



RESOLUTION No. 22-588

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE AGREEMENT BETWEEN THE COUNTY OF NEVADA AND FIRE SAFE COUNCIL OF NEVADA COUNTY RELATING TO WILDFIRE PREVENTION SERVICES IN THE AMOUNT OF \$55,000 FOR FISCAL YEAR 2021/22 AND FISCAL YEAR 2022/23 AND AMENDING THE FISCAL YEAR 2022/23 FOREST RESERVES BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS the Secure Rural Schools and Community Self-Determination Act of 2000 (SRS Act), was enacted to provide five years of transitional assistance to rural counties affected by the decline in revenue from timber harvests on federal lands. SRS funding continued to be extended in subsequent years and has currently been funded through FY 2021-22 but at diminishing levels with significant restrictions; and

WHEREAS, the County of Nevada has available Forest Reserve Funding for Fiscal Year 2021/22 in the amount of \$27,500 and for Fiscal Year 2022/23 in the amount of \$27,500 for a total award of \$55,000; and

WHEREAS, the Fire Safe Council of Nevada County has submitted a Forest Reserve Fund Title III request plan proposal for consideration; and

WHEREAS, the SRS Act requires that the Nevada County Board of Supervisors hold a 45-day public comment period, hold a public hearing, and approve a spending plan; and

WHEREAS, the 45-day public comment period has passed, and a public hearing was held on January 11, 2022; and

WHEREAS, the Board of Supervisors of Nevada County, approved the spending plan by Resolution 22-048 for Fiscal Years 2021-22 and 2022-23 as follows:

Agency	Project	FY / Amount
Fire Safe Council of Nevada County	Firewise Communities Expansion	FY 2021/22 \$27,500
Fire Safe Council of Nevada County	Firewise Communities Expansion	FY 2022/23 \$27,500

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board of Supervisors of the County of Nevada, State of California hereby approves the Agreement between the County of Nevada and Fire Safe Council of Nevada County relating to wildfire prevention services in the amount of \$55,000 for Fiscal Years 2021/22 and 2022/23, authorizes the Chair of the Board of Supervisors to sign the Agreement, and directs the Auditor Controller to release Fund Balance from the Forest Reserves Fund in the amount of \$27,500 and amend the Forest Reserves Fiscal Year 2022/23 Budget as follows:

Increase: 1130-60401-272-1000/521520 \$27,500

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 6th day of December, 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: 

12/6/2022 cc: OES*
AC* (Hold)


Susan K. Hoek, Chair

12/19/2022 cc: OES*
AC* (Release)
FSCNC*

Administering Agency: Nevada County Office of Emergency Services

Contract No. 22-588

Contract Description: **Wildfire Prevention Services**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is made at Nevada City, California, as of December 6, 2022 by and between the County of Nevada, ("County"), and Contractor("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 Fifty-five thousand Dollars (\$55,000).**
3. **Term** This Contract shall commence on 12/6/2022. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: 6/30/2023.
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** The performance period of grant activity shall be July 1, 2021, through June 30, 2023. 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 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 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 is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of 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 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.
14. **Contractor without additional compensation** Contractor's personnel, when on County's premises and when accessing County network remotely, shall comply with 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 County's privileged access management platform for all remote access support functions, unless other methods are granted in writing by County's Chief Information Officer or his/her designee.
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 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. Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- 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** It is the policy of County 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.
17. **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, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
18. **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.
19. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
20. **Financial, Statistical and Contract-Related Records:**
 - 20.1. **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.
 - 20.2. **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, including general business 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.

- 20.3. **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 correct amount owed during the audit period.

21. **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 Contractor, 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 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 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 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.

Intellectual Property Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the "works made for hire." Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. 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, to Contractor during this Contract, such information shall remain 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 County, nor any business entity in which an official of 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's 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 20, 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 and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
28. **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.

29. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

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 Department
Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: Paul Cummings
Email: paul.cummings@co.nevada.ca.us
Phone: 530-265-7015

CONTRACTOR:


Fire Safe Council of Nevada County
Address PO Box 1112
City, St, Zip Grass Valley, CA 95945
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.

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 to begin on the Effective Date.

