



# RESOLUTION No. 22-518

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

**RESOLUTION APPROVING THE CONTRACT BETWEEN THE FIRE SAFE COUNCIL OF NEVADA COUNTY AND NEVADA COUNTY OFFICE OF EMERGENCY SERVICES FOR THE CAL FIRE CALIFORNIA CLIMATE INVESTMENTS FIRE PREVENTION GRANT FOR THE 20-FP-NEU-0242 SOUTH COUNTY FUEL BREAK PROJECT IN THE AMOUNT OF \$901,578 WITH AN IN-KIND MATCH REQUIREMENT OF \$85,620 FOR USE DURING THE PERIOD SEPTEMBER 27, 2022 THROUGH DECEMBER 31, 2024, AUTHORIZING THE DIRECTOR OF EMERGENCY SERVICES TO EXECUTE THE CONTRACT, AND AMENDING THE FISCAL YEAR 2022/23 EMERGENCY SERVICES BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, the California Department of Forestry and Fire Protection (CAL FIRE) released Fire Prevention Grant Program - California Climate Investments funding to reduce the risk of wildland fires to habitable structures and communities, while maximizing carbon sequestration in healthy wildland habitat and minimizing the uncontrolled release of emissions emitted by wildfires; and

WHEREAS, fuels reduction, which encompasses a range of forest management activities, including thinning, treating surface fuels with prescribed fire, mechanical methods, manual methods, and grazing, can reduce potential fire intensity; and

WHEREAS, the County of Nevada Office of Emergency Services applied for the Fire Prevention Grant Program - California Climate Investments on March 1, 2021 submitting the South County Shaded Fuel Break Project; and

WHEREAS, the South County Shaded Fuel Break project was identified as a top priority in the Nevada-Yuba-Placer Unit Plan (Unit Plan). It is a 339-acre project and will serve as a vital wildfire holding point and key evacuation route for residents. The fuel break is strategically designed to provide egress for a highly populated wildland urban interface (WUI) region and avoid a severe wildfire, while providing firefighters a place to defend lives and property from a wildfire; and

WHEREAS, on September 8, 2021 CAL FIRE awarded the grant for the South County Shaded Fuel Break (20-FP-NEU-0242) to the County of Nevada; and

WHEREAS on December 14, 2021 CAL FIRE accepted the CAL FIRE grant for the South County Shaded Fuel Break (20-FP-NEU-0242) to the County of Nevada in Resolution SR21-0898.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California, hereby approves the contract between Fire Safe Council of Nevada County for the CAL FIRE California Climate Investments Fire Prevention Grant for the South County Shaded Fuel Break Project (20-FP-NEU-0242) in substantially the form attached hereto in the amount of \$901,578.00 provided by CAL FIRE and an in-kind match valued at \$85,620, for the term of September 27, 2022 through December 31, 2024, authorizes the Director of Emergency Services, or their designee, to execute the Grant Agreement and all additional documents required to fulfill the requirements of the grant on behalf of the County of Nevada, and amends the Office of Emergency Services Fiscal Year 2022/23 Budget as follows:

Increase:		
0101-20702-415-1000	445200	\$901,578
0101-20702-415-1000	532205	\$901,578

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of September, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.  
Noes: None.  
Absent: None.  
Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Susan K. Hoek, Chair

9/27/2022 cc: CEO\*  
AC\*

**Administering Agency:** Nevada County Office of Emergency Services

**Contract No.** 22-518

**Contract Description:** **South County Shaded Fuel Break Project**

**PROFESSIONAL SERVICES CONTRACT**

**THIS PROFESSIONAL SERVICES CONTRACT** ("Contract") is made at Nevada City, California, as of September 27, 2022 by and between the County of Nevada, ("County"), and Contractor("Contractor"), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed nine hundred and one thousand five-hundred and seventy-eight dollars (\$901,578.00) with a match requirement of in-kind or hard match of eighty-five thousand six-hundred and twenty dollars (\$85,620).**
3. **Term** This Contract shall commence on, 9/27/2022. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 12/31/2024.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the

satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

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

9. **Relationship of Parties**

9.1. **Independent Contractor**

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

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of the County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

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

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the "Indemnifying Party") hereby agrees to protect, defend, indemnify, and hold the other Party (the "Indemnified Party"), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party's negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.

13. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial

first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

Contractor without additional compensation. Contractor's personnel, when on the County's premises and when accessing the County network remotely, shall comply with the County's regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize the County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by the County's Chief Information Officer or his/her designee.

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
  - Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
  - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
  - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
  - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization

awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.

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

19. **Financial, Statistical and Contract-Related Records:**

19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

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

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

- C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photo-stating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
  - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
  - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.



