

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Mendocino County Fire Safe Council, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Ignition Resistant Project Management Services; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Exhibit E	Federal Provisions
Attachment E1	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions
Attachment E2	Certification Regarding Lobbying
Exhibit F	Photography for Historical Preservation Review
Exhibit G	Wildfire Mitigation Policy for the Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program

The term of this Agreement shall be from March 1, 2021 to December 31, 2021.

The compensation payable to CONTRACTOR hereunder shall not exceed three hundred seventy-six thousand nine hundred three dollars (\$376,903) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Dan Gjerde 04/15/2021
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No

Budget Unit: 2910

Line Item: 862189

Grant: ☒ Yes ☐ No

Grant No.: HMGP-4308-306-36R

CONTRACTOR/COMPANY NAME

By: [Signature]

Date: 7/15/21

NAME AND ADDRESS OF CONTRACTOR:

Mendocino County Fire Safe Council

410 Jones Street, Ste C3

Ukiah, CA 95482

COUNTY OF MENDOCINO

By: [Signature]
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: MAY 05 2021

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy

MAY 05 2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: [Signature]
Deputy

MAY 05 2021

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Matthew Kiedrowski
Deputy

Date: 04/15/2021

INSURANCE REVIEW:

By: [Signature]
Risk Management

04/15/2021

Date: _____

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO

04/15/2021

Date: _____

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ _____
Mendocino County Business License: Valid ☐ _____
Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Darcie Antle

To CONTRACTOR: Mendocino County Fire Safe Council
410 Jones Street, Ste C3
Ukiah, CA 95482
ATTN: Scott Cratty

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and

other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should

abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its Ignition Resistant Project Management Services shall not exceed \$376,903 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter

thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

The Redwood Complex Ignition-Resistant Project (Project) is a rebate program intended to incentivize homeowners to replace flammable roofing materials with non-flammable materials to improve community resiliency in the face of wildfire and prevent loss of life and property.

Program participants will replace flammable roofing material with a Class A roofing as defined by UL 790 or ASTM E 108, including the replacement of roof/attic vents with Class A flame-resistant vents on residential structures. Participating homeowners will be eligible for partial reimbursement (75% of cost) of roofing and vents if their home is located in the high or very high fire hazard severity zone (FHSZ) as designated by CAL FIRE. Homeowners who already have a Class A roof but wish to replace their non-flame-resistant vents with Class A flame-resistant vents shall also be eligible, so long as they are in the high or very high FHSZ. The program will operate on a first come first served basis.

The County receives funding for this project through the Hazard Mitigation Grant Program (HMGP) from FEMA and CalOES. The project will be completed in two phases, with Phase I consists of solicitation of program participants, securing roof and/or vent replacement bids, and submitting a list of participating homes to FEMA for environmental review. Phase II consists of the actual construction. Funding for Phase II will not be determined by FEMA and CalOES until Phase I is completed. This AGREEMENT is for CONTRACTOR's service for PHASE I.

CONTRACTOR shall provide the following Project Management Services for Phase I of the Ignition Resistant Project:

1. Create and send mailers that provide an explanation of the program to reach approximately 19,200 homes in the high and very high FHSZ. The mailers shall include information about the program, eligibility requirements, and a clear description of the homeowner's responsibilities, including concerns regarding historic resources, homeowner's \$800 administration fee to be collected in Phase II, and the program timeline. The mailers will include reference to a website containing the same information as well as frequently asked questions (FAQs) and an online eligibility questionnaire and simple application of interest. Homeowners shall also be invited to attend any of three workshops which will educate the public about the ways structures catch fire in wildland fires and provide information about the program. CONTRACTOR shall ensure that homeowners understand no construction cannot began until they receive a written notice from COUNTY.
2. Develop a website and online forms for initial questionnaire/eligibility and interest in the program.