COUNTY OF NEVADA:

By:  Date: 12/13/2022
Susan Hoek (Dec 13, 2022 16:39 PST)

Printed Name/Title: Honorable Sue Hoek, Chair, of the Board of Supervisors

By: 

Attest: Julie Patterson Hunter, Clerk of the Board of Supervisors

Approved as to Form – County Counsel:

By:  Date: 12/14/2022
KLElliott (Dec 14, 2022 09:54 PST)

CONTRACTOR: Fire Safe Council of Nevada County

By:  Date: 12/13/2022

Name: Jamie Jones

* Title: Executive Director

Exhibits

- A. [Schedule of Services](#)
- B. [Schedule of Charges and Payments](#)
- C. [Insurance Requirements](#)
- D. [Liquidated Damages](#)
- [Summary Page](#)

EXHIBIT A

SCHEDULE OF SERVICES

The FSCNC has developed and successfully delivered many fire prevention programs throughout Nevada County for the past twenty-three years. The Council is proud of their success and actively seeks funding to further their goal of establishing Firewise Communities. The risk of catastrophic wildfire in Nevada County is a real and ever-present hazard for residents and the natural environment including forests, watersheds, air quality, and wildlife habitat. Of the three required elements for wildfire to occur – heat, oxygen, and fuel – the fuel load hazard is the only element which can be proactively altered so as to reduce the wildfire hazard in Nevada County. According to FEMA approved Local Hazard Mitigation Plan, the number one natural hazard in Nevada County is wildfires. The FSCNC is the ultimate delivery mechanism for wildfire education and prevention programs meeting the specified objectives of Forest Reserve Funds (Title III) to help reduce the risk of loss of lives, property, and natural resources from wildfire in Nevada County through the implementation of the nationally recognized Firewise Communities USA program.

The FSCNC is requesting funding for the efforts to retain the 64 existing Firewise Communities, the certification of 40 new Firewise Communities currently on the waitlist, and the recertification of 23 exiting Firewise communities as required by Firewise USA.

Funding would also provide for recruiting new communities to commit to becoming a designated Firewise Community through the national program recognition. The FSCNC has embraced the national Firewise Communities program and actively promotes and encourages a multi-agency effort designed to reach beyond the fire service by involving homeowners, community leaders, planners, developers, and residents in the ongoing effort to protect lives, property, and natural resources from the risk of wildfire - before a fire starts.

The FSCNC is proud to include the County of Nevada as a partner in these goals. The FSCNC was recognized in 2010 by the National Fire Protection Association with the Firewise Leadership Award by quickly outpacing other counties in California in establishing new Firewise Communities. To date, FSCNC has worked with 64 individual communities in Nevada County to complete and/or retain their Firewise Community certification status. An additional 40 communities are currently in the process of becoming certified. FSCNC continues to actively promote Firewise Community certification throughout Nevada County. FSCNC works in conjunction with local fire chiefs, CAL FIRE, and Registered Professional Foresters (RPF) to develop individual community wildfire hazard assessment reports, recommendations, and associated action plans to proactively address the wildfire hazard. Continuing education for wildfire prevention is necessary due to the ongoing influx of new residents moving to the wildland from urban areas of our state. Most newcomers are unaware of the high wildfire hazard in Nevada County, or how best to mitigate it on their property and in the community. New development is ongoing and the need for awareness of Firewise concepts is critical.

Contractor agrees to present a report by August 31 following each fiscal year to the County of Nevada, Board of Supervisors, outlining program successes for the previous year.

Tasks Included:

Homeowner presentations, homeowner association Board of Director presentations, community wildfire hazard field assessments, written hazard assessments with mitigation recommendations,

planning for Firewise Community education day celebrations including vendor booths, equipment and product demonstrations, assistance with grant applications for project funding identified in Firewise community assessments, media relations, press releases, and talk radio guest speaking as necessary to entice communities in submitting an application for formal Firewise Community designation.

Expenses:	Amounts:
Salary, taxes, insurance and fringe benefits to conduct Firewise Communities education, outreach and direct assistance to individuals in obtaining and annual certification and retention of the official Firewise Communities USA program	\$45,500
Supplies, printing, travel, advertising related to Firewise Communities	\$3,000
FSCNC Administration (supplies, printing/copies, travel, portion of general liability and volunteer insurance, portion of annual fiscal compliance audit, rent, repairs and maintenance and utilities based on hours worked).	\$6,500
TOTAL	\$55,000

Utilization of Requested Funding:

The funding requested provides for the FSCNC to conduct education, promotion, and implementation of the national Firewise Communities concept with FSCNC's institutional base of operations providing fire prevention programs throughout Nevada County. Specifically, the requested Forest Reserve funds will be utilized for staff, program expenses, and administrative costs to develop and retain Firewise Communities in Nevada County which highlight these activities with radio, print, and television media outlets.

The Fire Safe Council is dedicated to continuing to fund this effort through private grants, community memberships, and donations once the Title III grant funding has expired. The FSCNC is the primary organization in Nevada County solely dedicated to wildfire prevention.