23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 19, Termination.
26. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each party waives any Federal court removal and/or original jurisdiction rights it may have.
27. **Compliance with Applicable Laws** Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.
28. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
  - B. Contractor will immediately notify of any serious and credible active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
  - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
29. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage

prepaid, and addressed to the parties as follows:

**COUNTY OF NEVADA:**

Nevada County  
Office of Emergency Services  
Address: 950 Maidu Ave.  
City, St, Zip Nevada City, CA 95959  
Attn: IGS Admin  
Email: IGSAdmin@co.nevada.ca.us  
Phone: (530) 265-1238

**CONTRACTOR:**

Fire Safe Council of Nevada County  
Address: 143B Spring Hill Drive  
City, St, Zip Grass Valley, CA 95945  
Attn: Jamie Jones  
Email: jamie@areyoufiresafe.com  
Phone: 530-272-1122

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

Executed as of the day first above stated:

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

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

**COUNTY OF NEVADA:**

By: *Craig Griesbach* Date: 11/16/2022  
Craig Griesbach (Nov 16, 2022 12:22 PST)

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

Approved as to Form – County Counsel:

By: *KElliott* Date: 11/16/2022  
KElliott (Nov 16, 2022 09:18 PST)

**CONTRACTOR: Fire Safe Council**

By: *Jamie Jones* Date: 11/09/2022

Name: Jamie Jones

\* Title: Executive Director

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

**Exhibits**

Exhibit A: Scope of Work, Detailed Project Specifications, Site Map & Fire Prevention Plan

Exhibit B: Schedule of Charges and Payments

Exhibit C: Project Budget

Exhibit D: Contractor / Rental – “Not to Exceed” Rates

Exhibit E: Insurance Requirements

Exhibit F: Additional Terms & Conditions

**Appendices**

Appendix A - Advance Payment Request and Accountability Report

## EXHIBIT A - SCOPE OF WORK

### Project Summary

The South County Shaded Fuel Break (Project) is identified as a top priority in the Nevada-Yuba-Placer Unit Plan (Unit Plan). The Project, adjacent to Alta Sierra and southeast of Grass Valley and Nevada City, and north of the community of Lake of the Pines, is a 150 ft wide roadway shaded fuel break along two critical access points to State Highway 49, which is considered by the Circulation Element of the Nevada County General Plan to be a principal artery for evacuation. The fuel break will run east-west on Lodestar Road to Buck Mountain between state Highway 49 and Dog Bar Road along 9 miles encompassing 339 acres. Treatment will involve thinning vegetation and removing ladder fuels and will include 226 private parcels, whose total improvement values equate to \$169,369,752.

The Project as detailed in this Scope of Work (SOW) will consist of five tasks: (1) Outreach; (2) Engagement of Property Owners; (3) Provision and Documentation of Match; (4) Implementation; and (5) Management of Grant Deliverables to be completed by the Fire Safe Council of Nevada County (Contractor) under the oversight of County of Nevada.

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

### **Task 1: Outreach.**

Under the Project the Fire Safe Council (Contractor) shall work to increase public education and awareness in support of ecologically sensitive and economically efficient vegetation management activities. Outreach services shall be sufficient in scope to ensure adequate information is available to all property owners within the Project area. This includes information on the fuels reduction services available to eligible parcel owners, the process for accessing and inspecting the parcels to evaluate the fuels reduction needs, required forms and agreements, and maintenance requirements. See the following tasks for details on specific information to be made available to the public.

#### *1.1 Outreach Plan*

Contractor will provide County of Nevada an *Outreach Plan* within fifteen (15) days of executing the Agreement, including a budget corresponding with the *Outreach Plan*, which shall be approved by the County. Contractor will be responsible for conducting

outreach and education for this project that will include direct contact with property owners within the project footprint as well as general project promotion.

### *1.2 Project Signage.*

Prior to commencing any on-the-ground activities (see Obj. 4), Fire Safe Council of Nevada County shall install appropriate acknowledgement/recognition signage at the project site. Per the provisions in accordance with Grant Number 5GG20116, the signage shall contain the California Climate Investments and CAL FIRE logos, as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection’s Fire Prevention Program as part of the California Climate Investments Program.”

A draft of the acknowledgement shall be provided to the County of Nevada who will provide it to the STATE for approval prior to finalization. Guidance on California Climate investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at: [www.caclimateinvestments.ca.gov/logo-graphics-request](http://www.caclimateinvestments.ca.gov/logo-graphics-request).

### *1.3 Project Branding*

The Contractor shall develop project branding for the South County Shaded Fuel Break Project. Previous shaded fuel break branding may be updated for this project to ensure consistency around branding for fuel reduction partner projects between the County and Contractor. The Contractor shall provide branded materials to the County to promote cross-leveraging and cohesive public messaging.

### *1.4 Webpage*

A project-specific webpage shall be developed and hosted on the Contractor’s website that includes the following information:

- a) “About the Grant” Section
- b) Frequently Asked Questions Section
- c) Direct Contact Information (email and phone) for the Contractor’s Project Manager

### *1.5 Media Coverage*

Contractor shall submit press releases to local media to share information about

the start of the project and subsequent releases to share project progress. Contractor shall arrange for local media to tour the project during and after the project has been completed to keep the community informed of project milestones. Contractor shall apprise the County a minimum of three days in advance of any proposed media coverage so that the County may coordinate complementary dissemination of project information to the public.

### *1.6 Public Workshop*

The Contractor shall host a public workshop to increase the visibility of the project, to serve as a media opportunity, and to field questions from the general public about the project. The Contractor shall hold a planning meeting in advance of the Public Workshop with project partners CAL FIRE and Nevada County OES to draft the agenda, determine the date, secure speakers, and outline a plan for outreach about the Public Workshop.

