

Contract No. _____

Contract Description: Nevada County Abatement Program Phase One Services

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”) is made at Nevada City, California, as of March 8, 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 \$472,342.50 with a match requirement of in-kind or hard match of \$157,447.50.**
3. **Term** This Contract shall commence on, 3/8/2022. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 12/31/2022.
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. [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). Additional Subrecipient funding terms and conditions are outlined in Exhibit D.
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 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.
- D. Confidentiality: During the course of this contract Contractor may have access to personal information pertaining to Nevada County residents. Contractor agrees to take all reasonable and prudent measures to protect this personal information from unauthorized disclosure.

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 Ave.950 Maidu Ave.
City, St, Zip Nevada City, CA 95959
Attn: IGS Admin
Email: IGSadmin@co.nevada.ca.us
Phone: (530) 265-1705

CONTRACTOR:

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

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

Executed as of the day first above stated:

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

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

COUNTY OF NEVADA:

By: _____ Date: _____

Printed Name/Title: Honorable Sue Hoek, Chair, of the Board of Supervisors

By: _____

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved as to Form – County Counsel:

By: _____ Date: _____

CONTRACTOR: Fire Safe Council

By: _____ Date: _____

Name: Jamie Jones
*Title: Executive Director

Exhibits

- A. Scope of Work
- B. Schedule of Charges and Payments
- C. Insurance Requirements
- D. Additional Funding Terms and Conditions

Appendices

- A. HMGP DR-4353 Phase I Detailed Contract Deliverables Report Template
- B. Advance Payment Request and Accountability Report
- C. Subrecipient Management Cost Reimbursement Request

EXHIBIT A

SCOPE OF WORK

Project Description

The County of Nevada Abatement Program seeks to provide defensible space assistance to individuals who are unable to meet the minimum requirements under the law for defensible space due to physical disability or income restriction. Generally, defensible space is an operational term utilized by fire professionals and refers to the management of vegetation in the 100 ft immediately adjacent to and surrounding a home. Good defensible space will reduce the risk of fire spreading from vegetation to the home. Defensible space aims to slow the spread of fire through spacing out flammable vegetation, removing ladder fuels, and routinely removing debris and dry material. Defensible space also creates a buffer zone in which firefighters may make a stand to more safely defend a home.

This project is not a Public Works contract and not generally subject to prevailing wages, except for tree felling work and technical tree removal requiring climbing. If tree felling work and technical tree removal is required to achieve defensible space, Contractor will subcontract for these services which will be subject to prevailing wages.

Detailed Scope of Work

The project will be conducted in two phases. This contract is for Phase I only. Phase I will consist of outreach and coordination, pre-qualification, defensible space treatment, and post-inspections on 78 pre-qualified properties. The Contractor will coordinate and qualify 410 properties for program eligibility to receive treatment in Phase II.

The budget corresponding to Phase I deliverables outlined in this Scope of Work is available on page 13 below. Within two weeks of executing this contract, the Contractor will provide a timeline for the following tasks and subtasks using the template in Appendix A.

Phase I: County of Nevada Abatement Program

The scope of work includes, but is not limited to, the following tasks:

Task 1: Access & Functional Needs Defensible Space Assistance Outreach and Coordination

Provide outreach to the public using multiple channels. The Contractor will:

1A. Develop a webpage hosted on Contractor's website that includes the following information:

- Information About the Grant
- Frequently Asked Questions
- Link to the Application
- How to Qualify
- Direct contact info of Program Manager
- FEMA, CalOES, County of Nevada, and Ready Nevada County logos

1B. Develop graphic assets in English and Spanish to be used on multiple platforms to advertise the program, including digital, in-print, and social media (Facebook, Twitter, Instagram). Share with the County to assist with program promotion on County social channels.

