

RESOLUTION No. 20-143

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AMENDMENT NO. 1 TO THE PERSONAL SERVICES CONTRACT BETWEEN THE COUNTY OF NEVADA AND FIRE SAFE COUNCIL OF NEVADA COUNTY PERTAINING TO HAZARDOUS FUELS REDUCTION GREEN WASTE DISPOSAL SERVICES, ALLOCATING RESPONSIBILITY FOR MANAGEMENT OF THE GREEN WASTE DISPOSAL, CHIPPING AND ACCESS AND FUNCTIONAL NEEDS ASSISTANCE PROGRAMS, INCREASING THE MAXIMUM CONTRACT AMOUNT FROM \$48,380 TO \$194,533 FOR THE TERM OF APRIL 15, 2020 THROUGH AUGUST 31, 2020

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

WHEREAS, the Fire Safe Council of Nevada County provides critical fire mitigation and essential fuels reduction services to the community; and

WHEREAS, the County of Nevada and Fire Safe Council entered into a contract on April 15, 2020 for hazardous fuels reduction services which included the management and coordination of free residential green waste disposal sites for Nevada County residents this spring May 17-June 6, 2020; and

WHEREAS, on April 16, 2020 the Northern Sierra Air Quality Management District (NSAQMD) affirmatively voted to grant funds to County of Nevada to extend the length of this programming from 3 weeks to 6 weeks, May 17-June 27; and

WHEREAS, in addition, funding from the NSAQMD will fund the Fire Safe Council's free chipping program for 15 weeks and provide free defensible space clearing for 15 residences whose occupants have access and functional needs; and

WHEREAS, this contract amendment includes fuels reduction resources that help lower barriers for residents to implement their defensible space, while providing tools for individuals who may not have the financial, physical, or material means to conduct this work on their own.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors, of the County of Nevada, State of California, that Amendment No. 1 to the Free Residential Green Waste Disposal Personal Services Contract between the County of Nevada and Fire Safe Council of Nevada County pertaining to fire mitigation, allocating responsibility for management of the green waste disposal, chipping and access and functional needs, increasing the amount of the contract to \$194,533 (an increase of \$146,153), for the contract term of April 15, 2020 through August 31, 2020, be and hereby is approved, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funding: 0101-20702-414-1000/522090

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of April, 2020, by the following vote of said Board:

Ayes:

Supervisors Heidi Hall, Edward Scofield, Dan Miller,

Susan K. Hoek and Richard Anderson

Noes:

None.

Absent:

None.

Abstain:

None.

ATTEST:

JULIE PATTERSON HUNTER Clerk of the Board of Supervisors

4/28/20 cc:

A-C* (Hold)

Heidi Hall, Chair

AC* (Release) FSC

AMENDMENT #1 TO CONTRACT NO. PESN3964 WITH FIRE SAFE COUNCIL OF NEVADA COUNTY

THIS AMENDMENT is executed this 28th day of April 2020 by and between Fire Safe Council of Nevada County and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled Free Residential Green Waste Disposal executed on 15 April 2020.

WHEREAS, the parties desire to amend their agreement to provide for increased hazardous fuels reduction services to the community including three additional weeks of free residential green waste disposal and wood chip pick up,15 weeks of free chipping services, and free defensible space for 15 residences whose occupants have access and functional needs.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. That this amendment shall be effective as of 28 April 2020.
- 2. That the Maximum Contract Price set forth at §2 is increased by \$146,153 to \$194,533.
 - 3. That the Contract Termination Date set forth in §3 shall be extended to August 31, 2020.
- 4. That the Schedule of Services, Exhibit "A" Hours and Days of Operation specifying the number of days the green waste disposal program will operate is hereby amended to:

Hours and Days of Operation

May 17-June 23, Sunday through Tuesday: May 17-June 23, 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 25, 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 27, 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.

July 1-July 10:

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 by Friday, July 10.

5. The Schedule of Services, Exhibit "A" is hereby amended to add the following services:

Contractor shall provide free residential chipping Monday, Tuesday, Thursday and Friday with a crew of 3, for 8 hours a day. This crew will on average complete 5 jobs a day, completing no fewer than 300 chipping requests and treating approximately 450 acres. The chipping program will operate for 15 weeks through the execution of this contract through August 31, 2020.

Contractor shall provide free defensible space clearing for 15 residences for individuals who qualify for economic and functional assistance. Contractor shall provide documentation of the eligibility criteria, determination process and before and after photos of the property. Properties shall be cleared to the defensible space requirements outlined in the County of Nevada Hazardous Vegetation Abatement Ordinance. Sawyer crews conducting the defensible space clearing for the residents with access and functional needs will include a crew of 6 staff, 1 supervisor, 1 equipment operator. Services will include brushing, limbing and chipping, which will result in the treatment of approximately 22.5 acres. To the extent possible, and as funding allows, Contractor shall sub-contract hazard tree removal work when necessary. Defensible space treatment of 15 homes will be completed by August 31, 2020.

Contractor shall acknowledge partnership with the County of Nevada and Northern Sierra Air Quality Management District when conducting outreach communications about the green waste disposal, chipping and defensible space assistance for individuals with access and functional needs programming.

Upon completion of the green waste disposal program, chipping services, and defensible space treatment for residents with access and functional needs, Contractor shall supply final report:

Green Waste Disposal

- Number and names of participants served (other unique identifier is sufficient for green waste disposal, if name is not feasible)
- Estimated tons of green waste collected by disposal program
- Estimated tons of green waste given to public via the wood chip pick-up
- Numbers and names of volunteers and the dates they volunteered

Chipping Program

- Names of residents, and the dates they were served by the Chipping Program, with photo documentation from 25 chipping requests
- Total number chipping requests completed

Defensible Space Assistance for Access & Functional Needs

- Names of residents, and dates they were served by Defensible Space
 Assistance Program, with photo documentation (Before, during, and after
 photos taken from the same location to document defensible space
 treatments)
- Estimated number of acres treated for each parcel
- Estimated number of total acres treated
- 6. That the Schedule of Charges and Payments, Exhibit "B" is amended and replaced by the following:

For services safisfactorily 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 \$194,533.

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.
- 3) Differentiate between funds expended for services provided in Eastern Nevada County vs Western Nevada County.
- 7. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM: COUNTY COUNSEL

By:

Honorable Heidi Hall

COUNTY OF NEVADA

Chair of the Board of Supervisors

ATTEST:

Julie Patterson Hunter

Clerk of the Board of Supervisor

CONTRACTOR:

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EXHIBIT "B" SCHEDULE OF CHARGES AND PAYMENTS

replaced by the following:

For services satisfactorily completed in accordance with the terms and conditions

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Project Budget

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Tracking #:

Project Budget

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