



RESOLUTION No. 22-123

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AMENDMENT NO.2 TO CONTRACT NO. PESP4415 WITH FIRE SAFE COUNCIL OF NEVADA COUNTY TO THE PURCHASING CONTRACT PESP4415 BETWEEN THE COUNTY OF NEVADA AND FIRE SAFE COUNCIL OF NEVADA COUNTY INCREASING THE CONTRACT NOT TO EXCEED AMOUNT FROM \$50,000 TO \$250,000, FOR WINTER STORM SUPPORT AND GREEN WASTE MITIGATION, AMEND THE OFFICE OF EMERGENCY SERVICES FISCAL YEAR 2021/22 BUDGET, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE AMENDMENT (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, on December 27, 2021 in the early morning, Nevada County was hit with an intense winter snowstorm (Snowstorm) bringing excessive amounts of snow to areas that typically receive little to no snow. The Snowstorm caused over 30,000 Nevada County residents to lose PG&E utility power service with PG&E saying it could take many days for restoration; and

WHEREAS, as a result of the Snow-storm hundreds of trees have been reported down across county roads, with many trees having attached utility power lines to them and there has been numerous calls for service from local residents who have had trees land on their homes; and

WHEREAS, an emergency proclamation was ratified on December 30, 2021 in an emergency Board of Supervisors meeting by Resolution 21-541. The Local Emergency Proclamation enables Nevada County to more effectively respond to the Snow-storm, seek and utilize mutual aid, obtain state and federal funds (if available), and ensure that the County's resources and economy, as well as the community at large, have all the necessary tools at their disposal to endure this ongoing challenge; and

WHEREAS, the State of California declared an emergency on December 30, 2021 in support of Counties recovering from the Winter Storms; and

WHEREAS, the County entered into a contract with Fire Safe Council of Nevada County effective January 3, 2022 for Winter Storm Support and Green Waste Mitigation. The contract was subsequently amended on January 8, 2022 to capture additional overhead labor rates not previously defined. To date the contractor has removed vegetation, processed firewood and processed green waste with a total of \$124,112 as of February 18, 2022; and

WHEREAS, there remains a significant number of down trees and vegetation throughout the community. This presents many challenges for neighborhoods hardest hit from these storms to dispose of green waste and reduce these fire fuels prior to the start of fire season. With the additional vegetation removal, collection, and green waste processing required in response to the Snowstorm declared emergency, staff recommends amending the existing contract from \$50,000 to \$250,000 to pay for services related to community emergency storm green waste drop off events; and

WHEREAS, County staff is working with the State on the vegetation removal and green waste processing in response to the declared Snow-storm Emergency for reimbursement once the California Disaster Assistance Act is authorized. Once authorized the County will be eligible for reimbursement up to 75% of eligible expenditures with the remaining 25% to be paid from the County General Fund and anticipated receipt of a Northern Sierra Air Quality Management District Grant.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California, hereby approves Amendment No.2 to Contract No. PESP4415 with Fire Safe Council of Nevada County and the County of Nevada increasing the contract not to exceed amount from \$50,000 to \$250,000 for Winter Storm Support and Green Waste Mitigation, authorizing the Purchasing Agent to execute Amendment No.2 to Contract No. PESP4415 with Fire Safe Council of Nevada County and directing the Auditor-Controller release \$250,000 from the General Fund Unassigned Fund balance and to amend the Office of Emergency Services Fiscal Year 2021/22 budget as follows:

Increase:

0101-20702-414-1000/521520 \$250,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of March, 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

3/8/2022 cc: OES*
AC*
Purchasing*

AMENDMENT NO.2 TO CONTRACT NO. PESP4415 WITH FIRE SAFE COUNCIL OF NEVADA COUNTY

THIS AMENDMENT is executed this 8th day of March 2022 by and between Fire Safe Council of Nevada County and COUNTY OF NEVADA. Said Amendment will amend the prior Contract between the parties entitled Winter Storm Support and Green Waste Mitigation executed on January 3, 2022 and which Contract was subsequently amended on January 8, 2022 under Purchasing Agent authority; and

WHEREAS, the parties desire to amend their Contract to allow or provide for additional winter storm emergency response support to process green waste received by the public in part of the 2021 winter storm event and capture additional overhead labor costs not previously defined.

NOW, THEREFORE, the parties hereto agree as follows:

1. That this Amendment shall be effective as of March 8, 2022.
2. That the Maximum Contract Price set forth at §2 shall be increased by \$200,000 for the new not to exceed Contract amount of \$250,000.
3. That the Schedule of Services, Exhibit "A" is amended by adding the following: The Contract shall include staff support, traffic control, signage and removal assistance with green waste received by the public during the County "Green Waste Events" through spring. Fire Safe Council of Nevada County shall submit in writing a Green Waste Event specific budget listing the number days and cost/unit for the following: staff, supplies, and equipment to be approved by the County Project Manager. Staff costs shall be broken down by position type, number of hours, and number of individuals. The cost for the Green Waste Events shall be agreed upon in writing prior to the event start date. Services shall include but are not limited to:
 - Screening of loads (photos and logs of each load received)
 - Traffic control, cones and directional/informational signage
 - Unloading/staging of debris
4. That the attached "Green Waste Operational Plan" (Exhibit A-1) shall be followed for each "County Green Waste Event" at the dates defined in Exhibit A-1.
5. That the Contract Termination Date shall be extended until June 30, 2022.
6. That in all other respects the prior Contract of the parties as previously amended on January 8, 2022 shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA

Steve Monaghan
By: Steve Monaghan (Mar 9, 2022 13:28 PST)
Steve Monaghan 03/09/2022
Director/Purchasing Agent

CONTRACTOR:

By: *James Ford*
03/09/2022

Jamie Jones, Executive Director
Fire Safe Council of Nevada County.



2022 Emergency Winter Storm Green Waste Site Operations

LOCATION

12625 Brunswick Rd, Grass Valley; APN: 006-441-003 & -004.

HOURS OF OPERATION

- Green Waste Collection will take place March 11-13, March 25-27, & April 8-10, 9am-3pm.

