used.
- 1.8 Quarterly Invoices and financial back-up documentation for expenditures as detailed in Exhibit B, provided to OES within seven (7) days of the end of the quarter.
- 1.9 Six-Month Progress Reports, provided to OES within fifteen (15) days of June 30 and December 31 annually.
- 1.10 Updated geospatial files submitted at end of contract term (February 28, 2027).

Task 2: Botanical Surveys and Report (BLM Land)

Under Task 2, YWI staff, with the assistance of a contracted biologist, will complete surveys for threatened, endangered, and/or special status plant species occurrences within the federal portions of the project. The YWI staff will complete a botanical survey report, which will be provided to BLM for use during NEPA review.

Timeline: May 2025 – October 2025

Deliverables:

2.1 Botanical Survey Report (for federal (BLM) land).

Task 3: Cultural Resource Surveys and Report (BLM Land)

Under Task 3, the YWI will hire a contracted archaeologist to conduct cultural resource surveys within the federal (BLM) portions of the project. The archaeologist will complete a cultural resources inventory survey report, which will be provided to BLM for use during NEPA review.

Timeline: July 2024 – July 2025

Deliverables:

3.1 Cultural Resources Inventory Survey Report (for federal (BLM) land).

Task 4: Raptor Surveys and Report (Entire Project Area – BLM and Private Land)

Under Task 4 the YWI will hire a contracted wildlife biologist to conduct surveys for special-status raptor species within the project area. The wildlife biologist will survey for northern goshawks and California spotted owls throughout the 1,800 acres of BLM lands and the 800 acres of private lands identified for treatment under the FEMA-HMGP Project (DR-4482-693-19, Phase 1). Two years of survey data will be collected for both species.

Timeline: May 2025 – October 2026

Deliverables:

4.1 Raptor Survey Report(s) (for federal (BLM) and private land).

Task 5: California Spotted Owl Biological Assessment (BLM Land)

The YWI will hire an environmental consulting firm to prepare a California spotted owl biological assessment (BA) on behalf of BLM, to be used during consultation with FWS. This BA will be for the federal portions of the project only.

Timeline: September 2026 – February 2027

Deliverables:

5.1 California Spotted Owl Biological Assessment (for federal (BLM) land).

Summary of Project Deliverables

Task 1: Project Management

- 1.1 Signed landowner access agreements (right-of-entry).
- 1.2 Draft maps and project description for BLM NEPA analysis.
- 1.3 FWS letter of concurrence.
- 1.4 Written Report-Outs to OES delineating work completed the prior month and planned for next month (monthly).
- 1.5 Schedule, conduct, and facilitate monthly Project Check-In Meetings with the YWI and OES staff and/or assigned project manager.
- 1.6 Request for Qualifications for any external vendors used, as applicable.
- 1.7 SOW and fully executed contracts for any external vendors used.
- 1.8 Quarterly Invoices and financial back-up documentation for expenditures as detailed in Exhibit B, provided to OES within seven (7) days of the end of the quarter.
- 1.9 Six-Month Progress Reports, provided to OES within fifteen (15) days of June 30 and December 31 annually.
- 1.10 Updated geospatial files submitted at end of contract term.

Task 2: Botanical Surveys and Report (BLM Land)

- 2.1 Botanical Survey Report (for federal (BLM) land).

Task 3: Cultural Resource Surveys and Report (BLM Land)

- 3.1 Cultural Resources Inventory Survey Report (for federal (BLM) land).

Task 4: Raptor Surveys and Report (Entire Project Area – BLM and Private Land)

- 4.1 Raptor Survey Report(s) (for federal (BLM) and private land).

Task 5: California Spotted Owl Biological Assessment (BLM Land)

- 5.2 California Spotted Owl Biological Assessment (for federal (BLM) land).

Additional Considerations

The Parties understand and agree that Yuba Watershed Institute (Contractor) may subcontract out for technical support as needed to achieve the objectives delineated in the SOW. Nothing contained in this Agreement or otherwise shall create any contractual relationship between County of Nevada and any of Contractor's subcontractors nor relieve Contractor of its responsibilities and

obligations hereunder. The Contractor's obligation to pay its subcontractors, as an independent obligation from the County's obligation to make payments to Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall cause and require each subcontractor to comply with all insurance provisions applicable to Contractor under this Agreement. Additionally, Contractor shall require any and all subcontractors hired by Contractor to comply with all terms, conditions, and requirements applicable to Contractor set forth in this Agreement.