**Task 1 Deliverables:** *Outreach Plan*; PDF of Project Sign Design and photo of installed sign; Project Branding Materials; Link to Project-Specific Webpage; Press Releases; Media Tour Materials; Public Workshop Outreach Materials, Agenda, and Meeting Notes.

### **Task 2: Engagement of Property Owners**

This Project aims to conduct fuels reduction activities on 226 private parcels. Prior to any implementation activities, Fire Safe Council shall engage with property owners, secure all applicable permissions, and provide documentation of the aforementioned to County of Nevada (grantee) and CAL FIRE (grantor).

### *2.1 Landowner Participation Agreements*

*Landowner Participation Agreements* are required to be completed by all participating landowners prior to the start of the implementation phase of the Project. *Landowner Participation Agreements* shall specify the following:

- a) Participating landowners will volunteer their time to assist in flagging property boundaries and meeting with the Registered Professional Forester to verify treatment.
- b) Participating landowners agree to provide and document in-kind match provided to the project.
- c) Participating landowners agree to maintain Project outcomes for a minimum of 10 years.

The Fire Safe Council of Nevada County shall take the following steps to develop, finalize, and provide documentation of the *Landowner Participation Agreements*:

- 2.1.1 Draft the *Landowner Participation Agreement* form.
- 2.1.2 Draft informational letter to landowners within the Project boundary explaining the intent, motive, steps, and timeline of the Project. Letter shall include a map of the project area.
- 2.1.3 Provide County legal counsel the opportunity to review the *Landowner Participation Agreement* and informational letter.
- 2.1.4 Provide CAL FIRE the opportunity to review the *Landowner Participation Agreement* and informational letter.
- 2.1.5 Integrate any feedback from County legal counsel and CAL FIRE; finalize *Landowner Participation Agreement* and informational letter.
- 2.1.6 Create link on Fire Safe Council of Nevada County website to the *Landowner Participation Agreement* form, informational letter, and Project map.
- 2.1.7 Mail and email all property owners within the Project area the *Landowner Participation Agreement* and informational letter with Project map.
- 2.1.8 Coordinate direct outreach to all property owners within the Project area to answer questions about the *Landowner Participation Agreement* and informational letter with Project map

Contractor shall maintain electronic and hard copy records of *Landowner Participation Agreements* and will provide verification of these records to the County of Nevada prior to initiating any on-site activities.

**Task 2 Deliverables:** Signed *Landowner Participation Agreements*; Informational Letter and Project Map.

**Task 3: Provision and Documentation of Match.**

The Fire Safe Council of Nevada County is required to provide a minimum of \$85,620 in match as part of this Project. In-kind match will be provided by individual landowner and Firewise Community participants in the South County Shaded Fuel Break Project. Eligible in-kind match consists of hazardous fuel removal by Alta Sierra Firewise Community members and individual property owners who live within the project footprint. Sweat equity through volunteer work shall be valued at the estimated [hourly national rate](#), which is currently \$29.95 according to the Independent Sector. Match may also consist of hazardous vegetation removal work conducted by contractors and paid for by property owners.



The types of activities that qualify as match include: prescribed burning (pile burning and broadcast burning) mechanical treatment, manual treatment, prescribed herbivory, and herbicides.

### *3.1 Documentation of Match*

Match will be documented by Fire Safe Council of Nevada County using online survey forms and hard copy survey forms for those without access to the Internet. Following completion of match-eligible activities, property owners will be issued a *Match Verification Letter* listing the in-kind match total that they provided and acknowledging the required 10 years of project maintenance which they shall acknowledge by signing via wet or digital signature. Copies of all invoices and receipts for work conducted by contractors shall be appended to the *Match Verification Letter*. Verification of match by Firewise Communities may also be provided by Fire Safe Council as documentation that match requirements are met.

The Fire Safe Council of Nevada County shall provide the County of Nevada and the grantor documentation of match throughout the project period as applicable, as frequently as quarterly and at a minimum annually. Documentation of match shall consist of a cover sheet totaling match for the given project period with *Match Verification Letter(s)* and/or Firewise Community evidence of match comprising back-up documentation.

Per the stipulation included in the *Landowner Participation Agreement* (Objective 2.2) the Fire Safe Council of Nevada County shall follow-up with landowners within the Project area annually to facilitate compliance with agreement to maintain Project outcomes for ten years.

**Task 3 Deliverables:** Signed *Match Verification Letters* (which includes 10-year maintenance requirement) and Firewise Community match documentation with back-up documentation; Match total cover sheets.

### **Task 4: Implementation.**

As the implementation lead for this Project, it is the responsibility of the Fire Safe Council of Nevada County to ensure that all activities are in compliance with State laws and regulations as applicable and as outlined in Grant Agreement Number 5GG20116. Refer to Exhibit A: Detailed Project Specifications for further information.

CAL FIRE prepared a Notice of Exemption for the South County Shaded Fuel Break in April of 2018 (SCH Number 2018048403). The NOE (Categorical Exemption) document

was originally posted before CEQAnet had the capability to host attachments on the Web for the public. To obtain the original attachments for this document, please contact Brian York with CAL FIRE NEU at 530-889-0111. You may also contact the Office of Planning and Research (OPR) via email at [State Clearinghouse - Office of Planning and Research \(ca.gov\)](mailto:StateClearinghouse@opr.ca.gov) or via phone at (916) 445-0613.

