



RESOLUTION No. 21-119

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE CONTRACT BETWEEN THE COUNTY OF NEVADA AND FIRE SAFE COUNCIL OF NEVADA COUNTY, PERTAINING TO FREE RESIDENTIAL GREEN WASTE DISPOSAL FOR WILDFIRE MITIGATION, IN THE TOTAL AMOUNT OF \$124,243.76, FOR THE PERIOD APRIL 13, 2021 THROUGH JULY 16, 2021, AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE CONTRACT, AND AMENDING THE FY20/21 OFFICE OF EMERGENCY SERVICES BUDGET BY \$100,000 (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, out of the top ten largest wildfires on record in California, five of them occurred in 2020; and

WHEREAS, the Nevada County Board of Supervisors recently codified Emergency Preparedness as a top objective for the county, stating, "Lead the community in all hazards planning, preparedness, response, and recovery with a focus on wildfire. Do this by focusing on improving countywide evacuation safety, continuing to strengthen early alert and warning systems; creating more defensible space around properties and roadways, engaging residents in emergency preparedness and fire-safe land stewardship, leading the community in recovery from Federally declared disasters and by mitigating the impact of Public Safety Power Shutoff Events."; and

WHEREAS, one of the five Office of Emergency Services annual initiatives is to reduce fire severity and intensity through fuels management by increasing defensible space, affordable green waste disposal, and fuel break implementation; and

WHEREAS, the Fire Safe Council of Nevada County has been a trusted partner in the development of a robust network of Fire Wise Communities throughout Nevada County; and

WHEREAS, the mission of the Fire Safe Council is to help homeowners develop safer neighborhoods via risk assessment, wildfire mitigation, and defensible space implementation around homes and roadways.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California approves:

1. the Professional Services Contract between the County of Nevada and *Fire Safe Council of Nevada County* pertaining to free residential green waste disposal for wildfire mitigation, in the amount of \$124,243.76, for the contract term of April 13, 2021 through July 16, 2021, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

2. Directs the Auditor-Controller to release \$100,000 from the General Fund Unassigned Fund Balance and to amend the Fiscal Year 2020/21 Office of Emergency Services' budget as follows:
Increase:

0101-20702-414-1000 522090 Special Department Expense \$100,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of April, 2021, 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: 


Dan Miller, Chair

4/13/2021 cc: OES*
AC* (hold)

6/30/2021 cc: OES*
AC* (Release)

Administering Agency: Nevada County Office of Emergency Services
Contract No. ___RES 21-119_____
Contract Description: Countywide Free Residential Green Waste Disposal

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of April 13, 2021 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 \$124,243.76.**

3. **Term** This Contract shall commence on, 4/13/2021. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 7/16/2021.

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.

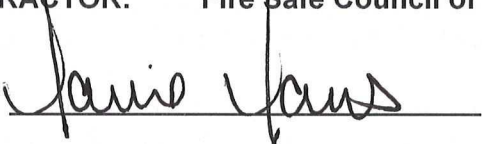
By:  Date: 6/30/2021

Printed Name/Title: Honorable Dan Miller, Chair, of the Board of Supervisors

By: Heidi, Deputy Clerk to the Board, for

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

CONTRACTOR: Fire Safe Council of Nevada County

By:  Date: 04/22/21

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 service of fire mitigation to reduce the threat of wildfire in Nevada County by providing a professional and streamlined residential green waste disposal and woodchip pick up at no cost to the community. Contractor will prioritize the commitment to public health and safety. Safeguards will be implemented at every level of the program, from training to the provision of onsite services, to protect the public, volunteers, and staff from the spread of the coronavirus and the disease it causes, COVID-19. Contractor will utilize trained staff and volunteers to execute this program weekly from May 21- June 25.

Free Residential Green Waste

Free residential green waste disposal will be located at the following two sites:

- Rise Gold, Grass Valley, 12625 Brunswick Rd., Grass Valley, CA
- Truckee Rodeo Grounds, 10695 Brockway Rd, Truckee, CA 96161

Rise Gold Grass Valley

Contractor will staff the free residential green waste drop off location, Friday-Monday, May 21-24 and June 11-14, from 6:30am to 6:30pm. The location will be open to the public for green waste disposal from 7:00am-3:00pm each day.