EMERGENCY STORM DEBRIS FIRE HAZARD MITIGATION

On Friday, Saturday, & Sunday of each week and at the dates noted above, collected green waste will be stored on hardscape areas as shown on the site maps included. This will be held separate from the Emergency Storm Debris collection that the Department of Public Works will be storing and processing from debris collected exclusively from the public rights-of-way. The material collected will be similar in composition to that of burn piles commonly seen on residential properties during seasonal clearing activities, though piles may be larger due to the December 2021 winter storm event. Under separate Contract with the County a Water Tender will be on site when the piles are being moved, or ground down, should a spark ignite a pile. Clearance will also be maintained away from any site vegetation to help ensure access around the entirety of piles during operations.

During the following weekdays of each event and under separate Contract with the County the material will be ground down and hauled offsite to an approved facility. Pile heights will be sufficiently limited to reduce the compression load, and therefore reduce the risk of combustion. It is anticipated that the bulk of the reduced matter will remain on the ground not more than two days, which will be too early for accumulated heat from the decomposition process. The Site Supervisor, and/or vendor, will be equipped with a REOTEMP Heavy Duty Compost 48 in 200 Degrees Fahrenheit Thermometer or equal to monitor pile temperature and instructed to take readings at a minimum of 2 times each day if the pile height is greater than 3 feet. In the event of a fire the Site Supervisors, and/or vendor will contact 911 and coordinate with the local fire agency to ensure the fire is fully extinguished.

Under separate Contract with the County all material received including slash and wood rounds will be processed and chipped. Any logs/rounds greater than 28" in diameter will be split with a hydraulic shear attached to an excavator prior to being fed into the grinder. This will all occur within the green waste area shown on the site plan below. Receipts will be recorded for amounts of material processed and taken offsite to an approved biomass facility. Records will be organized onsite and managed by Craig Griesbach (contact below) upon request of documentation.

The Ophir Hill Fire Station is 1.4 miles away and the Cal Fire Emergency Command Center is 2.2 miles away from the site. Both departments will be notified of the event dates, planned operations, and will have given approval prior to the events occurring. Phones will be on site, with a list of emergency numbers to call in the event of an emergency.

This activity falls under the following exclusion:

14 CCT, Section 17855 (5) The handling of compostable materials is an excluded activity if: (l) the activity is the storage of yard trimmings at a publicly designated site for the collection of lot clearing necessary for fire protection provided that the public agency designating the site has notified the fire protection agency.

SCREENING PROCESS

At time of arrival, staff and/or volunteer will confirm and document the address of the private property owner and verify this against the list during points source validation based on disaster assessment maps. Only property owners in the impacted damage areas would be permitted to use the site. Exemption may be granted on a limited basis if the property owner can explain the discrepancy. The address the material originated from and estimated quantity in cubic yards will be recorded as well as a photograph of the debris. The property owner will then unload the debris at the approved site location. Should unload assistance be required, Fire Safe Council staff will assist. All screening documentation will be provided along with a summary report at the end of each event weekend. Expected storm debris may include associated slash from trees/shrubs, wood rounds of various sizes, and other green waste debris caused by the December 2021 Winter Storms. It is anticipated that a maximum of 1,000 cubic yards/ 300 tons of material will be received daily.

If property owners bring ineligible material to the site, such as construction/demolition debris or municipal garbage, they will be directed to take such debris to the McCourtney Road transfer station.

RUNOFF

The Brunswick site sits on a asphalt pads located toward the lot line adjacent to Brunswick Road, at sufficient distance from any waterways. Rainfall will likely be absorbed by green waste or processed green waste. Loads will be screened for invasive species to prevent propagation of such.

