



RESOLUTION No. 19-419

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A CONTRACT BETWEEN THE COUNTY OF NEVADA AND THE FIRE SAFE COUNCIL OF NEVADA COUNTY PERTAINING TO FUELS REDUCTION SERVICES WITHIN THE PONDEROSA WEST GRASS VALLEY DEFENSE ZONE, IN THE MAXIMUM AMOUNT OF \$940,171 FOR THE TERM OF JULY 23, 2019 THROUGH MARCH 30, 2022

WHEREAS, on January 8, 2019, Governor Newsom implemented Executive Order N-05-19 to direct CAL FIRE to issue a 45-day report with recommendations to prevent and mitigate wildfire to the greatest extent possible with an emphasis on environmental sustainability and public health; and

WHEREAS, the CAL FIRE Community Wildfire Prevention & Mitigation Report, published on March 22, 2019, included 35 priority projects across the state which would immediately help reduce public safety risk in over 200 communities of which included County of Nevada's Project "Ponderosa West Grass Valley Defense Zone;" and

WHEREAS, THE Ponderosa West Grass Valley Defense Zone consists of an area of 1,200 acres located just below Rough and Ready Highway and above McCourtney Road; and

WHEREAS, on March 22, 2019, Governor Newsom proclaimed a State of Emergency to exist in California due to a vast-tree die-off throughout the state, which increased the risk of wildfires, and made funding available to begin fuels reduction within the Ponderosa West Grass Valley Defense Zone; and

WHEREAS, on July 9, 2019, the Nevada County Board approved Resolution 19-401, Proclaiming a Local Emergency in Nevada County due to the extremely dangerous fire risk conditions within the Ponderosa West Grass Valley Defense Zone area; and

WHEREAS, also on July 9, 2019, the Nevada County Board of Supervisors, per Resolution 19-402, approved a \$1 million-dollar agreement between the County and CAL FIRE pertaining to fuels reduction services covering up to 300 acres within the Ponderosa West Grass Valley Defense Zone area; and

WHEREAS, pursuant to the terms of this Agreement, the Fire Safe Council will be responsible for coordinating 300 acres of fuels reduction services within the Ponderosa West Grass Valley Defense Zone area; and

WHEREAS, the objective of the fuels reduction within the Ponderosa West Grass Valley Defense Zone is to provide a shaded fuels management defense zone amongst homes and along roads, thinning trees, shrubs, brush and other vegetative growth; and

WHEREAS, on July 9, 2019, per Resolution 19-402, the Nevada County Board of Supervisors found and determined that the fuels reduction services to be provided herein are exempt from CEQA pursuant to the Governor's March 22, 2019, Proclamation of a State Emergency, suspending Division 13 Environmental Quality provisions (commencing with section 21000) of the California Public Resources Code, and regulations adopted pursuant to that Division, because the County will include environmental protections incorporated by CAL FIRE for the Ponderosa West Grass Valley Defense Zone Project, and through the implementation of those protections to public health and the environment applied to the Project by the California Natural Resources Agency and the California Environmental Protection Agency to ensure the environment will be adequately protected; and

WHEREAS, prior to the commencement of the fuels reduction services required herein, the Fire Safe Council will be required to incorporate these environmental protection measures and best management practices, as well as any and all other environmental protection measures and best management practices included in biological and cultural studies on the Ponderosa West Grass Valley Defense Zone area that will be prepared on behalf of the County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California, approves the Personal Services Contract by and between the County of Nevada and the Fire Safe Council of Nevada County pertaining to fuels reduction services within the Ponderosa West Grass Valley Defense Zone in the maximum contract amount of \$940,171, for the for the term July 23, 2019 through March 30, 2022, and authorizes the Chair of the Board of Supervisors to execute the Contract on behalf of the County.

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 23rd day of July, 2019, by the following vote of said Board:

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

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 



Richard Anderson, Chair

7/23/2019 cc: OES*
AC* (Hold)

8/6/2019 cc: OES*
AC* (Release)
FSCoNC

PERSONAL SERVICES CONTRACT

County of Nevada, California

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

Fire Safe Council of Nevada County

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

(§1) **Fuels Reduction Services - Ponderosa West Grass Valley Defense Zone Project**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$940,171
(§3) **Contract Beginning Date:** 7/23/2019 **Contract Termination Date:** 3/30/2022
(§4) **Liquidated Damages:** N/A

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$2,000,000)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§7)	Automobile Liability (\$300,000) Personal Auto	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(\$1,000,000) Business Rated	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(\$1,000,000) Commercial Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§8)	Worker's Compensation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§9)	Errors and Omissions (\$1,000,000)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

N/A

NOTICE & IDENTIFICATION

(§26) **Contractor:** Fire Safe Council of Nevada County
PO Box 1112
Nevada City, CA 65945

County of Nevada: Office of Emergency Services
10014 N. Bloomfield Rd.
Nevada City, CA 95959

Contact Person: Jaime Jones
(530) 272-1122
e-mail: jamie@areyoufiresafe.com

Contact Person: Jeff Pettitt
(530) 265-1515
e-mail: jeff.pettitt@co.nevada.ca.us

Contractor is a: (check all that apply)

Corporation: Calif., Other, LLC, Non-profit
Partnership: Calif., Other, LLP, Limited
Person: Indiv., Dba, Ass'n, Other

EDD: Independent Contractor Worksheet Required: Yes No

HIPAA: Schedule of Required Provisions (Exhibit D): Yes No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Terms

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

Services

1. Scope of Services:

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

Payment

2. Charges and Payments:

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

Time for Performance

3. Contract Term:

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

4. Liquidated Damages:

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

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

5. Time of the Essence:

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

Insurance

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

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

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

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

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

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

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

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

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

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

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

9. Errors and Omissions:

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

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

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

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

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

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

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

11. Indemnity:

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

Personal Services

12. Contractor as Independent:

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

13. Assignment and Subcontracting:

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

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

14. Licensing and Permits:

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

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) 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>.

(ii) 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.

(iii) Contracts to which these 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.

(iv) 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.

16. Accessibility (County Resolution No. 00190):

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

17. Nondiscriminatory Employment:

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

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

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

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

19. Cost Disclosure:

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

Default and Termination

20. Termination:

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

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

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

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

Miscellaneous

21. Books of Record and Audit Provision:

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

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

22. Intellectual Property:

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

23. Entire Agreement:

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

24. Jurisdiction and Venue:

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

25. Compliance with Applicable Laws:

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

26. Notices:

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

27. Authority:

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

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

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

CONTRACTOR:

Jaime Jones

Name: Jaime Jones
Title: Executive Director
Fire Safe Council of Nevada County

Dated: 7/25/19

COUNTY OF NEVADA:

Richard Anderson

Honorable Richard Anderson
Chair, Board of Supervisors

Dated: 7/31/2019

Attest: *Julie Patterson Hunter*
Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"
SCHEDULE OF SERVICES

Project Description

The Ponderosa West Grass Valley Defense Zone Project site ("Project site") is located just below Rough and Ready Highway and above McCourtney Road. The fuels reduction services to be provided pursuant to this Agreement will offer vital protection to the densely populated communities of Lake Wildwood, Penn Valley and Rough and Ready to the west, as well as the highly developed City of Grass Valley to the east and surrounding areas.

This priority project includes treatment acres totaling 300 acres ("Project area"), with the specific area to be approved by County, and will require Contractor to secure the written Right of Entry authorization from the property owners located within the project area in order to enter and access the respective parcels to complete the fuel reduction services within the prescribed term of this Agreement. Specific treatments under this project will include hand and mechanical thinning, with a combination of hand and machine piling. Prescriptions inclusive of pile burn will only be offered on a phased basis when and if conditions allow, and as lawfully permitted.

Scope of Work

1. Pre-Fuel Reduction Services

- a. Contractor will provide County an outreach and project plan within fifteen (15) days of executing the Agreement, including a detailed budget corresponding with the outreach and project plan, which shall be approved by the County. Contractor is required to provide services for media consulting including public relations, press releases, land owner information, newspaper, radio, and social media. The Fire Safe Council shall hire a media consultant as deemed acceptable by the County. Outreach services shall be sufficient in scope to ensure adequate information is available to all property owners within the Project site. Outreach shall include information on the fuels reduction services available to eligible parcel owners within the identified Project area, the process for accessing and inspecting the parcels to evaluate the fuels reduction needs, and the process for securing Rights of Entry and authorizations to complete the fuels reduction services. Contractor is required to send notices to property owners within the project area within seven (7) days after entering the contract which is subject to County approval. All public outreach contracts and materials, as well as Right of Entry and other related forms to allow the commencement of fuels reduction services, will be vetted, reviewed, and approved by County before being disseminated.
- b. Contractor will retain a qualified Registered Professional Forester to evaluate and document the amount of fuel reduction required on each parcel to receive fuels reduction services in accordance with this Agreement.
- c. Contractor shall require each consenting property owner to sign a Right of Entry prior to accessing the property to perform the fuel reduction services required herein. Only those property owners within the treatment zone that have submitted Right of Entry to complete the fuel reduction services required herein will be served under this Agreement.
- d. Once a Right of Entry authorization is obtained, Contractor, along with its Registered Professional Forester, shall arrange a site visit with each property owner to document the amount of fuel reduction required in accordance with this

Agreement, which shall be presented to the property owner for review, approval, and written authorization to complete the identified fuels reduction.

- e. In the event the property owner is unwilling to authorize all requested fuel reduction in accordance with the Scope of Work herein, Contractor shall have the ability to work with the property owner on a decreased or modified fuel reduction plan so long as it is determined by Contractor, in consultation with the Registered Professional Forester, that the reduced or modified scope of fuel management will provide a substantial reduction in the wildfire risk on the respective parcel.
- f. Environmental Review –County shall have Cultural and Biological studies completed on the Project area. Contractor shall incorporate any/all environmental protective measures recommended in these studies prior to the commencement of any fuels reduction services. In addition, Contractor is responsible for following all California Environmental Quality Act (CEQA) findings and best practices required by the Department of Forestry and Fire Protection (CAL Fire) California Natural Resources Agency, and California Environmental Protection Agency. A letter from California Natural Resources, dated April 10, 2019, which is attached hereto and incorporated herein as “Exhibit A Attachment 6,” includes detailed environmental protective measures and Best Management practices which Contractor shall follow in furtherance of the fuels reduction services to be provided herein.

No physical work shall be conducted on any property within the Project area until a Notice to Proceed is issued by the County. If Contractor proceeds with any physical fuels reduction services prior to the issuance of the Notice to Proceed, Contractors shall not be reimbursed for such services.

2. Fuels Reduction Services

- a. Contractor agrees to provide to the fuels reduction services as described herein:
 - i. Contractor shall provide all materials, labor, equipment, tools, permits, taxes and fees to Exhibit A, Attachment 1, Detailed Scope of Work, in order to meet Executive Order N-05-19 by implementing emergency fuel reduction projects to reduce fuel loading and wildfire potential to protect lives, homes, and other critical infrastructure. Activities Include shaded fuel break construction as detailed in Exhibit A Attachment 5, understory thinning, mastication, piling and chipping and/or burning of piles if conditions allow.
 - ii. County of Nevada and Fire Safe Council have the right, upon mutual written agreement, to extend this agreement for one (1) year.
- b. Best efforts will be made to receive an award lowest quote price of work contracted through this agreement. The maximum amount for the fuels reduction services by Contractor shall not exceed \$822,046, which shall be based on a maximum per-acre rate for each parcel, as determined by the Contractor’s Registered Professional Forester, according to the density of fuels to be reduced on each parcel as follows:
 - i. Heavy Fuels (40% + slope) at \$6,000 per Acre
 - ii. Heavy Fuels (0-39% slope) at \$5,000 per Acre
 - iii. Medium Fuels (40% + slope) at \$4,500 per Acre
 - iv. Medium Fuels (0-39% slope) at \$4,000 per Acre

- v. Light Fuels (40% + slope) at \$3,500 per Acre
 - vi. Light Fuels (0-39% slope) at \$2,500 per Acre
- c. The services shall be performed at the Project Site to implement and complete the emergency fuel reduction projects as detailed in Exhibit A, Attachment 2, Site Map. The Ponderosa West Grass Valley Defense Zone Project will be approximately 1,200 acres upon completion. This Agreement shall provide fuels reduction services covering 300 acres of the Ponderosa West Grass Valley Defense Zone.
- d. The services shall at minimum be provided during regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If determined necessary by the Contractor and to ensure successful project completion, work on weekends or designated State holidays may be required and will be authorized only by written permission from the County. Actual work schedule and service frequency shall be coordinated by County in coordination with the CAL Fire representative assigned to the Project site.
- e. Pile and burn, mastication (heavy equipment), and other combinations of these prescriptions are inclusive and will be prescribed with the recommendation of a qualified Registered Professional Forester, landowners' permissions, local fire district permission/authorization, and will be provided in conformity with CAL Fire's Best Practices. Before any pile and burn project begins, Contractor will coordinate all proposed burn activities with CAL Fire, the local fire agency having jurisdiction over the Project area, the Northern Sierra Air Quality Management District (NSAQMD), and the County, which shall include Contractor submitting a burn plan to these entities for review and approval. In addition, Contractor shall comply with all laws and regulations pertaining to such burn activities, including permissible burn-days and any/all permit requirements, conditions, and approvals required by CAL Fire, the local fire agency, and NSAQMD, prior to commencing any burn activities. In addition, Contractor shall also follow the Fire Prevention Plan referenced in Exhibit A, Attachment 4. Pile and Burn efforts will always seek approval and be by the discretion of CAL Fire and the County through the duration of this contract.
3. The Parties understand and agree that Contractor may subcontract out for the fuels reduction services required by Contractor to be performed under this Agreement. 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 form 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.

