

**PERSONAL SERVICES CONTRACT**

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

**Contractor Name: Fire Safe Council of Nevada County**

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Description of Services: Free Residential Green Waste Disposal**

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:** \$48,380  
(§3) **Contract Beginning Date:** 4/15/2020 **Contract Termination Date:** 7/15/2020  
(§4) **Liquidated Damages:** \_\_\_\_\_

**INSURANCE POLICIES**

Designate all required policies:

		Req'd	Not Req'd
(§6) <b>Commercial General Liability</b>	(\$2,000,000)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§7) <b>Automobile Liability</b>	(\$ 300,000) Personal Auto	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	(\$1,000,000) Business Rated	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	(\$1,000,000) Commercial Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(§8) <b>Worker's Compensation</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(§9) <b>Errors and Omissions</b>	(\$1,000,000)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**LICENSES AND PREVAILING WAGES**

(§14) Designate all required licenses:

\_\_\_\_\_

**NOTICE & IDENTIFICATION**

(§26) **Contractor:**  
Fire Safe Council of Nevada County  
PO Box 1112  
Nevada City, CA 65945

**County of Nevada:**  
Office of Emergency Services  
950 Maidu Ave.  
Nevada City, CA 95959

Contact Person: Jamie Jones  
(530) 272-1122  
e-mail: [jamie@areyoufiresafe.com](mailto:jamie@areyoufiresafe.com)

Contact Person: Paul Cummings  
(530) 265-1515  
e-mail: [paul.cummings@co.nevada.ca.us](mailto:paul.cummings@co.nevada.ca.us)

**Contractor is a:** (check all that apply)

Corporation:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLC,	<input checked="" type="checkbox"/> Non-profit
Partnership:	<input type="checkbox"/> Calif.,	<input type="checkbox"/> Other,	<input type="checkbox"/> LLP,	<input type="checkbox"/> Limited
Person:	<input type="checkbox"/> Indiv.,	<input type="checkbox"/> Dba,	<input type="checkbox"/> Ass'n	<input type="checkbox"/> Other

**EDD:** Independent Contractor Worksheet Required:  Yes  No

**ATTACHMENTS**

Designate all required attachments:

	Req'd	Not Req'd
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

### Services

**1. Scope of Services:**

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

### Payment

**2. Charges and Payments:**

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

### Time for Performance

**3. Contract Term:**

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

**4. Liquidated Damages:**

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

**5. Time of the Essence:**

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

### Insurance

**6. Commercial General Liability Insurance:** (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

**7. Automobile Liability Insurance:** (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

- (i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;
- (ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;
- (iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;
- (iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

**8. Worker's Compensation:** (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

**9. Errors and Omissions:**

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

**10. Miscellaneous Insurance Provisions:** (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies



with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); 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. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

**11. Indemnity:**

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

**Personal Services**

**12. Contractor as Independent:**

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

**13. 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 nor 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 at §§6, 7, 8, 9 and 10, 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 agreement, 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.

**14. Licensing and Permits:**

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, 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.

**Public Contracts**

**15. 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 §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

- (i) 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>.

(ii) 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.

(iii) Contracts to which these 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.

(iv) 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.

**16. Accessibility (County Resolution No. 00190):**

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 be in compliance 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.

**17. Nondiscriminatory Employment:**

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

**18. Prior Nevada County Employment (County Resolution No. 03-353):**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

**19. Cost Disclosure:**

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

**Default and Termination**

**20. Termination:**

A Material Breach of this Contract pursuant to the terms hereof 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**.

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) days written notice** to Contractor.

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.

County, upon giving **sixty (60) 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.

### Miscellaneous

**21. Books of Record and Audit Provision:**

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said 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

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. 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.

**22. Intellectual Property:**

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

**23. Entire Agreement:**

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

**24. Jurisdiction and Venue:**

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

**25. Compliance with Applicable Laws:**

The 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.

**26. Notices:**

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

**27. 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.





## 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 17- June 13.

#### Free Residential Green Waste

##### Site Locations

The free residential green waste drop off locations will be at the following sites:

- NID Site in Alta Sierra, 12057 and 12079 Francis Dr. Grass Valley, CA
- Penn Valley Rodeo Grounds, 10531 Spenceville Road, Grass Valley
- Rise Gold Site in Grass Valley, 12625 Brunswick Rd., Grass Valley, CA

The free woodchip pick up locations will be at the following sites:

- Penn Valley Rodeo Grounds, 10531 Spenceville Road, Grass Valley
- Rise Gold Site in Grass Valley, 12625 Brunswick Rd., Grass Valley, CA

##### Hours and Days of Operation

May 17-June 2, Sunday through Tuesday:

Contractor will staff the free residential green waste drop off locations, Sunday through Tuesday, from 8am-4pm. The locations will be open to the public for green waste disposal from 9am-3pm each day.

