



RESOLUTION No. 22-130

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION ACCEPTING AB2766 FUNDS FROM THE NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT (NSAQMD) IN THE AMOUNT OF \$150,000 FOR THE PERIOD FROM FEBRUARY 28TH, 2022 THROUGH FEBRUARY 28TH, 2023 FOR WILDFIRE MITIGATION EFFORTS INCLUDING THE GREEN WASTE DISPOSAL, CHIPPING, AND ACCESS AND FUNCTIONAL NEEDS ASSISTANCE PROGRAMS WHICH REDUCE SMOKE IMPACTS TO THE COMMUNITY AS IT DISPOSES OF HIGH LEVELS OF DOWNED VEGETATION PRODUCED BY THE RECENT INTENSIVE WINTER STORM AND TO AMEND THE FISCAL YEAR 2021/22 OFFICE OF EMERGENCY SERVICES BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, Priority A of the County of Nevada Board of Supervisors is to reduce the loss of life during a wildfire by improving evacuation routes and early warning systems, creating more defensible space around private properties and driveways, building a network of maintained fuel breaks, engaging residents in emergency preparedness and fire-safe stewardship, and enhancing critical infrastructure; and

WHEREAS, the Nevada County Board of Supervisors proclaimed a local emergency on December 30, 2021 (Resolution 21-541), in response to an intensive winter snow-storm which resulted in an excessive amount of down trees and vegetation making Nevada County vulnerable to wildfire during the fast-approaching 2022 fire season; and

WHEREAS, the Office of Emergency Services is responsible for preparing the community and mitigating wildfire hazards in the County; and

WHEREAS, the high cost of removal of this vegetation remains a significant barrier for fuels reduction for many property owners; and

WHEREAS, residents may choose to dispose of their green waste by burning the material; and

WHEREAS, while burn piles may provide a cost-effective solution for processing this material, it is not an ideal means of disposal as coronavirus remains a respiratory pandemic, and COVID-19 disproportionately affects vulnerable populations with existing comorbidities; and

WHEREAS, on February 28, 2022, the NSAQMD held a regular board meeting and consider expending AB2766 funds; and

WHEREAS, AB2766 funds are derived from DMV vehicle license surcharges and in large jurisdictions are utilized for equipment and activities which reduce air pollution from vehicles; and

WHEREAS, Air District policy provides rural air districts the flexibility to assess program needs and the overall air quality benefits of proposed projects and to allocate AB2766 DMV surcharges accordingly; and

WHEREAS, NSAQMD during their regular board meeting on February 28, 2022, approved the transfer of AB 2766 funding to Nevada County for alternatives to pile burning; and

WHEREAS, Nevada County provides hazardous vegetation removal alternatives to pile burning in partnership with and through support to the Fire Safe Council of Nevada County for green waste disposal, chipping, and hazardous fuels removal for residents with Access and Functional Needs; and

WHEREAS, a portion of the funding will be allocated to Eastern Nevada County.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Board of Supervisors hereby accepts \$150,000 of AB 2766 funds from NSAQMD for wildfire mitigation efforts including the Green Waste Disposal, Chipping, and Access and Functional Needs Assistance Programs which reduce smoke impacts to the community as it disposes of high levels of downed vegetation produced by the recent intensive winter storm, and authorizes the Chair of the Board to execute Agreement No. 2021-10 with NSAQMD, and directs the Auditor Controller to amend the Fiscal Year 21/22 Office of Emergency Services budget as follows:

Increase:

0101-20702-414-1000 / 449000 \$150,000

0101-20702-414-1000 / 522090 \$150,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of March, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

3/8/2022 cc: CEO*
AC*(hold)

5/18/2022 cc: CEO*
AC*(release)

AGREEMENT

This Agreement is made and entered into this 8th day of March, 2022, by and between the Northern Sierra Air Quality Management District, a unified air pollution control district formed pursuant to California Health and Safety Code §40150, et seq. (the "DISTRICT"), and Nevada County Office of Emergency Services (the "CONTRACTOR").