4. The Project Representatives during the term of this agreement will be:

Contractor: County of Nevada	Contractor: Fire Safe Council
Name: Steve Monaghan	Name: Jamie Jones
Address: 950 Maidu Ave. Nevada City, CA 95959	Address: 139 E Main St... Grass Valley, CA 95945
Phone: 530-265-1515	Phone: 530-272-1122
Email: steve.monaghan@co.nevada.ca.us	Email: jamie@areyoufiresafe.com

EXHIBIT "A," ATTACHMENT 1 DETAILED SCOPE OF WORK

Fire history demonstrates that fires in this vicinity grew rapidly and became large. Rapid residential development coupled with decades of vegetation growth has created a high-risk wildfire environment. The resulting wildland-urban interface condition requires immediate action to reduce the potential for future fires from endangering lives and property.

To diminish the risk and/or rate of fire spread, specific techniques are used suitable to the material being treated (e.g., mowing, prescribed grazing, pruning, vegetation removal, chipping, prescribed burning, and masticating). Treatments focus on removing dead, diseased, dying, decadent, or dense trees and chaparral species. When healthy small trees and chaparral species are removed, the focus is on spacing that will help prevent the fire from spreading from canopy to canopy. Large diameter trees and chaparral plants with unique structural features and located in the shaded fuel break may be retained to support and promote wildlife species and habitat. Generally, all downed dead trees and shrubs are removed if they are solid (not rotten) and are not yet embedded into the ground. Downed trees and chaparral that are embedded into soil and which cannot be removed without soil disturbance are left in place. Chipping and masticating of dead material are often used as an alternative to removal. The project will reduce tree and fuel density to provide a structure with reduced surface, ladder, and crown fuel loading, and promote a healthier ecosystem similar to those consistent with frequent low- to mixed- intensity fire regimes. Soils, site factors, and timing of application must be suitable for any ground-based equipment utilized for fuel reduction to avoid excessive compaction, rutting, or damage to the soil surface layer.

The Ponderosa West Grass Valley Defense Zone Project site is located just below Rough and Ready Highway and above McCourtney Road. This project will offer vital protection to the densely populated communities of Lake Wildwood, Penn Valley and Rough and Ready to the west, as well as the highly developed City of Grass Valley to the east and surrounding areas.

Treatment methods and equipment that will be used

This project primarily includes pile and chipping treatment. Pile and burn, mastication (heavy equipment), and other combinations of these prescriptions are inclusive and will be prescribed in accordance with the requirements set forth in Section 2.e of the Exhibit "A" Schedule of Services.

Live and dead vegetative fuels will be treated to eliminate ladder fuels, decrease horizontal and vertical continuity of flammable vegetation, decrease flammability, and accelerate decomposition. The target post-treatment is consistent of the shaded fuel break prescription, Exhibit A, Attachment 5, and shall be utilized unless:

1. A tree of any size is a direct threat to personal safety or infrastructure, or
2. A Registered Professional Forester (RPF) determines that an alternative standard better meets management objectives or improves the health of the forest stand.
3. Is identified prior to cutting by an RPF or supervised designee.

The goal is to retain wildlife trees, snags and/or large woody debris identified by a Biologist and RPF or supervised designee as important elements of value to wildlife; at least one element per acre averaged across the treatment unit.

General Instructions

Prior to beginning this project, the Contractor will meet with both County of Nevada and CAL FIRE staff, Project Representative or designee, and 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 and order of project completion. All of the above identified operational conditions and criteria shall be documented in a written Plan of Operation and kept in the Contractor's possession during project implementation, a copy of which shall be provided to County for review and comment prior to the commencement of fuels reduction services.

CAL FIRE will identify the project area by flagging boundaries, archaeological sites, and watercourses, and the work area will be clearly identified. At the request of County and/or CAL FIRE, Contractor shall assist with flagging boundaries, archaeological sites, and watercourses, conditioned upon Contractor's authority to lawfully access the private property within the treatment area for this purpose, to ensure the work area is clearly understood and identified.

The Contractor will supply personnel and equipment necessary to conduct the fuels reduction services required herein. A list of the necessary equipment is listed on Exhibit A, Attachment 3, List of Equipment.

The equipment will be hired "wet" meaning the Contractor will be responsible for fuel and maintenance of the Contractor's equipment. Any damage to the Contractor's equipment is at the Contractor's expense.

A pre-designated foreman will be required to be on site at all times while the crew is working. The foreman shall be responsible for crew safety and shall ensure at all times full compliance with applicable Cal-OSHA standards, rules, and regulations, including but not limited to a heat illness prevention plan, site-specific safety plans, and holding "tailgate" safety meetings. Additionally, the foreman must be available to address landowner concerns or questions as they pertain to site work.

The Contractor will ensure that toilet and garbage disposal facilities are available for crews and are used. The Contractor will take steps to prevent any unnecessary damage to adjacent timber, soil or water.

The Contractor will be responsible to preserve survey markers and will replace damaged markers at their own expense using surveyors acceptable to the landowner. The Contractor will also be responsible for any private property damaged during the project.

General Prescription

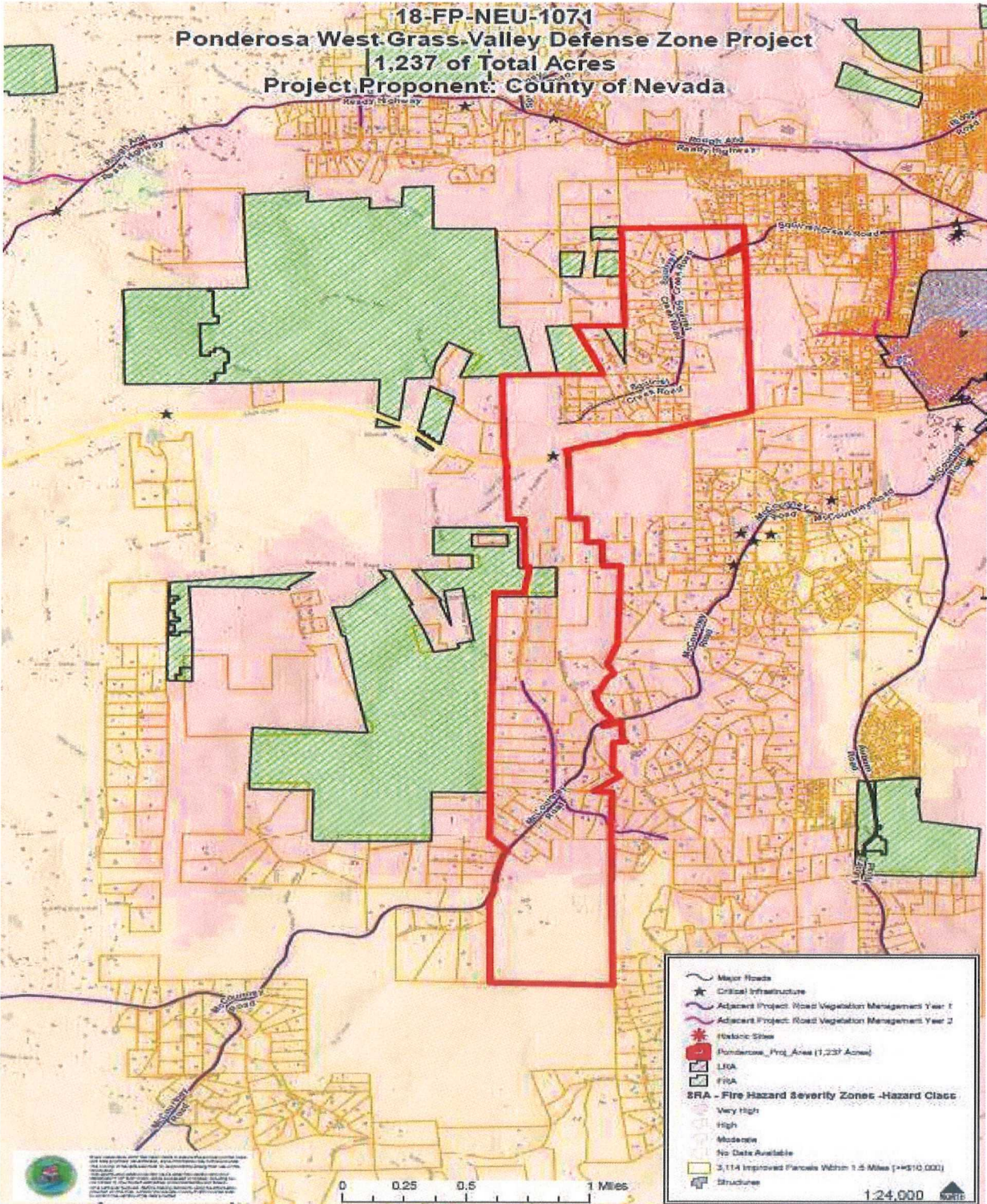
1. The Ponderosa West Grass Valley Defense Zone priority fuel reduction project consisting of the following:
 - a. 300-acre shaded fuel break construction within the Ponderosa West Grass Valley Defense Zone Project area, as approved by County.
 - b. Prescription participation requested will be at a minimum, an extension of the 100' zone requirements for private landowners acreage treated as pursuant of PRC 4291.
 - c. Except as otherwise provided herein, dead trees and live trees to be removed within the project are from 0 inches Diameter at Breast Height (DBH) to 36 inches DBH. The DBH may vary per parcel and will be determined by Registered Professional Forester and landowner permissions.
2. Slash Treatment: dead and down material up to 10 inches in diameter will be treated through chipping or pile and burn efforts.
3. The limbs of dead and down trees greater than 12 inches in diameter will be treated and the remaining trunk will be left in place unless several trees have created a piled concentration. In this case, the remaining tree trunks will be separated by at least 10 feet from any other logs and left on site.
4. All vegetation stumps will be cut no higher than 6 inches above the ground. All cuts will be a flat or parallel cut to the ground.
5. Standing dead trees with red needles still attached shall be felled and treated using the dead and down prescription as required in Items 2 and 3 above.
6. Snags that pose a hazard to crews working in the area will be felled.

7. Trees 3 inches and greater in DBH will be pruned (live and dead limbs) up to a height of 10 feet. Limbs will be pruned when branches are larger than a 1/2 inch in diameter (regardless of length) or greater than 2 feet in length (regardless of diameter). No pruning will be done to a height greater than 50% of total tree height. Trees < 4 feet high do not require pruning.
8. Brush will be piled and chipped (broadcast) or burned on site if prescribed and conditions allow, unless islands are predesignated or agreed to by the contract administrator or his designee. Any burning activities shall comply with the requirements set forth in 2.e of Exhibit "A" Schedule of Services.
9. Ground disturbance from machinery use shall not exceed 10% on each acre and berms, ruts and other operator caused ground disturbance will be smoothed out to original contours before leaving the immediate work area.
10. Contractor will make all reasonable efforts to complete the Project by December 31, 2019.

Inspection and Acceptance

Both CAL FIRE and the County will inspect the project area twice to ensure the project is meeting requirements, within sixty days (60) and five (5) days of being notified by Contractor of the scheduled completion of the fuels reduction services required herein. If either CAL FIRE or the County's inspection concludes that the fuels reduction does not comply with the Scope of Work herein, County, CAL Fire, 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), at which time CAL FIRE and County's will re- inspect the identified deficiencies to verify satisfactory compliance.