May 20-June 4, Wednesday and Thursday:

Contractor will subcontract with a vendor to transport unprocessed material from 12057 and 12079 Francis Dr. Grass Valley to 12625 Brunswick Rd., Grass Valley. Contractor will subcontract with a vendor to process, chip and grind, material at the 10531 Spenceville Road, Grass Valley and 12625 Brunswick Rd., Grass Valley locations. Processed material, woodchips, will be made available to the community for free.

May 22-June 6, Friday and Saturday:

Contractor will provide free woodchips for pick up at 10531 Spenceville Road, Grass Valley and 12625 Brunswick Rd., Grass Valley. Contractor will staff these locations from 8am-4pm each day, with the sites open to the public from 9am-3pm each day.

June 7-June 13:

Contractor will process, chip and grind, remaining green waste from the final weekend of community collection at 10531 Spenceville Road, Grass Valley and 12625 Brunswick Rd., Grass Valley. Contractor will transport unprocessed material from 12057 and 12079 Francis Dr. Grass Valley to 12625 Brunswick Rd., Grass Valley for final processing. Remaining vegetation will be relocated from 10531 Spenceville Road, Grass Valley and 12625 Brunswick Rd., Grass Valley to North Columbia Holdings in North San Juan by Saturday, June 13.

##### Staffing and Volunteers

Contractor shall provide one Site Supervisor at each of the green waste drop off locations, Sunday, Monday, Tuesday, and the two woodchip pick up locations, Friday and Saturday.



Contractor shall provide instruction and oversight throughout the process of chipping and grinding material on Wednesdays and Thursdays.

Contractor shall provide three staff members to assist with setup, volunteer coordination, safety, public intake, material screening, traffic control, unloading, and teardown at all three green waste drop off locations Sundays, Mondays, and Tuesdays. Contractor shall recruit three volunteers to assist with green waste disposal drop off.

Contractor shall be responsible for pushing piles of green waste to make additional space at each of the drop off locations from 6:30am-8:30am and from 3:30pm-7:30pm on Sundays, Mondays, and Tuesdays.

Contractor shall provide two staff members to assist with setup, safety, intake, traffic control, woodchip loading, and teardown at the two woodchip pick up locations (10531 Spenceville Road, Grass Valley and 12625 Brunswick Rd., Grass Valley) Fridays and Saturdays.

### **Waste Collection & Placement**

Contractor will assist with unloading green waste material from each trailer or vehicle after the resident has checked in with the volunteers, as needed. 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.

Green waste material remaining at each site at the end of the program will be transported offsite to North Columbia Holdings in North San Juan by Saturday, June 13.

### **Permitting**

Contractor shall provide an Operations Plan to County of Nevada Planning Department by April 13, 2020. 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 17, 2020.

### **Traffic Management**

Traffic within the collection sites will be directed by the Site Supervisor and aided by volunteers, once participants drive onto the disposal complex premises. 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.

### **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 wood chip 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, only if absolutely necessary, with 6ft or more feet of distance from the driver. Each unloading vehicle will maintain at least 20 feet of distance between other unloading vehicles. 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 chipped green waste without having to speak with volunteers or staff. For chip 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 asked to wear face coverings.

### **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 6, 2020.

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 town hall webinars
- Press releases
- Leveraging partner reach through maintained listserves

- Social media, including NextDoor, Facebook, Twitter, and Instagram

Volunteer registration will be available on Connect 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 take place on May 8 and May 9 from 9am-10am and 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.

Contractor will coordinate the dissemination of at least five press releases focusing on these topics on the following dates:

- *May 1: Fire Safe Council and County of Nevada Partner to Bring Back Free Green Waste*
- *May 7: Free Residential Green Waste Kicks off Next Week, Volunteers Needed to Assist with Contactless Free Residential Green Waste Program*
- *May 20: First Week of Free Green Waste a Success*
- *June 13: Three More Weeks to Take Advantage of Free Residential Green Waste*
- *June 30: Thank You Nevada County for Your Help Keeping the Community Safe*

Press releases shall include quotes from the Fire Safe Council and OES staff or County of Nevada representatives.