Further, the Parties understand and agree that Contractor, and any subcontractors Contractor hires to complete services required of Contractor under this Agreement, shall be responsible for ensuring full compliance with all Cal-OSHA regulations and requirements applicable to the services required herein, including but not limited to heat illness prevention plan, site-specific safety plans, and holding "tailgate" safety meetings.

EXHIBIT A - DETAILED PROJECT SPECIFICATIONS

General Instructions

Prior to beginning this project, the Contractor will meet with County of Nevada OES to discuss project implementation, special protection measures and any potential operational constraints regarding the conduct of this contract that may impact project completion, including but not limited to, planned start date, special protection measures, operational constraints, operating schedule with clear project milestones and associated dates, and order of project completion. All of the above identified operational conditions and criteria shall be documented in a **written *Plan of Operation* which shall be provided to County for review and comment within 15 days of contract execution** and be kept in the Contractor's possession during project implementation.

Site Inspection and Monitoring

The County of Nevada reserves the right to request for site inspection and inspection of deliverables of the project as needed to ensure the Project is meeting requirements, throughout the duration of the project to be completed by the Project Manager(s) and/or their designee. The funder, SNC, reserves the right to request for site inspection. If either the County or funder inspection concludes that the work does not comply with the Scope of Work herein, County, funder, and Contractor will meet to review the identified deficiencies and work in good faith to develop a mutually agreed upon remediation plan, as needed, to

ensure Contractor's compliance with the required services within a period of not less than thirty (30) days, at which time the County and/or funder will re- inspect the identified deficiencies to verify satisfactory compliance. Deficiencies shall be remedied by the Contractor at no additional cost.