3. Conduct at least three community outreach workshops. Workshops shall be conducted in Ukiah, Laytonville, and Fort Bragg. Due to Covid-19 restrictions, CONTRACTOR can conduct workshop online as pre-approved by COUNTY.
4. Develop a solicitation and select a historical consultant listed on the California Historical Resources Consultant list to provide historic reviews. The solicitation shall be competitively procured according to FEMA procurement requirements.
5. Respond to inquiries from potential applicants.
6. Conduct initial applicant interviews and screening via phone.
7. If home is 47 years or older, does not have a build date on file with the County of Mendocino, or may be located in a potentially historic district, CONTRACTOR shall schedule a historian review of the home.
8. Conduct site visits to verify roof material, owner proof of fire class rating, and defensible space; take photos of the site; and help owner complete program application and maintenance agreement. Any permitted structure built since 1991 in the SRA requires provisions for annual maintenance of defensible space as a condition of permit approval, and all structures in the very high FHSZ are required to maintain defensible space by law. The homeowner will sign a maintenance agreement reiterating their obligations to maintain defensible space per the applicable state or local regulations while also committing to maintaining the roof for its lifespan.
9. Retain documentation that the property owner has cleared or will commit to clear 100 feet of defensible space around their structure (as prescribed by CAL FIRE in the State Responsibility Area [SRA] for fire protection by Public Resources Code 4290, the California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 2, Section 1272.00, and by the State of California in the local responsibility area [LRA] by California Government Code, Title 5, Division 1, Part 1, Chapter 6.8, Section 51182).
10. Submit site photos and homeowner application materials for environmental and historic review, including results of historian review of home. If a photograph cannot be taken, CONTRACTOR document the explanation in the inventory list.
11. Take at least three photos of the home and 100 feet of surrounding defensible space for submittal to FEMA. Photos shall follow the guidelines in Exhibit F Photography for Historical Preservation Review. All properties shall be in compliance with the defensible space requirements of Exhibit G Wildfire Mitigation Policy for the Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program.

12. Review and approve eligible construction expenses and contractor quotes from homeowners. Projects funded in whole or in part with the grants funds may be public works projects under the Labor Code, in which case the payment of prevailing wages would be required and contractors must be registered with the California Department of Industrial Relations.
13. Submit a master list of participating homes, wait list of additional homes, site photos, site locations, contractor bids, and data necessary for a revised benefit-cost analysis calculation to COUNTY for FEMA environmental clearance.
14. Conduct all required FEMA grant reporting, invoicing, documentation, and any data as requested by the COUNTY.
15. At the conclusion of Phase I, CONTRACTOR shall submit a summary/restatement of the project scope of work, number of participating properties, description of defensible space, applicable code requirements, and description of ignition resistant materials. A summary of the proposed maintenance schedule and activities to preserve the effectiveness of the retrofit mitigation project is also required.
16. If known and applicable, submit a list of vegetation, endangered species, migratory birds, cultural resources, and historic properties.
17. Unless with written approval from COUNTY, all work for Phase I shall be completed by August 20, 2021.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions.

1. CONTRACTOR shall be compensated at the billable rates below.

Executive Director \$110 per hour

Senior Project Manager \$110 per hour

Project Manager \$100 per hour

Site Reviewer \$100 per hour

Administrative Support \$80 per hour

2. CONTRACTOR shall submit monthly invoices describing the tasks performed, the numbers of hours worked, and the total charge. Billing for services is expected to be completed within thirty days of service provisions.

3. CONTRACTOR shall send invoices to disasterrecovery@mendocinocounty.org or to the address below.

County of Mendocino
501 Low Gap Road, Room 1010
Ukiah, CA 95482
Attn: Disaster Recovery

4. Mileage will be paid at the IRS reimbursable rate.
5. Payment under this Agreement shall not exceed three hundred seventy-six thousand nine hundred three dollars (\$376,903) for the term of the AGREEMENT.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.org.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na

EXHIBIT E

FEDERAL PROVISIONS

I. DEFINITIONS

- A. **Government** means the United States of America and any executive department or agency thereof.
- B. **FEMA** means the Federal Emergency Management Agency.
- C. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

- A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B. The Contractor agrees to include the above clause in each third party subcontract which may be financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

- A. The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.
- D. The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 16 of the Agreement.

IV. DEBARMENT AND SUSPENSION

- A.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B.** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C.** The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment E1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment E1, Contractor is the "prospective lower tier participant."
- D.** The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E.** This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F.** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A.** The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other

party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B. The Contractor agrees to include the above clause in each third party subcontract which may be financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of “federally assisted construction contract” under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))
Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County’s expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of

Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Mendocino." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
- B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. **Withholding for unpaid wages and liquidated damages:** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and

Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.

- E. Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

- A.** Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- A.** Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
- 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

- A. General.** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to

take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

- C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

XV. TERMINATION

See Paragraph 19 of the Agreement.