- 1C. Run digital, print, and radio ads in local media including YubaNet, The Union, The Sierra Sun, Moonshine Ink, KVMR, KNCO, and KTKE.
- 1D. Publish press releases to highlight completed defensible space treatments and encourage application submittals for Phase II defensible space implementation. All press releases, radio interviews, and press coverage shall include mention of the Hazard Mitigation Grant Program and acknowledge the partnership between CalOES, FEMA, the Fire Safe Council, and the County of Nevada.
- 1E. Respond to inquiries from potential participants. Provide direct email and phone number to offer program assistance.
- 1F. Coordinate direct outreach to the 78 residents that are pre-qualified to receive defensible space treatment in Phase I:
- 1) Draft *Right of Entry* form and secure approval from County of Nevada County legal counsel.
 - 2) Mail and email a letter to all 78 pre-qualified property owners stating approval for program participation. The letter will include approval status, an overview of the process, the services to be provided, information on next steps, anticipated treatment timeline, Contractor contact information, the *Right of Entry* form, and applicable match requirements.
 - 3) Secure a signed *Right of Entry* form from each property owner. Right of Entry agreements must be fully executed prior to pre-inspection.
- 1G. Conduct outreach to the community at large to recruit an additional 410 program participants for work in Phase II.
- 1) Conduct direct outreach to community partners to target residents for whom this program was intended to serve i.e., underserved residents and community members living with access and functional needs.
 - 2) All relevant community organizations should be contacted but, at a minimum, the following organizations must be contacted: FREED Center for Independent Living, Gold Country Senior Services, The Food Bank of Nevada County, Interfaith Food Ministries, Nevada County Coalition of Firewise Communities, Color Me Human, the Sierra Community House, 211 Connecting Point, the Nevada County Department of Social Services in Truckee and Western Nevada County, and the Nevada County PARTNERS Family Resource Centers. The date and type of outreach to each organization shall be recorded for reporting purposes.
 - 3) Host at least 3 community outreach workshops. These public meetings may be virtual, or in-person, following County and State COVID-safe protocols for large gatherings, to answer questions about the program, encourage application submittals, and ultimately secure a list of eligible participants for Phase II defensible space treatment.

Task 2: Coordinate and Qualify 410 Properties

- 2A. Receive application forms:
- 1) Setup an online application form.
 - 2) Accept hardcopy forms from residents without access to the Internet.

- 3) Maintain a database of all completed applications including eligibility status.
- 2B. Qualify 410 additional property owners, in accordance with [income criteria](#) on the California Department of Housing and Community Development website, on a first come, first served basis.
- 2C. Notify applicants who do not qualify based on the income criteria.
- 2D. Send a letter and an email to all applicants who qualify. The letter will communicate information about next steps, including the need to complete a *Right of Entry* form, the FEMA review process, anticipated timeline, Contractor contact information, and applicable match information.
- 2E. Compile list of 410 applicants who qualify for Phase II treatment. Provide spreadsheet list with Assessor Parcel Number, resident name, age of home, and address to the County to share with FEMA. FEMA will review the list for programmatic review and Environmental and Historical Preservation (EHP) approval.

Task 3: Defensible Space Treatment Implementation

Contractor will:

- 3A. Maintain thorough records for each property that receives treatment, including all relevant information such as, but not limited to, correspondence, a fully executed *Right of Entry* form, program application, and inspection reports.
- 3B. Contractor is required to use Nevada County’s ArcGIS Field Maps application. Contractor will work with Nevada County’s Geographic Information Systems (GIS) staff and Lead Defensible Space Inspector to obtain an ArcGIS license and training for the ArcGIS Field Maps application. Contractor will use the Field Maps application to update the progress status, upload and store applicable documents (Right of Entry Agreements, Estimates, etc.), and review the pre- and post-inspection forms and pictures.
- 3C. Schedule and perform pre-inspections with the homeowner and Nevada County Defensible Space Inspector for the 78 FEMA properties pre-approved to receive defensible space treatment in Phase I.
- 3D. Implement defensible space treatments on properties that have signed *Right of Entry* forms and have undergone a pre-inspection. Treatment shall be to the following specifications and address all concerns outlined in the Nevada County Defensible Space Pre-inspection report.

Defensible Space Requirements

- 1) Create defensible space of one hundred (100’) feet from each side and from the front and rear of the Structure to the property line.
- 2) Remove the portion of a tree that extends within ten (10’) feet of the outline of a chimney or stovepipe.
- 3) Climbing vines must be removed from trees and Structures within the one hundred (100’) foot defensible space zone around Structure(s).
- 4) Ensure trees, shrubs, or other plants adjacent to or overhanging a building are free of dead or dying wood.
- 5) Remove all leaves, needles, or other vegetative materials from the roof of structure(s).

