

**AMENDMENT NO. 2 TO THE CONTRACT WITH FIRE SAFE COUNCIL OF NEVADA
COUNTY (RESO 19-419)**

**AMENDMENT TO CONTRACT WITH
Fire Safe Council of Nevada County**

THIS AMENDMENT is executed this 17th day of December, 2019 by and between FIRE SAFE COUNCIL OF NEVADA COUNTY and COUNTY OF NEVADA, (collectively, the “Parties”). Said Amendment will amend the prior agreement between the parties entitled Fuels Reduction Services-Ponderosa West Grass Valley Defense Zone Project executed on July 23, 2019 by Resolution No. 19-419, and which Agreement was subsequently amended on August 13, 2019, per Resolution No. 19-0736.

WHEREAS, in December 2018, Nevada County submitted the Ponderosa West Grass Valley Defense Zone Project grant application to CAL FIRE’s (California Department of Forestry and Fire Protection) Fire Prevention Grant Program; and

WHEREAS, on January 8, 2019, Governor Newsom implemented Executive Order N-05-19, requiring CAL FIRE to, inter alia, determine which communities in California are at the greatest risk of wildfire, and directing CAL FIRE to issue a 45-day report with recommendations to prevent and mitigate wildfire to the greatest extent possible with an emphasis on environmental sustainability and public health; and

WHEREAS, the CAL FIRE Community Wildfire Prevention & Mitigation Report, published on March 22, 2019, included 35 priority projects across the state which would immediately help reduce public safety risk in over 200 communities. Included in the list of priority projects was the County of Nevada’s Project; and

WHEREAS, on the same day, Governor Newsom Proclaimed a State of Emergency due to vast tree die off throughout the state, which has increased the risk of wildfires, which made funding available from the 2018-2019 Forest Health and Fire Prevention budget allocation to commence the Project, and ordered that the Department of Forestry and Fire Protection immediately begin to implement the identified priority fuel reduction projects The Ponderosa West Grass Valley Defense Zone (“Project”) was identified as one of the 35 priority projects; and

WHEREAS, the current Agreement includes fuels reduction work on 300 acres of the first phase, also known as the Priority Project; and

WHEREAS, funding for the initial 300 acres of the Priority Project came directly from the State of California; and

WHEREAS, on August 8, 2019, the Secretary for Natural Resources, California Natural Resource Agency, found that the entirety of the 1,200 acres of the Ponderosa West Grass Valley Defense Zone Project is eligible under the Governor’s March 22, 2019 Proclamation of a State Emergency, and that Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are suspended for this Project; and

WHEREAS, funding for the remainder of the Ponderosa West Grass Valley Defense Zone Project has been awarded through the CAL FIRE Fire Prevention Program; and

WHEREAS, the Parties desire to amend their Agreement to provide an extension of fuels reduction treatment on the full 1,200 acres originally outlined in the Ponderosa West Grass Valley Defense Zone Project grant application, resulting in a new maximum contract amount of \$3,343,553, for the period of July 23, 2019 through March 30, 2022; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This amendment shall be effective as of December 17, 2019.
2. The "Project Description" made part of EXHIBIT "A" SCHEDULE OF SERVICES is amended and replaced in its entirety as follows:

Project Description

The Ponderosa West Grass Valley Defense Zone Project site ("Project site") is located just below Rough and Ready Highway and above McCourtney Road. The fuels reduction services to be provided pursuant to this Agreement will offer vital protection to the densely populated communities of Lake Wildwood, Penn Valley and Rough and Ready to the west, as well as the highly developed City of Grass Valley to the east and surrounding areas.

This project includes treatment acres totaling 1,200 acres ("Project area) and will require Contractor to secure the written Right of Entry authorization from the property owners located within the project area in order to enter and access the respective parcels to complete the fuel reduction services within the prescribed term of this Agreement. Specific treatments under this project will include hand and mechanical thinning, with a combination of hand and machine piling. Prescriptions inclusive of pile burn will only be offered on a phased basis when and if conditions allow, and as lawfully permitted.

3. Section 2.c of "Fuels Reduction Services" made part of EXHIBIT "A" SCHEDULE OF SERVICES, Scope of Work is amended and replaced in its entirety as follows:

2. Fuels Reduction Services

c. The services shall be performed at the Project Site to implement and complete the fuel reduction project as detailed in Exhibit A, Attachment 2, Site Map. The Ponderosa West Grass Valley Defense Zone Project will be approximately 1,200 acres upon completion. This Agreement shall provide fuels reduction services covering the full 1,200 acres of the Ponderosa West Grass Valley Defense Zone.

4. The "General Prescription" section made part of EXHIBIT "A," ATTACHMENT 1 DETAILED SCOPE OF WORK is amended and replaced in its entirety as follows:

General Prescription

1. The Ponderosa West Grass Valley Defense Zone fuel reduction project consisting of the following:
 - a. 1,200-acre shaded fuel break construction within the Ponderosa West Grass Valley Defense Zone Project area, as approved by County.
 - b. Prescription participation requested will be at a minimum, an extension of the 100' zone requirements for private landowners acreage treated as pursuant of PRC 4291.
 - c. Except as otherwise provided herein, dead trees and live trees to be removed within the project are from 0 inches Diameter at Breast Height (DBH) to 36 inches DBH. The DBH may vary per parcel and will be determined by Registered Professional Forester and landowner permissions.

5. EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS, and EXHIBIT "B", Attachment 1, are amended and replaced in their entirety as attached hereto and incorporated herein.
6. That in all other respects the prior agreement of the parties, as previously amended, shall remain in full force and effect except as amended herein.

CONTRACTOR:

COUNTY OF NEVADA

By: _____

By: _____

Honorable Richard Anderson
Chair of the Board of Supervisors

DATE: _____

DATE: _____

ATTEST:

By: _____

Clerk of the Board of Supervisors

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS

Invoicing and Payment

A. 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 \$3,343,553 which is the calculated amount involving Direct and Indirect Costs for Fire Safe Council responsibilities regarding the Ponderosa West Grass Valley Defense Zone Project as identified below and on the Exhibit B Attachment 1.

1. Item A. 1: Grant Management Salaries and Wages at a total of \$50,000.
2. Item A. 2: Coordination Salaries and Wages at a total of \$9,375.
3. Item B. 1: Grant Management Employee Benefits at a total of \$19,000.
4. Item B. 2: Coordination Employee Benefits at a total of \$7,500.
5. Item C. 1: Registered Professional Forester at a total of \$260,000.
6. Item C. 2: Mastication & chipping at a total of \$2,443,684.
7. Item C. 3: CA Environmental Review at a total of \$195,756
8. Item I. 1: Indirect Costs of \$358,237.80

In-Kind Match Requirements

1. Item J. 1: Participating landowner, in-kind match at a total of \$7,563.
2. Item J. 2: Employee Costs, in-kind match at a total of \$3,125.

B. The Contractor shall submit monthly invoices to County of Nevada per the payment schedule below. The Final Payment shall not exceed \$334,355.80 and shall be paid upon completion of the project and upon receipt of all completed invoices and paperwork submitted to the County by the Contractor to support final invoice amount. Final Payment will be paid upon actuals not to exceed \$334,355.80. Upon final invoice reconciliation, if funds have been paid to the Fire Safe Council in excess of final expenses, County of Nevada shall invoice Fire Safe Council the difference. Each invoice shall contain the following information:

1. The Cal Fire agreement number 8CA04542 and project tracking # 18-FP-NEU-1071.

Month	Amount
July	\$79,329
August 2019	\$102,000
September 2019	\$400,000
October 2019	\$398,571
November 2019	\$200,000
December 2019	\$200,000
January 2020	\$200,000
February 2020	\$200,000
March 2020	\$200,000
April 2020	\$200,000
May 2020	\$200,000

June 2020	\$200,000
July 2020	\$200,000
August 2020	\$200,000
September 2020	\$29,298
Final Payment (Not to Exceed)	\$334,355
Total Contract Not To Exceed	\$3,343,553

Additionally, the Contractor shall submit a report showing actual expenditures within 45 days after the close of each month. Each report shall contain the following information:

1. The Cal Fire agreement number 8CA04542 and project tracking # 18-FP-NEU-1071.
2. The dates or time-period which the invoiced costs were incurred.
3. Description of service, quantity, rate, and total for the current invoice by major budget category.
4. Certified Small Business or DVBE #.

Contractor is required to track and provide evidence of all costs related to the contractual expenses in a manner acceptable to County. Any excess funds will be used to offset other project-related costs, including maintenance, upon approval of County.

- C. Invoice(s) shall be submitted to:
- County of Nevada Emergency Services
 - Attention: Program Manager
 - 950 Maidu Ave.
 - Nevada City, CA 95959

**EXHIBIT "B", Attachment 1
FIRE SAFE COUNCIL PONDEROSA WEST GRASS VALLEY
DEFENSE ZONE PROJECT BUDGET**

Project Name: Ponderosa West Grass Valley Defense Zone		
Budget Category	Item Description	Total
A. Salaries and Wages		
	1 Grant Management	\$ 50,000.00
	2 Coordination	\$ 9,375.00
Sub-Total Salaries and Wages: (Amount includes matching requirement)		\$ 59,375.00
B. Employee Benefits		
	1 Grant Management	\$ 19,000.00
	2 Coordination	\$ 7,500.00
Sub-Total Employee Benefits:		\$ 26,500.00
C. Contractual		
	1 Registered Professional Forester	\$ 260,000.00
	2 Mastication & Chipping	\$ 2,443,684.00
	3 CA Environmental Review	\$ 195,756.00
Sub-Total Contractual:		\$ 2,899,440.00
D. Travel & Per Diem:		
	1 N/A	\$ -
Sub-Total Travel & Per Diem:		\$ -
E. Supplies		
	1 N/A	\$ -
Sub-Total Supplies:		\$ -
F. Equipment		
	1 N/A	\$ -
Sub-Total Equipment:		\$ -
G. Other Costs		
	1 N/A	\$ -
Sub-Total Other Costs		\$ -
H. Sum of Direct Costs		
	1 Fire Safe Council	\$ 2,985,315.00
Sub-Total Direct Costs		\$ 2,985,315.00
I. Indirect Costs		
	1 Fire Safe Council	\$ 358,237.80
Sub-Total Indirect Costs		\$ 358,237.80
Total Cost		\$ 3,343,553
J. In-Kind Match Requirement		
	1 Participating Landowner Match	\$ 7,563.00
	2 Employee Costs	\$ 3,125.00
Sub-Total In-Kind Match Requirement		\$ 10,688