EXHIBIT A - SITE MAP

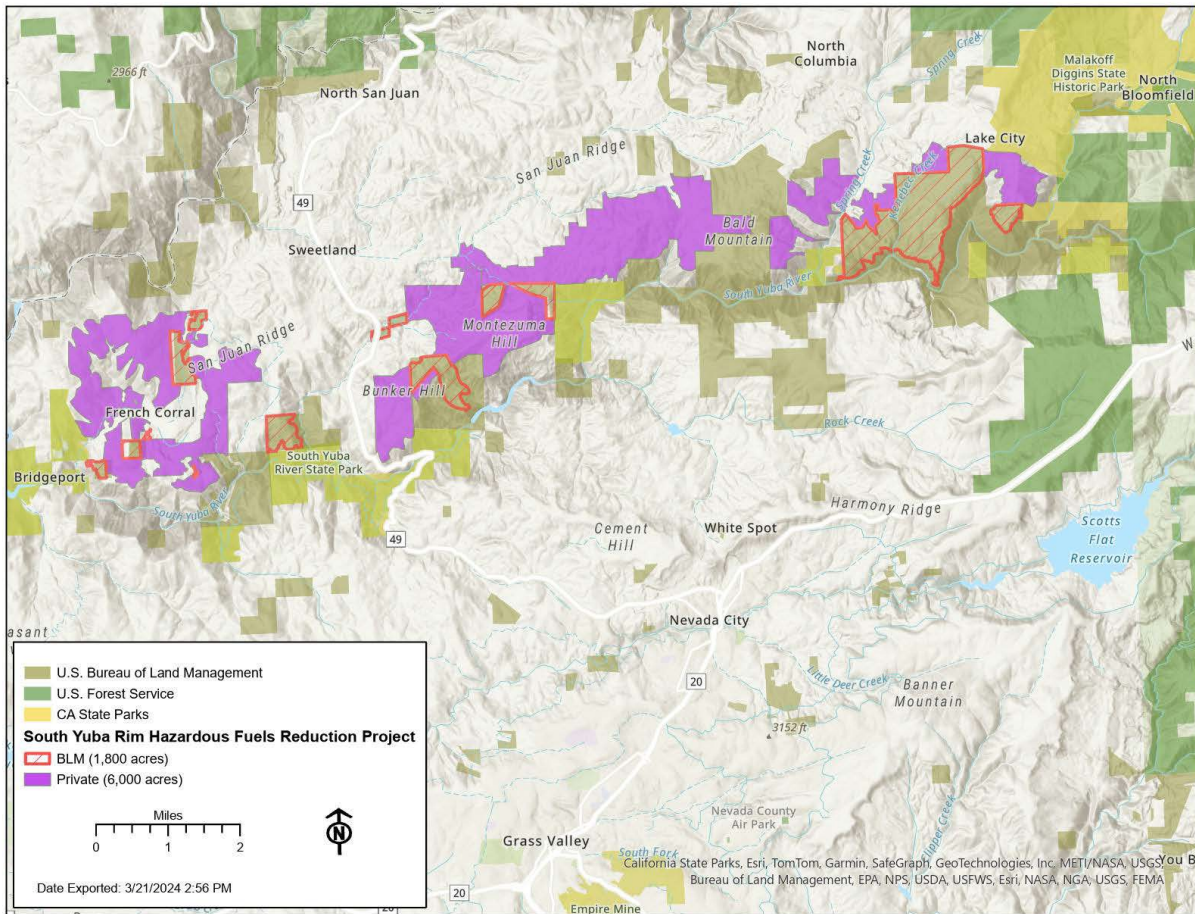


EXHIBIT B - SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement for any expenses not delineated in the approved project budget for Grant Agreement SNC #1512 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 (\$179,201.00)

Invoices

1. Yuba Watershed Institute shall submit to the County of Nevada invoices on a quarterly basis delineating all costs by Task # and Item as specified in the project budget.
2. Applicable back-up documentation associated with the invoice shall include receipts for all materials and supplies, all staff-time shown by number of hours worked and hourly rate, timesheets, and invoices for all contractor or subcontractor services.
3. Invoices shall be accompanied by monthly Written Report-Outs (3 reports per quarter) describing the work completed by Task# and Item, with photos (as applicable), not to exceed two pages.
4. County of Nevada will review submitted Invoices and Written Report-Outs within seven business days of receipt. Should errors be found in excess of five errors, County of Nevada will halt review and return the report to Yuba Watershed Institute to revise. The County of Nevada will have seven business days to review revised submissions.
5. Approved invoices are payable within 30 days.

Invoice Schedule

Contractor shall submit Quarterly Invoices and Written Report-Outs (3 reports per quarter) to the County of Nevada by the 7th of each month following the end of the quarter.

2024	2025	2026	2027
	January 7, 2025	January 7, 2026	January 7, 2027
	April 7, 2025	April 7, 2026	March 7, 2027 (FINAL)
July 7, 2024	July 7, 2025	July 7, 2026	
October 7, 2024	October 7, 2025	October 7, 2026	

Invoice Back-Up Documentation Detailed Requirements

1. Receipts and/or invoices for supplies, venue rentals, etc. are required.
2. Itemized invoices for any sub-contractors are required.
3. Itemized invoices for equipment contracts are required.
4. For personnel and benefits costs incurred by Yuba Watershed Institute back-up documentation should include staff member, hourly rate, and corresponding Task referenced in the Scope of Work (Exhibit A).
5. For personnel and benefits costs incurred by Yuba Watershed Institute back-up documentation should include timecard reports.
6. The word "invoice" shall appear at the top of the page for all back-up documentation.
7. Invoices shall include contractor Information including name and address.
8. Invoices shall include date of submission and a unique invoice number.
9. The project tracking number "SNC #1512" shall appear on all invoices.
10. Invoices shall denote the Task(s)# and Item referenced in the Scope of Work (Exhibit A) under which the expenditure was incurred.
11. Invoices shall include dates or time period during which the invoiced costs were

incurred; where applicable invoices should include expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.).

Required Reporting

Each invoice submission shall be accompanied by the corresponding Written Report-Outs (3 per quarter).

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

Contractor shall provide a copy of its audited financial statement and most recent IRS 990 form to County by June 30th of each year.

Submit all invoices to:

Nevada County: Office of Emergency Services
Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: IGS Admin
Email: courtney.personeni@nevadacountyca.gov and
IGSAdmin@nevadacountyca.gov
Phone: (530) 265-1225

Payment Schedule

The County will make payment within thirty (30) days of receipt of an approved invoice.

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.