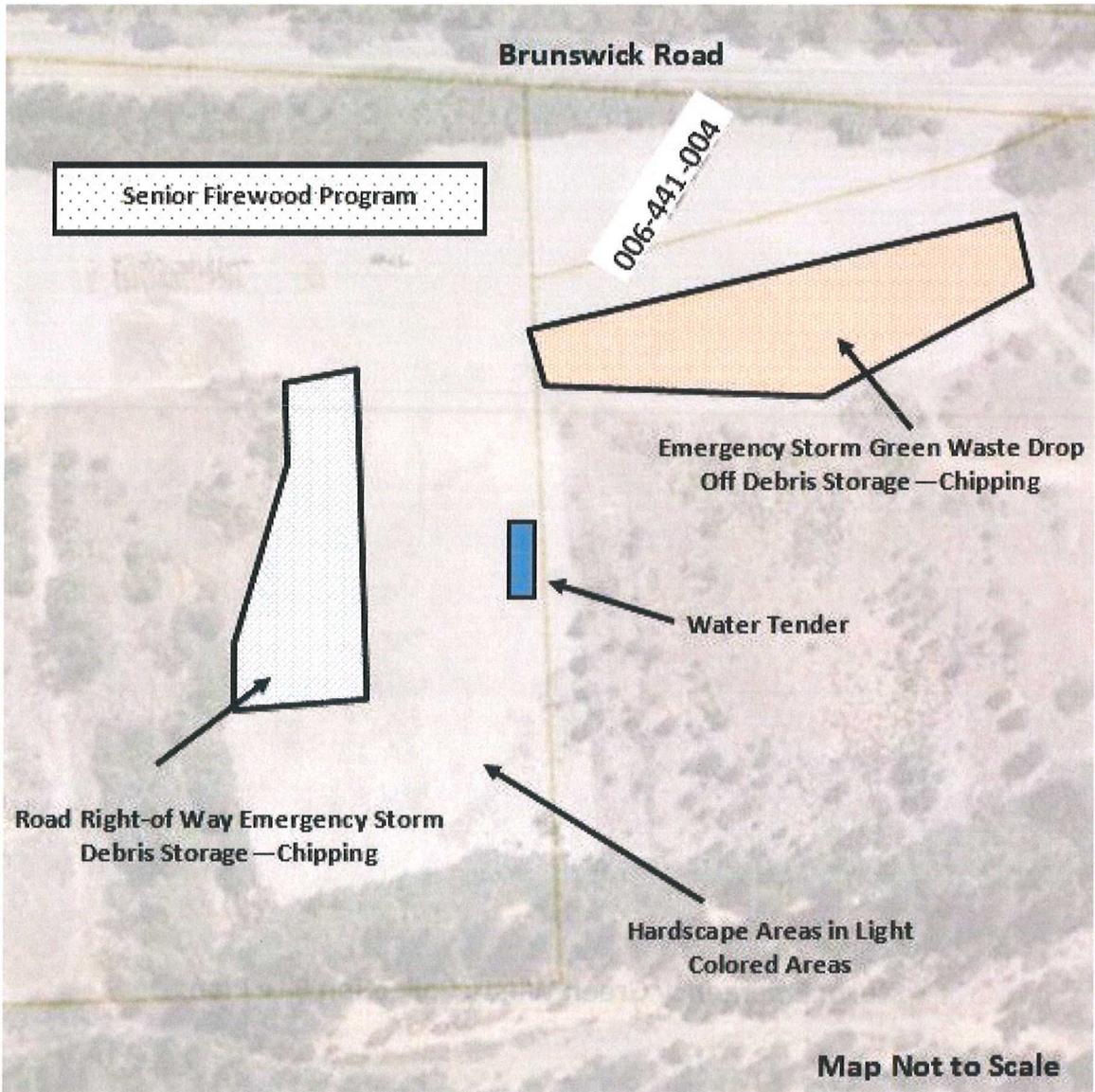
SECURITY

- The site has fencing and locked gates to secure the sites. Padlocks will be on the gates for the owners of the lot, and for the Fire Safe Council of Nevada County. There will be an additional lock at the site location for Gold Country Community Services to access their Senior Firewood Program.
- Photos will be taken before and after each collection day to document pile size and spot any illegal dumping. During non-operational hours, trail cameras will be positioned to monitor site access.
- Site Supervisors will be instructed to secure portable toilets, and all supplies prior to each event.
- Vendors will be instructed to park heavy equipment behind locked gates and have the responsibility of securing their own equipment in the areas marked "Green Waste Overflow" on each site diagram.
- Contractor will notify the Nevada County Sheriffs Office and Grass Valley Police Department three days prior to each event weekend providing them notice of the event and possible increased traffic at the Brunswick Road and Bennett Street locations.

SITE PLANS

Site and traffic plans are attached for reference. Prepared by: Craig Griesbach, Director of Building, County of Nevada CDA, 530-913-1583, craig.griesbach@co.nevada.ca.us and Jamie Jones, Executive Director, Fire Safe Council of Nevada County, 530-264-6661, jamie@areyoufiresafe.com.

Storm Emergency Green Waste Collection Site Plan



Emergency Storm Green Waste Traffic Plan



Cones

Cones will be placed along a 100-foot route marked with a dotted line in the site plan above. Traffic will proceed entering from Bennett Street and staging on the site property and will exit onto Brunswick Road via a right turn only.

Signs

A banner will be posted for a week prior, and during the event, to alert the community of the increased traffic. A variable message sign will be placed one week in advance at the location shown in the image below, to alert the community of increased traffic, as well as through other channels such as social media.

Directing Traffic

Variable Message Sign "Slow" Hazard Sign as shown in the image below. A volunteer will be directing traffic at the entrance to the event, according to plan.



Contacts

Craig Griesbach
Director of Building – Project Lead
County of Nevada
530-265-1583 (office)
530-913-1583 (cell)
craig.griesbach@co.nevada.ca.us

Jamie Jones
Executive Director, CEO
Fire Safe Council of Nevada County
530-272-1122 (office)
530-264-6661 (cell)
jamie@areyoufiresafe.com

Donald Hoffler
Robinson Enterprises Inc.
530-913-2258
dchoffler@gmail.com

AMENDMENT No.1 TO CONTRACT NO. PESP4415 WITH Fire Safe Council

THIS AMENDMENT is executed this 8th day of January, 2022 by and between Fire Safe Council and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Winter Storm Support and Green Waste Mitigation executed on January 3, 2022.

WHEREAS, the parties desire to amend their agreement to capture additional overhead labor costs not previously defined.

NOW, THEREFORE, the parties hereto agree as follows:

1. That this amendment shall be effective as of January 8, 2022 and retroactive to January 3, 2022.
2. That the Schedule of Charges and Payments, Exhibit "B" is amended by adding the following adjusted rates for Labor as described herein:

Ground Crew	\$37.25	Hour	Chipping, sawyer and ground crew.
Crew Supervisor	\$59.50	Hour	Crew Supervisors – Chipping, sawyer and ground crew.
Program Manager	\$67.50	Hour	Program Coordination / Liaison between various programs and OES

3. That the Maximum Contract Price remains the same.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA

Steve Monaghan

By: Steve Monaghan (Jan 8, 2022 16:07 PST)

Steve Monaghan 01/08/2022
Director/Purchasing Agent

CONTRACTOR:

James Jand

By: _____
01/08/2022

Amendment No.1 - Fire Safe Council- Green Waste- Emergency Winter Storm Event 2021

Final Audit Report

2022-01-09

Created:	2022-01-08
By:	Desiree Belding (desiree.belding@co.nevada.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK5lmDGEiOy98PFrdqh300A9g73lwsei

"Amendment No.1 - Fire Safe Council- Green Waste- Emergency Winter Storm Event 2021" History

-  Document created by Desiree Belding (desiree.belding@co.nevada.ca.us)
2022-01-08 - 10:26:53 PM GMT - IP address: 104.7.197.43
-  Document emailed to Jamie Jones (jamie@areyoufiresafe.com) for signature
2022-01-08 - 10:27:50 PM GMT
-  Email viewed by Jamie Jones (jamie@areyoufiresafe.com)
2022-01-08 - 11:54:06 PM GMT - IP address: 73.41.238.33
-  Document e-signed by Jamie Jones (jamie@areyoufiresafe.com)
Signature Date: 2022-01-08 - 11:59:10 PM GMT - Time Source: server- IP address: 73.41.238.33
-  Document emailed to Steve Monaghan (steve.monaghan@co.nevada.ca.us) for signature
2022-01-08 - 11:59:12 PM GMT
-  Email viewed by Steve Monaghan (steve.monaghan@co.nevada.ca.us)
2022-01-09 - 0:00:39 AM GMT - IP address: 174.208.171.62
-  Document e-signed by Steve Monaghan (steve.monaghan@co.nevada.ca.us)
Signature Date: 2022-01-09 - 0:07:56 AM GMT - Time Source: server- IP address: 174.208.171.62
-  Agreement completed.
2022-01-09 - 0:07:56 AM GMT



