

STAFF REPORT

Report To: Board of Supervisors **Meeting Date:**

ng Date: October 15, 2020

Staff Contact: Dave Ruben

Agenda Title: For Possible Action: Discussion and possible action regarding acceptance of a grant in the amount of \$1,802,033 through the Nevada Division of Forestry (NDF) from money appropriated by Senate Bill (SB) 508 (2019), to fund hazardous fuel reduction projects in the Carson City wildland urban interface areas. (Dave Ruben, druben@carson.org)

Staff Summary: Money appropriated by SB 508, which was enacted during the 80th (2019) regular Session of the Nevada Legislature, provides grant funding for hazardous fuel reduction efforts in the wildland urban interface areas in and adjacent to power line utility rights-of-way. By reducing the fuels in these strategic locations, the potential impact of a wildfire will be greatly reduced. The grant will provide \$1,802,033 in funding to the Carson City Fire Department (CCFD) for equipment, vehicles and personnel costs. The grant provides 100 percent funding; therefore, there is no match requirement.

Agenda Action: Formal Action / Motion

Time Requested: 15 minutes

Proposed Motion

I move to accept the grant.

Board's Strategic Goal

Safety

Previous Action

On September 17, 2020, the Board of Supervisors unanimously approved the submittal of the NDF SB 508 grant application in the amount of \$1,802,033 to fund fuel reduction efforts and hire five wildland firefighters.

Background/Issues & Analysis

NV Energy is required to maintain clearances under their power lines to protect against wildfires. SB 508 was passed by the Nevada Legislature in 2019 and provides approximately \$5,000,000 in funds for fuel reduction efforts to the NDF. Circumstances have led NV Energy and NDF to combine efforts and provide grants to allow local fire agencies to combine community fire breaks and fuel reduction efforts with fuel reduction under utility power lines. The grant provides 100 percent funding; therefore, there is no match requirement.

The grant funding is approved until June 9, 2023. It would allow for the purchase and ongoing maintenance of vehicles and equipment to conduct fuel reduction efforts in the wildland urban interface areas of the City as well as fund 5 full-time wildland firefighter positions that would operate the heavy equipment. The funding will allow CCFD to create additional fuel breaks in critical areas to reduce the threat of wildfire in developed areas. A large benefit to Carson City is this grant is not limited geographically. Many of CCFD's other fuel reduction grants have limitations that only allow work on the west side of the City. This grant will allow work to be done in virtually any of the areas in the identified wildland urban interface areas of the City. The scope of work covers 110 miles of overhead transmission and distribution lines, 2,413 poles, and related community fuel breaks. The initial

priority project areas are Voltaire Canyon, transmission line corridor at the Carson/Lyon county line, and tying into the fuel break on the transmission line north of Lakeview (Truckee Meadows Fire Protection District has already done work on the Washoe County side of the county line there). There would be no cost to the City.

Applicable Statute, Code, Policy, Rule or Regulation

National Fire Plan, National Cohesive Wildland Management Strategy, Nevada Forest Action Plan, Carson City Community Wildfire Protection Plan, Carson City Municipal Code Title 14

Financial Information

Is there a fiscal impact? Yes

If yes, account name/number: Grant (275) Fund to be determined

Is it currently budgeted? No

Explanation of Fiscal Impact: If awarded, both revenues and expenses will be augmented by \$1,802,033. There is no match required.

<u>Alternatives</u> Do not accept the grant.

Attachments:

CarsonCityFD_Sub_AmendedExpiration.pdf

CCFD Scope of Work 10-7-20.pdf

Nevada-2019-SB508-Enrolled.pdf

Board Action Taken:

Motion:

Aye/Nay

(Vote Recorded By)