EXHIBIT "A," ATTACHMENT 2
SITE MAP



**EXHIBIT "A," ATTACHMENT 3
LIST OF EQUIPMENT**

Ponderosa West Defense Zone - Project Implementation "Cap" Rates			
Contractor / Rental - "Not to Exceed" Rates			
Fuels Reduction Modules	Rate	Unit	Description
Mastication	\$ 2,500.00	Day	Machine, Operator, Mobilization (All Fuel, Supplies and Support)
Tracked Chipper Module (Small)	\$ 1,000.00	Day	12" Machine, Operator, Mobilization (All Fuel, Supplies and Support)
Tracked Chipper Module (Medium)	\$ 3,000.00	Day	15" Machine, Operator, Swamper, Mobilization (All Fuel, Supplies and Support)
Tracked Chipper Module (Large)	\$ 3,500.00	Day	18" Machine, Operator, Swamper, Mobilization (All Fuel, Supplies and Support)
Tow Behind Chipper Module	\$ 800.00	Day	Tow Vehicle, Chipper, Operator, 4-man Feeding Crew (All Fuel, Supplies and Support)
Grinder Module	\$ 5,000.00	Day	Grinder, Excavator, Skid Steer, Operator(s), Mobilization (All Fuel, Supplies and Support)
Biomass Hauling Module	\$ 1,000.00	Day	Truck, Loader, Operators, Mobilization (All Fuel, Supplies and Support)
Hand Crew Module	\$ 4,000.00	Day	Ten person crew, tools, transportation (All Fuel, Supplies and Support)
Overhead Personnel	Rate	Unit	Description
Registered Professional Forester	\$ 130.00	Hour	Registered Professional Forester Services
Non RPF Forestry Technician	\$ 70.00	Hour	Forestry Technician working as a Supervised Designee
Project Coordinator	\$ 60.00	Hour	Project Coordination / Liaison between State and Private Resources
Timber Faller	\$ 210.00	Hour	Falling of Hazardous trees of the Class B and Class C level
Resource Specialists and Advisors	\$ 100.00	Hour	Biologists, Archaeologists, Monitors, Surveyors, Accountancy, etc..
Resource Assistants	\$ 30.00	Hour	Assistants to Resource Specialists and Advisors
Other Costs	Rate	Unit	Description
Overhead Personnel Mileage	\$ 0.58	Mile	Mileage is paid for miles driven to and from the project site from office.
Tool / Equipment, Supplies (Rental)	Varies	Each	Tools, equipment, supplies or storage logistics are reimbursed at cost plus admin.

**EXHIBIT "A," ATTACHMENT 4
FIRE PREVENTION PLAN**

PROJECT ACTIVITY LEVEL (PAL) - EMERGENCY PRECAUTIONS

PROJECT ACTIVITY LEVEL TABLE

Level	Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.
A	Minimum required by the California Public resources code PRC Division 4, Chapter 6, sections 4427, 4428, 4431, 4442 and CCR 958.4
B	1. Tank truck, trailer, or approved substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer or approved substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire Patrol is required for two hours.
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No Welding or cutting of metal after 1:00 PM, except by special permit.
Ev	1. The following activities may operate all day: a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. 2. Hot Saws or Masticators may operate until 1:00 PM; provided that:

	<p>a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator.</p> <p>b) Any additional restrictions specified by the Forest.</p> <p>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</p> <p>4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are:</p> <ul style="list-style-type: none"> • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage <p>When approved by a CAL FIRE Battalion Chief, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the CAL FIRE Company Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Purchaser's equipment for prevention and suppression readiness, type of operation and social and community considerations etc.</p>
<p>E</p>	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"> 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. <p>All other activities are prohibited.</p>

EXHIBIT "A," ATTACHMENT 5

Shaded Fuel Break Prescription

Shaded Fuel Break Prescription

The objective is to reduce, modify, and manage fuels within designated areas that may enhance mitigation efforts in the event of a wildland fire situation. The Shaded Fuel Break is an identified strategic location along a ridge, access road, or other location where fuels have been modified. The width of the fuel break is usually 100 to 300 feet depending on the site. This is a carefully planned thinning of dense vegetation, so fire does not easily move from the ground into the overhead tree canopy. A shaded fuel break is not the removal of all vegetation in a given area. Fire suppression resources can utilize this location to suppress wildland fires due to the modification of fuels of which may increase the probability of success during fire suppression activities. Any fuel break by itself will not stop a wildland fire. The Shaded Fuel Break is a recommended guideline for fuel management within identified Interface Lands. The goal is to protect human life and both public and private resources by reducing the risk and potential hazard of wildland fire by practicing management strategies that promote the preservation and restoration of natural resources and protection of cultural resources. Ultimate outcomes and variances are contingent on landowner participation.

This is a defensible location to be used by fire suppression resources to reduce the hazard of wildland fires. In the case of the Ponderosa West Grass Valley Defense Zone, the area to be treated is wider than 100-300 feet to increase the effectiveness of the fuel break. Fuel breaks themselves will not stop a wildland fire. Shaded fuel breaks and defense zones provide a space for fire fighters and ground resources to mount a direct attack. It is a location where the fuel has been modified which increases the probability of success for fire suppression activities. Air resources may use the location for fire retardant drops.

The intent of the fuel break is to create a fuel model or vegetative arrangement where wildfire reduces intensity as it burns into the fuel break. A ground fire, burning grass and leaf duff, is the desired fire behavior. An arrangement which provides the desired fire behavior effects involves an area where ladder fuels are removed and tree or brush canopies will not sustain fire, and where the contiguous fuels arrangement is interrupted. This general arrangement allows fire and resource managers to retain a species diversity of individual younger, middle aged and older plants, which allows the opportunity for:

1. Understory fuels: Understory fuels over 1 foot in height are to be removed in order to develop vertical separation and low horizontal continuity of fuels. Individual plants or pairs of plants may be retained provided there is a horizontal separation between plants of 3 to 5 times the height of the residual plants and the residual plants are not within the drip lines of an overstory tree.
2. Mid-story fuels: Trees up to the 6-inch dbh may be removed. Exception to this size limit shall be trees that have significant defects and/or which do not have a minimum of a 16-foot saw log or trees, such as saplings, that do not present a desirable effect. Live but defective trees larger than the 6-inch dbh providing cavities for obvious wildlife use will be retained. Trees shall be removed to create horizontal distances between residual trees from 20 feet between trunks up to 8 to 15 feet between tree crown drip lines. Larger overstory trees (> 6-inches dbh) do count as residual trees and, in order to reduce ladder fuels, shall have vegetation within their drip lines removed. Prune branches off of all residual trees from 8 to 10 feet off the forest floor, not to reduce the live crown ratio below 1/2 of the height of the tree. Criteria for residual trees (up to < 6-inch dbh): Conifers: Leave trees that have single leaders and thrifty crowns with at least 1/3 live crown ratio. Conifer leave tree species in descending order: Sugar pine Ponderosa pine Douglas fir Knob-cone Pine Gray Pine White fir Incense cedar Intolerant to shade species have a higher preference as leave trees because their seed will be less likely to germinate in the understory.

3. Snags: Snags are a conduit for fire during a wildland fire. However, they also provide excellent wildlife habitat in their natural state. The following is the criteria for when snags shall be retained: 4 18-inch diameter class or larger and not more than 30 feet in height which are not capable of reaching a road or structure provided there is a separation of least 100 feet between snags. Hardwood trees: Leave trees that have vertical leaders and thrifty crowns with at least 1/3 live crown ratio. Hardwood leave tree species in descending order: Valley Oak Big Leaf Maple Blue Oak Black Oak Madrone Live Oaks
Brush: It is desirable to remove as much brush as possible within the shaded fuel break area. However, if individual plants or pairs of plants are desired to be left, leave plants with the following characteristics: young plants less than 5 feet tall and individual or pairs of plants that are no more than 5 feet wide. From a fuels management perspective the following are brush leave species in descending order: Category 1) Dogwood Redbud Category 2) Toyon Buckeye Coffeeberry Lemmon Ceanothus Buck brush (Wedge leaf ceanothus) Category 3) Whitethorn Deer brush Manzanita Chamise Verba Santa Poison Oak Scrub Oak Non-native species (such as olive, fig, etc.) will be considered on a case- by- case basis.

EXHIBIT "A," ATTACHMENT 6
LETTER FROM NATURAL RESOURCES AGENCY



GAVIN NEWSOM, Governor
WADE CROWFOOT, Secretary for Natural Resources

April 10, 2019

Chief Porter, Director
Department of Forestry and Fire Protection
1416 9th Street, Suite 1505
Sacramento, CA 95814

Re: Ponderosa West Grass Valley Defense Zone – Fuel Break Project

Dear Chief Porter,

On March 22, 2019, Governor Newsom proclaimed a state of emergency involving forest conditions near vulnerable communities. The proclamation suspends State environmental statutes, rules, regulations, and requirements to the extent necessary to complete priority fuel management projects started this calendar year, upon the request of the Secretary for the California Environmental Protection Agency or Natural Resources Agency, as appropriate. In considering whether to suspend any requirements, the Secretaries must determine that the proposed activities are eligible to be conducted under this suspension and will take protection of the environment into account while ensuring timely implementation.

CAL FIRE has requested suspension of Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division, commonly known as the California Environmental Quality Act, for the Ponderosa West Grass Valley Defense Zone – Fuel Break Project, which is one of the thirty-five priority projects identified in the Community Wildfire Prevention and Mitigation Report (February 22, 2019).

Project Description

The Ponderosa West Grass Valley Defense Zone – Fuel Break Project was designed to protect approximately 3,000 residences in the Wildland Urban Interface communities of Lake Wildwood, Penn Valley, Rough and Ready and the City of Grass Valley. The area has not burned for over 100 years and fuels have been largely unmanaged, making this a very high fire-danger area.

The project will also provide protection for critical infrastructure supporting state commerce, such as State Highway 20, power and water infrastructure, and various Nevada County facilities. Within 1 mile of the project, there are 7 churches, 12 bridges, 6 schools, 3 fire stations, 2 government buildings, and 4 emergency shelter sites including the county fairgrounds.

1416 Ninth Street, Suite 1311, Sacramento, CA 95814 Ph. 916.653.5656 Fax. 916.653.8102 <http://resources.ca.gov>

Baldwin Hills Conservancy • California African American Museum • California Coastal Commission • California Coastal Conservancy • California Conservation Corps • Colorado River Board of California
California Energy Commission • California Science Center • California Tahoe Conservancy • Coachella Valley Mountains Conservancy • California Department of Forestry and Fire Protection
Delta Protection Commission • Delta Stewardship Council • Department of Conservation • Department of Fish and Wildlife • Department of Parks and Recreation • Department of Water Resources
Exposition Park • Native American Heritage Commission • Sacramento-San Joaquin Delta Conservancy • San Diego River Conservancy • San Francisco Bay Conservation and Development Commission
San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy • San Joaquin River Conservancy • Santa Monica Mountains Conservancy
Sierra Nevada Conservancy • State Lands Commission • Wildlife Conservation Board • Ocean Protection Council

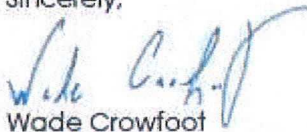
The proposed project will build off a larger multi-phased fuel break and extend the fuel break approximately 400 acres using a combination of hand crews (30%), heavy equipment (30%), chipping (30%) and biomass (10%). Nevada County has taken a lead role in development and implementation of this fuel break and will continue to support this critical expansion. The California Department of Fish and Wildlife, State Water Resource Control Board, and the California Native Plant Society have all contributed to the development of the fuel break project.

Immediate implementation of this project is necessary to protect vulnerable communities, including the communities of Grass Valley and Penn Valley. CAL FIRE has incorporated protection of the environment into the design of this project. While specific measures may vary by emergency project, required protective measures include those described in CAL FIRE's "Protective Practices for CAL FIRE's 35 Emergency Fuels Reduction Projects" (April 2019). In addition, CAL FIRE has contacted local offices of the Department of Fish and Wildlife and Regional Water Quality Control Board to invite staff to visit the site and provide input on project design.

Suspension

Because the Ponderosa West Grass Valley Defense Zone – Fuel Break Project is urgently needed to protect vulnerable communities and because CAL FIRE has incorporated environmental protection into project design, I find that this project is eligible under the Governor's Proclamation. Therefore, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended for that project. This suspension may be revised or further conditioned as necessary to protect public health and the environment. Suspension of additional regulatory requirements may be considered as project implementation proceeds. This suspension does not alter any requirements imposed by federal law.

Sincerely,



Wade Crowfoot
Secretary for Natural Resources

Ponderosa West Grass Valley Defense Zone – Emergency Fuel Break Grass Valley, Nevada County, CAL FIRE Nevada Yuba Placer Unit.