Administering Agency: Nevada County Office of Emergency Services
Contract No. PESP4415
Contract Description: Winter Storm Support and Green Waste Mitigation

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of January 3, 2022 by and between the County of Nevada, ("County"), and Fire Safe Council of Nevada County ("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 Fifty Thousand dollars, \$50,000.**
3. **Term** This Contract shall commence on, January 3, 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: March 31, 2022.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A, or elsewhere in this Contract, shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

8. **Liquidated Damages**

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

9. **Relationship of Parties**

9.1. **Independent Contractor**

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

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

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

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

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a Material Breach of this

Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

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

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

14. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be

in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:

- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
 - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.
 - Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
 - The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.
15. **Accessibility** It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.
16. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of state grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
18. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.

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

- 19.1. **Books and Records** Contractor shall maintain statistical records and submit reports as required by County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.
- 19.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books and records available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.
- 19.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the Maximum Contract Price.

20. **Termination**

- A. A Material Breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor**.
- C. Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- D. County, upon giving **thirty (30) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
 - 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
21. **Intellectual Property** To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, not the property of Contractor (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor by County, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception.
22. **Waiver** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other party.
23. **Conflict of Interest** Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County Personnel Code.
24. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other Contract, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Contract, shall be binding or valid.
25. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 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. **Subrecipient** This Subrecipient Contract is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations.
https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
29. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
 - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.
 - C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.
30. **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 Avenue
 City, St, Zip Nevada City, CA 95959
 Attn: Jenn Tamo
 Email: Jenn.Tamo@co.nevada.ca.us
 Phone: 530-470-2521

CONTRACTOR:

Name of firm
 Fire Safe Council of Nevada County
 Address PO Box 1112
 City, St, Zip Nevada City, CA 95959
 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.

By: Steve Monaghan
Steve Monaghan (Jan 7, 2022 16:19 PST)

Date: 01/07/2022

Printed Name/Title: Steve Monaghan, Purchasing Agent

CONTRACTOR: Fire Safe Council of Nevada County

By: Jamie Jones

Date: 01/07/2022

Name: Jamie Jones

* Title: Executive Director

Exhibits

- A. Schedule of Services
- B. Schedule of Charges and Payments
- C. Insurance Requirements

EXHIBIT A

SCHEDULE OF SERVICES

Contractor will provide the essential services requested by the County and in accordance to the Fire Safe Council's Storm Recovery Project Plan (Exhibit A-1) to mitigate the impacts of winter storm damaged caused to Nevada County communities during the December 27, 2021 winter storm event.

1. **Phase 1:** will consist of address the imminent needs of the emergency clean up and includes the following programs requested as needed.

- 1.1 **Program No.1 – Emergency Firewood Processing**

Conduct outreach to source local firewood donations. Locate and transport seasoned logs and rounds for processing.

Plan of service: Fire Safe Council will assign a program manager and crew members as necessary to process firewood. The team will be on site at the Senior Firewood Program Site from 7:30am-5pm. 30 minutes prior to arriving on site, they will be collecting equipment and fuel for the day. The remaining 30 minutes of the day will be utilized to complete daily maintenance of saws and equipment. Fire Safe Council will assign the following equipment daily to firewood processing: a minimum of 2 crew vehicles; 1 tow vehicle; 1 hydraulic trailer; 2 log splitters; 8 saws. Equipment may be increased when deemed necessary to support various volunteer organizations and increased staff. Fire Safe Council will sponsor multiple volunteer organizations including AmeriCorp (12-person team); California Conservation Core (up to 14-person team); Team Rubicon (a minimum 35-person team.)

- 1.2 **Program No.2 – Roadside Chipping**

Roadside chipping in parallel with the County Roads staff to remove and chip vegetation from County roads as needed.

Plan of service: Fire Safe Council will assign a program manager and (4) 4 person crews (1 Supervisors, and 3 ground crew each) to assist Public Works with removal and chipping of vegetation. The team will work from 7am-5:30pm. The team will take a 30-minute meal break. They will arrive on site at the County of Nevada Facilities yard on La Barr Meadows Rd. at 7:30am to receive routes and instruction from County Roads staff. 30 minutes prior to arriving on site, time will be allocated to collecting equipment and fuel for the day. The remaining 30 minutes of the day will be utilized to complete daily maintenance of vehicles, saws and equipment. Fire Safe Council will assign the following equipment daily to roadside chipping: 4 tow vehicles; 4 FSC tow-behind chippers; 6 saws.

All staff will be directed to maximize use of daylight hours and will work 10-hour days to maximize the efficiency of services provided. Supervisors and Program Managers may work up to 12-hour days.

2. **Phase 2:** will consist of tasks related to supporting the storm event however can be completed after the emergent needs and will consist of the following services and amended to include Plan of Services prior to the beginning of Phase 2 kick-off:

- 2.1 **Program No. 3 – Green Waste Firewood Generation**

Fire Safe Council will turn green waste tree trunks provided into firewood by processing tree rounds into 16-inch stove length cuts and splitting material into firewood. This material will be provided to the Senior Firewood Program to replenish the stock they provided to aid residents in the most recent snowstorms.

Additional tasks include stacking and bundling wood in coordination with Senior Firewood Program staff.