- 6) Remove ladder fuels within the one hundred (100') foot Defensible Space area around Structure(s).

If funds are available after the above work is complete, implement the following:

1. Remove Ladder Fuels to a minimum of a ten (10') foot wide strip of land beyond the shoulder of a roadway serving as primary ingress and egress to the parcel, and to a height of fifteen (15') feet along the boundary of a Parcel.

Only subcontractors with a Contractor State Licensing Board issued license ([D-49 - Tree Service Contractor](#)) shall be used for Class B and Class C tree felling work and technical removal requiring climbing. If Contractor does not possess this license, work must be subcontracted utilizing [2 CFR Part 200](#). Contractor is required to abide by Title 2 Grants and Agreements of the Code of Federal Regulations Part 200, which requires the solicitation of at least three bids from a qualified list of vendors for this work. For more detail, please see Exhibit D.

- 3E. If work requires felling or technical removal of any trees within city limits, Contractor will follow all applicable city regulations as they pertain to obtaining permits for this work.

Contractor will attempt to identify, through the initial questionnaire, whether the property has trees that have been felled by PG&E but not removed. In the event that this is the case, Contractor will consult with a DSI and County project manager to determine how to treat in order to ensure adequate defensible space. Any additional costs will be negotiated with the County project manager.

A Nevada County defensible space inspector (DSI) will conduct a post-inspection after the treatment of each property. If DSI determines adequate defensible space treatment has not been achieved based on the pre-inspection report and criteria above, Contractor will be responsible for covering additional treatment and inspection costs. These additional costs will not be eligible grant expenses.

- 3F. Process hazardous vegetation piles through a woodchipper. Material may be broadcast onto the property, to a thickness of four inches or less, and may be used as mulch. Offsite hauling of green waste may take place at the discretion of the Program Manager. Pile burning is a prohibited disposal method.

Phase I - County of Nevada Abatement Program Budget

Item name	Unit Quantity	Unit of Measure	Unit Cost	Contract Funding	25% Match	Total Estimated Cost with Match
Task 1: Defensible Space Assistance Outreach and Coordination	78	EA	\$270.00	\$15,795.00	\$5,265.00	\$21,060.00
Task 2: Coordinate & Qualify 410 Properties	410	EA	\$270.00	\$83,025.00	\$27,675.00	\$83,025.00
Task 3: Defensible Space Treatment Implementation	78	EA	\$ 6,385.00	\$ 373,522.50	\$ 124,507.50	\$498,030.00
Total				\$ 472,342.50	\$ 157,447.50	\$ 629,790.00

Reporting

The County will set up a recurring monthly meeting, requiring the Contractor's attendance, in order to review program progress.

Reporting at the monthly meetings shall include:

- 1) Submitting monthly progress updates using *Appendix A - HMGP DR-4353 Phase 1 Detailed Contract Deliverables Template*.
- 2) Stating any issues affecting the completion date in the Notes.

Phase 1 Activity Estimated Timeline

- Task 1: Defensible Space Assistance Outreach and Coordination to be completed by May 31, 2022
- Task 2: Coordinate & Qualify 410 Properties to be completed by August 31, 2022
- Task 3: Defensible Space Treatment Implementation to be completed by December 31, 2022

Phase I is to be completed by December 31, 2022.

Management Costs

Management costs mean any indirect costs, administrative expenses, and any other expenses not directly chargeable to a specific project that are reasonably incurred by a grantee or subgrantee in administering and managing an HMGP grant award.

Management costs may not exceed 5% of the total grant cost and will be reported to the County using the *Appendix C: Subrecipient Management Cost Reimbursement Request* form.

Management costs for this project have not been issued from CalOES to date. Management costs for this project will be addressed in a future contract amendment when available.

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% (\$118,086) of the total grant 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.

Payment Schedule:

Contractor may bill the County on a monthly basis, but no less than a quarterly, by the 30th 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 7th of the month following the end of each quarter. This report may be provided separately from the invoice due by the 30th of the month.

2022	2023
April 7, 2022	January 7, 2023
July 7, 2022	
October 7, 2022	

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). For more information, please see Exhibit D.

Contractor shall submit invoicing for the 100% of the cost of the services rendered by the Contractor, including the value of the 25% local match required of the Contractor, and will receive reimbursement for 75% of expenses incurred.

