

RESOLUTION No. 23-220

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE CONTRACT BETWEEN THE FIRE SAFE COUNCIL OF NEVADA COUNTY AND THE NEVADA COUNTY OFFICE OF EMERGENCY SERVICES FOR THE WINTER STORM GREEN WASTE MITIGATION PROJECT IN THE AMOUNT OF \$125,000 FOR USE DURING THE PERIOD OF MAY 23, 2023 THROUGH DECEMBER 31, 2023, AND AUTHORIZING THE DIRECTOR OF EMERGENCY SERVICES TO EXECUTE THE CONTRACT

WHEREAS, the Winter Storms of 2023 significantly increased the volume of hazardous vegetation throughout the community; and

WHEREAS, without resources for the community to remove trees and other vegetation, residents will be unable to clean-up many private properties and critical evacuation routes prior to fire season; and

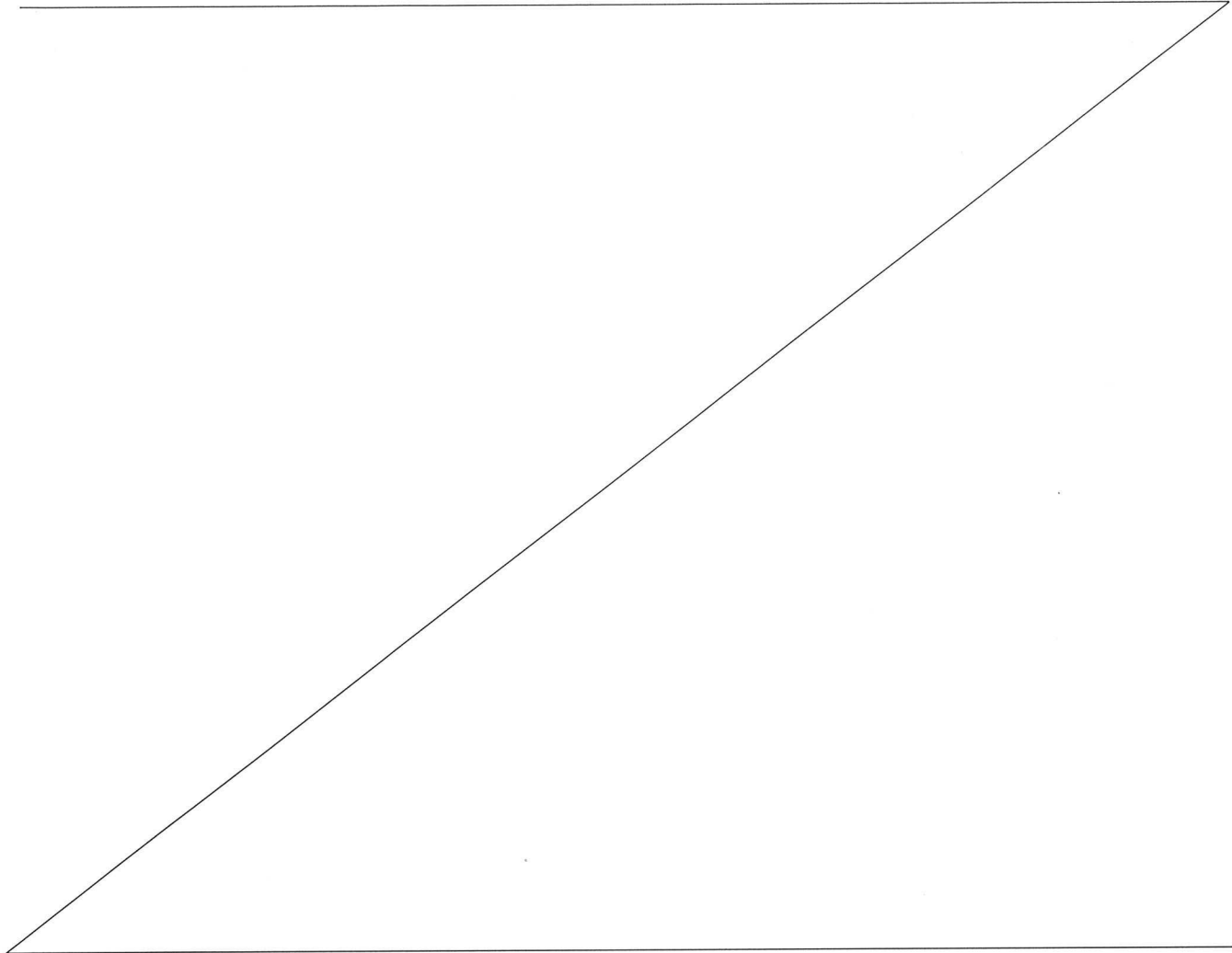
WHEREAS, additional resources including free community green waste drop-off events and direct neighborhood green waste support will help reduce fire fuels prior to fire season; and