XVI. XVII. CHANGES.

See Paragraph 27 of the Agreement.

XVII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

- A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member

of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B. Contractor agrees to the provisions of Attachment 2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C. Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XVIII. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- C. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XIX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XX. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XXI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

XXII. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Attachment E1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.


Contractor Signature

7/15/21
Date

Attachment E2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Contractor Signature

4/15/21

Date

Photography for Historic Preservation Review

Photographic documentation for special considerations comments on Public Assistance Projects

This is a brief guide for documenting public assistance projects. SHPO requirements vary from state to state so complete photographic documentation is an important part of the Environmental Cadre's NHPA Section 106 review process of any of the following: Historic buildings, structures, bridges, stone abutments, arches, ruins, tunnels, canals, towpaths, culverts, publicly owned cemeteries, Indian earthworks/mounds and walls over 45 years old, and archaeological sites, along with any digging, potential ground disturbance activities, upsizing culverts or installing utilities.

Interior Photographs - 4 photos or multiples of 4

Flooded basements are typical occurrences. However, many basements in buildings older than 45 years retain their original appearance AND materials, such as tiled hallways and plaster walls. A set of photos of each interior wall elevation of the damaged room or rooms is needed.

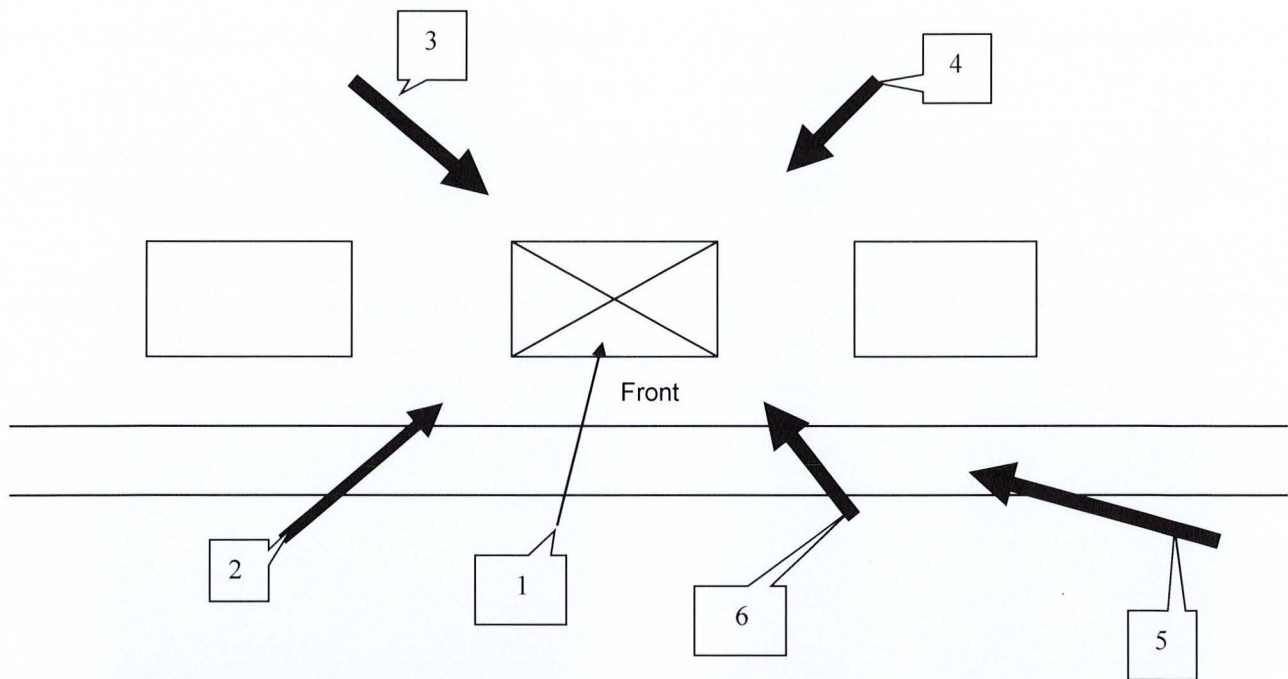
Exterior Photographs – 6 photos

Photographs taken from different angles help us to get a better sense of the structures and their settings. For outside damage, one photo of each exterior elevation is necessary for an adequate review. A photo of the front façade is required to assist in the identification of architectural styles, along with one or two taken from an angle that includes the front and sides of the building.