Payments shall be made based on actual costs incurred.

The level of required reporting shown below is needed to enable the County to meet its Reporting obligations to the Grantor (per 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”).

Required reporting:

1. Each invoice submission shall accompany the monthly report provided in Appendix A, HMGP DR-4353 Phase I Detailed Contract Deliverables Report Template
 - a. Monthly 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. # of homes that received defensible space implementation, # of property owners applied for the program, # of property owners qualified to participate in Phase II, # of Landowner Agreements secured.

Required invoice detail:

1. Date of invoice
2. Dates in which services were provided
3. Total hours billed on the invoice by staff member, hourly rate, and corresponding Task, e.g. Task 1, 2 or 3 referenced in the Scope of Work in Exhibit A.
 - a. For expenses related to Task 1-2, supporting documentation shall include timecard reports, or corresponding expenses, e.g. venue rental invoice, etc.

Required supporting documentation:

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

- Payroll reports showing project, pay period, employee name, title, hourly rate including benefits, and calculated costs based on hours worked per staff member as identified in the invoice
- For expenses related to Task 3, supporting documentation shall include an invoice for each home in which defensible space is implemented. The invoice shall 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. If Contractor subcontracts work, supporting documentation shall include invoices from subcontractors with the same level of detail outlined above.
- Receipts and/or invoices for supplies, venue rentals, etc.
- Itemized invoices for any sub-contractors
- Itemized invoices for equipment contracts

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 31st 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
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 B, Attachment 1

**HMGP DR-4353-023-033R – 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)	\$200.00	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	\$75.00	Hour	Chipper (All Fuel, Supplies & Support)
Hydraulic Dump Trailer	\$100.00	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)

Staff	Personnel Rate	Unit	Description
Ground Crew	\$42.50	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
Administrative Coordination	\$59.50	Hour	AFN Defensible space outreach & coordination, applicant qualification

Overhead	Personnel Rate	Unit	Description
Registered Professional Forester	\$ 180.00	Hour	Registered Professional Forester Services
Non-RFP Forestry Technician	\$ 90.00	Hour	Forestry Technician working as a Supervised Designee
Project Coordinator	\$ 80.00	Hour	Project Coordination / Liaison between State and Private Resources
Resource Specialist and Advisors	\$ 120.00	Hour	Biologists, Archeologists, Monitors, Surveyors, Accountancy, etc.
Resource Assistants	\$ 50.00	Hour	Assistants to Resource specialists and Advisors

Overhead Personnel Mileage	\$ 0.58	Mile	Mileage is paid for miles driven to and from the project site from office
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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.

Timber Faller **	\$ 250.00	Hour	Falling of Hazardous Trees of the Class B (trees up to 20 inches) and Class C level (trees 20” and up.)
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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.
- (iii) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if contractor provides written verification it has no employees).**
- (iv) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Other Insurance Provisions:

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

- (i) **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- (ii) **Primary Coverage** For any claims related to this contract, the **Contractor’s insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
- (iii) **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- (iv) **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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

County of Nevada

950 Maidu Ave.
Nevada City, CA 95959

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

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

EXHIBIT D

ADDITIONAL FUNDING TERMS AND CONDITIONS

Federal Emergency Management Agency (FEMA) – Hazard Mitigation Grant Program (HMGP)

This contract includes pass through of federal dollars and the Contractor has been determined to be a Subrecipient for purposes of the award.

1. **FEDERAL AWARD IDENTIFICATION:** Per OMB 2 CFR 200.331 all pass-through entities must ensure that every sub-award is clearly identified to the SUBRECIPIENT as a sub-award and include the following information:

- a) Subrecipient Name: Fire Safe Council of Nevada County
- b) Project Description: Nevada County will provide residents with defensible space treatments by reducing hazardous vegetation around their residences. Phase One will consist of defensible space treatment on 45 properties that have expressed interest and have been pre- inspected for eligibility, along with pre-inspections of an additional 365 homes that would be eligible for treatment in Phase Two and Community Fire Mitigation Training. The treatment prescription is for the management of vegetation within 100-300 feet of structures is dependent upon home siting, vegetation model, and overall fuel loading, as well as 10 feet along the road/driveway shoulder with a 15-foot vertical clearance for emergency equipment response. The hazardous vegetation piles will be processed through a woodchipper, blown back onto the property, and can be used as mulch or hauled offsite based on recommendations from the program manager. The following Phase One activities and deliverables are expected:
Task 1: Access & Functional Needs Defensible Space Assistance Outreach and Coordination
Task 2: Coordinate & Qualify 365 Properties for Defensible Space Treatment
Task 3: Defensible Space Treatment Implementation
- c) Subrecipient DUNS Number: County of Nevada: 010979029 Fire Safe Council of Nevada County: 021979880
- d) Federal Funds Obligated to the Sub-recipient: \$472,342.50
- e) Federal Awarding Agency: FEMA
- f) Pass Through Entity: County of Nevada
- g) Federal Award Identification Number (FAIN): FEMA-4353-DR-CA
- h) Catalog of Federal Domestic Assistance (CFDA) name: Hazard Mitigation Grant Program (HMGP)
- i) Catalog of Federal Domestic Assistance (CFDA) number: 97.039
- j) Contract Term: Start date: 1/11/2022 End date: 12/31/2022
- k) Research and Development Grant: Yes No
- l) Indirect Cost Rate: Yes No N/A De Minimis Indirect Cost Rate

2. **FUNDER TERMS AND CONDITIONS:** The following terms and conditions are required for Recipients and SUBRECIPIENTs accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

- A. **Applicable Federal, State, and Local Laws and Regulations.** The SUBRECIPIENT must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether

they are on this list or other project documents. DHS financial assistance Recipients and SUBRECIPIENTS are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.

- B. **Financial Management Systems.** The SUBRECIPIENT must maintain financial management systems to account for and track funds, as referenced in 2 CFR200.302.
- C. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the SUBRECIPIENT, the Recipient, and FEMA.
- D. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the SUBRECIPIENT must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
- E. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
- F. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
- G. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
- H. **Procurement.** Procurement procedures must be in conformance with 2 CFR200.318-320.
- I. **Monitoring and Reporting Program Performance.** The SUBRECIPIENT must submit quarterly progress reports, per FEMA's requirements as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan. County monthly reporting requirements are outlined in Exhibit B Schedule of Charges and Payments.
- J. **Enforcement and Termination.** If the SUBRECIPIENT fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, sub-application, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
- K. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the SUBRECIPIENT, Recipient, and FEMA.
- L. **Non-Federal Audit.** The SUBRECIPIENT is responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR200.501.
- M. **Debarred and Suspended Parties.** SUBRECIPIENTS is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
- N. **Equipment Rates.** Rates claimed for use of SUBRECIPIENT-owned equipment in excess of the FEMA- approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
- O. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA

Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the SUBRECIPIENT was reimbursed for eligible work from only one funding source.

- P. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the SUBRECIPIENT must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the SUBRECIPIENT will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
- Q. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.
- (1) Within their authority, the Recipient and SUBRECIPIENT must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.

3. RECORDS AND REPORTS:

- A. **Maintenance of and Access to Records:** SUBRECIPIENT shall maintain records and financial documents sufficient to evidence in compliance with the Agreement.
- B.
- C. SUBRECIPIENT shall maintain, at all times, complete detailed records with regard to work performed under this Agreement using Appendix A – DR 5353 Phase I Detailed Contract Deliverables Template. , or make its internal practices and records available to COUNTY or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- D. Upon completion or termination of this Agreement, COUNTY may request SUBRECIPIENT deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from SUBRECIPIENT, then SUBRECIPIENT shall maintain records as defined below after completion or termination of the Agreement. If for some reason SUBRECIPIENT is unable to continue its maintenance obligations, SUBRECIPIENT shall give notice to COUNTY within 30 business days for COUNTY to take steps to ensure proper continued maintenance of records.
- E. COUNTY and the Comptroller General of the United States, and other authorized Federal agencies and representatives shall have the right to examine SUBRECIPIENT'S records, at any reasonable time, as they pertain to any agreements between the Fire Safe Council of Nevada County and the COUNTY.
- F. **Independent Audit Report:** Within six (6) months of close of each COUNTY fiscal year, SUBRECIPIENT shall file a financial audit report as performed by an independent Certified Public Accountant, selected and performed in accordance with Federal Audit Guidelines OMB Super Circular.