WHEREAS, funding is available from the OES Fiscal Year 2022/23 Budget and the CAL FIRE Grant 5GA21159 for the Winter Storm Hazardous Vegetation Clean-Up Project supporting these enhanced services for the \$125,000 project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Nevada, State of California, hereby approves the contract between the Fire Safe Council of Nevada County and the County of Nevada with a contract not to exceed amount of \$125,000 for the Winter Storm Green Waste Mitigation Project for the term of May 23, 2023 through December 31, 2023, and authorizes the Director of Emergency Services to execute the contract on behalf of the County of Nevada.

Funding:

0101-20702-414-1000/521520 \$125,000



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of May, 2023, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Edward C. Scofield, Chair

5/23/2023 cc: OES*
AC*



2023 Community Green Waste Drop-Off Site Operations

(Similar programming also planned for 2024 through the CAL FIRE – Fire Prevention Grant Program)

LOCATION

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

HOURS OF OPERATION

- Green Waste Collection will take place on the 2nd and 4th weekends of the months from March through June of 2023.
- Green Waste Grinding will take place the following weeks (T-F) of each green waste collection weekend between 8:00 a.m. and 5:00 p.m and chips will be made available for community pickup to facilitate carbon sequestration in the county. Chips will remain onsite for community pickup in between drop off events on following weeks. Excess chips will be hauled offsite to predetermined sites or a biomass facility.

GREEN WASTE FIRE HAZARD MITIGATION

On Sunday and Monday of each collection event week, collected green waste will be stored on hardscape areas as shown on the site maps included. The material collected will be similar in composition to that of burn piles commonly seen on residential properties during seasonal clearing activities, though piles will be larger. At that stage, the green waste will not be sufficiently compressed to allow for spontaneous combustion. However, a water tender/buffalo will be on site when the piles are being moved, or ground down, should a spark ignite a pile. Clearance will also be maintained away from any site vegetation to help ensure access around the entirety of piles during operations.

During the weekdays following each event the material will be ground down and hauled offsite to an approved facility. There will also be small piles of chips for community pickup as shown on the project map. Pile heights will be sufficiently limited to reduce the compression load, and therefore reduce the risk of combustion. The Site Supervisor, and/or vendor, will be equipped with a REOTEMP Heavy Duty Compost 48 in 200 Degrees Fahrenheit Thermometer or equal to monitor pile temperature and instructed to take readings at a minimum of 2 times each day if the pile height is greater than 3 feet. In the event of a fire the Site Supervisors, and/or vendor will contact 911 and coordinate with the local fire agency to ensure the fire is fully extinguished.

All material received including slash and wood rounds will be processed and chipped. Any material deemed suitable for the Senior Firewood Program will be diverted for Gold Country Senior Services for firewood processing/storage. Rounds will be accepted but not complete logs. Records for amounts of material processed and taken offsite to pre-determined locations will be kept for grant reporting and

carbon sequestration tracking. Records will be organized onsite and managed by the Fire Safe Council of Nevada County.

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

This activity falls under the following exclusion:

14 CCT, Section 17855 (5) The handling of compostable materials is an excluded activity if: (1) the activity is the storage of yard trimmings at a publicly designated site for the collection of lot clearing necessary for fire protection provided that the public agency designating the site has notified the fire protection agency.

Regulatory Permitting Approvals:

- California State Water Resources Control Board:
 - Waste Discharger Identification (WDID) No. In Progress and will be obtained prior to first event
 - Industrial General Permit No. In Progress and will be obtained prior to first event
- Nevada County Planning Department: Notice of Exemption Dated: In Progress and will be obtained prior to first event
- Ophir Hill Fire Protection District Operational Approval Dated: In Progress and will be obtained prior to first event

SCREENING PROCESS

At time of arrival, staff and/or volunteer will confirm and document the address of the private property owner and they are located within Nevada County. The address the material originated from and estimated quantity in cubic yards will be recorded. The property owner will then unload the debris at the approved site location. Should unload assistance be required, Fire Safe Council staff will assist. It is anticipated that a maximum of 1000 cubic yards/ 300 tons of material will be received daily.