Truckee Rodeo Grounds

Contractor will staff the free residential green waste drop off location, Friday May 14, June 4, and June 25 from 7:30am to 3:00pm. The location will be open to the public for green waste disposal from 8:00am-2:00pm each day.

Contractor will assist with unloading green waste material from each trailer or vehicle, as needed. Contractor shall coordinate with Truckee Fire Protection District who will loan heavy equipment and an operator to assist with packing material into Tahoe Truckee Sierra Disposal's (TTSD) 40-yard roll off dumpsters. The Site Supervisor will determine the placement of disposed green waste, and Truckee Fire Protection District will use on-site equipment to move and compact collected green waste as needed. As dumpsters approach maximum capacity, Contractor shall contact TTSD to pick up full bins. When TTSD arrives to pick up the dumpster, the Site Supervisor will temporarily halt unloading and ensure no vehicles or trailers are near moving equipment.

Uncontaminated green waste is of paramount importance. Contractor shall work with volunteers to ensure green waste is free of commercial green waste, rounds larger than 24 inches, stumps, rocks, boards, treated wood, and trash.

Free Mulch Pick-up

Free mulch pick-up will be located at the following site: Rise Gold, Grass Valley, 12625 Brunswick Rd., Grass Valley, CA

Rise Gold Grass Valley

Contractor will provide free mulch pick-up at Rise Gold, 12625 Brunswick Rd., Grass Valley. Contractor will staff these locations from 7:30am-3:30pm each day May 28-29 and June 18-19, with the sites open to the public from 8:00am-3:00pm. A site operator will be available to mechanically load trucks and trailers with mulch.

Green Waste Processing

Rise Gold Grass Valley

Contractor will subcontract with a vendor to process, chip and grind, material Tuesday-Thursday, May 25-27 and June 15-17: Rise Gold, Grass Valley, 12625 Brunswick Rd., Grass Valley, CA. Processed material, mulch, will be made available to the community for free.

Staffing and Volunteers

Contractor shall provide one Site Supervisor each day of green waste disposal and mulch pick-up.

Contractor shall provide instruction and oversight throughout the processing, chipping and grinding of material on Tuesday through Thursdays.

Contractor shall provide at least four staff members, in addition to the Site Supervisor, to assist with setup, volunteer coordination, safety, public intake, material screening, traffic control, unloading, and teardown at green waste drop off locations each day. Contractor shall recruit a minimum of three volunteers to assist with green waste disposal.

Contractor shall be responsible for pushing piles of green waste to make additional space as needed.

Contractor shall provide at least two staff members to assist the Site Supervisor with setup, safety, intake, traffic control, mulch loading, and teardown at Rise Gold, 12625 Brunswick Rd., in Grass Valley on Fridays and Saturdays.

Waste Collection & Placement

Contractor will assist with unloading green waste material from each trailer or vehicle after the resident has completed the check-in process. Generally, disposal will be a self-serve to reduce person to person contact. The Site Supervisor will determine the placement of collected green waste, and staff will use on-site equipment to move collected green waste to the rear of the collection sites at the beginning and end of each day. If the green waste is to be moved away from the immediate collection area during collection times when the public is present, the Site Supervisor will temporarily halt unloading and ensure no vehicles or trailers are near moving equipment.

Contractor will coordinate with local organizations, companies, and/or agencies to dispose of uncollected processed green waste material. Options include public and private entities, farms, nurseries, biomass facilities, etc. Green waste material remaining at Rise Gold will be

transported offsite. TTSD will transport all materials from the Truckee Rodeo Grounds.

Permitting

Contractor shall provide an Operations Plan to County of Nevada Planning Department by April 23, 2021. The Operations Plan shall include a detailed description of operations including, a Fire Prevention Plan*, traffic control, storage of material onsite, staffing, hours of operation, mitigation measures, and security assurances. Contractor will include a schematic drawings for each location which will include fencing, all buildings and other structures showing layout and general dimensions of the operations area, including, but not limited to, roadways, entrances and exits, volunteer check-in, intake, unloading, storage, loading, processing, parking areas, traffic flow, and restroom/handwashing station placement.

Contractor shall complete the Environmental Agency Notification and Odor Impact Mitigation Plan no later than April 23, 2021.