Contextual Photographs – 4-6 photos

Photos taken of the subject's surroundings provide a sense of the view shed and setting, such as other buildings, gardens, landscaping, school campuses, terrain, forests, etc.

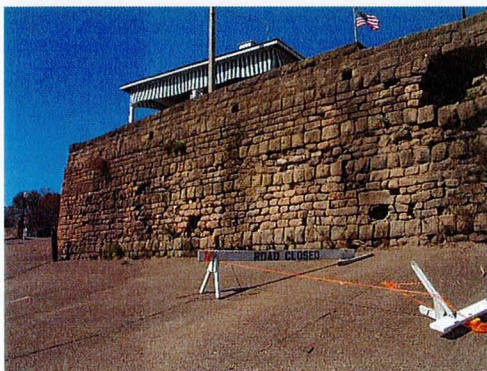
Even though something is not on the National Register, most applicants have local knowledge of the historic significance [date of construction, age and character] of old structures and understand they may be subject to a historic review before repair work may proceed. Plans, diagrams and dates of construction are required information in order to adequately assess NHPA 106 requirements. Most applicants should have access to that information from their municipal building records.



Contextual



Interior



Angle View



FEMA

MITIGATION POLICY – MRR-2-08-1

I. TITLE: Wildfire Mitigation Policy for the Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM) Program

II. DATE OF ISSUANCE: **SEP - 8 2008**

III. PURPOSE:

Establish the wildfire mitigation policy for the HMGP and PDM program and establish the parameters to implement wildfire mitigation under sections 203 and 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5121-5207. This policy will ensure national consistency in the use of HMGP and PDM funds for wildfire mitigation projects. In particular, it describes the availability of these funds for (1) defensible space, (2) structural protection through the application of ignition-resistant construction, and (3) limited hazardous fuels reduction to protect life and property.

IV. SCOPE AND APPLICABILITY:

Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM)

This policy applies to PDM and HMGP projects for which the application period is open on or after the Date of Issuance, as well as PDM FY08 eligible projects.

HMGP and PDM were established to provide technical and financial assistance to States and local governments to assist in the implementation of long-term hazard mitigation measures that are cost-effective and are designed to substantially reduce risk of future damage and loss of life.

V. AUTHORITY:

Sections 203 and 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5133 and 5170c, respectively.

VI. BACKGROUND:

In general, individuals and all levels of government minimize the impact of wildfires through various means. These include outreach and education measures for individuals and communities about wildfires; measures to reduce the damage from wildfires through maintenance of defensible space, hazardous fuel reduction, structural protection through the use of ignition resistant building materials and methods; and measures to prepare to respond to wildfires and facilitate wildfire suppression. Such actions occur on federal land, other public land, and private land in fire-prone areas (*i.e. high risk of wildfire*).



FEMA

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Wildfire mitigation is addressed by the Federal government through a comprehensive legislative framework. The Federal Emergency Management Agency (FEMA) recognizes that other Federal departments and agencies such as United States Department of Agriculture (USDA) United States Forest Service (USFS), Natural Resources Conservation Service (NRCS), and the Department of Interior (DOI) bureaus of Fish and Wildlife Service (FWS), National Park Service (NPS), Bureau of Land Management (BLM), and the Bureau of Indian Affairs (BIA) have primary wildland fire management responsibilities. These departments and agencies have the primary responsibility for addressing ongoing, forest management conditions, such as those caused, for example, by forest age, disease, or pest infestation spreading to and from the federal lands onto adjacent non-federal lands. While these and other Federal agencies have the primary authority to protect the watersheds, forests, soils, and timber resources, and address forest management conditions, they also have authority to address fire threat reduction activities, such as hazardous fuels reduction, with primary attention to areas on or in the vicinity of Federal lands. They may also assist State and local jurisdictions in efforts to protect the built environment in fire prone areas in forests, ranges, and grasslands.

The Stafford Act authorizes FEMA to provide funding for the purpose of reducing or eliminating risks to property and human life from future hazard events, including wildfire. FEMA mitigation authorities target at-risk structures without regard to benefits to Federal land and are for activities in areas outside the primary focus of other Federal agencies' fire threat reduction programs. FEMA hazard mitigation assistance for wildfires is ONLY focused on long-term and cost-effective actions taken to reduce the risk to specific property or structures from future wildfires. The FEMA goal of reducing the risk from wildfire hazards on human life and property, including loss of function to critical facilities is intended to complement, and not duplicate, the programs of numerous other Federal agencies, such as USFS or BLM, that address wildfire threat reduction.