In response to Governor Newsom's [Executive Order N-05-19](#) issued on January 9, 2019, CAL FIRE released a report, called the [Community Wildfire Prevention and Mitigation Report](#). This report delivered recommendations to reduce public safety hazards associated with catastrophic wildfire and specifically prioritized 35 projects that will protect 200 of California's most wildfire-vulnerable communities.

The Ponderosa West Grass Valley Defense Zone – Fuel Break Project is a phased fuel break designed to protect over 3,000 residences and critical infrastructure within the Wildland Urban Interface of Grass Valley and surrounding communities. The proposed project will build off past treatments and extend the fuel break approximately 400 acres using a combination of hand crews (30%), heavy equipment (30%), chipping (30%) and biomass (10%). Nevada County has taken a lead role in development and implementation of this fuel break and will continue to support this critical expansion. The California Department of Fish and Wildlife, State Water Resource Control Board, and the California Native Plant Society have all contributed to the development of the fuel break project.

1. Laws requested to be suspended:

Per directive 4 in the Emergency Proclamation issued March 22, the Department of Forestry and Fire Protection (CAL FIRE) requests suspension of the California Environmental Quality Act (CEQA), Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division for this priority fuels reduction project.

2. Project description:

The project was designed through cooperative local fire planning efforts to protect approximately 3,000 residences in the Wildland Urban Interface communities of Lake Wildwood, Penn Valley, Rough and Ready and the City of Grass Valley. The project will also provide protection for critical infrastructure supporting state commerce, such as State Highway 20, power and water infrastructure, and various Nevada County facilities. Within 1 mile of the project, there are 7 churches, 12 bridges, 6 schools, 3 fire stations, 2 government buildings, and 4 emergency shelter sites including the county

fairgrounds. The area has not burned for over 100 years and fuels have been largely unmanaged and increase the risk of wildfire.

To diminish the risk and/or rate of fire spread across the fuel break, specific treatments will be utilized based upon the suitability of the material being treated (e.g., hand crews, heavy equipment, pruning, vegetation removal, chipping, biomass). Treatments focus on removing dead, diseased, dying, decadent, or dense trees and chaparral species. When healthy small trees and chaparral species are removed, the focus is on spacing that will help prevent fire spread from canopy to canopy. Large diameter trees and chaparral plants with unique structural features and located on the outer edges of the fuel break may be retained to support and promote wildlife species and habitat. Generally, all downed dead trees and shrubs are removed if they are solid (not rotten) and are not yet embedded into the ground. Downed trees and chaparral that are embedded into soil and which cannot be removed without soil disturbance are left in place. Chipping and masticating of dead material is often used as an alternative to removal. When possible, fuel breaks are blended into the surrounding environment. This is accomplished by feathering the edges of the fuel break into the adjacent untreated areas for aesthetic purposes. Soils, site factors, and timing of application must be suitable for any ground-based equipment utilized for creating a fuel break to avoid excessive compaction, rutting, or damage to the soil surface layer.

3. Project location:

The project is located in and adjacent to the City of Grass Valley, in Nevada County, CA. The fuel break extends southwest from Grass Valley toward Penn Valley and then south toward American Ranch Hill. See attached map.

4. Treatment methods and equipment that will be used:

Live and dead vegetative fuels will be treated to eliminate fuel ladders, decrease horizontal and vertical continuity of flammable vegetation, decrease flammability, and accelerate decomposition. The target post treatment average stand density is 75-100 square feet basal area on tree dominated sites. On brush dominated sites, at least one bush or groups of brush shall be retained so that no point is further than 150 feet from a specimen. On poorly vegetated sites, one shrub or group of shrubs shall be retained so that no point is further than 30 feet from a live shrub. All conifer trees greater than 12 inches diameter breast height (DBH), hardwoods greater than 10 inches diameter breast height and brush greater than 8 inches stump diameter (6" above ground, uphill side) shall be retained unless:

- (1) A tree of any size is a direct threat to personnel safety or infrastructure;
or
- (2) An RPF determines that an alternative standard better meets management objectives or improves the health of the forest stand;
and
- (3) Is identified prior to cutting by a Registered Professional Forester or supervised designee.

The goal is to retain wildlife trees, snags and/or large woody debris identified by a Biologist and RPF or supervised designee as important elements of value to wildlife; at least one element per acre averaged across the treatment unit.

Heavy equipment or mastication treatment may be applied to trees and brush dominated vegetation types present in the project area, up to a maximum slope of 30% for wheeled equipment, 50% for tracked equipment, and 65% for walking excavator type equipment.

General tree removal will involve cutting conifer trees less than 12 inches DBH within the drip line of trees larger than 12 inches DBH. Hardwoods less than 10 inches DBH within the drip line of larger hardwood trees greater than 12 inches DBH will be removed. Outside the drip line of larger trees conifers less than 12 inches DBH and hardwoods less than 10 inches DBH will be thinned to achieve an average tree spacing of 17 feet (includes trees of all sizes).

Operations will be conducted to prevent erosion and sedimentation to watercourses, per the CAL FIRE Best Management Practices established for the 35 fuel reduction projects.

5. Communities protected:

This fuel break will allow CAL FIRE to better defend the communities of Grass Valley, Penn Valley and surrounding WUI areas in the event of an overwhelming wildfire.

6. Considerations for ecological and cultural resources:

Project activities are designed to avoid significant effects and avoid taking special status species that are listed as rare, threatened, or endangered under Federal law; or rare, threatened, endangered, candidate, or fully protected under State law; or as a sensitive species by the California Board of Forestry and Fire Protection.

A California Natural Diversity Database search has been completed and appropriate field review conducted to detect species prior to project

disturbance. If protected species are found within the project boundary a CAL FIRE or DFW Biologist will be consulted for appropriate protection measures.

In addition, a current archeological records check has been completed. An archeological field review will be conducted by qualified personnel. In addition, a Registered Professional Forester or designee will be onsite sufficiently during operations to evaluate the presence of cultural resources and ensure cultural resource protection through avoidance.

7. Best Management Practices used in this project:

To ensure environmental protection when designing and constructing fuels reduction projects, CAL FIRE utilizes the standard protection practice of identifying and avoiding sensitive resources. A comprehensive list of required Best Management Practices (BMPs) has been developed by CAL FIRE through cooperation with the California Department of Fish and Wildlife and State Water Resource Control Boards. These BMPs will be used to provide natural resource protection when implementing all 35 priority fuels reduction projects (See attached CAL FIRE Best Management Practices).

Additional BMPs may be developed for specific projects by the local CDFW office and Regional Water Quality Control Board and implemented by CAL FIRE.

8. California Natural Diversity Database(CNDDDB) search:

A CNDDDB search has been completed and results have been analyzed and avoidance measures have been implemented in project design. Results of CNDDDB query are on file at the local CAL FIRE Unit.

Initial project scoping indicates the potential presence of the following species in or around the project region: Raptors, bats, sensitive plant species, and Foothill yellow-legged frog (*Rana boylei*) may be present. Should any species be located within the project area during field review, Best Management Practices will be developed and implemented through coordination with local California Department of Fish and Wildlife staff.

CAL FIRE will work closely with the County of Nevada and the California Native Plant Society to ensure sensitive plants within the project boundary are protected.

9. California Office of Historic Preservation, California Historic Information Centers (CHRIS) archeological database search:

The California Office of Historic Preservation, California Historic Information Centers (CHRIS) archeological database has been searched for sensitive cultural resources in the project area. A CAL FIRE Archeologist will be consulted as necessary to help ensure cultural resource protection.

10. Outreach to the Regional Water Quality Control Board (RWQCB):

Notification letters have been submitted to the pertinent local RWQCB staff and are on file at the local CAL FIRE Unit.

11. Outreach to the California Department of Fish and Wildlife (CDFW):

Notification letters have been submitted to the pertinent local CDFW staff and are on file at the local CAL FIRE Unit.

12. Verbal outreach communication status with other agencies:

Initial outreach was provided to both RWQCB and CDFW local staff via phone call to explain the project. Communication, consultation, and site visits will be ongoing throughout the project.

13. Outreach to local government:

County of Nevada, Fire Safe Council of Nevada County, Nevada County Resource Conservation District, Sierra Streams Institute and California Native Plant Society have been involved in planning and implementation.

Local outreach for the project has been continual and ongoing. CAL FIRE's Fire Planning process coordinates local fuel reduction priorities with community protection to ensure projects are designed and implemented cooperatively. This allows for a sharing of resources to facilitate an informed, educated and efficient implementation of priority projects.

14. Lead contact person for the project:

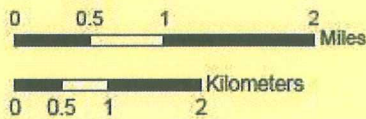
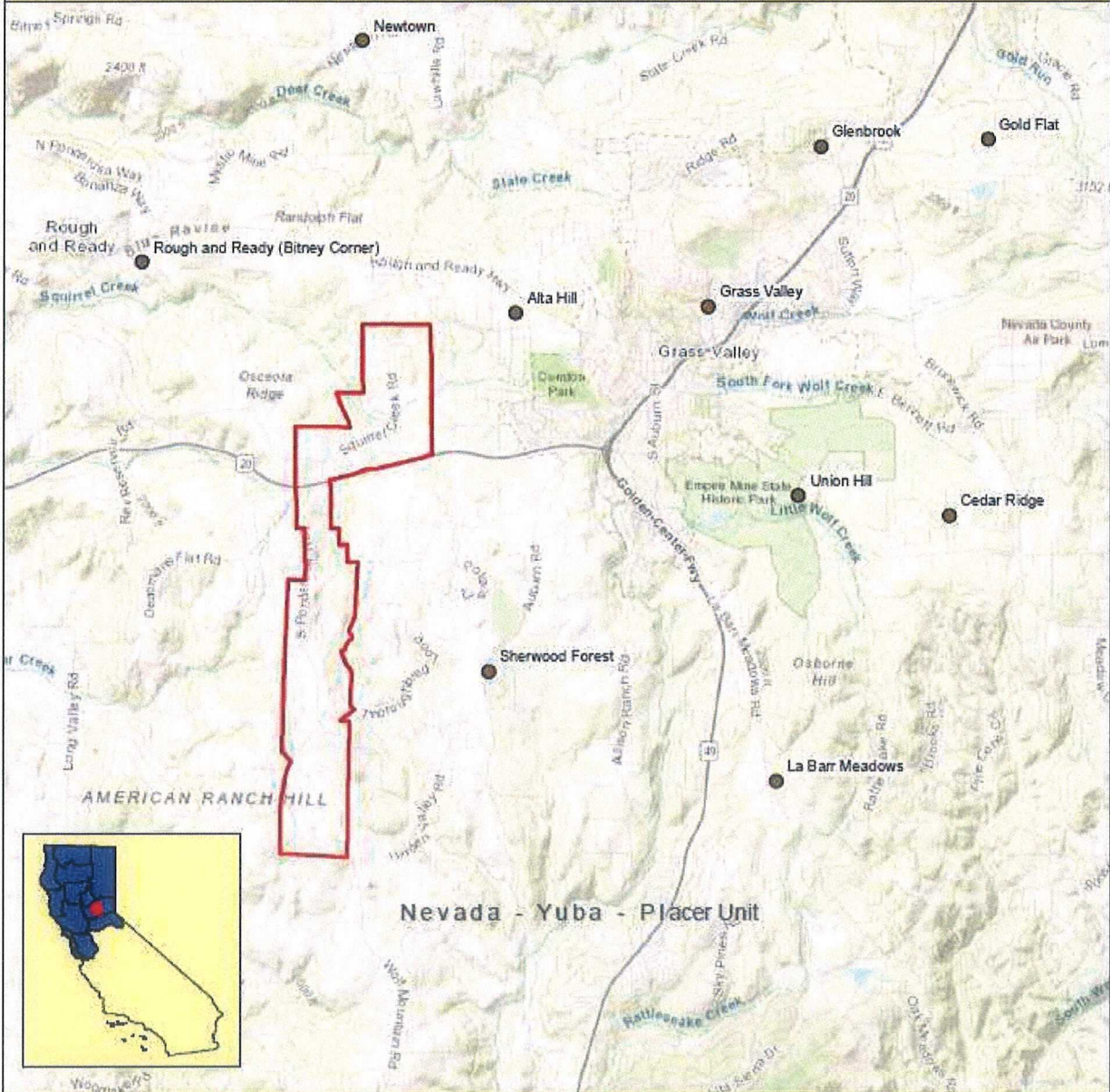
CAL FIRE, Nevada-Yuba-Placer Unit Forester, Steve Garcia (530) 889-0111
General Information (530) 823-4904