Traffic Management

Traffic within the collection sites will be directed by the Site Supervisor and aided by volunteers. The entrance and exit point will be predetermined for each site, as well as direction of traffic flow, to ensure these operations do not impact traffic outside of the disposal complex. Copies of the site plan will be shared with staff, volunteers, and online with the public in advance. Contractor will utilize traffic cones and large signs to help guide traffic within each disposal site. Contractor will coordinate directly with the California Highway Patrol as well as the Truckee Police Department prior to the events.

Safety Measures

Contractor is responsible for safety at the collection site. Contractor shall have a safety plan in accordance with California Code of Regulations, Title 8, § 3203 (Injury and Illness Prevention Plan). Contractor will also abide by all [Cal/OSHA Interim Guidance for General Industry](#) and [Centers for Disease Control guidance on keeping the workplace safe](#).

Contractor will utilize both staff and volunteers to operate this program, with a commitment to prioritizing public health. Contractor will construct, to the extent possible, a contactless program to minimize the spread of coronavirus, and the disease it causes COVID-19. Volunteers will be trained virtually via webinar format. A drive-thru model for both green waste drop off and mulch pick-up will be implemented to reduce community contact. Volunteers will record information on each vehicle or trailer load of green waste for program data collection on tablets, from 6ft or more away from the vehicle. Community residents will remain inside their vehicle, while volunteers screen green waste loads for acceptable materials from outside the vehicle. Volunteers will also assist with directing traffic. Fire Safe Council staff will assist with unloading green waste with 6ft or more feet of distance from the driver. If this space requirement may not be achieved, drivers will be asked to wait in line until ample space may be maintained.

Contractor will utilize large signs to communicate the flow of traffic and distance requirements. Drivers will understand where to deliver their material or pick up mulch without having to speak

with volunteers or staff. For mulch pickup, a machine operator will load chips into the bed of a truck or trailer. At each shift change and at the end of the day, Contractor will sanitize shared equipment such as tablets. Portable toilets, as well as handwashing stations, will be onsite for staff and volunteers. Volunteers and staff will be required to wear masks.

Equipment and Supplies

Contractor will be responsible for providing and procuring all equipment and supplies, including but not limited to first aid kits, face coverings for staff and volunteers, a large probe thermometer, restrooms and handwashing stations, snacks and water for volunteers, tablets for program data collection, and large signs to direct the public.

Contractor may request to borrow traffic cones and interchangeable message board signs from the Office of Emergency Services to support traffic control. Requests shall be made by May 7, 2021.

Operator Qualifications. The Contractor agrees to permit equipment to be used only by properly trained and qualified operators. All operators shall be trained on equipment prior to utilization.

It is agreed volunteers will not operate equipment. Contractor shall ensure that the use of all equipment complies with all ordinances, statutes, safety standards, rules and regulations applicable to the use and operation of the equipment, including but not limited to the following:

- a. Equipment manufacturer's operational manual and safety guidelines;
- b. California Code of Regulations, Title 8, § 6364 (wood chippers);
- c. California Code of Regulations, Title 8, § 3424 (mobile equipment);
- d. California Code of Regulations, Title 8, § 4299 (brush and slash chippers);
- e. Cal-OSHA Tree Work Safety guides and requirements.

Tracking and Reporting

Within 30 days of the completion of the event, Contractor will communicate the budget performance, collected and processed tonnage, tonnage of processed material picked up by residents, number of participants, and other relevant statistics to County of Nevada Office of Emergency Services. Contractor will prepare slides capturing the event for presentation to the Nevada County Board of Supervisors within 30 days of the end of the event.

Volunteer Recruitment

Volunteer recruitment will take place via a number of mediums including:

- Radio interviews
- Virtual webinars
- Press releases
- Leveraging partner reach through maintained listserves
- Social media, including NextDoor, Facebook, Twitter, and Instagram

Volunteer registration will be available on Connecting Point's Volunteer Hub website. In

addition, Contractor will reach out to previous Fire Safe Council and green waste program volunteers.

Contractor and County of Nevada will host both program details and information on how to volunteer on their respective websites.

Volunteer Training

Contractor will provide two volunteer trainings online via Zoom, providing an opportunity for volunteers to engage and ask questions online. The trainings will be recorded and made available for later viewing online. Volunteers will receive a site schematic for each drop off and pick up location prior to volunteering. This map will outline traffic flow, and the details of the drop off and pick up locations.