Contractor will work in coordination with OES to schedule radio interviews with KNCO, KVMR, KTKE and virtual interviews with Nevada County Media.

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**

**Green Waste Program**

For services satisfactorily completed in accordance with the terms and conditions stated herein, and upon receipt and approval of the invoices, the County agrees to compensate the Contractor for actual expenditures incurred up to the maximum Contract amount of \$48,380.

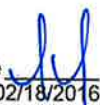
This contract may, upon mutual agreement of the Parties, be amended to include additional hazardous vegetation removal components including additional weeks of green waste programming, chipping and defensible space services for individuals with Access and Functional Needs.

Invoices shall be submitted to:

County of Nevada Emergency Services  
Attention: Program Manager  
950 Maidu Ave.  
Nevada City, CA 95959

The contractor shall submit invoices, not more frequently than weekly, to County of Nevada 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.



Tracking #: \_\_\_\_\_

**Project Budget**

Project Name: Green Waste Disposal

Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Drawee	Partner	Grant	Drawee	Partner	
<b>A. Salaries and Wages</b>											
	Site Supervisors	312	Hours	\$ 23	100%	0%	0%	\$ 7,800	\$ -	\$ -	\$ 7,800
	Staff	693	Hours	\$ 18	55%	45%	0%	\$ 6,861	\$ 5,613	\$ -	\$ 12,474
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	<b>Sub-Total Salaries and Wages:</b>							\$ 14,661	\$ 5,613	\$ -	\$ 20,274
<b>B. Employee Benefits</b>											
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	<b>Sub-Total Employee Benefits:</b>							\$ -	\$ -	\$ -	\$ -
<b>C. Contractual</b>											
	Piling, Loading, Pushing	138	Hours	\$ 150	40%	60%	0%	\$ 8,280	\$ 12,420	\$ -	\$ 20,700
	Grinding	48	Hours	\$ 250	40%	60%	0%	\$ 4,800	\$ 7,200	\$ -	\$ 12,000
	Inter-site Chip Hauling (from Alta)	1	Contract	\$ 6,000	50%	50%	0%	\$ 3,000	\$ 3,000	\$ -	\$ 6,000
	Offsite Chip Hauling	1	Contract	\$ 11,180	50%	50%	0%	\$ 5,590	\$ 5,590	\$ -	\$ 11,180
		0	Contract	\$ -	50%	50%	0%	\$ -	\$ -	\$ -	\$ -
	<b>Sub-Total Contractual:</b>							\$ 21,670	\$ 28,210	\$ -	\$ 49,880
<b>D. Travel &amp; Per Diem:</b>											
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	<b>Sub-Total Travel &amp; Per Diem:</b>							\$ -	\$ -	\$ -	\$ -
<b>E. Supplies</b>											
	Portable Toilets	1	Contract	\$ 1,500	75%	25%	0%	\$ 1,125	\$ 375	\$ -	\$ 1,500
	Handwashing Stations	1	Contract	\$ 1,500	75%	25%	0%	\$ 1,125	\$ 375	\$ -	\$ 1,500
	Signage	1	Contract	\$ 2,000	65%	35%	0%	\$ 1,300	\$ 700	\$ -	\$ 2,000
	Snacks	3	Each	\$ 83	60%	40%	0%	\$ 149	\$ 100	\$ -	\$ 249
	Water	3	Each	\$ 17	60%	40%	0%	\$ 30	\$ 20	\$ -	\$ 50
	<b>Sub-Total Supplies:</b>							\$ 3,729	\$ 1,570	\$ -	\$ 5,299
<b>F. Equipment</b>											
	Skid Steer/Excavator Rental	1	Contract	\$ 8,320	100%	0%	0%	\$ 8,320	\$ -	\$ -	\$ 8,320
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	<b>Sub-Total Equipment:</b>							\$ 8,320	\$ -	\$ -	\$ 8,320
<b>G. Other Costs</b>											
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	<b>Sub-Total Other Costs</b>							\$ -	\$ -	\$ -	\$ -
<b>Total Direct Costs</b>								\$ 48,380	\$ 35,393	\$ -	\$ 83,773
<b>Indirect Costs (Exclude Equipment)</b>								0%	\$ -	\$ -	\$ -
<b>Total Project Costs</b>								\$ 48,380	\$ 35,393	\$ -	\$ 83,773
<b>Less Program Income</b>								\$ -	\$ -	\$ -	\$ -
<b>Total Grant Proposed Costs</b>								\$ 48,380	\$ 35,393	\$ -	\$ 83,773