15. Estimated Start Date: Project is ready to begin immediately following CEQA clearance and contracting.

Ponderosa - West Grass Valley Valley Defense Zone

Nevada - Yuba - Placer Unit

Fuels Reduction



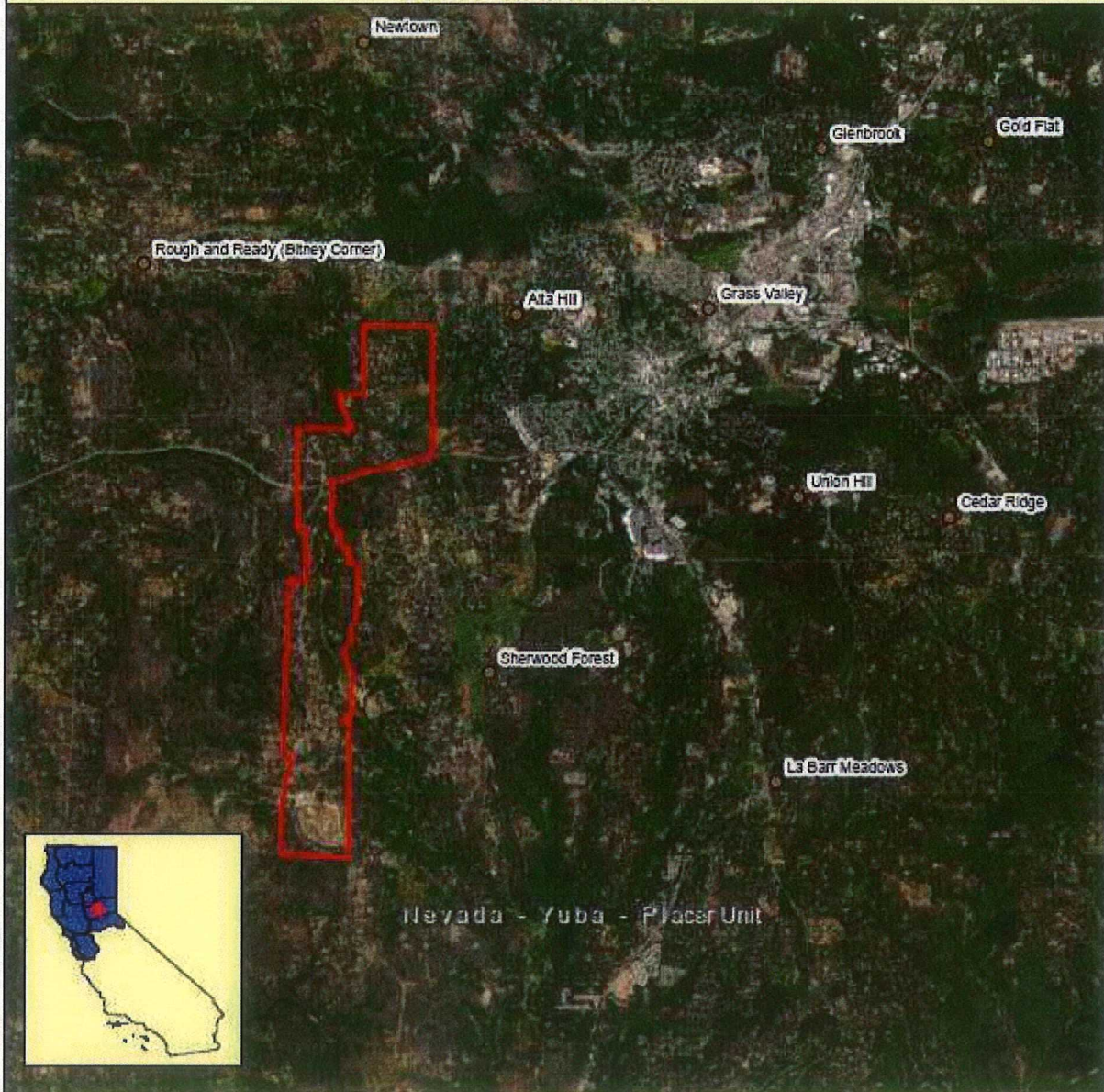
- Ponderosa-West Grass Valley Defense Zone
- CAL FIRE Units
- Communities at Risk



Ponderosa - West Grass Valley Valley Defense Zone

Nevada - Yuba - Placer Unit

Fuels Reduction



0 0.5 1 2 Miles

0 0.5 1 2 Kilometers

Ponderosa-West Grass Valley Defense Zone

CAL FIRE Units

Communities at Risk



Protective Practices for CAL FIRE's 35 Emergency Fuels Reduction Projects

April 5, 2019

Summary:

To fulfill Governor Newsom's [Executive Order N-05-19](#) issued on January 9, 2019, CAL FIRE released a report, called the [Community Wildfire Prevention and Mitigation Report](#). This report delivered recommendations to reduce public safety hazards associated with catastrophic wildfire and specifically prioritized 35 projects that will protect 200 of California's most wildfire-vulnerable communities. To enable immediate implementation of these 35 priority public safety projects, Governor Newsom proclaimed a [State of Emergency](#) on March 22, 2019. In response to this proclamation, CAL FIRE has requested suspension of the California Environmental Quality Act [CEQA] for the 35 emergency projects.

For each of these 35 projects, CAL FIRE will provide a packet of information containing the following:

- Identification of specific laws to be suspended for each project
- Complete project description including:
 - Brief narrative describing the project and desired accomplishments
 - Project location-map of the area showing areas of treatment
 - Communities to be protected by the project
 - Special considerations regarding ecological or cultural resources
- Description of the Best Management Practices
- Status of California Natural Diversity Database search
- Status of the California Office of Historic Preservation, California Historic Information Centers (CHRIS) archeological database search
- Status of outreach letter transmitted to the Regional Water Quality Control Board (RWQCB)
- Status of outreach letter transmitted to the California Department of Fish and Wildlife (CDFW)
- Verbal outreach communication status with other agencies
- Record of outreach to local governments (could be list of local leaders who have/will receive briefing on the project). Entities to consider could include County, City, Fire Safe Councils, Resource Conservation Districts, local stakeholders and interest groups
- The lead contact person for the project, and contact information

- An estimated start date for the project

Project packet information will be posted on CAL FIRE's website. Additionally, to ensure communication for project activities, CAL FIRE field staff have verbally communicated project objectives with local and regional CDFW and RWQCB staff. Written notification has also been provided. Continual coordination will occur through CAL FIRE's Fire planning process with local stakeholders and cooperators. This process combines local fuel reduction priorities with desired community protection to ensure projects are designed and implemented cooperatively. The fire plan process helps ensure a sharing of resources to facilitate an informed, educated and efficient implementation of priority projects.

Projects implemented under this CEQA suspension will be light touch vegetation removal focused on reducing the vertical and horizontal continuity of fuels. Generally, this means the non-commercial removal of smaller trees in the understory to eliminate ladder fuels, and thinning forests to a density where a crown fire is less likely to occur. A few projects may involve commercial timber harvest and will comply with the California Forest Practice Act and Rules prior to timber operations. Other activities beyond vegetation treatment such as new road construction and watercourse crossing will require site specific CEQA compliance through consultation with pertinent agencies.

In implementing the 35 emergency projects, CAL FIRE and its contractors will utilize CAL FIRE's established protection practices to protect natural and cultural resources while fulfilling the intent of the Executive Order, in addition to Best Management Practices (BMPs) identified by the California Department of Fish and Wildlife (CDFW) and the State Water Resources Control Board and the nine Regional Water Quality Control Boards (Water Boards). Additional BMPs may be implemented on a project-by-project basis as necessary.

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General Best Management Practices

CAL FIRE has a suite of comprehensive natural resource and environmental protection programs. CAL FIRE employs various resource professionals including Registered Professional Foresters, Environmental Scientists, Archeologists, Hydrologists, Soil Scientists, Fire Scientists, and various other experts in natural resource protection. CAL FIRE uses the totality of its resource professionals to ensure environmental protection for any project it undertakes, including fuel breaks. To ensure environmental protection when designing and constructing fuel breaks, CAL FIRE utilizes the standard protection practice of identifying and avoiding sensitive resources. There is a great deal of flexibility in fuel break design and adjusting a fuel break location is often all that is needed to avoid sensitive resources.

The following represent standard Best Management Practices that will be implemented for the 35 projects identified in the report and as directed in the Emergency Proclamation.

1. **Project Notifications:** For each of the 35 projects, CAL FIRE will send letters of notification to the Department of Fish and Wildlife, the relevant Regional Water Quality Control Board, and Native American Tribes. These letters will advise the recipients of the project location, scope and timing, and request that they contact the CAL FIRE Unit implementing the project with any concerns regarding natural and cultural resource protection.
2. CAL FIRE, the local Regional Water Quality Control Board (RWQCB) and the local California Department of Fish and Wildlife (CDFW) will exchange and maintain a current list of contacts and back up contacts for each project area. CAL FIRE should ensure all staff, contractors and sub-contractors have the CDFW and RWQCB contact information and coordination expectations.
3. A Registered Professional Forester (RPF) or their designee will be sufficiently available onsite during project implementation to assist with cultural resource surveys, identification and protection. All resources identified for protection will be flagged, painted or marked prior to operations. The standard practice of resource identification and avoidance will be adhered to for resource protection.

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4. Resource Identification – Project Planning: All protected resources should be flagged, painted, or otherwise marked prior to the start of operations by someone knowledgeable of the resources at risk, their location, and the applicable protection measures to be applied. This work should be performed by a RPF, or their designee.

Cultural Resource Measures

5. Known Cultural Resources Sites: CAL FIRE will avoid damaging known archaeological or historical sites. Information on these sites may be available from the Information Centers of the California Historical Resources Information System within the California Department of Parks and Recreation. CAL FIRE queries this system during project scoping and will also have a RPF or their designee onsite sufficiently during operations to evaluate the presence of cultural resources and ensure cultural resource protection through avoidance.
6. Prior to the start of operations, if any cultural resource sites have been identified within the activity area, identified cultural resource sites will be appropriately marked and locations communicated to operating contractors to ensure protection and avoidance. Confidentiality of cultural resources sites must be maintained with a minimal disclosure of site locations.

Biological Resource Measures

7. Known sites of rare, threatened, or endangered plants or animals should not be disturbed, threatened, or damaged during the construction of a fuel break. Information on some of these sites may be available from the CDFW Natural Diversity Database. CAL FIRE queries this database during project scoping. A RPF or their designee will be sufficiently present onsite during operations to evaluate the presence of biological resources and ensure biological resource protection through avoidance.
8. If any wildlife is encountered during project activities, said wildlife will be allowed to leave the area unharmed and if any listed wildlife is encountered and cannot leave the project site on its own, CAL FIRE

should contact CDFW immediately consult regarding species relocation protocol.

Riparian and Water Quality Measures

9. Tractor or heavy equipment operations shall not be conducted on slopes greater than 50%.
10. Tractor road construction is often not required during fuel break implementation. If necessary, tractor roads shall not be constructed on slopes greater than 40%.
11. New road construction or reconstruction is often not required during fuel break implementation. If necessary, new road construction or reconstruction should not be beyond 600 feet. Any road construction should be kept to a minimum and the appropriate agencies may be notified prior to any new road construction.
12. Tractor or heavy equipment operations should not be conducted on known slides or unstable areas.
13. Heavy equipment operations should not be conducted within the standard width of a Watercourse and Lake Protection Zone (WLPZ; see Table 1), except for maintenance of roads and drainage facilities or structures.
14. Fuel Break activities should not involve watercourse crossings. If watercourse crossings are required, necessary agencies will be notified prior to construction. Crossings will be designed to meet the 100-year flood flow and associated debris standards in the Act and Rules.

Table 1: The WLPZ means a strip of land, along both sides of a watercourse or around the circumference of a lake or spring, where additional practices should be undertaken for protection of the quality and beneficial uses of water, fish, and riparian wildlife habitat, other forest resources, and for controlling erosion. The following table may be used to identify the standard width of a WLPZ:

Procedures for Determining Watercourse and Lake Protection Zone Widths				
Water Class	Class I	Class II	Class III	Class IV
Characteristics or Key Indicator Beneficial Use	1) Domestic supplies, including springs, on site and/or within 100 feet downstream of the operations area and/or 2) Fish always or seasonally present onsite, includes habitat to sustain fish migration and spawning.	1) Fish always or seasonally present offsite within 1000 feet downstream and/or 2) Aquatic habitat for non-fish aquatic species. 3) Excludes Class III waters that are tributary to Class I waters.	No aquatic life present, watercourse showing evidence of being capable of sediment transport to Class I and II waters under normal high-water flow conditions after completion of tree operations.	Man-made watercourses, usually downstream, established domestic, agricultural, hydroelectric supply or other beneficial use.
Protection Width	150 feet	100 feet	25 feet < 30% slope, 50 Feet >30% slope	25 feet < 30% slope, 50 Feet >30% slope

15. Fuel break construction within the standard width of a WLPZ should be designed to avoid impacts to riparian and aquatic function. Class I protection zones involving anadromous salmonid habitat and/or where waterbodies are Clean Water Act section 303(d) listed (impaired) for temperature/sediment should comply with the standard Act and Rules WLPZ protections. Dead or dying trees within a WLPZ should be marked by, or under the supervision of, a RPF prior to tree removal operations. Removal of vegetation within a WLPZ should be limited to situations where it is necessary to create and maintain fuel break function and effectiveness. A CAL FIRE RPF or their designee will determine the necessity for removal of vegetation from within a WLPZ and practices to reduce impacts to biological resources.