3. **Site Location:** The site location is as defined as follows: Rise Gold (Idaho-Maryland Mine lot) on 12625 Brunswick Rd., Grass Valley. Parcel map of site is contained as an addendum to this Project Plan. APN 06-630-39, 06-441-34, 06-441-03, 06-441-04, 06-441-05



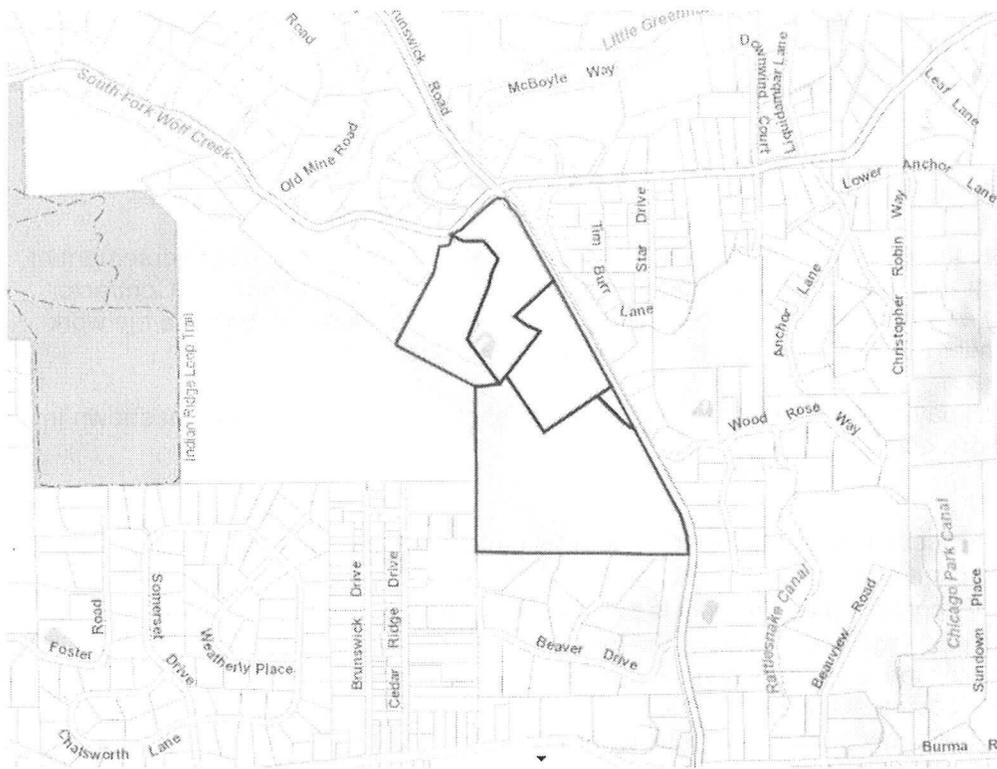


EXHIBIT B

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.

Invoices

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

- Contract number
- Title of approved program work is being performed for.
- Billing period covered including the following:
 - a time log of daily hours
 - equipment used
 - Number of hours the equipment was used
 - specific activities performed (i.e., chipping, splitting etc.)
- Dates/Months services were performed.
- Grand total amount for the invoice.

Submit all invoices to:

Nevada County
County of Nevada Emergency Services
Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: Jenn Tamo
Email: IGSAAdmin@co.nevada.ca.us
Phone: 530-470-2521

Payment Schedule

The contractor shall submit invoices at the rates and amounts as defined in the fee schedule provided below, not more frequently than weekly, to Contract Administrator for costs incurred pursuant to the agreement.

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

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

EXHIBIT C

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).**

Other Insurance Provisions:

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

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (v) **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement

attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.

- (vi) **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**
- (vii) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (viii) **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: **(note – should be applicable only to professional liability)**
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.
- (ix) **Verification of Coverage** Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (x) **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- (xi) **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (xii) **Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- (xiii) **Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- (xiv) **Material Breach** Failure of the Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

(xv) **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

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

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

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

SUMMARY OF CONTRACT

Contractor Name Fire Safe Council of Nevada County

Description of Services Countywide Free Residential Green Waste Disposal

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$50,000

Contract Start Date: 1/3/2022

Contract End Date: 2/28/2022

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING:

Commercial General Liability (\$2,000,000)	N/A
Automobile Liability (\$1,000,000)	N/A
Worker's Compensation (Statutory Limits)	
Professional Errors and Omissions(\$2,000,000)	

LICENSES AND PREVAILING WAGES

Designate all required licenses: N/A

NOTICE & IDENTIFICATION

COUNTY OF NEVADA:

Nevada County
Office of Emergency Services

Address: 950 Maidu Ave,
City, St, Zip Nevada City, CA 95959
Attn: Jenn Tamo
Email: Jenn.Tamo@co.nevada.ca.us
Phone: 530-470-2521

CONTRACTOR:

Fire Safe Council of Nevada County

Address PO Box 1112
City, St, Zip Nevada City, CA 95959
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: Indiv., Dba, Ass'n Other

EDD Worksheet Required

Yes No

ATTACHMENTS

- Exhibit A:** Schedule of Services
- Exhibit B:** Schedule of Charges and Payments
- Exhibit C:** Insurance Requirements