Contractor will comply with CEQA requirements according to the lead agency, CAL FIRE.

The Contractor shall identify all operational conditions and criteria and document these in a written *Plan of Operation* that shall be provided to County for review and comment prior to the commencement of fuels reduction services and kept in the Contractor's possession during project implementation.

#### *4.1 Site Visit with Registered Professional Forester (RPF)*

Contractor will retain a qualified Registered Professional Forester (RPF) to evaluate and document the amount of fuels reduction required on each parcel.

- 4.1.1 Contractor will draft *Requests for Proposals* to ensure a fair and competitive bid process for a Registered Professional Forester (RPF) to prescribe treatment for the fuels thinning/hazardous tree removal.
- 4.1.2 Once a signed *Landowner Participation Agreement* is obtained, the Fire Safe Council of Nevada County, along with a RPF, will arrange a site visit with each property owner to document the amount of fuels reduction required to meet Project objectives and in accordance with stipulations in Exhibit A. This fuels reduction prescription will be presented to the property owner as a *Property Workplan* for review and approval, and will be signed by the property owner, thus serving as authorization to complete the identified fuels reduction. In the event the property owner is unwilling to authorize all requested fuel reduction, Fire Safe Council of Nevada County 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 Fire Safe Council of Nevada County, in consultation with the RPF, that the reduced or modified scope of fuel management will provide a substantial reduction in the wildfire risk on the respective parcel. Any modifications will result in the development of a new *Property Workplan*, which will be presented to the property owner for review, approval, and signature. No physical work shall be conducted on any property until a signed *Property Workplan* is obtained from the property owner.

4.1.3 The Registered Professional Forester hired for this project (or their designee) will identify the project area by flagging boundaries, archaeological sites, and watercourses, and the work area will be clearly identified.

#### *4.2 Notice to Proceed*

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

#### *4.3 Fuels Reduction Services*

The Fire Safe Council of Nevada County (Contractor) agrees to provide to the fuels reduction services as described herein:

4.3.1 Contractor shall provide all materials, labor, equipment, tools, permits, taxes and fees to execute Exhibit A in order to reduce fuel loading along evacuation routes to protect lives, homes, and other critical infrastructure. Activities include shaded fuel break construction, such as understory thinning, mastication, piling and chipping and/or burning of piles if conditions allow.

4.3.2 Contractor will draft *Requests for Proposals* to ensure a fair and competitive bid process for the following wildfire mitigation work:

- a) A sub-contractor for hazardous vegetation removal if work is not to be completed by Contractor.
- b) A licensed tree feller for hazardous tree removal.

4.3.3 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 timely and 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.

4.3.4 Chipping, 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. Burning is a prohibited disposal method unless conditions permit this method and CAL FIRE concurs.

**Task 4 Deliverables:** *Plan of Operation, Signed Property Workplan* (for each property included in the Project); *Requests for Proposals* and subcontracts for Registered Professional Forester, Hazardous Vegetation Removal Subcontractor, and Licensed Tree Feller; Before and After photo-documentation of work completed.

**Task 5: Management of Grant Deliverables and Reporting.**

The Fire Safe Council of Nevada County is responsible for ensuring that grant deliverables delineated above and repeated below are completed on-time and on budget. The Contractor is further required to report out on project progress as follows:

*5.1 Monthly Progress Meetings*

Contractor and County shall meet monthly to review progress on milestones. Reporting at the monthly meetings shall include:

- A. Submitting monthly progress updates.
- B. Detailing any issues affecting the project completion date in the Notes.
- C. Stating the amount of funding expected to be drawn down during next quarter.

*5.2 Quarterly Progress Reports and Invoices*

Progress Reports shall be submitted by the 7<sup>th</sup> day of the month following the end of the Quarter. Invoices shall be submitted within 30 days following the end of each quarter. (Refer to Exhibit B Schedule of Charges and Payments)

*5.3 Final Report and Final Invoice*

Within 30 days of Project Completion or Contract expiration (whichever is sooner) the Contractor shall submit a Final Report and Final Invoice to the County using the template(s) provided by the County.

*5.4 Summary of Project Deliverables*

**Task 1 Deliverables:** *Outreach Plan*; PDF of Project Sign Design and photo of installed sign; Project Branding Materials; Link to Project-Specific Webpage; Press Releases; Media Tour Materials; Public Workshop Outreach Materials, Agenda, and Meeting Notes.

**Task 2 Deliverables:** Signed *Landowner Participation Agreements*; Informational Letter and Project Map.

**Task 3 Deliverables:** Signed *Match Verification Letters* (which includes 10-year maintenance requirement) and Firewise Community match documentation with back-up documentation; Match total cover sheets.

**Task 4 Deliverables:** *Plan of Operation*, Signed *Property Workplan* (for each property included in the Project); *Requests for Proposals* and subcontracts for Registered Professional Forester, Hazardous Vegetation Removal Subcontractor, and Licensed Tree Feller; Before and After photo-documentation of work completed.

**Task 5 Deliverables:** Monthly Progress Updates (Appendix A Template); Quarterly Progress Reports; Quarterly Invoices; Final Report; Final Invoice.