- G. Transfer of Records: In the event that SUBRECIPIENT ceases operation, all files that are subject to audit shall be transferred to the COUNTY for proper storage of physical records and electronic data. SUBRECIPIENT shall notify COUNTY of impending closure as soon as such closure has been determined and provide COUNTY with a complete list of records in its possession pertaining to COUNTY clients and operational costs under this Agreement. COUNTY shall promptly advise SUBRECIPIENT which records are to be transferred to the custody of COUNTY. Records not transferred to custody of COUNTY shall be properly destroyed by SUBRECIPIENT, and SUBRECIPIENT shall provide documentation of proper destruction of all such records to COUNTY.
4. **BYRD ANTI-LOBBYING** Amendment (31 U.S.C. 1352) - SUBRECIPIENT that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
5. **INCREASING SEAT BELT USE** in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), SUBRECIPIENT is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
6. **REDUCING TEXT MESSAGING WHILE DRIVING**. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT is encouraged to adopt and enforce policies for its employees that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Contractor Name: Fire Safe Council of Nevada County

Description of Services: Nevada County Abatement Program, Phase I

SUMMARY OF MATERIAL TERMS

Max Price: \$472,342.50 **Required Match:** \$157,447.50

Contract Start Date: 3/8/2022 **Contract End Date:** 12/31/2022

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

COUNTY OF NEVADA:

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

CONTRACTOR:

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: 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
- Exhibit D:** Additional Funding Terms and Conditions

Appendices:

- A HMGP DR-4353 Phase I Detailed Contract Deliverables Template
- B. Advance Payment Request and Accountability Report
- C. Subrecipient Management Cost Reimbursement Request

**Appendix A - HMGP DR-4353-023 , PHASE I
Nevada County Abatement Program
Detailed Contract Deliverables Template**

TASK 1	Access & Functional Needs Defensible Space Assistance Outreach and Coordination (5 Months)	Start Date	Completion Date	Status of Project	Summary	Status Update: Reporting timeframe: Month/Year
1A	Develop a webpage hosted on Contractor's website					
1B	Develop graphic assets in English and Spanish to be used on multiple platforms to advertise the program, including digital, in-print, and social media (Facebook, Twitter, Instagram). Share with the County to assist with program promotion on County social channels.					
1C	Run digital, print, and radio ads in local media including YubaNet, The Union, Sierra Sun, Moonshine Ink, KVMR, KNCO, and KTKE.					
1D	Publish press releases to highlight completed defensible space treatments and encourage application submittals for Phase II defensible space implementation. All press releases, radio interviews, and press coverage shall include mention of the Hazard Mitigation Grant Program and acknowledge the partnership between CalOES, FEMA, the Fire Safe Council, and the County of Nevada.					
1E	Respond to inquiries from potential participants. Provide direct email and phone number to offer program assistance.					
1F	Coordinate direct outreach to the 78 residents that are pre-qualified to receive defensible space treatment in Phase I:					
	1) Draft Right of Entry form and secure approval from County of Nevada County legal counsel.					
	2) Mail and email a letter to all 78 pre-qualified property owners stating approval for program participation. The letter will include approval status, an overview of the process, the services to be provided, information on next steps, anticipated treatment timeline, Contractor contact information, the Right of Entry form, and applicable match requirements.					
	3) Secure a signed Right of Entry form from each property owner. Right of Entry agreements must be fully executed prior to pre-inspection.					

1G	Conduct outreach to the community at large to recruit an additional 410 program participants for Phase II.					
	1) Conduct direct outreach to community partners to target residents whom this program was intended to serve i.e. underserved residents and community members living with access and functional needs.					
	2) All relevant community organizations should be contacted but, at a minimum, the following organizations must be contacted: FREED Center for Independent Living, Gold Country Senior Services, The Food Bank of Nevada County, Interfaith Food Ministries, Nevada County Coalition of Firewise Communities, Color Me Human, Sierra Community House, 211 Connecting Point, Nevada County Department of Social Services in Truckee and Western Nevada County, and Nevada County PARTNERS Family Resource Centers. The date and type of outreach to each organization shall be recorded for reporting purposes.					
	3) Host at least 3 community outreach workshops. These public meetings may be virtual, or in-person (following County and State COVID-safe protocols for large gatherings) to answer questions about the program, encourage application submittals, and ultimately secure a list of eligible participants for Phase II defensible space treatment.					
TASK 2 Coordinate & Qualify 410 Properties (7 months)						
2A	Receive application forms: 1) Setup an online application form. 2) Accept hardcopy forms from residents without access to the internet. 3) Maintain a database of all completed applications including eligibility status.					
2B	Qualify 410 additional residents, in accordance with income criteria on the California Department of Housing and Community Development website, on a first come, first served basis.					
2C	Notify applicants who do not qualify based on the income criteria.					
2D	Send a letter and an email to all applicants who qualify. The letter will communicate information about next steps, including the need to complete a Right of Entry form, the FEMA review process, anticipated timeline, Contractor contact information, and applicable match information.					