16. Shade-producing canopy within WLPZ should be retained where waterbodies are 303(d) listed for temperature.

17. Disturbance and/or creation of bare areas will be avoided or designed to avoid sediment discharge to waterbodies.

18. Avoid removing vegetation from a stream or stockpiling it in the stream bed or on its bank.
19. Avoid removing living native vegetation from the channel, bed, or banks of a stream.
20. If water drafting becomes necessary, drafting sites should be planned to avoid adverse effects to special status aquatic species and associated habitat, in-stream flows, and depletion of pool habitat. Relevant agencies will be notified prior to any water drafting.
21. De-watering streams or other aquatic features should be avoided. No work shall occur within a flowing stream. If there is an unavoidable need, agencies will be consulted prior to any de-watering activities to develop site specific protection measures.
22. During fuel break operations, fuel and hazardous materials will be kept at a sufficient distance from watercourses to provide protection from accidental leaks or spills.
23. Should operations extend into the winter period, as defined by the Act and Rules, limitations on operations related to using saturated roads, stabilizing erodible soils, and installing erosion control measures will be followed.
24. Equipment maintenance will occur outside the WLPZ (according to prescribed protection widths; Table 1).
25. Should pile burning occur, it will not be conducted within 25' of a WLPZ.

Erosion Control and Bank Stabilization

26. Avoid placing spoil on the stream side slope where it could enter the stream, or over vegetation.
27. Locate permanent spoil storage sites away from a stream/lake, to avoid spoil washing back into a stream/lake, and away from where it should cover aquatic or riparian vegetation, intact upland vegetation, and areas documented with sensitive species.

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Chemical Treatment Measures

28. Herbicide will be used sparingly. Should herbicides be used, they will be applied by a licensed applicator in accordance with all applicable state, federal, and local regulations.
29. Herbicide mixing sites should only be located in areas devoid of vegetation, and where there is no potential of a spill reaching a vegetated area or a stream.

Invasive Species Control Measures

30. Fuel break activities will be conducted to avoid introducing or spreading any invasive pests (plant or animal).

Fuel Break Design, Construction and Prescribed Fire

Fuel Break Practices and Protective Measures

A fuel break is generally wide strip of land on which vegetation has been modified so that a fire burning into it can be more readily controlled. Fuel breaks are not designed to stop fire spread, especially during periods of strong winds when fire brands can be blown across these linear features. However, fuel breaks do provide opportunities for firefighting success under less extreme fire weather conditions by providing areas of lower fireline intensities, improved firefighter access, and enhanced fireline production rates. The concept of a fuel break is that fire intensity is reduced by reducing fuel loading. In addition to reducing fire intensity, fuel breaks increase fireline construction rates, reduce the fire-retardant coverage levels required to effectively coat vegetation, and provide for points of access and travel for ground-based firefighters. The lighter fuels, often grasses, associated with fuel breaks, also provide opportunities for indirect fireline construction through backfire or burn-out operations to consume fuel ahead of the spread of the fire.

CAL FIRE commonly designs and constructs fuel breaks in a variety of vegetation types throughout the State. There are multiple objectives that a fuel break can achieve including creating strategic control points to allow firefighters to safely engage a wildfire, improving opportunities to control wildfire in the initial attack phase, and improving opportunity to control a wildfire prior to it reaching homes

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or other assets at risk. In addition, certain fuel breaks can act as part of a community fuel break system to protect the community, wildlife, and other watershed values. Fuel breaks can also be used to improve ingress and egress routes along existing roads and driveways, allowing for safe civilian evacuations and emergency responder access. Despite considerable variability in fuel types there are common design, construction, and environmental protection standards that CAL FIRE may use for all fuel breaks.

Fuel Break Design Standards

31. **Fuel Break Description:** The purpose for protection should be identified and a brief explanation of what is being protected, why it is being protected, and where the protection is specifically needed should be included.
32. **Fuel Break Width and Length:** The fuel break width and length should be sufficient to reduce fire spread and intensity. Width on level ground will vary based on fuel types; i.e., short widths are generally required in grasses (approx. 150 feet) and longer widths are required on forested sites (approx. 300 feet). Variation in width is largely determined by vegetation type, slope, access, and other site-specific needs and objectives. Fuel break length will generally be designed to match the length of the ignition source to the extent feasible, such as along a road or highway.
33. **Fuel Break Connectivity:** Fuel breaks are designed to connect with natural or artificial fire barriers such as large rock outcrops, wet meadows, roads, or areas with low fuel loads or flammability. When possible, fuel breaks favor locations that are linked to road systems to facilitate firefighting access.

Fuel Break Construction

34. **Standard Fuel Treatments:** To diminish the risk and/or rate of fire spread across the fuel break, specific techniques are used suitable to the material being treated (e.g., mowing, prescribed grazing, pruning, vegetation removal, chipping, prescribed burning, and masticating). Treatments focus on dead, diseased, and dying trees before any healthy trees are removed. When healthy trees are removed, the focus is on smaller diameter trees and trees that will help prevent fire from spreading from

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the forest floor into the tree canopy. Large diameter trees may be removed to achieve desired spacing between trees. Large diameter trees with unique structural features that do not pose a safety hazard are often retained to support and promote wildlife species and habitat.

35. Dead Vegetation: Generally, all downed dead trees and shrubs are removed if they are solid (not rotten) and are not yet embedded into the ground. Downed trees that are embedded into soil and which cannot be removed without soil disturbance are left in place.
36. Fuel Break Aesthetics: When possible, fuel breaks are blended into the surrounding environment. This is accomplished by feathering the edges of the fuel break into the adjacent areas for aesthetic purposes.
37. Equipment Use: Soils, site factors, and timing of application should be suitable for any ground-based equipment utilized for creating a fuel break to avoid excessive compaction, rutting, or damage to the soil surface layer. Equipment is used on the contour where feasible. For safety purposes and to protect site resources, treatment methods involving equipment are generally not applied on slopes exceeding 50 percent
38. Maintenance: Future regrowth of natural or planted vegetation is often controlled by pruning, mowing, or other techniques to maintain the specified reduced fuel load. Maintenance activities are generally less costly and time consuming than initial treatment activities.

Prescribed Fire Practices and Protection Measures

CAL FIRE uses a variety of standard practices and protections measure to develop and implement prescribed fire projects. The following represent commonly used prescribed fire practices and protection measures:

39. Burn Plan Development: A burn plan is developed that includes a fire behavior model output of First Order Fire Effects Model and BEHAVE or other fire behavior modeling simulation that predicts fire behavior, calculates consumption of fuels, tree mortality, predicted emissions, GHG emissions, and soil heating. The results of the analysis are included with the burn plan. The burn plan is created with input from the appropriate local CAL FIRE Unit personnel.

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40. Burn Prescription: The prescribed fire burn prescription is designed to initiate a surface fire of sufficient intensity that will only consume surface and ladder fuels while protecting soil resources from direct soil heating impacts.
41. Ignition will occur outside of the WLPZ (according to prescribed protection widths; Table 1).
42. Where feasible, utilize existing roads, trails, and natural fuel breaks for fire lines.
43. Air Quality: Prescribed fire should comply with all local, state, and federal air quality regulations and ordinances. The local Air Pollution Control District or Air Quality Management District will be contacted to determine local requirements.
44. Standard Public Notifications: Approximately two weeks prior to the commencement of prescribed burning operations, the project coordinator will: 1) post signs along the closest major road way to the area describing the activity, timing, and requesting for smoke sensitive persons in the area to contact the project coordinator; 2) publish a public interest notification in a local newspapers or other widely distributed media source describing the activity, timing, and requesting for smoke sensitive persons in the area to contact the local CAL FIRE Unit; and 3) develop a list of smoke sensitive persons in the area and contact them prior to burning.
45. Burn Plan Communications: Prior to the start of operations, CAL FIRE personnel should meet with the project coordinator onsite to discuss resource protection measures. Additionally, the project coordinator should specify the resource protection measures and details of the burn plan in the incident action plan and should attend the pre-operation briefing to provide further information.

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Chaparral

The historical fire regime of chaparral ecosystems of California is significantly different from other vegetative ecosystems in either northern California or southern California. Generally, the ecosystems do not receive the same amount of precipitation or cold months as in other areas of the state.

46. Standard Fuel Treatments: To diminish the risk and/or rate of fire spread across the fuel break, specific techniques are used suitable to the material being treated (e.g., mowing, prescribed grazing, pruning, vegetation removal, chipping, prescribed burning, and masticating). Treatments focus on removing dead, diseased, dying, decadent, or dense trees and chaparral species. When healthy small trees and chaparral species are removed, the focus is on spacing that will help prevent fire from spreading from canopy to canopy. Removal also benefits by increasing growing capacity with an increase in available nutrients, water, and sunlight. Healthier remaining vegetation allows an increased resistance to insect, pathogen and disease outbreaks. Large diameter trees and chaparral plants with unique structural features and located on the outer edges of the fuel break will be retained to support and promote wildlife species and habitat.

47. Vegetation Treatment: Generally, all downed dead trees and shrubs are removed if they are solid (not rotten) and are not yet embedded into the ground. Downed trees and chaparral that are embedded into soil and which cannot be removed without soil disturbance are left in place. Chipping and masticating of dead material is often used as an alternative to removal. Attention will be given to decreasing horizontal continuity of residual vegetation. By chipping and masticating vegetation, root systems are left in place which helps maintain slope stability and mimics the historic fire regime of the area. Chaparral typically burns in stand-replacing fire events, which remove the above-ground vegetation; however, the below-ground material is generally intact, allowing for sprouting and recolonization of the stand immediately following the fire (perturbance) event.

48. Fuel Break Edges: When possible, chaparral fuel breaks are blended into the surrounding environment. This is accomplished by feathering the edges of the fuel break into the adjacent protected areas for aesthetic purposes. The edges of the fuel break will be treated to prepare the fuels outside the fuel break for future use.
49. Chaparral Over Story Canopy Retention: Fuel breaks in the chaparral will retain sparse canopy that varies by width of the fuel break. Larger width fuel breaks will generally have more unique or large chaparral specimens retained in the outer edges. Below is a general guide for canopy retention in chaparral fuel breaks. Distances are from the centerline of the fuel break. The retained canopies will be estimated in the field.
- a. 0-150 feet: retain 0% or more of over story canopy
 - b. 150-250 feet: retain 5% or more of distributed over story canopy
 - Greater than 250 feet: retain 10% or more of distributed over story canopy
50. Equipment Use: Soils, site factors, and timing of application should be suitable for any ground-based equipment utilized for creating a fuel break to avoid excessive compaction, rutting, or damage to the soil surface layer. Equipment is used on the contour where feasible. For safety purposes and to protect site resources, treatment methods involving equipment are generally not applied on slopes exceeding 50 percent.
51. Maintenance: Future regrowth of natural or planted vegetation is often controlled by pruning, removal, mowing, or other techniques to maintain the specified reduced fuel load.
52. Be designed to prevent vegetation type conversion, specifically in sensitive habitats such as chaparral and coastal sage-scrub.
53. Tractor or heavy equipment operations should not be conducted on slopes greater than 50%.
54. Tractor or heavy equipment operations should not be conducted on known slides or unstable areas.

55. Fuel break construction within the standard width of a WLPZ is designed to avoid impacts to riparian and aquatic function. Dead or dying trees within a WLPZ should be marked by, or under the supervision of, a Registered Professional Forester prior to tree removal operations. Removal of vegetation within a WLPZ should be limited to situations where it is necessary to create and maintain fuel break function and effectiveness. A RPF or their designee will determine the necessity for removal of vegetation from within a WLPZ.

Implementation Monitoring

Maintenance

CAL FIRE will continue to work with local stakeholders and cooperators through the normal Fire Planning process to ensure maintenance of fuels breaks. This will involve a combination of local planning and prioritization, identification of funding options and project level development, coordination and implementation.

Maintenance that involves chemical treatments will require consultation with a licensed pesticide control advisor (PCA). No chemical treatments should occur within the WLPZ.