#### **Task 6: Contract Management**

The Fire Safe Council of Nevada County is responsible for ensuring that the following contract deliverables are provided in a timely manner:

1. Contractor shall provide to County a copy of its audited financial statement for the fiscal year 2021/2022 and fiscal year 2022/2023 no later than March 31, 2023 and March 31, 2024 respectively.
2. Contractor shall provide to County a copy of the 2022, 2023, and 2024 IRS 990 form as soon as available.
3. Contractor shall provide an unaudited financial report of fiscal year 2021/2022, 2022/2023, and 2023/2024 no later than September 30, 2022, September 30, 2023, and September 30, 2024 respectively for the Fire Safe Council of Nevada County.
4. Contractor shall provide to County no later than July 30, 2023, July 30, 2024, and January 31, 2025 a report detailing the services outlined in the Schedule of Services above for the time period September 27, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024, and July 1, 2024 through December 31, 2024.

#### **Additional Considerations**

The Parties understand and agree that Fire Safe Council of Nevada County (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 from the County's obligation to make payments to Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall cause and require each subcontractor to comply with all insurance provisions applicable to Contractor under this Agreement. Additionally, Contractor shall require any and all subcontractors hired by Contractor to comply with all terms, conditions, and requirements applicable to Contractor set forth in this Agreement.

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

## **EXHIBIT A - DETAILED PROJECT SPECIFICATIONS**

### **General Instructions**

Prior to beginning this project, the Contractor will meet with both County of Nevada OES and CAL FIRE staff, to discuss project implementation, special protection measures and any potential operational constraints regarding the conduct of this contract that may impact project completion, including but not limited to, planned start date, special protection measures, operational constraints, operating schedule and order of project completion. All of the above identified operational conditions and criteria shall be documented in a written *Plan of Operation* which shall be provided to County for review and comment prior to the commencement of fuels reduction services and be kept in the Contractor's possession during project implementation.

The Registered Professional Forester hired for this project will identify the project area by flagging boundaries, archaeological sites, and watercourses, and the work area will be clearly identified.

The Contractor will supply personnel and equipment necessary to conduct the fuels reduction services required herein. Refer to Exhibit D for the Contractor / Rental list of equipment and "Not-to-Exceed" rates.

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 foreperson will be required to be on site at all times while the crew is working. The foreperson 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 foreperson must be available to address landowner concerns or questions as they pertain to site work.

Contractor will schedule traffic control crews and secure required permits. The Contractor will ensure that toilet and garbage disposal facilities are available for crews and that they 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.

### **Treatment Methods and Equipment**

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) A 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 RPF or supervised designee. The following treatment prescriptions shall apply:

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: For 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.

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).

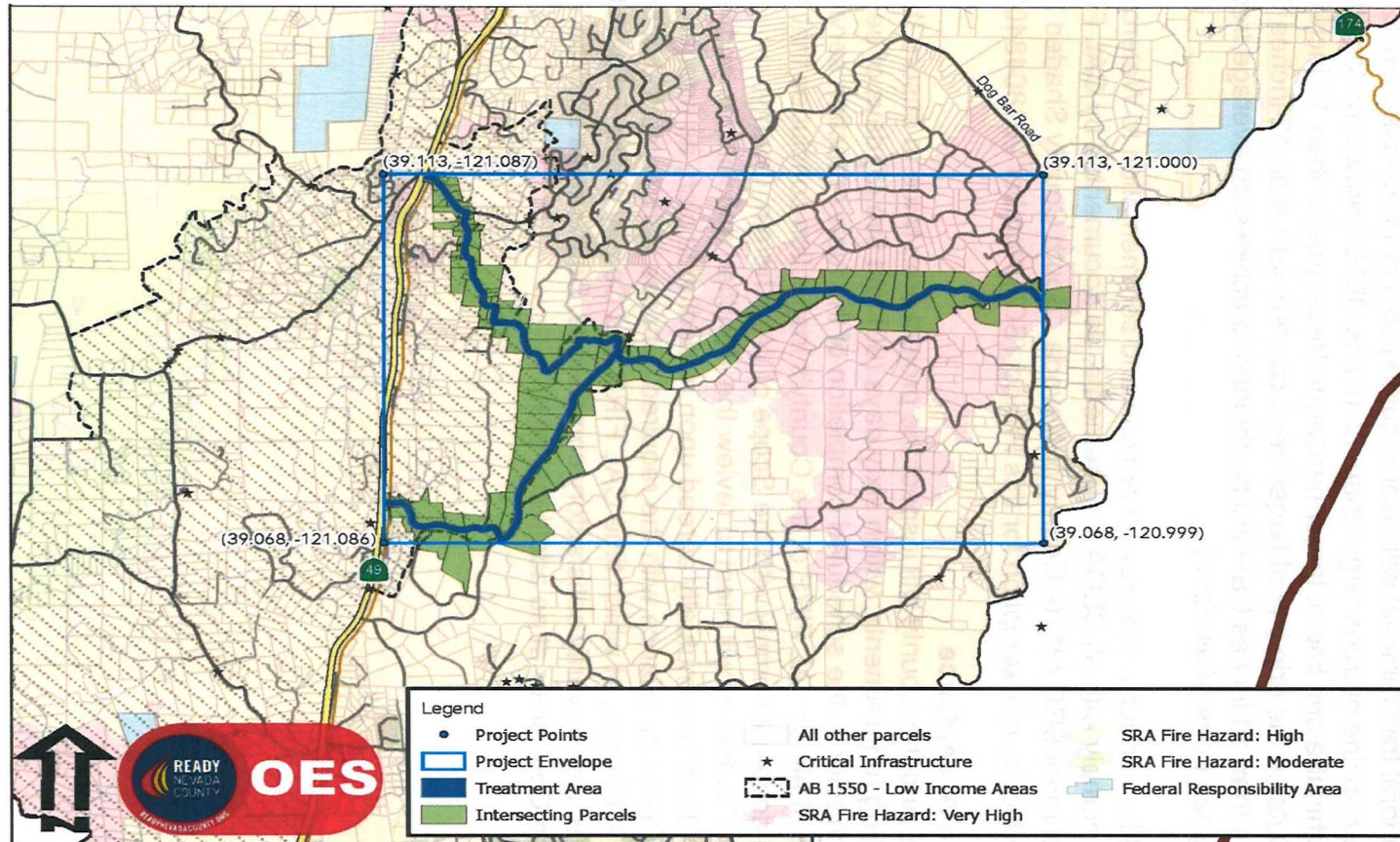
Operations will be conducted to prevent erosion and sedimentation to Watercourses. Contractor will comply with all CEQA requirements, as documented by CAL FIRE and per Grant Agreement 5GG20116, County of Nevada, "South County Shaded Fuel Break" and the Notice of Exemption for this Project (SCH Number 2018048403)