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Wildfire mitigation activities for the primary hazard mitigation purpose of reducing the threat to at-risk structures through creating defensible space, structural protection through the application of ignition resistant construction, and limited hazardous fuels reduction to protect life and property beyond defensible space but proximate to the at-risk structure are generally eligible activities. These projects are intended to reduce or eliminate damage to the building structure and its contents, and to ensure continuation of a facility function. The wildfire mitigation projects may apply to residential and non-residential buildings or structures (including public and commercial facilities).

Funding under these programs is not available for wildfire mitigation in an extended range beyond the parameters described in this policy. In addition, FEMA will not consider funding for activities on federal land. With regard to land adjacent to federal lands, FEMA will ensure coordination with other appropriate Federal agencies, such as USFS or BLM, to ensure that the



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proposed project does not fall within the scope of another Federal agency's grant authority, as well as to ensure consistency with federal policy and priorities.

The HMGP and PDM programs are available to mitigate the risk to at-risk structures and associated loss of life from the threat of future wildfire through:

- Defensible space that involves the creation of perimeters around residential and non-residential buildings and structures through the removal or reduction of flammable vegetation;
- The application of non-combustible building envelope assemblies, the use of ignition-resistant materials and the proper retrofit techniques of new and existing structures; and
- Hazardous fuels reduction vegetation management, vegetation thinning or reduction of flammable materials to protect life and property beyond defensible space perimeters, but proximate to at-risk structures.

FEMA may fund above-code projects in communities with applicable fire-related codes. For homes and structures constructed or activities completed prior to the establishment of the local building codes, FEMA may fund activities that meet or exceed codes currently in effect. For communities without local fire codes in place, FEMA may fund activities when the materials and technologies are in accordance with the International Code Council (ICC), FEMA, United States Fire Administration, and the National Fire Protection Association (NFPA) Firewise recommendations, as appropriate. The Firewise program provides resources for communities and property owners to use in the creation of defensible space. Additional fire-related information and tools can be found at www.firewise.org or www.nfpa.org. These activities will be in accordance with the applicable fire-related codes and standards, including but not limited to the following:

- ICC Publication International Wildland-Urban Interface Code;
- NFPA 1144: Standard for Reducing Structure Ignition Hazards from Wildland Fire;
- NFPA 1141: Standard for Fire Protection Infrastructure for Land Development in Suburban and Rural Areas;
- NFPA 703: Standard for Fire-Retardant Treated Wood and Fire-Retardant Coatings for Building Materials; and
- NFPA 914: Code for Fire Protection of Historic Structures.

FEMA does not have authority to fund projects on federal land owned by another federal entity, or projects with the purpose of addressing forest health conditions, ecological or agricultural issues related to land and forest management (*e.g., insects, diseases, weather-related damages, and pest infestations*).



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A. Eligible Wildfire Activities:

Wildfire mitigation projects may mitigate the risk to residential and non-residential structures (including public and commercial facilities). These projects must be located in, adjacent to or co-mingled with the built environment and provide protection to life and the built environment from future wildfire hazard.

Eligible wildfire mitigation activities include:

1. Defensible Space Activities involve the creation of perimeters around residential and non-residential structures through the removal or reduction of flammable vegetation including vertical clearance of tree branches. Specifically, this involves minimizing the volume of vegetation; replacing flammable vegetation with less flammable species and clearing all combustibles (*i.e. surface litter such as dry leaves, pine needles, dead and dying foliage and trees, and removal of propane tanks*) in the safety zone around the structure. The description of requested defensible space activities must be provided for each property.

FEMA recognizes the importance of creating defensible space for residential and non-residential structures in accordance with local fire codes, ICC, the FEMA, United States Fire Administration, NFPA recommendations, or well established and proven techniques or practices of Firewise.

The required radius of defensible space around the building or structure is directly related to the degree of the hazard and therefore, the radius for defensible space may also vary from one jurisdiction to another. Local codes and standard may provide specific requirements for defensible space; however, the ICC Publication International Wildland-Urban Interface Code can be used as the default code. Table 603.2 of the ICC publication suggests a 30-foot safety zone for a moderate hazard. A second zone from 30 feet to at least 50 feet is recommended for a high hazard area. The most stringent requirement is based on an extreme hazard zone and recommends a minimum of 100 feet. While these distances are generally appropriate, the topography of the land, specifically the slope, and the amount and flammability nature of the vegetation may require this limit be extended to create an effective perimeter around the structure. In these cases, the proposed safety zone shall be justified in the project application.