RECITALS:

WHEREAS, on February 28th, 2022, after holding a public meeting and considering the recommendations of DISTRICT staff, the DISTRICT Board of Directors approved funding for this project; and

WHEREAS, CONTRACTOR represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, based on their mutual promises, covenants, and conditions the parties hereby agree as follows:

1. PROJECT

CONTRACTOR shall perform all activities and work necessary to complete the project: Green Waste Removal Program to Reduce Smoke Impacts Resulting from Storm Related Green Waste Disposal as set forth in the proposal, which is attached hereto and incorporated herein as Exhibit A. CONTRACTOR agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, in a professional, the services described herein. CONTRACTOR represents that CONTRACTOR has the expertise necessary to adequately perform the project specified in said Exhibit A.

In the event of any conflict between or among the terms and conditions of this Agreement, the exhibits incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. The text of this Agreement;

2. Exhibit A to this Agreement; and

2. PERIOD OF PERFORMANCE/TIMETABLE

CONTRACTOR shall commence performance of work and produce all work product in accordance with the work schedule and deadlines for performance identified in Exhibit A, which is attached hereto and incorporated herein, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement. In addition, the CONTRACTOR shall make arrangements with the DISTRICT to receive Project Guidance training from the DISTRICT for any CONTRACTOR's Program Manager assigned to the project during the term of the Agreement.

The CONTRACTOR shall submit regular progress reports included with invoices as requested by the DISTRICT, detailing the work performed during the current reporting period.

3. COMPENSATION

In no event shall the total obligation of the DISTRICT under this Agreement exceed \$150,000 for Exhibit A. Compensation shall be for work completed in accordance with this agreement, starting February 28th, 2022, and continuing through the term of this agreement, ending February 28th, 2023.

A. PAYMENTS: Advance payments shall not be permitted. The DISTRICT shall reimburse CONTRACTOR monthly (or quarterly), in arrears, after receipt of a reimbursement request that includes all documentation necessary to verify expenses were incurred, and the DISTRICT has approved payment. Reimbursement requests shall be mailed to Northern Sierra Air Quality Management District, Attention: Gretchen Bennett.

Payment shall be made to CONTRACTOR by the DISTRICT upon submission and evaluation of the CONTRACTOR'S invoice, documentation, and report. Said invoice shall set forth the work completed pursuant to this Agreement, broken down by work tasks. Allowable expenditures under this Agreement are specifically established and included in Exhibit A attached hereto and incorporated herein.

Upon receipt of proper documentation, and verification that CONTRACTOR has satisfactorily completed the work agreed to and for which compensation is sought, DISTRICT will issue payment to CONTRACTOR within thirty (30) calendar days.

The amount to be paid to CONTRACTOR under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any. The CONTRACTOR shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

Concurrently with the submission of any invoice for payment, CONTRACTOR shall certify (by providing copies of invoices issued, checks, receipts, or other documentation) that complete payment has been made to any and all subcontractors conducting any portion of the work of this contract.

No administrative costs are to be reimbursed for the work performed. Administrative costs must be borne by outside source funding or provided as "in-kind" contributions. Administrative costs, as used herein, are defined as overhead costs (e.g. salaries and benefits, and services and supplies of the administrative officer(s), legal personnel, maintenance and finance departments; of the governing body; and some secretarial support) that are **NOT** chargeable directly to a specific project or program or operating function, but are charged proportionately to the department or functions that do directly charge to a project or program. Indirect costs include administrative costs. Thus, direct costs for labor charged to a project must not include a portion that is administrative as defined above.

It is understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement shall be borne exclusively by CONTRACTOR.

B. Surplus Funds: Any compensation which is not expended by CONTRACTOR pursuant to the terms and conditions of this Agreement by the project completion date shall automatically revert to the DISTRICT. Only expenditures incurred by the CONTRACTOR in the direct performance of this Agreement will be reimbursed by the DISTRICT. Allowable expenditures under this Agreement are specifically established and included in Exhibit A, attached hereto and incorporated herein.

4. NON-ALLOCATION OF FUNDS

The terms of this Agreement and the services to be provided there under are contingent on the approval of funds by the appropriating government agency. Should

sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the CONTRACTOR thirty (30) days' prior written notice.

5. INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees, will at all times be acting and performing as an independent contractor and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the DISTRICT. Furthermore, DISTRICT shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, DISTRICT shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to DISTRICT employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, itself and save DISTRICT harmless from all matters relative to payment of CONTRACTOR'S employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the DISTRICT or to this Agreement.

6. COMPLIANCE WITH ALL LAWS - CONTRACTOR and DISTRICT shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the matters which are the subject of this agreement, and contractors shall maintain all necessary permits or licenses for the duration of this agreement.

7. TERMINATION

A. **Breach of Agreement:** The DISTRICT may immediately suspend

or terminate this Agreement, in whole or in part, where in the determination of the DISTRICT there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to the DISTRICT; or
4. Improperly performed services.

In no event shall any payment by the DISTRICT constitute a waiver by the DISTRICT of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to the DISTRICT with respect to the breach or default. The DISTRICT shall have the right to demand of the CONTRACTOR the repayment to the DISTRICT of any funds disbursed to the CONTRACTOR under this Agreement which in the judgment of the DISTRICT were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

In addition to immediate suspension or termination, DISTRICT may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

B. Without Cause: Either party may terminate this Agreement at any time upon giving the other party at least thirty (30) days' advance, written notice of intention to terminate. In such case, the CONTRACTOR shall, subject to paragraph 3, be paid the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, all the work product produced by CONTRACTOR shall be promptly delivered to the DISTRICT.

8. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties.

9. NON-ASSIGNMENT

Neither party shall assign, transfer, or subcontract this Agreement, nor their rights

or duties under this Agreement, without the prior, express, written consent of the other party. CONTRACTOR shall provide a written request to the DISTRICT for consent on any such changes described above. Contractor shall provide to the DISTRICT as much advance notice on developments related to such changes described above as is reasonably possible.

10. INDEMNIFICATION

CONTRACTOR agrees to indemnify, save, hold harmless, and at DISTRICT'S request, defend the DISTRICT, its boards, committees, representatives, officers, agents, and employees from and against any and all damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to DISTRICT which arise from any negligent or wrongful acts or omissions of CONTRACTOR, its officers, agents, subcontractors, or employees in their performance of this Agreement, and from any and all damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage), occurring or resulting to any person, firm, corporation, or entity who may be injured or damaged when such injury or damage arises from any negligent or wrongful acts, or omissions of CONTRACTOR, its officers, agents, subcontractors, or employees in their performance of this Agreement.

11. INSURANCE

A. Without limiting the DISTRICT'S right to indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

1. Commercial general liability insurance with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000) per occurrence;
2. Commercial automobile liability insurance which covers bodily

injury and property damage with a combined single limit with minimum limits of coverage in the amount of One Million Dollars (\$1,000,000) per occurrence;

3. Workers compensation insurance in accordance with California law.

B. Such insurance policies shall name the DISTRICT, its officers, agents, and employees, individually and collectively, as additional insured (except worker's compensation insurance). Such coverage for additional insured shall apply as primary insurance, and any other insurance maintained by the DISTRICT, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR'S policies herein. This insurance shall not be canceled or changed without a minimum of thirty (30) days' advance, written notice given to the DISTRICT.

C. Prior to the commencement of performing its obligations under this Agreement, CONTRACTOR shall provide certificates of insurance or a letter of self-insurance to evidence coverage on the foregoing policies, as required herein, to the DISTRICT, showing that the coverage meets all of the requirements described above.

D. In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein provided, the DISTRICT may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

E. If the CONTRACTOR is a government entity, then it may self-insure such of those risks identified above under the same terms and conditions set forth above.

12. AUDITS AND INSPECTIONS

CONTRACTOR shall keep full books and records relating to work required by this contract. CONTRACTOR shall at any time during regular business hours, and as often as DISTRICT may deem necessary, make available to DISTRICT for examination all of its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, and upon request by DISTRICT, permit DISTRICT to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

13. NOTICES

The persons and their addresses having authority to give and receive notices under this agreement are as follows:

CONTRACTOR	DISTRICT
Nevada County Office of Emergency Services	Northern Sierra AQMD
Attn: Paul Cummings	Attn: Gretchen Bennett, Executive Director
950 Maidu Ave, Suite 130	200 Litton Drive, Suite 320
Nevada City, CA 95959	Grass Valley, CA 95945

Any and all notices between the DISTRICT and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal services, when deposited in the United States mail, postage prepaid, addressed to such party.

14. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

15. LOBBYING PROHIBITED

None of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California or any local agency.

16. CONFLICT OF INTEREST

No officer, employee, or agent of the DISTRICT shall have any direct or indirect personal financial interest in this Agreement. CONTRACTOR shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of the DISTRICT.

17. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Nevada County, California.

18. BINDING ON SUCCESSORS

This Agreement, including all covenants and conditions contained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

19. TIME IS OF THE ESSENCE

It is understood that for CONTRACTOR'S performance under this Agreement, time is of the essence. The parties reasonably anticipate that CONTRACTOR will, to the reasonable satisfaction of the DISTRICT, complete all activities provided herein within the time schedule outlined in the attachments to this Agreement, provided that CONTRACTOR is not caused unreasonable delay in such performance.

20. DATA OWNERSHIP

Upon termination or expiration of this Agreement, all data which is received, collected, produced, or developed by CONTRACTOR shall be delivered to the DISTRICT. CONTRACTOR shall be allowed to retain a copy of any non-confidential data received, collected, produced, or developed by CONTRACTOR under this Agreement subject to the DISTRICT'S exclusive ownership rights stated herein. Accordingly, CONTRACTOR shall, if requested, surrender to DISTRICT all such data which is in its possession (including its subcontractors, or agents), without any reservation of right of title, not otherwise enumerated herein.

DISTRICT shall have the right at reasonable times during the term of this Agreement to inspect and reproduce any data received, collected, produced, or developed by CONTRACTOR under this Agreement. No reports, professional papers, information, inventions, improvements, discoveries, or data obtained, prepared, assembled, or developed by the CONTRACTOR, pursuant to this Agreement, shall be released or

made available (except to the DISTRICT) without prior, express written approval of the DISTRICT while this Agreement is in force.

21. NO THIRD-PARTY BENEFICIARIES

Notwithstanding anything else stated to the contrary herein, it is understood that CONTRACTOR'S services and activities under this Agreement are being rendered only for the benefit of DISTRICT, and no other person, firm, corporation, or entity shall be deemed an intended third-party beneficiary of this Agreement. All third-party involvement shall relate to a bona fide air quality benefit, otherwise, the third party must be a co-funder, contributing at least a proportionate value for the benefit they are receiving.

22. OWNERSHIP OF EMISSIONS REDUCTIONS

All emissions reductions achieved by the project are the property of the DISTRICT. The CONTRACTOR has no legal rights to any emissions reductions credits that may be generated as a result of the project. Emissions reductions from funded projects are not transferable and may not be used as emissions offsets.

23. CONTRACTOR'S REPRESENTATION

CONTRACTOR shall present proof of license to do business in the State of California or provide other certification proving the contractor is a legal business entity. Proof shall also be provided showing that the person signing the agreement on behalf of the CONTRACTOR is duly authorized to enter into a binding legal agreement.

24. SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CONTRACTOR and DISTRICT with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

IN WITNESS WHEREOF, the parties here to have caused this Agreement to be executed as of the day and year first herein above written.

CONTRACTOR:

Susan Hoek
By: Susan Hoek (Apr 5, 2022 11:10 PDT)

Signing Authority

Sue Hoek,
Chair of the Nevada County Board of Supervisors

Print Name and Title (Signing Authority)

Date: 04/05/2022

Tax I.D. No. 94-9000526

DISTRICT:

Northern Sierra AQMD

[Signature]
By: _____
Air District Board, Chair

Date: 4-6-22

[Signature]
By: _____
Gretchen Bennitt, Executive Director

Date: 4-8-22

Exhibit A



Information and General Services Department

Office of Emergency Services
10014 N. Bloomfield Road
Nevada City, CA 95959
Phone: 530-265-1515
Fax: 530-265-7087

*Information Systems
Geographic Information Systems
Facilities Management*

*Emergency Services
Central Services
Cable Television*

*Purchasing
Airport
Library*

February 18th, 2022

Northern Sierra Air Quality Management District
200 Litton Drive, Ste 320
Grass Valley, CA 95945