### **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) days, at which time CAL FIRE and County will re- inspect the identified deficiencies to verify satisfactory compliance. Deficiencies shall be remedied by the Contractor at no additional cost.

## EXHIBIT A - SITE MAP

### 20-FP-NEU-0242 South County Shaded Fuel Break



Scale: 1:60,000

Project Name: 51023 FEMA Grant App Ponderosa & S Cnty Fuel Breaks

## EXHIBIT A - FIRE PREVENTION PLAN

Level	Project Activity Minimum Requirements and restriction. (Restrictions at each level are cumulative)
<b>A</b>	Minimum required by the California Public Resources Code PRC Division 4, Chapter 6, sections 4427, 4428, 4431, 4442 and CCR 958.4
<b>B</b>	1. Tank truck, trailer, or approved substitute shall be on or adjacent to the Active Landing.
<b>C</b>	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.
<b>D</b>	1. Immediately after hot saw or masticator operations cease, Fire Patrol is required for three hours. 2. No dead tree felling after 1:00 P.M. except recently dead. 3. No welding or cutting of metal after 1:00 PM, except by special permit.
<b>Ev</b>	<p>1. The following activities may operate all day:</p> <ul style="list-style-type: none"> <li>a) Loading and hauling logs decked at approved landings.</li> <li>b) Loading and hauling chips stockpiled at approved landings</li> <li>c) Servicing equipment at approved sites</li> <li>d) Dust abatement, road maintenance, (chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stockpile loading and installation (Does not include pit or quarry development)</li> <li>e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings.</li> </ul> <p>2. Hot saws or masticators may operate until 1:00 PM; provided that:</p> <ul style="list-style-type: none"> <li>a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or with ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the hot saw or masticator.</li> <li>b) Any additional restrictions specified by the Forester.</li> </ul> <p>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</p> <p>4. Some operations may be permitted after 1: 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"> <li>• Rubber tire skidding</li> <li>• Chipping on landings</li> <li>• Helicopter yarding</li> <li>• Fire salvage</li> </ul> <p>When approved by a CAL FIRE Battalion Chief, a Variance Agreement can be implemented when the criterial 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 CAL FIRE Company Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of Forest Service.</p> <p>Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Purchaser's characteristics, current fire situation, state of Purchaser's equipment for prevention and suppression readiness, type of operation and social and community considerations, etc.</p>

<b>E.</b>	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"><li>1. Loading and hauling logs decked at approved landings</li><li>2. Loading and hauling chips stockpiled at approved landings</li><li>3. Servicing Equipment at approved sites</li><li>4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stockpiles and rock aggregate installation (does not include pit or quarry development)</li><li>5. Chainsaw operation associated with loading at approved landings.</li></ol> <p>All other activities are prohibited.</p>
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## EXHIBIT B - SCHEDULE OF CHARGES AND PAYMENTS

### Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this contract shall be borne by the Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this contract.

### Advances

County may, at its discretion, make advance payment. Advance payment made by the County shall be subject to the following provisions.

- Advances may be made quarterly.
- Contractor shall submit an *Advance Payment Request and Accountability Report* (Appendix B) which identifies the advance request and how the funds will be used over the request period.
- No single advance payment shall exceed 25% (\$225,394.50) of the total contract amount.
- Any advance payment received by the Contractor and not used for project eligible costs shall be returned to the County. Any outstanding advances utilized on ineligible costs will be reduced from final payment

### Invoice Schedule

Contractor may bill the County on a monthly basis, but no less than quarterly, by the 30<sup>th</sup> of each month following the end of the quarter.

In order for the County to submit required reports to the Grantor, Contractor will provide a quarterly report of all billable expenses during the quarter no later than the 7<sup>th</sup> of the month following the end of each quarter. This report may be provided separately from the invoice due by the 30<sup>th</sup> of the month.