If property owners bring ineligible material to the site, such as construction/demolition debris or municipal garbage, rounds over 28 inches, root balls, and invasive species such as scotch broom, blackberries, etc., they will be directed to take such debris to the McCourtney Road transfer station.

EQUIPMENT NOISE LEVELS

Manufacturer specs were not available, so tests were conducted for each unit at distances closer than most people will be within. The site is large enough to prevent noise nuisance to adjacent communities and residences.

Kubota KX-080

- Tier 4 Final Engine
- 72dB at 100ft distance
- 62 dB at 200 ft distance

Kubota U-35 mini excavator loading tub grinder at the Rise Gold Site

- Tier 4 Final Engine
- 65 dB at 100 ft distance

- 56 dB at 200 ft distance

Tub Grinder

Grinding at Rise Gold Site

- Tier 4 Final Engine
- 65 dB at 100 ft distance
- 56 dB at 200 ft distance

Front end loader at Truckee Rodeo Grounds site, loading waste into bins to be hauled away

- 65 dB at 100 ft distance
- 56 dB at 200 ft distance

RUNOFF

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

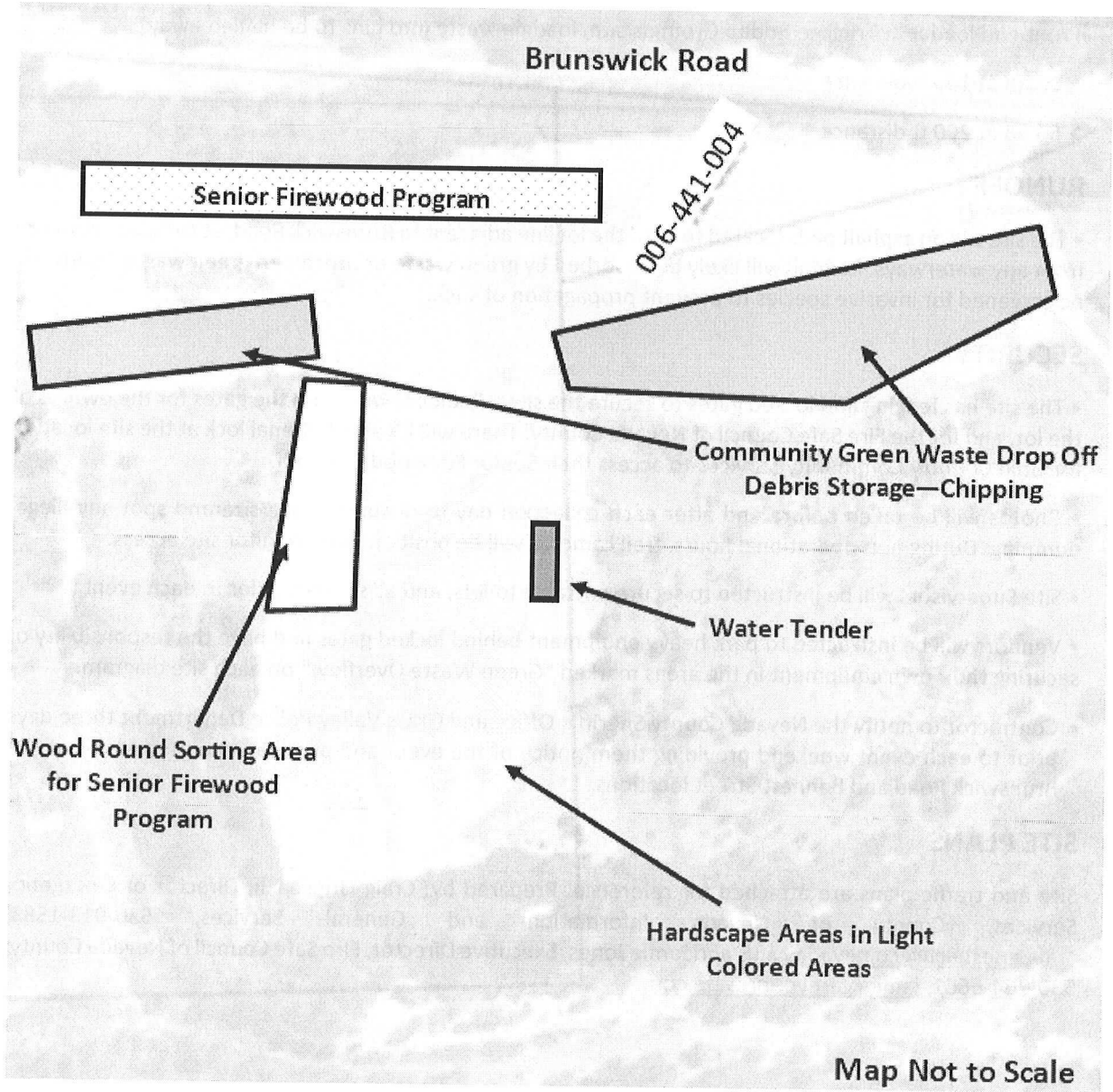
SECURITY

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

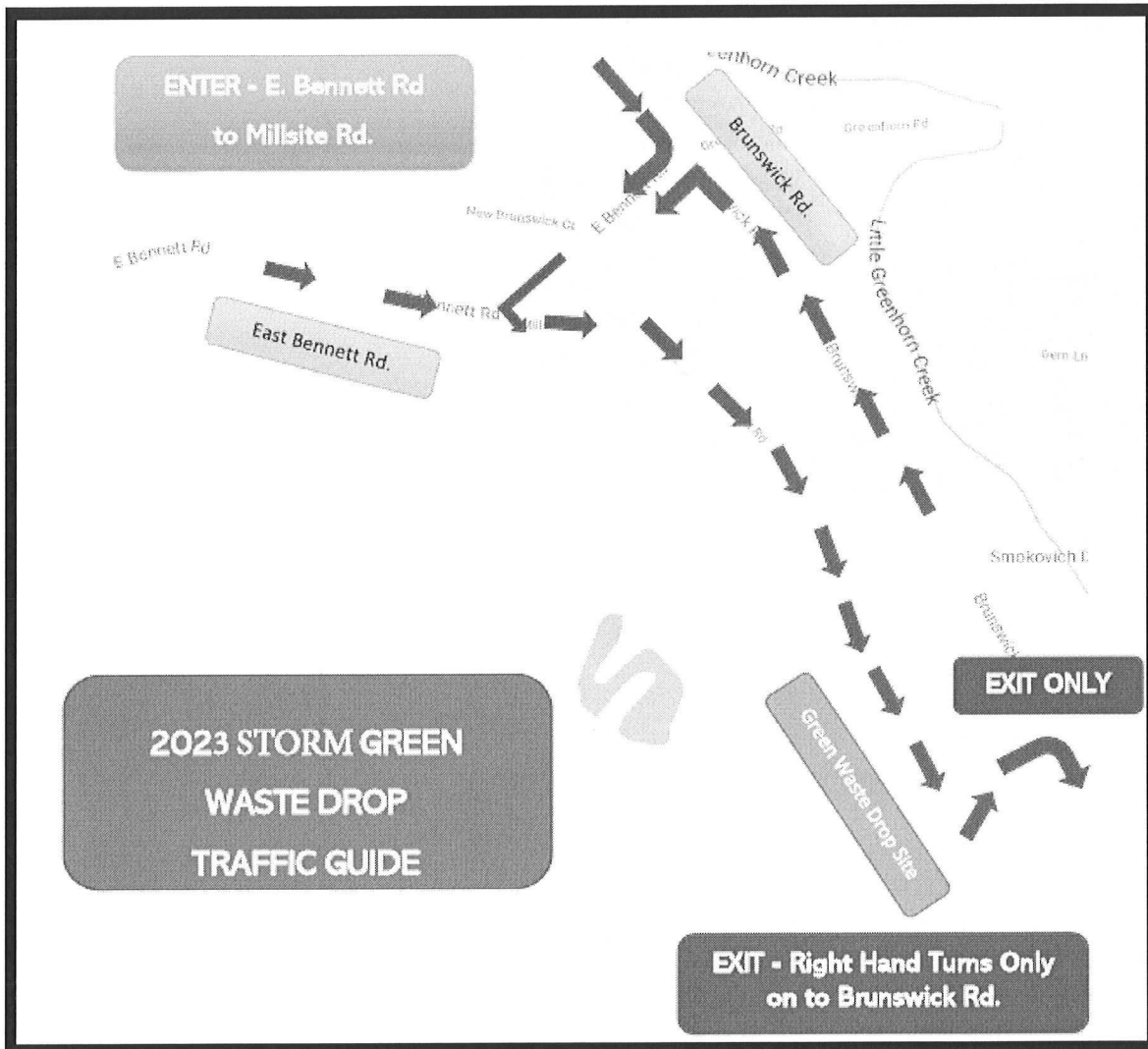
SITE PLANS

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

Storm Emergency Green Waste Collection Site Plan



Emergency Storm Green Waste Traffic Plan



Cones

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

Signs

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

Directing Traffic

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



Contacts

Craig Griesbach
Director of Emergency Services – Project Co-Lead
County of Nevada
530-265-1583 (office)
530-913-1583 (cell)
craig.griesbach@nevadacountyca.gov

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

Administering Agency: Nevada County Office of Emergency Services

Contract No.

RES 23-220

Contract Description: Winter Storm Green Waste Mitigation

