



# RESOLUTION No. 17-345

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

### RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING AND A CONSERVATION CAMP PROGRAM PROJECT REQUEST WITH THE WASHINGTON RIDGE CONSERVATION CAMP INVOLVING LABOR AGREEMENT FOR ROADSIDE BRUSH CLEARING

WHEREAS, Nevada County desires to remove excess brush adjacent to the County road system for general road safety and wildfire fuel reduction; and

WHEREAS, partnering with the State of California Department of Forestry and Fire Protection and Washington Ridge Conservation Camp to accomplish this task results in a substantial cost savings; and

WHEREAS, the agreement is scheduled to activate on July 1, 2017, with an expiration of June 30, 2018; and

WHEREAS, the maximum amount of this agreement shall not exceed \$45,000; and

WHEREAS, funds are available in the following budgets to accomplish this project:

1114-30107-703-1000  
1114-30107-703-6000

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors approves the Memorandum of Understanding between the County of Nevada and the State of California Department of Forestry and Fire Protection and authorizes the Chair of the Board of Supervisors to execute the agreement on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of June, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Hank Weston, Chair

6/27/2017 cc: DPW (3)  
AC\* (Hold)

7/12/2017 cc: DPW\*  
AC\* (Release)

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY AND FIRE PROTECTION  
**CONSERVATION CAMP PROGRAM – MEMORANDUM OF UNDERSTANDING**  
FC-31 (Rev. 11/10)  
MOU # 2T-203

Master Agreement # \_\_\_\_\_

This Memorandum of Understanding (MOU) is made and entered into by and between the California Department of Forestry and Fire Protection (CAL FIRE) and Nevada County Dept. of Public Works Roads Division (Sponsor).

WHEREAS, CAL FIRE is authorized under Public Resources and Penal Codes to utilize inmates, or wards, assigned to conservation camps to perform the work of CAL FIRE;

WHEREAS, through contracts or cooperative agreement CAL FIRE may permit inmates, or wards to be used in the performance of conservation projects, fuels management and or hazard reduction (which could include slash and pile burning) for a public agency (local, state, or federal) or a qualified nonprofit organization under policies established by the Prison Industries Authority; and

WHEREAS, the Sponsor has a need for assistance in performing such projects,

The parties agree as follows:

- A. The Sponsor shall submit project proposals on a form approved by CAL FIRE (currently an FC-32). By doing so, with reference to any such proposals subsequently approved by the CAL FIRE, Sponsor agrees to:
  1. Pay for all costs directly related to and necessitated by such projects, except for wages, salaries, and other remuneration paid to CAL FIRE employees, inmates, or wards, and the cost of their support.
  2. Demonstrate the availability of adequate plans and specifications, sufficient funds, materials, supplies, and equipment, adequate technical supervision and any special labor requirements to complete such projects.
  3. Obtain the approvals, notification, and permits required by any state, federal, or local agency necessary to commence construction, fuels management, or operation of such projects.
  4. Hold an orientation meeting with CAL FIRE at the commencement of such projects to explain the technical aspects, execution of, and need for such projects.
- B. From proposals submitted by the Sponsor, CAL FIRE shall select those projects meeting the priorities and resources of CAL FIRE. CAL FIRE shall submit evaluations to Sponsor that set forth any special requirements or conditions related to the projects. By so doing, with reference to any such evaluations subsequently approved by Sponsor, CAL FIRE agrees to provide labor, crew, supervision, normal transportation, food, and such tools as CAL FIRE determines to be available. Upon receipt of Sponsor's acceptance of such evaluations, projects shall be assigned to a conservation camp where they will be scheduled in accordance with the priorities and resources of CAL FIRE.
- C. Timing
  1. Sponsor recognizes that fire suppression and other emergency activities have priority over any other work for conservation camp crews.
  2. Sponsor further recognizes that the resources of CAL FIRE are limited and the public service conservation work of CAL FIRE may be altered in priority form time to time.
  3. Projects will be performed within the rules and regulations of CAL FIRE which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such rules and regulations.
  4. The Parties agree that any justified delays by either party shall be excused and costs caused by such delays shall be borne by the party incurring such costs.
- D. Work performed under this MOU will be under the immediate supervision of CAL FIRE officials. The Sponsor will provide such operation supervision, technical assistance, guidance, and inspection, as it considers necessary to properly complete the work.
- E. Nothing herein shall be construed as obligating the Sponsor to expend or to obligate funds in excess of appropriations authorized by law.
- F. All improvements constructed in whole or in part on lands owned or controlled by Sponsor will remain the property of Sponsor.
- G. Permission to perform work on lands owned or controlled by Sponsor does not in any way convey to CAL FIRE, its staff or any persons working with CAL FIRE in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor.

- H. Upon completion of each project, or any phase thereof, permission is hereby granted to CAL FIRE to place upon the project site a sign or emblem consistent in size and design to its surroundings, indicating the participation of CAL FIRE and the year thereof.
- I. Other than as indicated in Section H, neither party shall use the name of the other party in any form or manner in advertisements nor other information released to the public without the prior written approval of the other party. Sponsor may be, and CAL FIRE is, subject to the California Public Records Act. This Section I is not intended to prohibit either party from legally complying with the PRA.
- J. Each party, to the extent permitted by law, agrees to indemnify and hold harmless the other party, its officers, agents and employees from all claims, demands, or liability arising out of the indemnifying party's performance under this MOU except where such injury or damage arose from the sole negligent or intentional acts or omissions of the other party.
- K. Neither party may assign this MOU or any interest herein without the written consent of the other party.
- L. Subject to the provisions herein, all remedies allowed by law are available to either party for enforcement of this MOU. Any waiver of rights by either party on any matter related to this MOU shall not be deemed to be a waiver on any other matter relating to the MOU.
- M. All provisions of this MOU constitute essential elements of the agreed exchange that is the subject matter of this MOU. Accordingly, if any of these provisions are determined to be invalid, illegal, or unenforceable in any material respect, the remainder of this MOU is not enforceable against either of the Parties except as may be necessary to effect payment for services already rendered.
- N. This MOU may be modified by mutual written agreement of the parties.
- O. This MOU takes effect shall remain in effect 7/01/17 through 6/30/18, unless terminated prior to that date by 60 days written notice from one party to the other.
- P. The maximum amount of this MOU is \$45,000, unless otherwise amended in writing and mutually agreed upon by all parties. Expenditures will be paid from budget accounts: 1114-3017-703-1000-521520, 1114-30107-703-6000-521520, 1114-30107-703-1000-521120, and 1114-30107-703-1000-521130.

IT IS AGREED:

CAL FIRE

Date: 7/6/17

By: Mike Stewart

Print Name: Mike Stewart

Title: Admin Capt

Address: Washington Ridge Conservation Camp  
11425 Conservation Camp Road, Nevada City, CA 95959

SPONSOR COUNTY OF NEVADA

Date: 6/27/2017

By: Hank Weston

Print Name: HANK WESTON

Title: Chairman of the Board of Supervisors

Address: County of Nevada  
950 Maidu Avenue, Nevada City, CA 95959