2022	2023
N/A	January 7, 2023
N/A	April 7, 2023
October 7, 2022	July 7, 2023

## **Invoices**

Invoices shall be submitted to the County with sufficient detail, as described in the "Required Reporting" section below. Work performed by Contractor will be subject to final acceptance by the County project manager(s).

Contractor shall submit invoicing for the 100% of the cost of the services rendered by the Contractor and will provide documentation of match conferred during any given invoice period..

Invoices may be submitted no more frequently than monthly and no less frequently than quarterly. All invoices must be accompanied by a progress report that corresponds to the same timeframe. With the last invoice of each quarter the Contractor will provide an estimate of expected funding to be drawn down during the following quarter, e.g. we expect to treat 20 homes next quarter, and we anticipate it will cost \$X.

Payments shall be made based on actual costs incurred.

A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.

### **Required invoice and advance true up detail:**

Each invoice shall contain the following information:

1. The word "invoice" shall appear at the top of the page
2. Contractor Information- Including name and address
3. Date of invoice submission and a unique invoice number
4. Reference of the Cal Fire Agreement number 5GG20116
5. The dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.)
6. Total hours billed on the invoice by staff member, hourly rate, and corresponding Task, e.g. Task 1-5 referenced in the Scope of Work in Exhibit A.
7. For expenses related to Task 1-5, supporting documentation shall include timecard reports, and corresponding expenses, e.g. venue rental invoice, contractor invoices, etc. A report summarizing the # of Crew Days, Masticator Hours, Chipper Hours, Other Equipment Hours, and crew personnel time hours. This report will be utilized to complete the CalMapper worksheets.
8. For Indirect Costs, the Contractor shall adhere to the guidelines set forth in the Procedural Guide for the CAL FIRE Grant Program, which are as follows: eligible indirect costs are costs associated with doing business that are of a general nature and are incurred to benefit two or more functions within the Grantee organization. These costs are not identified specifically in the grant agreement, project, or activity, but are necessary for the general operation of the organization. Examples include salaries and benefits of employees not directly assigned to a project; functions such as personnel, accounting, budgeting, audits, business services, information technology, janitorial, and rent, utilities, supplies, etc. Functions included as direct

versus indirect costs must be applied consistently for all activities within the Grantee organization, regardless of fund source.

9. Back up documentation listed in separate section below.

### **Required reporting**

1. Each invoice submission shall be accompanied by the corresponding monthly or quarterly report(s).
2. Monthly or quarterly reports shall correspond to invoiced work. A summary of the work completed by Task and Subtask shall be included in each report, including start date, completion date, and status of project. Quantifiable data shall be included where possible, e.g. number of homes that received defensible space implementation, number of property owners applied for the program, number of property owners qualified to participate in Phase II, number of Landowner Agreements secured.

### **Required supporting documentation**

For each invoice, attach copies of receipts for all expenses including:

1. Payroll reports showing project, pay period, employee name, title, hourly rate for salary, benefits costs, calculated costs based on hours worked per staff member as identified in the invoice. Copies of the timesheet of staff to match the report.
2. For expenses related to Task 4, supporting documentation shall include an outline the type of work completed and services rendered, number of people on crew performing work and hourly rate/s, outline of equipment used, including quantity and rate (hourly or daily), etc., and the acreage treated. If Contractor subcontracts work, supporting documentation shall include invoices from subcontractors with the same level of detail outlined above.
3. Receipts and/or invoices for supplies, venue rentals, etc.
4. Itemized invoices for any sub-contractors
5. Itemized invoices for equipment contracts
6. Summary of matching and/or in-kind funds during the invoice period.

Payment will be withheld if reporting requirements are not met and/or sufficient documents are not submitted with invoices. Payment will resume upon complete submissions.

Contractor shall provide a copy of its audited financial statement and most recent IRS 990 form to County by December 31<sup>st</sup> each year.

Submit all invoices to:

Nevada County: IGS Admin Department  
Address: 950 Maidu Ave  
City, St, Zip: Nevada City, CA 95959  
Attn: IGS Admin  
Email: [IGSAdmin@co.nevada.ca.us](mailto:IGSAdmin@co.nevada.ca.us)  
Phone: (530) 265-1705

### **Payment Schedule**

The County will make payment within thirty (30) days after the billing is received and approved by County and as outlined above.

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





**EXHIBIT D - CONTRACTOR / RENTAL – “NOT TO EXCEED” RATES**  
**South County Fuel Break Project**  
**20-FP-NEU-0242 – Project Implementation “Cap” Rates**

<b>Fuel Reduction Modules</b>	<b>Rates</b>	<b>Unit</b>	<b>Description</b>
Mastication	\$312.50	Hour	Machine, Operator, Mobilization (All Fuel, Supplies and Support)
Tracked Chipper Module (small)	\$125.00	Hour	12" Machine, Operator, Mobilization (All Fuel, Supplies and Support)
Tracked Chipper Module (Medium)	\$375.00	Hour	15" Machine, Operator, Mobilization (All Fuel, Supplies & Support)
Tracked Chipper Module (Large)	\$437.50	Hour	18" Machine, Operator, Mobilization (All Fuel, Supplies & Support)
Tow Behind Chipper Module	\$ 100.00	Hour	Tow Vehicle, Chipper, Operator, 4-man Feeding Crew (All Fuel, Supplies & Support)
Grinder Module	\$625.00	Hour	Grinder, Excavator, Skid Steer, Operator(s) (All Fuel, Supplies & Support)
Biomass Hauling Module	\$125.00	Hour	Truck, Loader, Operators, Mobilization (All Fuel, Supplies & Support)
Hand Crew Module	\$200.00	Hour	Four-person crew, tools, transportation (All Fuel, Supplies & Support)