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of May 23, 2023 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 One-Hundred Twenty-Five Thousand dollars, \$125,000.**
3. **Term** This Contract shall commence on, May 23, 2023. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: December 31, 2023.
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, photostatting, 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: Craig Griesbach
 Email: craig.griesbach@nevadacountyca.gov
 Phone: 530-265-1583

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: Craig Griesbach Date: 08/01/2023
Craig Griesbach (Aug 1, 2023 12:59 PDT)

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

CONTRACTOR: Fire Safe Council of Nevada County

By: Jamie Jones Date: 08/01/2023

Name: Jamie Jones

* Title: Executive Director

By: _____ Date: _____

Name:

* Title:

Exhibits

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

EXHIBIT A

SCHEDULE OF SERVICES

Contractor will provide the essential services requested by the County to mitigate the impacts of winter storm damage caused to Nevada County communities during the 2023 winter storm events.

1. Operate and manage the Free Community Green Waste Drop off Events in accordance with the 2023 Community Green Waste Drop-Off Site Operations Plan (Exhibit A-1).

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





2. Provide direct community green waste and vegetation abatement support to impacted communities and specific properties as requested and approved in writing by Office of Emergency Services staff. All work shall be completed in accordance to the rates provided in Exhibit B.

Services may include but not limited to:

- Ground sawyer work
- Prep for pile burning (vegetation organization, ground clearing, etc)
- Placing vegetation in green waste containers and/or for transportation
- Chipping; and
- Mastication

Contract Deliverables:

1. Contractor shall provide information in writing regarding the number of green waste vehicle loads that were dropped off each day of the free community green waste drop-off events and attach this information with invoice.