Monitoring

CAL FIRE will ensure implementation monitoring occurs to determine whether the required BMPs were applied to the project as specified and planned. Implementation monitoring tracks whether a given practice was successfully applied from project planning through completion. Its purpose is to ensure that proposed work was successfully completed as designed.

The monitoring checklist below will be used to document field-related BMP implementation as follows:

- E (Exceeds BMP standards)
- A (Acceptable)
- D (Departure from BMP standards)
- N/A (Not Applicable)

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Main implementation monitoring categories for the checklist will include water quality-related BMPs, wildlife-related BMPs, cultural resource-related BMPs, and vegetation/slash treatment-related BMPs:

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Observer(s):	Project #	Date:
Implementation Ratings: E (exceeds BMP standards), A (acceptable), D (departure from BMP standards), N/A (not applicable)		
BMP Description	Rating	Comments
Water Quality-Related		
No tractor use on slopes >50%		
Tractor roads not constructed on slopes >40%		
New road construction or reconstruction ≤ 600 ft.		
No tractor use not on unstable areas or known slides		
Heavy equipment use limited to areas outside of FPR WLPZs where possible, and designed to avoid riparian impacts		
Fire breaks, roads, skid trails capable of generating runoff and discharging to watercourse drained with waterbars		
During dry conditions, native surface roads wetted/treated for dust		
WLPZ vegetation removal limited to areas necessary to create or maintain fuel break function and effectiveness		
Heavy equipment use on slope contours where feasible		
Wildlife-Related		
Known sites of rare, threatened, or endangered plants or animals not disturbed, threatened, or damaged during construction		
Non-disturbance buffers established around nests discovered during surveys conducted, if vegetation to be removed Feb 1-Aug 31		
Living vegetation removal from channel, bed, or banks avoided		
Water drafting limited to sites approved by agencies		
No de-watering of watercourse channels during construction work		
Equipment fueling and hazardous material use done outside of WLPZs		
Cultural Resources-Related		
Fuel break construction and other heavy equipment use avoids disturbance of significant archaeological or historical sites		
Fuel/Slash Treatment-Related		
Slash treatment designed to reduce fire hazard and potential insect attack in fuel break areas		

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Appendix. Additional Best Management Practices That May be Applicable

This section serves as a source of additional environmental protection actions that CAL FIRE may take to protect sensitive resources. This section may be used by CAL FIRE when resources not identified through the pre-defined environmental compliance process are encountered in the field, or additional protection is desired. The purpose is to provide examples to the public and a guide to the field of potential best management practices that may be implemented during the project in consultation with other agencies. These BMPs are in addition to those developed in the document. They were developed in consultation with regional staff at the Department of Fish and Wildlife and the Regional Water Quality Control Boards.

This library is organized into three sections: General Best Management Practice Recommendations, contains BMPs that may apply to projects and habitat types depending on the actual project description; Erosion Control; Best Management Practice Recommendations by Activity Type are tailored to each project activity type that may occur across all 35 projects, independent of habitat type. Field review of the specific project sites by CAL FIRE Registered Professional Foresters and staff resource professionals will determine the need for additional best management practices. The following list is not intended to be all inclusive and additional site specific BMPs may be developed or omitted on a project by project basis as necessary.

1. General Best Management Practice Recommendations

Upland Habitat Protection

To avoid impacts to nesting birds and/or raptors:

Remove all temporary flagging, fencing, trash, debris, and/or barriers from the project site upon completion of project activities.

- Habitat elements (nest trees, downed logs and woody debris, cavities and tree hollows, snags, large dead branches, etc.) that provide valuable habitat may be identified and retained where no immediate risk to infrastructure exists.

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Aquatic Habitat Protection

- Avoid removing vegetation from the stream or stockpiling it in the stream bed or on its bank. The sites selected on which to push this material out of the stream should be selected based upon least damaging impacts to resources including sensitive uplands resources. Retain downed woody debris on upland slopes to hold soils.
- Avoid removing living native vegetation from the channel, bed, or banks of the stream.
- If water drafting becomes a necessary component of the proposed subsequent activity, drafting sites should be planned to avoid adverse effects to special status aquatic species and associated habitat, in-stream flows, and depletion of pool habitat. Fit pump intakes placed in stream/lake water with (1/8) inch or smaller mesh screens for January 1, through March 30, and (1/4) inch or smaller mesh screens thereafter.
- De-watering streams or other aquatic features have the potential for significant impacts to sensitive biological resources that may result in persistent impacts to threatened and endangered species and should not be conducted unless deemed necessary for project implementation. This decision may be made in consultation with CDFW and the relevant RWQCB. Both agencies will provide timely site-specific recommendations and possible alternatives during these consultations.
- When work in a flowing stream is unavoidable, divert the entire stream flow around the work area by a barrier, temporary culvert, new channel, or other means. Begin construction of the barrier and/or the new channel in the downstream area and continue in an upstream direction and divert the flow only when construction of the diversion is completed. Channel bank or barrier construction should be adequate to prevent seepage into or from the work area. Construct diversion berms of onsite alluvium of low silt content, inflatable dams, sand bags, or other similar materials. Avoid making channel banks or barriers of earth or other substances subject to erosion unless first enclosed by sheet piling, rock rip-rap, or other protective material. Remove the enclosure and the supportive material when the work is completed; normally proceed from downstream in an upstream direction.
- Divert flows in a manner that prevents pollution and/or siltation and provides flows to downstream reaches. Provide flows to downstream during all times that the natural flow would have supported aquatic life. Ensure flows are of sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion. Restore

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normal flows to the affected stream immediately upon completion of work at that location.

- Contain sediment and reduce stream turbidity when the work area(s) are rewatered. Install an appropriate sediment control device downstream of the work area to filter sediment. Recommended materials include silt fence, straw bales, or other appropriate devices to prevent sediment runoff during rewatering activities. Keep silt control in place only until the water running through the work area is clear of sediment.
- Recommend no direct ignition within the WLPZ or ELZs. However, it is acceptable for a fire to enter or back into a WLPZ's or ELZ's.
- Shade-producing canopy should be retained where waterbodies are 303(d) listed for temperature. CAL FIRE should notice the appropriate Regional Water Board prior to operations.
- Disturbance and/or creation of bare areas should be designed to avoid sediment discharge to waterbodies.
- Recommend seeking advice from the relevant RWQCB prior to operations for project activities with potential to impact waterbodies that are 303(d) listed as impaired due to sediment.
- Water drafting locations associated with surface waters should be designed to prevent overflow from transporting sediment to the waterbody.
- Water drafting locations should be designed to prevent petroleum products from entering the waterbody.
- All in-stream work, including armoring of banks using unanchored wood structures should be completed in accordance with techniques in the California Salmonid Stream Habitat Restoration Manual. The most current version of the manual is available at: <https://www.wildlife.ca.gov/Grants/FRGP/Guidance>. The placement and construction of such in-stream structures to persist when subjected to large flood events.

2. Erosion Control

- No high ground pressure vehicles should be driven through project areas when soils are wet and saturated to avoid compaction and/or damage to soil structure. Indicators of saturated soil conditions may include, but are not

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limited to: (1) areas of ponded water, (2) pumping of fines from the soil or road surfacing material during timber operations, (3) loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, (4) spinning or churning of wheels or tracks that produces a wet slurry, or (5) inadequate traction without blading wet soil or surfacing materials.

- Recommend not using heavy equipment on slopes exceeding 65 percent or on slopes greater than 50 percent where the erosion hazard rating is high or extreme.
- Angular, energy dissipating rock slope protection that is properly sized to withstand wash out during peak flows should be installed where appropriate. Only clean material such as rock riprap that is free of trash, debris and deleterious material is to be used as bank stabilization. Asphalt is not an acceptable material.
- Where applicable CDFW recommends the use of bioengineering techniques in the development of stabilization features. The channel should not be narrowed as a result of bank repairs, and features that modify the natural stream gradient (as measured on a longitudinal profile) should not be installed in the channel.
- Non-erodible materials, such as coconut fiber matting, should be used for bank stabilization. Monofilament erosion control materials can trap and kill wildlife.
- Recommend avoid discharging silty/turbid water from dewatering or other activities into the stream. Discharged water should be settled, filtered, or otherwise treated prior to release.
- Recommend avoid placing spoil on the stream side slope where it could enter the stream, or over vegetation.
- Locate permanent spoil storage sites away from a stream/lake, to avoid spoil washing back into a stream/lake, and away from where it should cover aquatic or riparian vegetation, intact upland vegetation, and areas documented with sensitive species.

Construction of Roads and Crossings

- The following crossings type options are recommended:

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Use	Presence of fish or water	Type options
Permanent	Fish Bearing	bridge, plate arch, CMP, rocked ford
	Wet during operations	CMP, vented ford
	Dry during operations	rocked ford
Seasonal	Fish Bearing	bridge, plate arch, CMP, rocked ford
	Wet during operations	bridge, CMP, Vented ford
	Dry during operations	rocked ford
Temporary	Fish Bearing	bridge, CMP with rock fill, Spittler, rocked ford
	Wet during operations	bridge, CMP with rock fill, Spittler
	Dry during operations	rocked ford, Spittler
Tractor/Skid	Fish Bearing	bridge, CMP with rock fill, Spittler
	Wet during operations	Bridge, CMP with rock fill, Spittler, Humboldt
	Dry during operations	rocked ford, Spittler, Humboldt, dipped
Seep/wet area	-	French drain, burrito, rocked ford, CMP
Definitions: CMP = Corrugated metal pipe. Plate arch = Half metal pipe with concrete footings and natural channel inside. Vented ford = "Vented ford", Armored ford with CMP to carry low flows. Entire ford is built to carry 100-year flows over top. Spittler = Log fill crossing topped with straw layer and native soil for running surface; may include CMP for flow. Humboldt = Log fill with native soil for running surface. Dipped = Native dirt fill, use then dip/blade out fill when done. Burrito = Rock fill surrounded by filter fabric under road base, burrito shape. Corduroy = Single layer of logs on ground, can have filter fabric layer under logs. French drain = Perforated pipe surrounded by rock and filter fabric.		

- Where new roads are installed, construction should not exceed 600' in length per project. Operational standards provided in the Act and Rules for Forest Fire Prevention Exemption road construction (Title 14 CCR 1038.3) will apply.
- Recommend avoiding work in perennial watercourses during rain events and high flows to protect salmonids and special-status amphibians. Follow the Act

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and Rules (or similar design standard, e.g., Pacific Watershed Associates) for rural road sediment control. Recommend avoid work in the winter season.

- When operations require moving of equipment across a flowing stream, conduct such operations without increasing stream turbidity. For repeated crossings, install a bridge, culvert, or rock-fill crossing. Crossings should meet the 100-year flood flow and associated debris standard in the Act and Rules. Crossing installation should not occur during the winter period as defined in the Act and Rules.
- Culverts should be properly aligned within the channel and otherwise engineered, installed and maintained, to resist washout and erosion of the stream bed, stream banks and/or fill; embedded below the natural channel grade to facilitate substrate deposition on the culvert floor; and passable to fish. Culvert backfill material should be free of rocks, limbs or other debris that could dent the pipe or allow water to seep around the pipe.
- It is recommended that culvert fill length, width, and height dimensions not exceed those of the original design/installation or the original naturally occurring topography, contour, and elevation.
- It is recommended that fill within a watercourse be limited to the minimal amount necessary to accomplish the project activities.
- Move structures and associated materials not designed to withstand high water flows to areas above high water before such flows occur.
- Recommend avoid impairing water flow (velocity and low flow channel width) when installing bridges, culverts, or other structures. Place bottoms of temporary culverts at or below stream channel grade, and bottoms of permanent culvert below stream channel grade.
- Size storm drains lines/culverts adequately to carry peak storm flows for the drainage to one outfall structure. Properly align the storm drain lines/culverts and the outfall structure within the stream and otherwise engineer and install to assure resistance to washout, and to erosion of the stream bed, stream banks and/or fill. Dissipate water velocity at the outfall, to reduce erosion.
- Bridges are the preferred crossing type for fish-bearing Class I watercourses. Where bridges are used, they should be constructed as clear span bridges without abutment fills below the ordinary bankfull stage. Abutments within the bankfull stage should be armored with rock rip-rap sized to withstand displacement by expected flows. Bridges should be set high enough to pass the entire 100-year peak flow and floating debris. Log stringer bridges may

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be used, but all surfacing material should be clean rock if the surface material is not otherwise planked, plated, or paved. Bridge abutments and slope protection should not constrict the channel.