2E	Compile list of 410 applicants who qualify for Phase II treatment. Provide spreadsheet list with Assessor Parcel Number, resident name, age of home, and address to the County to share with FEMA. FEMA will review the list for programmatic review and Environmental and Historical Preservation (EHP) approval.					
TASK 3	Defensible Space Implementation (7 months)					
3A	Maintain thorough records for each property that receives treatment, including all relevant information such as, but not limited to, correspondence, a fully executed Right of Entry form, program application, and inspection reports. These will be provided to County of Nevada at the end of Phase I.					
3B	Contractor is required to use Nevada County's ArcGIS Field Maps application. Contractor will work with Nevada County's Geographic Information Systems (GIS) staff and Lead Defensible Space Inspector to obtain an ArcGIS license and training for the ArcGIS Field Maps application. Contractor will use the Field Maps application to update the progress status and review the pre- and post-inspection forms and pictures. Right of Entry agreements, estimates for work not performed by the Contractor, and correspondence with the homeowner will need to be stored separately in folders that correspond with the APN due to storage limitations that impact Field Maps functionality. Right of Entry agreements, estimates, and homeowner correspondence will be shared with the County at the conclusion of Phase I.					
3C	Schedule and perform pre-inspections with the homeowner and Nevada County Defensible Space Inspector for the 78 FEMA properties pre-approved to receive defensible space treatment in Phase I.					
3D	Conduct defensible space treatments on properties that have signed Right of Entry forms and have undergone a pre-inspection. Treatment shall be to the following specifications and address all concerns outlined in the Nevada County Defensible Space Pre-inspection report.					

3E	A Nevada County defensible space inspector (DSI) will conduct a post-inspection after the treatment of each property. If DSI determines adequate defensible space treatment has not been achieved based on the pre-inspection report and criteria above, FSC will perform additional treatment and be responsible for covering additional treatment and inspection costs.						
3F	Process hazardous vegetation piles through a woodchipper. Material may be broadcast onto the property, to a thickness of four inches or less, and may be used as mulch. Offsite hauling of green waste may take place at the discretion of the Program Manager. Pile burning is a prohibited disposal method						



**ADVANCE PAYMENT REQUEST AND ACCOUNTABILITY REPORT
Appendix B**

County of Nevada

SECTION 1: ADVANCE PAYMENT REQUEST

Grant Number:

Date:

Grantee Name:

Advance #:

SELECT AND COMPLETE EITHER SECTION 1 OR SECTION 2:

SECTION 1: ADVANCE PAYMENT REQUEST

Amount Requesting: \$ _____ *(May not exceed 25% of grant award amount)*

Corresponding Invoice: # _____

Please explain the reason for the advance request. *(Example: Deposit needed to start contracting work; upfront seed money needed to plant trees, etc.)*

Please detail the project activities for the advance funds to be used within the next quarter. Attach additional pages if needed.

Task #	Quarter/Year (MM/YYYY)	Estimated Amount (\$)	Activity
1			
2			
3			
4			
5			
6			

Advance Payment Request

- SECTION 2: ADVANCE ACCOUNTABILITY REPORT** *(Part A: Due within 90 days from receipt of advance funds; Part B: Due at end of second quarter if advance funds are not spent; Part C: Due upon complete liquidation of advance funds.)*

Grant Number:
Amount Liquidated to Date: \$

Date:
Report #:

A. To be completed after receiving funds three months from initial payment:

Provide a brief description of activities completed during the initial quarter since receiving the advance funds. If you don't anticipate liquidating the advance funds within one quarter, please provide activities remaining to be completed and an anticipated completion date. *(Example: We hired a contractor to complete Task 1 and should be done by June; due to weather issues we delayed Task 2 but should be done by October.)*