2. Contractor shall provide information regarding the total tonnage of processed material from the community green waste drop-off events.
3. Contractor shall provide information regarding direct green waste services provided including equipment and staff type and hours served to each community with that specific community listed. This shall include quantifiable information for services provided. Example: number of acres cleared, trees removed/processed, brush cleared, chipping hours, etc. Contractor to work with County to determine format and information specifics.

4. In addition to the site signage already on site and project documents produced in compliance with the CAL FIRE and the California Department of Forestry grant/signage, contractor shall include the Ready Nevada County logo on the community green waste site. Any direct community services provided, signage shall be located and visible from those sites including the Ready Nevada County, CAL FIRE, and California Department of Forestry and Fire logos. Any new or updated project documents, written community outreach, and signage shall include a statement "Funding for this project by the California Department of Forestry and Fire Protection's Wildfire Prevention Grants Program and the County of Nevada."

EXHIBIT B

SCHEDULE OF CHARGES AND PAYMENTS

Maximum Limit & Fee Schedule

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

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

Invoices

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

- Contract number
- Title of approved program work is being performed for.
- Billing period covered including the following:
 - a time log of daily hours
 - equipment used
 - Number of hours the equipment was used
 - specific activities performed (i.e., chipping, sawyer work, etc.)
- Dates/Months services were performed.
- Grand total amount for the invoice.
- For direct community green waste and vegetation abatement services, the approved OES written scope of work shall accompany the invoice as applicable.