Local State of Emergency January 2022

**Nevada County storm
recovery and emergency
firewood preparation**

January 2022

**Fire Safe Council of Nevada County
Prepared by: J. Jones & B. Spearing**

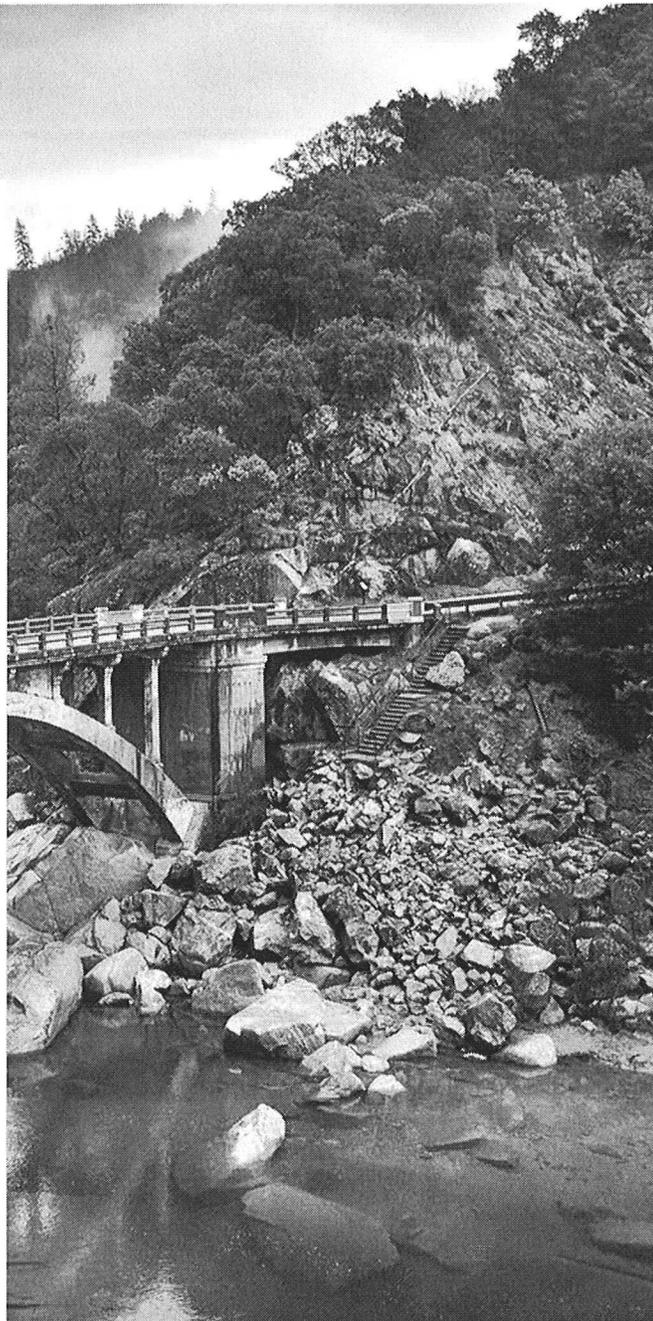


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Project Overview

Background

The final week of 2021 brought extreme weather conditions creating a local disaster in large portions of the Sierra Nevada Foothills. Nevada County was hit hard with widespread power outages and extreme amounts of tree damage. Cost for green waste removal remains a significant obstacle locally.

In response to this obstacle, the Fire Safe Council of Nevada County (FSCNC) hosted the 2019 Green Waste Event, resulting in removal of over 500 tons of green waste from Western Nevada County. In subsequent years FSCNC has partnered with The County of Nevada to continue offering offer this program.

FSCNC offers several programs to accomplish its mission of wildfire prevention and preparedness: providing education and outreach, running residential and roadside chipping programs, management of large-scale fuel break projects, certification of FireWise USA communities, and conducting community green waste events. The Nevada County OES is committed to reducing the loss of life during a wildfire by improving evacuation routes and early warning systems, creating more defensible space around private properties and driveways, building a network of maintained fuel breaks, engaging residents in emergency preparedness and fire-safe stewardship, and enhancing critical infrastructure. The residents of Nevada County benefit greatly from the symbiotic relationship between these agencies; their combined competencies and funding will provide additional capacity for reducing fuel loads in the community. The skills and services offered by these entities offer great crossover to fit the current need of local disaster recovery. FSCNC and Nevada County OES will meet regularly to determine when to terminate any and all operation of services performed by FSCNC, and its subcontractors related to storm clean up.

Objective

The objective during this local State of Emergency is to assist with disaster recovery using any of the tools, programs, or services that FSCNC has available. This project plan and accompanying Budget are made available as a potential “menu of services” which can be altered as needed, during the disaster cleanup process, upon approval of both the County of Nevada and FSCNC. These services which are typically viewed in the light of Wildfire preparedness have much crossover into the current disaster and subsequent need for cleanup and tree removal. FSCNC is ready to assist our community with disaster clean up. Experience from past successful events, and utilizing past lessons learned on the collection and removal of Vegetation waste will aid in local disaster response. We will again utilize the designated “Super Site” generously allowed at the old Idaho Maryland mine owned by Rise Grass Valley.

Project Deliverables: Planning Phase

Project Plan

Responsibilities of the FSCNC include, but are not limited to, writing this project plan, specifying any currently known deliverables and success criteria. Plan includes budget data, available services / tasks, a list of resources available, site maps, and change control process. Project Plan will provide adequate details for both parties and will be approved by representatives of NCOES as well as FSCNC.

Project Budget

FSCNC will provide a detailed budget to NCOES with categories for equipment purchases, equipment rental, vendor costs, supplies, labor, transportation, and any other significant categories. This project plan and accompanying Budget are made available as a potential “menu of services” which can be altered upon approval of both the County of Nevada and FSCNC, as needed during the disaster cleanup process. The attached budget captures available resources and staff that can be utilized for 1 program or all programs. Resource needs and utilization will be determined and prioritized by the Office of Emergency Services as disaster cleanup is ongoing. This budget is indicative of cost per week and based on operating a 5-day schedule. Staff pricing is indicative of over time rates, it should be noted that material pricing may fluctuate determined by market availability outside of the control of FSCNC. Staff size can be scaled down to fit individual program needs as they change. FSCNC and Nevada County OES will meet regularly to determine when to terminate any and all operation of these services performed by FSCNC, and its subcontractors related to storm clean up.

Contract

NCOES will provide a written contract referencing this Project Plan and accompanying budget for approval and signature by both parties. Contract will outline key points and provide protections for both parties.

Funding

The 2022 Local State of Emergency or winter storm cleanup will be funded by the Nevada County Government. All expenses and disbursements to event subcontractors hired by FSCNC shall be performed by FSCNC, in accordance with the agreed upon budget contained herein.

Site Selection / Contracts

FSCNC will secure collection site permissions and obtain a signed contract from site owner and will make copies of such contracts available to NCOES, if requested. FSCNC will serve as the manager of all drop sites and will work with site owners to determine access, security, and best practices for each site.