EXHIBIT C PROJECT BUDGET

Project Budget

Direct Project Costs	SNC Funding
Contractual, YWI (Project Management)	\$25,727.00
Contractual, YWI (Botanical Surveys)	\$19,750.00
Contractual, YWI (Cultural Resource Surveys and Report)	\$35,000.00
Contractual, YWI (Raptor Surveys and Report)	\$85,000.00
Contractual, YWI (California Spotted Owl Biological Assessment)	\$12,000.00
Travel	\$1,724.00
TOTAL	\$179,201.00

**EXHIBIT D - CONTRACTOR / RENTAL – “NOT TO EXCEED” RATES
Project Implementation “Cap” Rates**

Fuel Reduction Modules	Rates	Unit	Description
Mastication	\$312.50	Hour	Machine, Operator, Mobilization (All Fuel, Supplies and Support)
Tracked Chipper Module (small)	\$125.00	Hour	12” Machine, Operator, Mobilization (All Fuel, Supplies and Support)
Tracked Chipper Module (Medium)	\$375.00	Hour	15” Machine, Operator, Mobilization (All Fuel, Supplies & Support)
Tracked Chipper Module (Large)	\$437.50	Hour	18” Machine, Operator, Mobilization (All Fuel, Supplies & Support)
Tow Behind Chipper Module	\$ 100.00	Hour	Tow Vehicle, Chipper, Operator, 4-man Feeding Crew (All Fuel, Supplies & Support)
Grinder Module	\$625.00	Hour	Grinder, Excavator, Skid Steer, Operator(s) (All Fuel, Supplies & Support)
Biomass Hauling Module	\$125.00	Hour	Truck, Loader, Operators, Mobilization (All Fuel, Supplies & Support)
Hand Crew Module	\$200.00	Hour	Four-person crew, tools, transportation (All Fuel, Supplies & Support) *Can be billed as individual staff with a ratio of no more than 1 supervisor per three crew with total NTE \$200/hour for 4 staff.

Overhead	Personnel Rate	Unit	Description
Registered Professional Forester	\$ 130.00	Hour	Registered Professional Forester Services
Non-RFP Forestry Technician	\$ 70.00	Hour	Forestry Technician working as a Supervised Designee
Resource Specialist and Advisors	\$ 100.00	Hour	Biologists, Archeologists, Monitors, Surveyors, Accountancy, etc.
Resource Assistants	\$ 30.00	Hour	Assistants to Resource specialists and Advisors
Timber Faller **	\$ 210.00	Hour	Falling of Hazardous Trees of the Class B (trees up to 20 inches) and Class C level (trees 20” and up.)

NOTE: Timber Faller ** is subject to prevailing wage requirements.

EXHIBIT E - INSURANCE REQUIREMENTS

Insurance. 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 the Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

- (i) **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.
- (ii) **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.
- (iii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iv) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

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

- (i) **Additional Insured Status: The 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 the 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 the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the 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 the Contractor’s insurance and shall not contribute with it.

- (iii) **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 the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the 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.
- (v) **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.
- (vi) **Deductible and Self-Insured Retentions** Deductible and 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. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **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 the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - 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, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the 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 a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- (x) **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.
- (xi) **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.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the 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.
- (xiv) **Material Breach** Failure of the 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.
- (xv) **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 a 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.

Contractor Name Yuba Watershed Institute

Description of Services Sierra Nevada Conservancy South Yuba Rim Hazardous Fuels Reduction Project

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$179,201.00 **Required Match:** \$0
Contract Start Date: 5/28/2024 **Contract End Date:** 2/28/2027

INSURANCE POLICIES

Commercial General Liability	(\$2,000,000)
Automobile Liability	(\$1,000,000)
Worker's Compensation	(Statutory Limits)

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

Nevada County
Office of Emergency Services
Address: 950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: IGS Admin
Email: IGSAAdmin@nevadacountyca.gov
Phone: (530) 265-1705

Yuba Watershed Institute
Address: 305 Railroad Ave, Suite 2
City, St, Zip Nevada City, CA 95959
Attn: Chris Friedel
Email: chris@yubawatershedinstitute.org
Phone: 530-955-1822

Contractor is a: (check all that apply)

- Corporation: Calif., Other LLC,
- Non- Profit Corp Yes No
- Partnership: Calif., Other LLP, Limited
- Person: Individ., Db, Ass' Other

EDD Required	Worksheet
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

ATTACHMENTS

Exhibits

- Exhibit A: Scope of Work, Site Map
- Exhibit B: Schedule of Charges and Payments
- Exhibit C: Project Budget
- Exhibit D: Contractor Not to Exceed Rates
- Exhibit E: Insurance Requirements

Appendices

- Appendix A: Disbursement Request Template
- Appendix B: SNC Managing Your Grant Handbook
- Appendix C: SNC Invoice Checklist