<b>Overhead</b>	<b>Personnel Rate</b>	<b>Unit</b>	<b>Description</b>
Registered Professional Forester	\$ 130.00	Hour	Registered Professional Forester Services
Non-RFP 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
Resource Specialist and Advisors	\$ 100.00	Hour	Biologists, Archeologists, Monitors, Surveyors, Accountancy, etc.
Resource Assistants	\$ 30.00	Hour	Assistants to Resource specialists and Advisors
Timber Faller **	\$ 210.00	Hour	Falling of Hazardous Trees of the Class B (trees up to 20 inches) and Class C level (trees 20" and up.)
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	Tool/ Equipment, Supplies or Storage logistics are reimbursed at cost plus admin.

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

## EXHIBIT E - INSURANCE REQUIREMENTS

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

- (i) **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) **Automobile Liability** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Contractor pursuant to the contract.
- (iii) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iv) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

### **Other Insurance Provisions:**

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

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.

- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
  - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
- (xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

## **EXHIBIT F - ADDITIONAL TERMS AND CONDITIONS**

As Grantee the County of Nevada is subject to the following additional terms and conditions associated with CAL FIRE Grant Agreement Number 5GG20116. These terms and conditions are hereby incorporated and made part of this agreement and as the subgrantee Fire Safe Council of Nevada County are subject to these terms and conditions. All communication to the State (CAL FIRE) shall flow through the County of Nevada.

- a. California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022
- b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
- c. ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

### **I. SPECIAL PROVISIONS**

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

### **II. GENERAL PROVISIONS**

1. Definitions
  - a. The term "Agreement" means grant agreement number 5GG20116.
  - b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.

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

## 2. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14,

California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).

- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
  - g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

### 3. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.
- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the



grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.

- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020- 2021 and FY2021-2022.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment electronically to both the appropriate CAL FIRE Project Representative as identified in Item 2 and Northern Region Email

([CNRGrants@fire.ca.gov](mailto:CNRGrants@fire.ca.gov)). Hard copy submissions will not be accepted.

- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
  - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
  - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
  - Multiple advance payments may be made to a GRANTEE over the life of a project.
  - No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
  - All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
  - Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
  - Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

#### 4. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Fire Prevention Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the

STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

#### 5. Project Administration

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

#### 6. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for five (5) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (5) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing

purposes at reasonable times.

- d. GRANTEE shall use any generally accepted accounting system.

## 7. Research

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

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

#### 8. Project Termination

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

## 9. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnify (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

## 10. Tort Claims

### FEDERAL:

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

### STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

11. Nondiscrimination

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

12. Conflict of Interest

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

13. Incorporation

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

14. Severability

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

15. Waiver

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

16. Assignment

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

## **ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS**

### **SPECIAL PROVISIONS**

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
3. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/watersavings, job creation, and other co-benefits.
4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

### **MONITORING AND REPORTING REQUIREMENTS**

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:

<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>.

### **PROGRAM ACKNOWLEDGEMENT/RECOGNITION**

All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the "California Climate Investments" program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:



*“Funding for this project provided by the California Department of Forestry and Fire Protection’s Fire Prevention Program as part of the California Climate Investments Program.”*

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

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at:

[www.caclimateinvestments.ca.gov/logo-graphics-request](http://www.caclimateinvestments.ca.gov/logo-graphics-request).

In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

“SOUTH COUNTY SHADED FUEL BREAK, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: [www.caclimateinvestments.ca.gov](http://www.caclimateinvestments.ca.gov).”

**Contractor Name Fire Safe Council of Nevada County**

**Description of Services: South County Fuel Break Project**

**SUMMARY OF MATERIAL TERMS**

**Max Annual Price:** \$901,578.00      **Required Match:** \$85,620.00  
**Contract Start Date:** 9/27/2022      **Contract End Date:** 12/31/2024

**INSURANCE POLICIES**

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

**LICENSES AND PREVAILING WAGES**

Designate all required licenses: N/A

**NOTICE & IDENTIFICATION**

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

Fire Safe Council of Nevada County  
Address: 139 E. Main St.  
City, St, Zip Grass Valley, CA 95945  
Attn: Jamie Jones  
Email: jamie@areyoufiresafe.com  
Phone: 530-272-1122

**Contractor is a:** (check all that apply)

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

**EDD Required**      **Worksheet**  
Yes       No

**ATTACHMENTS**

- Exhibit A: Scope of Work
- Exhibit B: Schedule of Charges and Payments
- Exhibit C: Project Budget
- Exhibit D: Contractor / Rental – "Not to Exceed" Rates
- Exhibit E: Insurance Requirements
- Exhibit F: Additional Terms & Conditions

**Appendices**

Appendix A - Advance Payment Request and Accountability Report