Insurance / Indemnification

FSCNC will provide each site owner with a rider naming the owner as an additional insured and will provide NCOES with a copy of each rider, upon request. FSCNC will also insure all staff and volunteers. FSCNC shall indemnify and hold harmless NCOES from and against all claims, liabilities, losses, damages or expenses arising out of or relating to all acts, failures to act or other conduct of FSCNC or its contracted vendors for the duration of event operations.

Vendor Contracts

FSCNC will select suitable vendors for hauling, processing and transportation, chipping or grinding services, or other services as needed, within budget constraints. Every effort will be made to utilize in-house services by FSCNC to maximize the amount of green waste to be collected and processed.

Permitting

If green waste processing is added later and if that becomes the responsibility of FSCNC - FSCNC shall secure any required permits as required for operation of all drop sites and operations therein, including, but not limited to, Northern Sierra Air Quality Management District and the State of California CalRecycle Enforcement Agency Permitting. NCOES will assist FSCNC with meeting permitting requirements as needed.

Staffing

FSCNC will provide an adequate number of trained staff to ensure a smooth and expedient operational list of services. FSCNC will schedule shifts as needed and will ensure backup staff is available in the event a staff member becomes injured and cannot complete his/her shift. The Brunswick site will have a specified Site Supervisor, with specific duties as described in Project Planning: Operational Phase below.

Volunteer Solicitation & Communication

IF needed - FSCNC will also utilize volunteers from internal recruiting and through the Volunteer Hub system via Connecting Point.

Event Outreach & Communication

NCOES shall develop print and electronic outreach materials for use by NCOES and FSCNC and other partners to communicate event specifics (including hours, dates, locations, green waste material limitations) of the event. Such outreach materials electronic assets for social media outreach, and regular media outreach. NCOES shall coordinate and perform outreach activities, utilizing materials developed by NCOES.

Project Deliverables: Operational Phase

Site Operations

FSCNC will be present on site prior to the event to identify any specific actions that need to be taken in advance of the event to ensure accessibility, safety, and security:

- Measures will be taken to ensure all equipment is secured and protected from theft for the duration of the event. Vendors will remain responsible for securing their own equipment or removing it from the premises at the end of each collection, processing, or distribution day.
- One or more photos will be taken by the Site Supervisor at the beginning and end of each day that staff is on site and will submit that photo to FSCNC. The photo(s) will include images of all piles of green waste accumulated and photos of all equipment on site that day.
- The site will be secured by staff with fencing and locks at the close of daily collection operations.

Volunteer Mobilization and Support

IF NEEDED - A list of volunteers will be created by FSCNC which includes names, email addresses, and phone numbers. This list will be used to create the volunteer schedule for each site. Prior to the event volunteers on the schedule will be contacted to remind them of their schedule day(s) and times, and to verify availability. Volunteers will check in and out with the Site Supervisor, who will track volunteer hours as an in-kind donation. The Site Supervisor will serve as a point of contact to answer questions, to assist in communicating policies regarding project operations, and ensure volunteer safety.

Site Safety

If there are any safety or security issues identified by the Site Supervisor, staff, vendors, volunteers, or residents, those concerns will be brought to the attention of the Executive Director immediately and will be communicated to the rest of the team as quickly as possible. If a substantial safety risk exists at a collection site, the Site Supervisor is responsible for closing the site to further traffic until such risk is resolved or removed.

Traffic Management

The entrance and exit point will be determined in advance to ensure minimal disruption of regular street traffic. Copies of the site plan will be provided by FSCNC to the Site Supervisor, vendors, and to the volunteers, and the plan will remain on site for the duration of this contract. FSCNC may ask CHP or other law enforcement to assist with traffic management should the Site Supervisor deem it necessary.

Menu of Services:

Phase 1

Program No.1 – Emergency Firewood Processing

Receiving “Ready to burn” firewood as it is unloaded (from the Public) splitting/stacking/piling for redistribution. This service may include loading into County vehicles if necessary. Supervisors and crew members may be assigned to deliver as necessary.

Plan of service: Fire Safe Council will assign a program manager and a 10-person team (2 Supervisors, and 8 ground crew) to firewood processing. The team will work from 7am-5:30pm. The team will take a 30-minute meal break. They will be on site at the Senior Firewood Program Site from 7:30am-5pm. 30 minutes prior to arriving on site, they will be collecting equipment and fuel for the day. The remaining 30 minutes of the day will be utilized to complete daily maintenance of saws and equipment. Fire Safe Council will assign the following equipment daily to firewood processing: 2 crew vehicles; 1 tow vehicle; 1 hydraulic trailer (no charge); 2 log splitters; 8 saws.

Program No.2 – Roadside Chipping

Roadside chipping in parallel with the County Roads staff to remove and chip vegetation from County roads as needed.

Plan of service: Fire Safe Council will assign a program manager and (2) 4 team crews (1 Supervisors, and 3 ground crew each) to assist public works with removal and chipping of vegetation. The team will work from 7am-5:30pm. The team will take a 30-minute meal break. They will arrive on site at the County of Nevada Facilities yard on La Barr Meadows Rd. at 7:30am to receive routes and instruction from county roads staff. 30 minutes prior to arriving on site, time will be allocated to collecting equipment and fuel for the day. The remaining 30 minutes of the day will be utilized to complete daily maintenance of vehicles, saws and equipment. Fire Safe Council will assign the following equipment daily to roadside chipping: 2 tow vehicles; 2 FSC tow-behind chippers; 6 saws.

All staff will be directed to maximize use of daylight hours and will work 10-hour days to maximize the efficiency of services provided. Supervisors and Program Managers may work up to 12-hour days.

Phase 2

Program No. 3 – Green Waste Sorting/Firewood Prep

Sorting green waste delivered by Nevada County Public Works and their selected vendors, selection of suitable trees to replenish the firewood stockpile that was previously existing for Gold Country Community Services, Senior Firewood Program. Process into stove length cuts to be seasoned for next year.

Plan of service: TBD in Phase 2.

Program No. 4 – Green Waste Processing and Removal

Green Waste Processing and removal. Process remaining slash and brush not selected for firewood program. Load material into grinder and process for hauling and distribution/disposal.

Plan of service: TBD in Phase 2.