Success Measurements:

The Firewise Communities program serves any Nevada County resident willing to participate. The expected outcome is to add designated Firewise Communities throughout all of Nevada County to the national registry. FSCNC's goal includes re-certification of 23 existing Firewise Communities that need recertification, and to certify the 40 waitlisted Firewise Communities in 2021-22 and 2022-23. Further benefits include an overall reduced risk of wildfires, the creation of safer evacuation routes, and reduced potential for structural loss due to awareness of the effectiveness of defensible space and hardening of structures in the event of catastrophic wildfires. Other measurements of success through earned media placements for Firewise objectives are tracked to indicate the success of FSCNC's educational and outreach efforts. The expected outcome for media relations activities would include 12 printed and radio placements. The timeline to complete the process to become a certified Firewise Community typically takes as little as a month to a year depending on each community's level of participation and preparedness. This captures from the initial commitment, to completing the formal wildfire hazard assessment, writing the report with recommendations, developing an action plan, and hosting a community education day.

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 Contractor.

The total of all payments made under this Contract shall not exceed the amount shown in Section 2 of this Contract. The source of funds for this contract is the Title III Forest Reserves for a total maximum contract amount of \$55,000.

Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by County project manager(s).

Submit all invoices to:

Nevada County
Office of Emergency Services Department
Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: IGS Admin
Email: IGSAdmin@co.nevada.ca.us
Phone: 530-265-1238

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

Remainder of this page left blank

Payment Schedule

Contractor will invoice the County for Fiscal Year 2021/22 in the amount of \$27,500.00 upon execution of the contract with first invoice and a progress report. The remaining \$27,500.00 amount will be invoiced quarterly (\$13,750) for Fiscal Year 2022/23 according to the detail below and after a detailed report of the milestones achieved in Fiscal Year 2022/23 has been submitted.

Invoice shall include breakdown of time and costs along with a detailed report of milestones achieved for the Firewise Community program.

The County will make payment within thirty (30) days after the billing is received and approved by County and outlined below. Payment to Contractor shall be made as follows:

FY 21/22—Upon Board approval of contract \$27,500.00 with first invoice and a progress report.

FY 22/23—Invoice and progress report submitted as follows:

January-March 2023 -\$13,750

April-June 2023 -\$13,750

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House ("ACH"). In the event County is unable to release payment by ACH 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 Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **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.
2. **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
3. **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.

Other Insurance Provisions:

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

1. **Additional Insured Status: 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 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 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.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. **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 County.
4. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against 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 County has received a waiver of subrogation endorsement from the insurer.

5. **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.
6. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by County. County may require 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.
7. **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 County.
8. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
 - 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, Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
9. **Verification of Coverage** Contractor shall furnish 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 Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
10. **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.
11. **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.
12. **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 County as noted above. In no cases shall the types of policies be different.
13. **Premium Payments** The insurance companies shall have no recourse against 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.
14. **Material Breach** Failure of 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.

15. **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 the 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.

EXHIBIT D

LIQUIDATED DAMAGES

Liquidated Damages

County and Contractor agree that damages to County due to Contractor's delay in timely providing services in accordance with the aforesaid Exhibit A and Contract Termination Date are impractical and difficult to ascertain. Therefore, a daily amount of \$500 as Liquidated Damages shall be assessed against Contractor—not as a penalty, but as and for damages to County due to delays in providing services not in accordance with Exhibit A or later than the Contract Termination Date (herein "Delay"). County may offset Liquidated Damages 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.

SUMMARY OF CONTRACT

Contractor Name: Fire Safe Council of Nevada County

Description of Services: Wildfire Prevention Services

SUMMARY OF MATERIAL TERMS

Max Annual Price: \$55,000

Max Multi-Year Price: N/A

Contract Start Date: 4/26/2022

Contract End Date: 6/30/2023

Liquidated Damages: N/A

INSURANCE POLICIES

FUNDING:

Commercial General Liability	(\$2,000,000)
Automobile Liability	(\$1,000,000)
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 Department

Address: 950 Maidu Ave
City, St, Zip Nevada City, CA 95959
Attn: Paul Cummings
Email: paul.cummings@co.nevada.ca.us
Phone: 530-265-7015

CONTRACTOR:

Fire Safe Council of Nevada County

Address PO Box 1112
City, St, Zip Grass Valley, CA 95945
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 ☐
Partnership: ☐ Calif., ☐ Other, ☐ LLP, ☐ Limited ☐
Person: ☐ Indiv., ☐ DbA, ☐ Ass'n ☐ Other ☐

EDD Worksheet Required

Yes ☐ No ☐

ATTACHMENTS

Exhibit A: Schedule of Services

Exhibit B: Schedule of Charges and Payments

Exhibit C: Insurance Requirements

Exhibit D: Liquidated Damages