Submit all invoices to:

Nevada County
County of Nevada Emergency Services
Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: Craig Griesbach
Email: IGSAAdmin@co.nevada.ca.us
Phone: 530-265-1583

Payment Schedule

A singular final invoice shall be submitted at the conclusion of the Community Green Waste Drop-Off events for the total amount of services provided for all event dates. Final report, as outlined in Exhibit A, of Community Green Waste Drop-Off events shall be submitted prior to or with the invoice. Invoice backup documentation shall include a detail of staff hours, equipment hours and/or other services provided to operate the Community Green Waste Drop-Off events. Services provided for these events shall not exceed \$80,000.

For direct community green waste and vegetation abatement services, invoices shall be submitted monthly for any services rendered with a not to exceed amount of \$45,000.

All invoices shall be submitted to the Contract Administrator for costs incurred pursuant to the agreement.

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

Fuel Reduction Modules	Rates	Unit	Description
Mastication	\$350.00	Hour	Machine, Operator, Mobilization (All Fuel, Supplies and Support)
Tracked Chipper Module (small)	\$187.50	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)	\$487.50	Hour	18" Machine, Operator, Mobilization (All Fuel, Supplies & Support)
Tow Behind Chipper Module	\$75.00	Hour	Tow Vehicle, Chipper (All Fuel, Supplies & Support)
Grinder Module	\$350.00	Hour	Grinder, Excavator, Skid Steer, Operator(s) (All Fuel, Supplies & Support)
Loader Module	\$200.00	Hour	Loader, Operator (All Fuel, Supplies & Support)
Excavator Module	\$200.00	Hour	Excavator, Operator (All Fuel, Supplies & Support)
Biomass Hauling Module (Small-Dump Truck)	\$145.00	Hour	Truck, Operator, Mobilization (All Fuel, Supplies & Support)
Hand Crew Module	\$250.00	Hour	Four-person crew, tools, transportation (All Fuel, Supplies & Support)

Overhead	Personnel Rate	Unit	Description
Registered Professional Forester	\$ 150.00	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	\$ 110.00	Hour	Biologists, Archeologists, Monitors, Surveyors, Accountancy, etc.
Resource Assistants	\$ 40.00	Hour	Assistants to Resource specialists and Advisors
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.)
Overhead Personnel Mileage	\$ 0.58	Mile	Mileage is paid for miles driven to and from the project site from office
Tool/ Equipment, Supplies (Rental)	Varies	Each	Tool/ Equipment, Supplies or Storage logistics are reimbursed at cost plus admin.

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

Field Staff	Personnel Rate	Unit	Description
Ground Crew	\$35.50	Hour	Chipping, sawyer and ground crew.
Crew Supervisor	\$55.00	Hour	Crew Supervisors – Chipping, sawyer and ground crew.
Program Manager	\$65.00	Hour	Program Coordination / Liaison between various programs and OES
Overhead Personnel Mileage	\$ 0.58	Mile	Mileage is paid for miles driven to and from the project site from office
Equipment/Supplies	Rate	Unit	Description
Log Splitter	\$10.00	Hour	Log splitter (rental), fuel, supplies.
Chainsaws	\$7.50	Hour	Saw, fuel, chain, supplies.
PPE	\$25.00	Day	All weather gear, gloves, safety vests, ear and eye protection. Per person.

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

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

Other Insurance Provisions:

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

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

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

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

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

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

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

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

SUMMARY OF CONTRACT

Contractor Name Fire Safe Council of Nevada County

Description of Services Winter Storm Green Waste Mitigation

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$125,000
Contract Start Date: 5/23/2023 **Contract End Date:** 12/31/2023
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)	

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: Craig Griesbach
Email:
craig.griesbach@nevadacountyca.gov
Phone: 530-265-1583

CONTRACTOR:

Fire Safe Council of Nevada County

Address PO Box 1112
City, St, Zip Nevada City, CA 95959
Attn: Jamie Jones
Email: Jamie@areyoufiresafe.com
Phone: 530-272-1122

Contractor is a: (check all that apply)

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

EDD Worksheet Required

Yes No

ATTACHMENTS

- Exhibit A:** Schedule of Services
- Exhibit A-1:** 2023 Community Green Waste Drop-Off Site Operations Plan
- Exhibit B:** Schedule of Charges and Payments
- Exhibit C:** Insurance Requirements

Signature: 

Email: jamie@areyoufiresafe.com

Title: Executive Director

Company: Fire Safe Council of Nevada County

Signature: Craig Griesbach
Craig Griesbach (Aug 1, 2023 12:59 PDT)

Email: craig.griesbach@nevadacountyca.gov

Title: Director of Emergency Services

Company: County of Nevada