RE: Green Waste Removal Program to Reduce Smoke Impacts Resulting from Storm Related Green Waste Disposal

Problem:

On December 27th Nevada County proclaimed a local emergency in response to an intense winter snow-storm which brought excessive amounts of snow to areas that typically receive little to no snow. Higher than usual levels of snow caused an overabundance of downed trees and limbs throughout the County, as a result Nevada County is now extremely vulnerable to wildfire. Unfortunately, the high cost of removal of this vegetation remains a significant barrier for many property owners when it comes to fuels reduction. Property owners who need to clear their land and prepare for the fast approaching wildfire season are met with steep fees for disposal and an inability to cope with the sheer amount of downed vegetation on their properties. Alternatively, residents may choose to dispose of their green waste by burning their material. While burn piles may provide a cost-effective solution for processing this material, it is not an ideal means of disposal as COVID-19 continues to wreak respiratory havoc across the globe. As COVID-19 and its variants continue to be transmitted throughout the community it is imperative that the respiratory impacts of burning be considered. Also, given the extremely large amount of green waste produced by the recent severe winter storm event, burn piles may pose a significantly higher threat to air quality than in previous years. Providing property owners with an alternative to burn piles will be imperative to maintain clear and clean air within Nevada County.

Solution:

With funding from the Northern Sierra Air Quality Management District, Nevada County, in partnership with local organizations and volunteer groups, is poised to provide alternatives to mitigate particulate emissions as the extremely high amount of green waste created this year by the late December storm is addressed before the threat of wildfire this summer.

Green Waste Disposal Program

Nevada County and it's community partners will provide residents access to free residential green waste disposal events this spring beginning in March. This program is a partnership with property owners. Residents invest sweat equity in their homes and along their roadways, and the County provides a free means of disposal, one that does not jeopardize air quality.

This year, green waste disposal will be available to property owners for three weekends throughout spring. The County of Nevada in partnership with contracting organizations and volunteer groups will provide community disposal collection points at central locations in Western Nevada County. In Eastern Nevada County, Nevada County is coordinating with the Tahoe Truckee Sierra Disposal and the Truckee Fire Protection District to offer similar programming.

Funding from the Northern Sierra Air Quality Management District would provide resources to support the ongoing positive impact of this program. With more than 500 tons of green waste collected per year in Western Nevada County alone since the program began, we are confident that providing an alternative to burning and expensive transfer station fees will support our community as it grapples with reducing the extremely high amount of downed vegetation produced by the recent historic storm.

Access & Functional Needs Program

The Access and Functional Needs Program (AFN) assists low-income seniors and disabled persons with creating defensible space at no cost. These individuals are both physically and financially unable to clear their own properties or meet the requirements of the County's Hazardous Vegetation Ordinance and are considered at-risk. Individuals applying for service must qualify by documenting their age (>65) or physical disability, by medical doctor, and be under the established low-income criteria for Nevada County as determined annually. Individuals are served on a first-come, first-served basis. Licensed contractor crews are utilized to clear and create defensible space as prescribed by the County's Hazardous Vegetation Ordinance.

Additional funding would provide at-risk, low-income residents with access and functional needs to receive fuel reduction and defensible space clearing around their homes. With 26% of the Nevada County population being 65 years of age and over, we know the need to assist individuals with physical limitations far exceeds existing resources.

Defensible Space Chipping Program

The objective of the defensible space chipping program is to provide drive-by chipping service for residents to incentivize hazardous fuels reductions around homes and roadways. Roughly 75% of Nevada County's roadways are privately maintained and most are severely overgrown with hazardous fuel.

This program was previously supported by a grant which covered the cost of inmate crews who provided chipping services. The inmate labor crew rate was far below that of hired staff. Due to the coronavirus outbreak, the inmate labor program has been paused, even on essential operations such as wildfire mitigation. This has put the chipping program entirely on hold, as there is not adequate funding to compensate staff at market value. Funding from the Northern Sierra Air Quality Management District would provide weeks of free chipping to the community at a critical time this spring, before the arrival of fire season. The chipping crew would work 4 days per week, allocating 1 day per week in Eastern Nevada County.