2. Structural Protection through Ignition-Resistant Construction Activities involve the use of non-combustible materials and technologies on new and existing structures. FEMA will only consider a subapplication for an ignition resistant construction project when:

- The property owner has previously created defensible space and agrees to maintain the defensible space in accordance with this policy. The subapplicant must include a description of the defensible space for each property in the subapplication. FEMA will provide funding for ignition-resistant construction projects only after the subapplicant has demonstrated that the defensible space activity is complete and has provided



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documentation (*i.e. photographs and description of the defensible space*) if requested by the Applicant; or

- The subapplication includes both the defensible space and ignition-resistant construction projects as part of the same project subapplication. The subapplicant must include a description of the defensible space for each property in the subapplication. Each property owner must agree to maintain the defensible space in accordance with this policy.

FEMA may fund above-code projects in communities with applicable fire-related codes. For homes and structures constructed or activities completed prior to the establishment of the local building codes, FEMA may fund activities that meet or exceed codes currently in effect. For communities without local wildfire codes in place, FEMA may fund activities when the materials and technologies are in accordance with the ICC, FEMA, United States Fire Administration and NFPA Firewise recommendations, as appropriate.

Protection of homes, structures, and critical facilities through the use of ignition-resistant construction techniques or non-combustible building materials are eligible if they meet or exceed local codes, and in conformance with appropriate fire-related codes and standards listed above.

Eligible Activities include:

- Installation of roof coverings, roof sheathing, roof flashing, roof skylights, roof and attic vents, roof eaves and gutters that conform to any of the following ignition-resistant construction standards: 1) construction materials are fire-resistant in accordance with nationally recognized testing standards, 2) construction materials are non-combustible, and 3) construction materials constitute an assembly which has a minimum 1-hour-fire-resistant rating.
- Installation of wall components such as the fascia, ceramic windows, window glazing, doors, window frames, and insulation that conform to any of the following ignition-resistant construction standards: 1) construction materials are fire-resistant in accordance with nationally recognized testing standards, 2) construction materials are non-combustible, and 3) construction materials constitute an assembly which has a minimum 1-hour-fire-resistant rating.
- Protection of propane tanks or other external fuel sources.
- Purchase and installation of external, structure-specific water hydration systems (sprinklers), dedicated power source and dedicated cistern if no water source (*e.g., lake, river, swimming pool*) is available. FEMA will only consider the project when assurances are provided in the operations and maintenance plan that a system (*e.g., Geographic Information System*) will be maintained to identify property addresses with wildfire sprinkler systems and made available to the appropriate fire department.



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3. Hazardous Fuels Reduction Activities involve the removal of vegetative fuels proximate to the at-risk structure that, if ignited, pose significant threat to human life and property, especially critical facilities. Hazardous fuels reduction includes vegetation thinning or reduction of flammable vegetative materials for the protection of life and property. This may include excess fuels or highly flammable vegetation (*e.g., arundo donax, eucalyptus*). These projects are implemented at the community level and extend beyond defensible space perimeters, however FEMA will only consider funding for hazardous fuels reduction projects limited in scope to be no farther than two miles from homes or structures, and that meet or exceed applicable fire-related codes and standards.

Hazardous fuels reduction may be accomplished using community owned equipment, rental equipment or use of contract resources and equipment for mechanical treatments such as disking, mowing, and/or chopping (*i.e., chippers, saws etc.*). Equipment used by communities for hazardous fuels reduction activities must not pose an additional risk of fire ignition (*i.e., spark arrestor*).

- Eligible activities include community level vegetation management, vegetation removal, vegetation clearing and/or thinning, slash removal, vertical clearance of tree branches, etc. to reduce the threat to human life and structures from future wildfires. Such activities may be no farther than two miles from structures and may include the following techniques:
 - Chemical treatments, including herbicide applications with appropriate safeguards to ensure protection of human life, environment, and watersheds;
 - Grazing or biomass conversion;
 - Mechanical treatments such as disking, mulching, grinding, mowing, chopping and removal of such material; material left on site must meet appropriate depth practices;
 - Biomass removal including clearing straw, dead or dry vegetation, thinning, removal of brush, pine straw or blown-down timber from wind throw, ice, or a combination thereof; and
 - Other industry-accepted techniques at FEMA discretion.