Project Deliverables: Wrap-Up Phase

Data Reporting

Within 30 days of the completion of the event, FSCNC will communicate the budget performance and relevant statistics to NCOES.

Volunteer Appreciation

FSCNC will follow up with event volunteers to thank them for their participation and support.

Media Communication

Nevada County OES and FSCNC will communicate the results of the event using Online media, social media, and traditional media outlets.

Project Resources

Staff

Personnel	Agency	Role
Jamie Jones	FSCNC	Executive Director
Chris Wackerly	FSCNC	Field Operations Manager
Billy Spearing	FSCNC	Administrative Analyst
Jenn Tamo	NCOES	Administrative Analyst
Paul Cummings	NCOES	OES Program Manager
Nathan Alcorn	FSCNC	Field Operations

Volunteers

FSCNC has mobilized and/or coordinated the following volunteer organizations to participate in the recovery efforts. FSCNC will act as a sponsor to expedite volunteer boots on the ground.

1. Team Rubicon is sending a Response Team arriving January 6th.
2. AmeriCorps NCCC, Blue 3 is also a team of 10 people arriving January 11th.
3. California Conservation Corps is sending 2 teams from South Lake Tahoe. These teams are available to partner with the local response efforts that are already active here.

Equipment

The following vendor-supplied equipment is available:

Equipment needs will be assessed as service contracts are provided.

Collection Site

Rise Gold (Idaho-Maryland Mine lot) on 12625 Brunswick Rd., Grass Valley. Parcel map of site is contained as an addendum to this Project Plan.

APN 06-630-39, 06-441-34, 06-441-03, 06-441-04, 06-441-05



Project Schedule

January 2022

FSCNC and Nevada County OES will meet regularly to determine when to terminate any and all operation of these services performed by FSCNC, and its subcontractors related to storm clean up. Program operations will be conducted during daylight hours Monday through Friday 7:00 am – 5:00 pm.

Change Control

The following process will be used to manage change and change requests/orders:

- Any potential change that impacts the project's scope, schedule, cost, or resulting deliverables will be documented on a Change Control Form.
- The change Initiator or Discoverer prepares the Change Control Form and documents the impact the change will have on the project.
- The Project Manager and Sponsor review the Change Control Form and decide if the change is in or out of the agreed project scope. The Sponsor determines if the scope revision should be approved and seeks additional funding if required.
 - Approved changes will be grouped into a formal Contract Amendment as needed.
- Once accepted, the Project Manager will revise the project plan baseline to reflect the accepted change. Any deliverable content that is expected to change will be documented in the Change Control Form. The contents of the Change Control Form (and any related documentation) will signify an official amendment to the relevant sections of the plan or charter.

Project Plan Approval

The following signature indicates approval of the information, terms and conditions, and specifications presented in this document and all supporting documents. This document is supplemental to the contract and will be considered part of the agreement between the parties. Any amendments to the services provided under this project plan must be documented and accepted by both parties using change control.

Steve Monaghan 01/07/2022
Steve Monaghan (Jan 7, 2022 16:19 PST)
Nevada County Office of Emergency Services Date
Director
Position

James Jones 01/07/2022
Fire Safe Council of Nevada County Date
Executive Director
Position

Communication Plan

Public Communication

All formal communications will be managed by the FSCNC and The County of Nevada or their media consultants. The media consultant will be responsible for developing, managing, and receiving the external project communications.

Team Communication

The FSCNC Site supervisor will be responsible for providing communications to the FSCNC Executive Director, including any critical changes impacting project scope, cost, and schedule, as they occur.

Addendum A

12625 Brunswick Rd, Grass Valley CA
APN 06-630-39, 06-441-34, 06-441-03, 06-441-04, 06-441-05

Exhibit B
Project Implementation “Cap” Rates
Contractor / Rental – “Not to Exceed” Rates

Fuel Reduction Modules	Rates	Unit	Description
Mastication	\$300.00	Hour	Machine, Operator, Mobilization (All Fuel, Supplies and Support)
Heavy Equipment (Small)	\$300.00	Hour	Machine, Operator, Mobilization (All Fuel, Supplies and Support)
Heavy Equipment (Medium)	\$200.00	Hour	Machine, Operator, Mobilization (All Fuel, Supplies and Support)
Heavy Equipment (Large)	\$100.00	Hour	Machine, Operator, Mobilization (All Fuel, Supplies and Support)

Tracked Chipper Module (Small)	\$175.00	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	\$50.00	Hour	Chipper (All Fuel, Supplies & Support)
Hydraulic Dump Trailer	\$75	Day	Towed using FSCNC trucks
Truck	\$100.00	Day	Transportation of crew members, tow-vehicle. (All Fuel, Supplies & Support)
Grinder Module	\$850.00	Hour	Grinder, Excavator, Skid Steer, Operator(s) (All Fuel, Supplies & Support)
Biomass Hauling Module	\$350.00	Hour	Truck, Loader, Operators, Mobilization (All Fuel, Supplies & Support)

Field Staff	Personnel	Unit	Rate	Description
Ground Crew	\$27.50	Hour		Chipping, sawyer and ground crew.
Crew Supervisor	\$44.00	Hour		Crew Supervisors – Chipping, sawyer and ground crew.
Program Manager	\$50.00	Hour		Program Coordination / Liaison between various programs and OES
Overhead Personnel Mileage	\$ 0.58	Mile		Mileage is paid for miles driven to and from the project site from office

Equipment/Supplies	Rate	Unit	Description
Log Splitter	\$10.00	Hour	Log splitter (rental), fuel, supplies.
Chainsaws	\$7.50	Hour	Saw, fuel, chain, supplies.
PPE	\$25.00	Day	All weather gear, gloves, safety vests, ear and eye protection. Per person.

Fire Safe Council- Emergency Green Waste Program- Winter Storm 2021- FINAL -1-7-22

Final Audit Report

2022-01-08

Created:	2022-01-07
By:	Desiree Belding (desiree.belding@co.nevada.ca.us)
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"Fire Safe Council- Emergency Green Waste Program- Winter Storm 2021- FINAL -1-7-22" History

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✓ Agreement completed.

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