Volunteer Appreciation

Contractor will follow up with event volunteers to thank them for their participation and support. An evaluation survey will be sent to volunteers to identify any potential for improvement they may have identified while participating in the event.

Outreach and Communications

All event promotion shall be coordinated with the County of Nevada Office of Emergency Services (OES).

Contractor shall acknowledge partnership with OES in all public communication regarding this program, for example on social media, on the radio, and in press releases.

County of Nevada Office of Emergency Services (OES) will coordinate the dissemination of at least five press releases focusing on these topics on the following dates:

- April 13: *Fire Safe Council and County of Nevada Partner to Bring Back Free Green Waste*
- May 10: *Free Residential Green Waste Kicks off This Week, Volunteers Needed to Assist with Contactless Free Residential Green Waste Program*
- May 24: *First Free Green Waste Events a Success*
- June 7: *One More Chance to Take Advantage of Free Residential Green Waste*
- June 28: *Thank You Nevada County for Your Help Keeping the Community Safe*

Contractor shall make event stats available for the above press releases expediently in order to publish press releases immediately following an event. Press releases shall include quotes from the Fire Safe Council and OES staff or County of Nevada representatives.

Contractor will be available to conduct interviews with KNCO, KVMR, and KTKE.

Program information will be hosted on both the FSC and OES webpages.

Fire Prevention Plan*

Contractor shall provide a Fire Prevention, Control and Mitigation Plan which contains the following:

- a. Description of the measures the operator will take to prevent fires and to control and extinguish fires at the site;
- b. Identification and description of the equipment the operator will have available (on site and readily available off-site) to control and extinguish fires;
- c. Description of the measures the operator will take to mitigate the impacts of any fire at the site to the public health and safety and the environment;
- d. Description of the arrangements the operator has made with the local fire control authority having jurisdiction to provide fire prevention, control and suppression;
- e. Discussion of the ability of the local fire control authority to suppress fires at the site in light of the authority's personnel, expertise and equipment, the availability of water, access to the site and to flammable materials on the site, the nature of flammable materials on site, the quantity and dimensions of materials on the site, and the potential for subsurface fires in accumulations of flammable materials on the site.
- f. Evidence that the operator has submitted the Plan to the local fire control authority for review and that the authority has found it to be in compliance with the authority's applicable requirements.

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

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by the County project manager(s).

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: Jenn.Tamo@co.nevada.ca.us
Phone: 530-470-2521

Payment Schedule

The contractor shall submit invoices at the rates and amounts defined in the table below, not more frequently than weekly, to Contract Administrator for costs incurred pursuant to the agreement. In addition, each invoice shall contain the following information:

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

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.

2021 Free Residential Green Waste Disposal Project Budget					
Budget Category	Item Description	Cost Basis			Total
		Quantity	Units	Cost/Unit	
A. Salaries and Wages					
	Supervisor	120	Hours	\$ 35.00	\$ 4,200.00
	On-site Staff	760	Hours	\$ 22.00	\$ 16,720.00
	Program Manager	95	Hours	\$ 40.00	\$ 3,800.00
B. Employee Benefits					
	Supervisor	120	Hours	\$ 12.25	\$ 1,470.00
	On-site Staff	760	Hours	\$ 7.70	\$ 5,852.00
	Program Manager	95	Hours	\$ 14.00	\$ 1,330.00
C. Contractual					
	Grinder	44	Hours	\$ 350.00	\$ 15,400.00
	Hauling	120	Hours	\$ 110.00	\$ 13,200.00
	Large Heavy Equipment	244	Hours	\$ 200.00	\$ 48,800.00
	Medium Heavy Equipment	80	Hours	\$ 150.00	\$ 12,000.00
D. Travel and Per Diem					
	Travel to Site	396	Miles	\$ 0.56	\$ 221.76
E. Supplies					
	Signage	1	Contract	\$ 500.00	\$ 500.00
	Snacks for volunteers	15	Daily	\$ 20.00	\$ 300.00
	Water	15	Daily	\$ 20.00	\$ 300.00
	Safety Supplies	1	Each	\$ 150.00	\$ 150.00
F. Equipment					
	N/A				
Total Project Costs					\$ 124,243.76

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: \$124,243.76

Contract Start Date: 4/13/2021

Contract End Date: 7/16/2021

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: Individ., 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