B. Additional Conditions for Wildfire Projects

Operations and Maintenance Plan

FEMA will only consider for funding, HMGP and PDM wildfire projects for which (a) the application includes a draft operations and maintenance plan at the time of application, including information demonstrating that the requested wildfire project will be maintained to achieve the proposed hazard mitigation; and (b) a final operations and maintenance plan has been submitted to FEMA prior to performing any activities as part of the funded project and after the Grantee



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has affirmed that the plan is consistent with this policy, meets or exceeds local codes, and is in conformance with appropriate fire-related codes.

Other General Requirements

Mitigation activities must adhere to all other HMGP or PDM statutes, regulations, and requirements that apply to this project activity including: sections 203 and 404 of the Stafford Act; Hazard Mitigation Grant Program (44 CFR Part 206 Subpart N); Mitigation Planning (44 CFR Part 201); Floodplain Management and Protection of Wetlands (44 CFR Part 9); Environmental Considerations (44 CFR Part 10); Uniform Administrative Requirements for grants and cooperative agreements to State and local governments (44 CFR Part 13); Floodplain Management (44 CFR Part 60); and other applicable federal environmental and grants management laws as well as applicable program guidance including but not limited to Hazard Mitigation Assistance Program Guidance.

The Applicant must ensure prior to submission of the grant application that Duplication of Programs (DOP) between Federal agencies will not occur. FEMA requires that the Applicant include documentation in the grant application to ensure that no DOP will occur. This includes demonstration the Applicant has coordinated with other appropriate Federal agencies. Funding under these programs is not available for wildfire mitigation in an extended range beyond the parameters described in this policy. In addition, FEMA will not consider funding for activities on federal land. With regard to land adjacent to federal lands, FEMA will coordinate with other federal agencies to ensure the proposed project does not fall within the scope of another Federal agency's grant authority, as well as to ensure consistency with federal policy and priorities.

In addition, the following general program information must be included in the application:

- A description of the wildfire mitigation activities and the method to accomplish the activities;
- Map(s) showing the project area and relationship of structures to wildland urban interface or forested, range or grassland area; and
- Property-level rating of wildfire risk for each home or community along with the scale used to measure the rating levels, if applicable.

C. Ineligible Wildfire Activities

Certain project activities and their associated costs are not eligible for funding:

- Projects that do not protect homes, neighborhoods, structures, infrastructure;
- Projects on federally owned land, as well as on land adjacent to federal lands when the proposed project falls within the scope of other federal agencies' grant authority.
- Projects for hazardous fuels reduction in excess of two miles from structures;
- Projects to address ecological or agricultural issues related to land and forest management (*i.e., insects, diseases, weather-related damages, and infestations*);



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- Irrigation of vegetation to avoid disease or drought-related infestation;
- Projects to protect the environment, watersheds or forest management;
- Projects for prescribed burning or clear-cutting;
- Projects for maintenance activities;
- Projects for the purchase of fire related equipment (*i.e., vehicles and fire trucks*) or communication equipment;
- Projects for creation and maintenance of fire breaks, access roads, staging areas;
- Purchase of equipment to accomplish eligible work (*i.e., chainsaws, chippers*);
- Projects for irrigation systems; and
- Development or enhancement of fire suppression capability through the purchase of equipment or resources (*i.e., water supply or sources, dry hydrants, cisterns-not related to water hydration systems, and dip ponds*).

VIII. ORIGINATING OFFICE:

Risk Reduction Division, Mitigation Directorate

IX. SUPERSESSION:

This policy clarification supersedes previous mitigation policies and guidance related to this subject including:

- HMGP Memorandum: November 8, 1994, Subject: Guidance on Eligibility of Response Vehicle and Equipment Purchases Through HMGP

X. **REVIEW DATE:** This policy will not automatically expire, but will substantively be reviewed on or before three years from Date of Issuance.

David I. Maurstad
Assistant Administrator
Mitigation Directorate

This policy represents FEMA's interpretation of a statute or regulation. The policy itself does not impose legally enforceable rights or obligations but sets forth a standard operating procedure or agency practice that FEMA employees follow to be consistent, fair, and equitable in the implementation of the agency's authorities.