- Project design may include use flatcars, log stringers, plate, or other clear-span designs as temporary bridges. Temporary bridges should be removed by the end of the work period in each year. Fills for abutments below bankfull stage should be log and/or rock. Log stringer bridges should be surfaced with filter fabric or straw, under a road surface layer of rock, to prevent surface material from entering channel during use.
- Bottomless arch culverts or embedded culvert design methods (i.e., stream simulation or active channel design) in accordance with the "Culvert Criteria for Fish Passage" found as Appendix IX-A of the California Salmonid Stream Habitat Restoration Manual (<https://www.wildlife.ca.gov/Grants/FRGP/Guidance>) are recommended. Bottomless culverts meeting the culvert width criteria in the manual and culvert footings should be deep enough to avoid scour exposure.
- Inspect all crossings appurtenant to proposed operations at least once after October 15th following the first storm event producing bankfull stage prior to completion of operations. The inspection should ensure that crossings are functioning as designed, road approaches hydrologically disconnect the road prism from waters, and the fine sediment present on road approach surfaces is prevented from delivery to streams.
- Culverts designed to pass the estimated 100-year flood flow, including debris and sediment loads, without overtopping or diverting. Culvert sizing factors should include transportation of bedload and the abundance and size of woody debris likely to be introduced to the stream upstream of the culvert crossing.
- Culverts and their outfall structures should be aligned with the stream channel, as wide as or wider than the channel width, and should be placed with the bottom set at or slightly below the natural streambed elevation to the maximum extent feasible.
- If culverts cannot or will not be set to grade, they should have downspouts and/or energy dissipators below the outfall as needed to effectively control erosion. If half-round downspouts (flumes) are used, they should be placed in line with the culvert, sized larger than the culvert and of sufficient size to accommodate entire anticipated stream flow. Downspouts should be securely attached to the culvert and staked or otherwise anchored to the fill slope.

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- Culverts should extend lengthwise completely beyond the toe of fill.
- Sediment depositions in the stream channels at the inlets of the culvert should be excavated and disposed of at a location and in a manner where sediment should not enter into the waters of the State.
- During crossing removal, recreate the natural channel grade and orientation, with a channel bed that is as wide as or slightly wider than the original watercourse.

Pollution

- To the maximum extent feasible confine parking, material storage areas, and equipment storage outside of the river or stream channel and on previously disturbed areas.
- Prevent debris, soil, silt, sand, bark, slash, sawdust, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from any logging, construction, or other associated project related activity from contaminating the soil and/or entering into or placed where it may be washed by rainfall or runoff into, waters of the State. When operations are completed, remove any excess materials or debris from the work area. Recommend avoid depositing rubbish within 150 feet of the high-water mark of any stream or lake.
- Recommend avoid pouring cement and concrete within 150 feet of a stream if precipitation is predicted within 24-hours. Recommend avoid pouring cement in or near a flowing stream, to reduce the potential for significant adverse impacts to the stream, water, or biota.
- Check and maintain any equipment or vehicles driven and/or operated within or adjacent to the stream/lake daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.
- Position stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake over drip pans. Stationary heavy equipment needs suitable containment to handle a catastrophic spill/leak. Locate clean up equipment such as extra boom, absorbent pads, skimmers, on site prior to the start of activities adjacent to the streambed or lake.

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- Install necessary containment structures to control the placement of wet concrete and to prevent it from entering into the channel outside of those structures.

Invasive Species

- Where applicable, work should begin in the non-infected area and progress towards the infected area to minimize spread of pests around the activity site.
- To reduce the spread of new invasive plants, use certified weed-free straw and mulch.

3. Activity-Specific Best Management Practice Recommendations

These project-specific BMPs are tailored by CDFW to each project activity type that may occur across all 35 projects, and independent of habitat type.

Herbicide

- Herbicides should be applied by a certified pest control applicator per the label, following all applicable laws and regulation.

Mechanical Removal

- Tractor or heavy equipment operations should not be conducted on slopes greater than 50%.
- Tractor roads should not be constructed on slopes greater than 40%.
- Tractor or heavy equipment operation should not be conducted on known slides or unstable areas.
- Heavy equipment should not be conducted within the standard WLPZs.
- Should operations extend into the winter period, as defined by the Forest Practice Act and Rules, limitations on operations related to using saturated roads, stabilizing erodible soils and installing erosion control measures may be followed.
- Equipment maintenance should occur outside the WLPZ.

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EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS

1. Invoicing and Payment

A. For services satisfactorily completed in accordance with the terms and conditions stated herein, and upon receipt and approval of the invoice(s), the County agrees to compensate the Contractor for actual expenditures incurred up to the maximum Contract amount of \$940,171 which is the calculated amount involving Direct (H 1) and Indirect Costs (H 2) for Fire Safe Council responsibilities regarding the Ponderosa West Grass Valley Defense Zone Priority Project as identified below and on the Exhibit B Attachment 1.

1. Item A.3 – Coordination Fire Safe Council at a total of \$3,125
2. Item C.2 – Contractual Obligations pertaining to hiring of a registered professional forester, Mastication & Chipping, and other authorized prescription, at a total of \$822,046
3. Item I.1 – Indirect Costs of \$115,000

As this project develops into the large scale operations phase, this contract may, upon mutual agreement of the Parties, be amended to include Ponderosa West Grass Valley Defense Zone Main Project Items. The amount of \$940,171 includes the maximum amount of monies for this 300 acres of fuels reduction services within the Ponderosa West Grass Valley Defense Zone Priority Project, ending on 3/30/2022.

B. The contractor shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to County of Nevada for cost incurred pursuant to the agreement. In addition, each invoice shall contain the following information:

The Cal Fire agreement number (8CA04542).

- 1) The dates or time-period which the invoiced costs were incurred.
- 2) Description of service, quantity, rate, and total for the current invoice.
- 3) Certified Small Business or DVBE #.

C. Invoice(s) shall be submitted to:

County of Nevada Emergency Services
Attention: Program Manager
950 Maidu Ave.
Nevada City, CA 95959

EXHIBIT "B", Attachment 1

Ponderosa West Grass Valley Defense Zone Priority Project Budget

ALL HAZARDOUS VEGETATION ACTIVITIES SHALL NOT PROCEED UNTIL CEQA FINDINGS HAVE BEEN REVIEWED AND ADOPTED BY THE COUNTY OF NEVADA BOARD OF SUPERVISORS

Tracking #: 18-FP-NEU-1071		
Project: Ponderosa West Grass Valley Defense Zone		
Budget Category	Item Description	Project
		Ponderosa Priority
A. Salaries and Wages		
1	Grant Management (Fire Safe Council) - Amount Includes matching requirement	\$ -
2	Grant Management (County of Nevada) - Amount Includes matching requirement	\$ 7,600.00
3	Coordination - Fire Safe Council - Amount includes matching requirement	\$ 3,125.00
4	Coordination (County of Nevada) - Amount includes matching requirement	\$ 7,200.00
Sub-Total Salaries and Wages: (Amount includes matching requirement)		\$ 17,925.00
B. Employee Benefits		
1	Grant Management-Fire Safe Council - Amount includes matching requirement	\$ -
2	Grant Management (County of Nevada) - Amount includes matching requirement	\$ 3,600.00
3	Coordination-Fire Safe Council - Amount includes matching requirement	\$ -
4	Coordination (County of Nevada)- Amount includes matching requirement	\$ 3,900.00
Sub-Total Employee Benefits:		\$ 7,500.00
C. Contractual		
1	Registered Professional Forester (Fire Safe Council) - No Match Required - Ponderosa Main	\$ -
2	Mastication & Chipping (Fire Safe Council) - No Match Required - Ponderosa Priority - Priority includes Forrester and all Contract services	\$ 822,046.00
3	CEQA (County of Nevada) - No Match Required	\$ 32,529.00
Sub-Total Contractual:		\$ 854,575.00
D. Travel & Per Diem:		
1		\$ -
2		\$ -
3		\$ -
Sub-Total Travel & Per Diem:		\$ -
E. Supplies		
1		\$ -
2		\$ -
3		\$ -
Sub-Total Supplies:		\$ -
F. Equipment		
1	Vermeer BC1000XL Brush Chipper (County of Nevada) - No Match Required	\$ -
2		\$ -
3		\$ -
Sub-Total Equipment:		\$ -
G. Other Costs		
1		\$ -
2		\$ -
3		\$ -
Sub-Total Other Costs		\$ -
H. Sum of Direct Costs (Inc Equipment)		
1	Fire Safe Council	\$ 825,171.00
2	County of Nevada	\$ 54,829.00
Sub-Total Other Costs		\$ 880,000.00
I. Indirect Costs (Excluding Equipment)		
1	Fire Safe Council	\$ 115,000.00
2	County of Nevada	\$ 5,000.00
Sub-Total Other Costs		\$ 120,000.00
Total Grant Proposed Costs (Including Match)		\$ 1,000,000
J. Matching Requirements (in-kind)		
1	Property Owners - Matching (Volunteer) - Fire Safe Council Resp. to Coordinate	\$ -
2	Fire Safe Council - Employee Costs	\$ -
3	County of Nevada - Employee Costs	\$ -
4	Fire Safe Council - Employee Benefits	\$ -
5	County of Nevada - Employee Benefits	\$ -
Total Grant Proposed Costs (Matching Inkind Costs)		NA

EXHIBIT "C"
SCHEDULE OF CHANGES

Section 5, page 2 (Time of the Essence) is hereby amended and replaced in its entirety as follows:

5. Time of the Essence:

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

Failure of Contractor to proceed promptly within the required time, or to maintain an agreed upon schedule and failure of Contractor to remedy such condition within thirty (30) days' notice from County shall constitute a material breach of this Agreement.

If in the opinion of the County, Contractor's performance indicates that they are unlikely to complete the project within the prescribed period, the County shall seek adequate assurances from Contractor that the services will be completed within the prescribed period. If adequate assurances are not provided, County reserves the right to reduce the contract size and complete the remainder of the project with other Contractors. In such case, Contractor shall be paid for services rendered up to that point.

Section 7, page 3 (Automobile Liability Insurance) is hereby amended and replaced in its entirety as follows:

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

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

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

To the extent of personal vehicles are utilized by Contractor in furtherance of this Agreement, Contractor will ensure personal vehicles are covered under their General Liability Insurance of not less than \$1,000,000.00 policy for any work conducted involving the Ponderosa West Grass Valley Project job site.

Section 8, page 3 (Worker's Compensation) is hereby amended and replaced in its entirety as follows:

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

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

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

To the extent Contractor utilizes volunteers in furtherance of the services required herein, Contractor shall include each volunteer under Contractor's Worker's Compensation policy.

Section 11, page 4 (Indemnity) is hereby amended and replaced in its entirety as follows:

11. Indemnity:

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

To the extent Contractor utilizes subcontractors to perform any of the services or obligations required under this Agreement, Contractor shall indemnify and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, non-compliance with the terms and conditions of this Agreement, or error or omission, of each subcontractor.

Section 12, page 4 (Contractor as Independent) is hereby amended and replaced in its entirety as follows:

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County or CAL FIRE, and that any person or persons employed, hired, or subcontracted by the Contractor to aid or assist in carrying out the work to be performed under this contract shall not be employees of the County or CAL FIRE.

Section 13, page 4 (Assignment and Subcontracting) is hereby amended and replaced in its entirety as follows:

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County.

The Parties understand and agree that Contractor may subcontract out for the fuels reduction services required to be performed by Contractor under this Agreement. 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 cause and require all subcontractors hired by Contractor to comply with all terms, conditions, obligations, and requirements applicable to Contractor under this Agreement. Failure of Contractor to so cause and require such compliance by each subcontractor shall constitute a Material Breach of this Agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Section 23, page 6 (Entire Agreement) is hereby amended and replaced in its entirety as follows:

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties. Contractor shall make no claim for extra work or extra materials unless so agreed to. All work or materials furnished hereunder shall at all times be subject to the inspection and approval of the County.

Section 28 is hereby added to read as follows:

28. Political Activities

Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

Section 29 is hereby added to read as follows:

29. Non-Profit Status

Contractor warrants that it is registered as a non-profit corporation and possesses a "Letter of Good Standing" from the California Secretary of State, and further warrants and covenants that it will keep its non-profit status in good standing and in effect during the term of this contract.

Section 30 is hereby added to read as follows:

30. Environmental Liability Insurance

In addition to the insurance policy requirements set forth in Sections 6 through 10, Contractor shall provide Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Contract. Coverage shall be provided for both work performed on site as well as proper disposal of hazardous materials. Limits of not less than \$1,000,000 shall be provided.

Section 31 is hereby added to read as follows:

31. Force Majeure

Either Party shall be excused for failure to perform the services required herein if such performance is prevented by acts of God, strikes, labor disputes, or other forces over which the Party has no control.