B. At the end of second quarter if advance funds have not yet been spent:

If the advance funds WERE NOT completely liquidated within two quarters, please provide an explanation with revised anticipated completion date. *(Example: Due to heavy rain, we were unable to start the masticating process for two months as identified in Task #2. We should finish by the end of May.)*

C. Fill out once advance funds have been completely spent:

Please provide a summary of accomplishments achieved due to having access to the advance funds. *(Example: The advance allowed us to put down a deposit which resulted in better tree selection and planting on time; paying our contractor ahead of time enabled us to stick to our project timeline, etc.)*

**California Governor's Office of Emergency Services (Cal OES)
SUBRECIPIENT MANAGEMENT COST REIMBURSEMENT REQUEST FORM**

Email Reimbursement Request to:
HMGrantsPayments@CalOES.ca.gov

Subrecipient: _____
FIPS ID #: _____

Mail Reimbursement Request to:
California Governor's Office of Emergency Services
Recovery Financial Processing Unit
3650 Schriever Avenue
Mather, CA 95655

Disaster/Subaward #: _____
 Please mark this box to indicate a change in the Mailing Address in the Authorized Agent section below

Project Number	Cumulative Subrecipient Management Costs to date	Reimbursement Request for the period of _____ to _____
	\$	\$

NOTE: This form is for subrecipient management costs only. Do not include any project expenditures or other costs that were approved as part of your initial grant application.

Under penalty of perjury, I certify that:

- I am the duly authorized officer of the claimant herein and this claim is for costs incurred within the Grant Performance Period
- By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)

Authorized Agent (Per Governing Body Resolution)

_____	_____	_____
Printed Name	Title	Phone Number
_____	_____	_____
Signature	Date	Email Address

New Mailing Address Only

Cal OES 400SRMC (this section is for Cal OES use only)	
Obligated Funding for Subrecipient Management Costs	
Subrecipient Management Costs to Date	
Prior Payments Made	
Amount Allowable for Payment	

_____	_____	_____	_____	_____	_____
Reviewer	Title	Date	Approver	Title	Date

California Governor's Office of Emergency Services (Cal OES)
Instruction Sheet for Subrecipient Management Cost Reimbursement Request Form

Subrecipient

The subrecipient is the entity as identified in the original grant application. Do not identify any sub-departments or offices as the subrecipient.

FIPS ID #

This is the subrecipient's identification number as identified on the Notification of Approval Letter.

**Disaster/
Subaward #**

The disaster/subaward number can be found on the Notification of Approval Letter.

**Address
Change**

Indicate a change in address by checking the box shown and noting the new address on the line labeled "New Mailing Address Only" in the Authorized Agent section.

Project Number

The project number can be found on the Notification of Approval Letter.

**Cumulative
Subrecipient
Management
Costs to Date**

Identify total subrecipient management costs incurred to date for this project. Include only costs covered under FEMA's award for subrecipient management cost funding. **Do not include any project expenditures or other costs that were approved as part of the initial grant application for this project.**

**Reimbursement
Request Period**

The subrecipient may request reimbursement of all, or a portion of, subrecipient management costs incurred since the last Reimbursement Request. Indicate the month, day, and year for the beginning of the period covered to the end of the period covered during which these costs were incurred. *This is not the Project/Budget Period listed on the subaward.* **HMGP Disaster Grants: No fiscal year restrictions. All other grants: A request period cannot cross the State fiscal year, which ends June 30 and begins July 1.**

**Authorized
Agent
Information**

Complete all line items as requested and ensure that the form is signed by an Authorized Agent named on the Governing Body Resolution. **The signature date must be on or after the final day of the indicated request period.**

Mail

This form can be sent to Cal OES via email or regular mail. The subrecipient should maintain duplicate records of all documents sent to Cal OES.

**Supporting
Documents**

Supporting documents are not required to be submitted with the Subrecipient Management Cost Reimbursement Request Form; however, Cal OES reserves the right to request documentation at any time. Subrecipients are reminded to maintain documents that support the expenditures and reimbursement amounts shown on the request.

For additional assistance regarding this Reimbursement Request Form, please contact the Recovery/Hazard Mitigation Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@CalOES.ca.gov.