NEVADA DIVISION OF FORESTRY

NOTICE OF SUBGRANT AWARD

| Subgrantee's Name and Payment Address (Must match DUNS registered name: | Subgrant Project Title and Number: Carson City FD, #NVE21-003 Funds obligated by this action: \$ 1,802,033.00 | | | | |
|--|--|--|--|--|--|
| Carson City Fire Department 777 S. Stewart Street Carson City, NV 89701 | Total amount of Funds Obligated to Sub-recipient: <u>\$1,802,033.00</u> | | | | |
| Fed. Tax ID or ETIN: 88-6000189 Vendor: T80990941 SAM Expiration: NA | Subaward Period of Performance:Effective Date:Date of last signature (State Forester)Expiration Date:6/09/2023 | | | | |
| DUNS: 073787152 NOTE: All subgrantees must establish a vendor number before payment can be made. If a Vendor Registration form is enclosed, please complete and submit (via mail or fax) to the NV Controller's Office (address/fax number is on the form in the top right corner). Call the vendor desk at 702-486-3810 or 702-486- 3856 if you have any questions on how to complete/submit the form. | | | | | |
| Subgrantee Primary Contact: Fire Chief | This Sub-award is granted pursuant to | | | | |
| Name: Sean Slamon Phone #: 775-283-7722 Email: NA | the following contractual agreement and State legislative action: NV Energy and NDF Contract: # 23213 NV Energy Funds Obligated: \$901,016.50 Cat: Org: GL: Project #: Cat41 Org1301 ProjNVE Nevada SB 508 SB 508Funds Obligated: \$901,016.50 Cat: Org: GL: Project #: Cat41 Org1300 ProjSB508 | | | | |
| Is this award for Research & Development? Yes Yes Federally Negotiated Indirect Cost rate: (copy of NICRA must be provided to NDF) X No negotiated Indirect Cost Rate | Pass through entity and awarding official: Nevada Division of Forestry Nate Barrons, Conservation Staff Specialist II 2478 Fairview Drive, Carson City, NV 89701 Office Phone:775-684-2511 E-mail: nbarrons@forestry.nv.gov | | | | |
| Description of Project: NV Energy and sub-awardee will meet to confer a schedule of | of projects to be performed. Sub-Awardee will perform the | | | | |

NV Energy and sub-awardee will meet to confer a schedule of projects to be performed. Sub-Awardee will perform the work as agreed to by the Parties in a signed Scope of Work. Completed work will be inspected and confirmed by NV Energy.

For additional specifics for this agreement, see Attached and Signed Scope of Work associated with this sub-award.

Deliverables, reporting requirements and due dates:

Monthly reporting will be due to NV Energy and NDF by the 25th day of each month. Awardee will ensure that any associated personnel working in the field will have completed NV Energy's "Right of Way Contractor Orientation" course prior to engaging in work within any Rights or Way. Equipment purchased for implementation of agreed upon projects listed in the Scope of Work will follow the defined equipment reversion process, Equipment hours will be tracked and billable rates subtracted from initial NV Energy funding amounts until equipment is paid off or until the cancellation/end of

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NEVADA DIVISION OF FORESTRY

this agreement. Any equipment or apparatus cost that is reimbursed by NV Energy/NDF to the District will not be invoiced at an additional hourly rate. This does not include maintenance or operating costs, which shall be subject to spate invoicing.

Deliverables, reporting requirements and due dates:

At the time of termination of this agreement, the Subgrantee will reimburse NV Energy the remaining purchase balance or will return the equipment and no hourly equipment rates will be charged. Personnel will be billed for hours worked as indicated on crew reports and will include travel time. For additional details regarding the specific deliverables of this subgrant please see the attached signed Scope of Work.

Measurements of project success:

- Work conforms to SB 508 scope of work; NV Energy Contract #23213; and mutually agreed upon project scope of work (approved by NDF. NV Energy and Subgrantee)
- 2) Work occurs according to specified timeframes
- 3) Reports are completed with accuracy and submitted in a timety manner
- 4) Proper documentation is submitted with requests for reimbursement and NDF reimburses legitimate expenses

ASSURANCES

BY ACCEPTING THESE SUBGRANT FUNDS, SUBGRANTEE AGREES TO:

- Provide the above referenced deliverables to subgrantee by the due date specified
- Understand and comply with all local, state, statutes, regulations, and requirements, including Nevada Revised Statute and Nevada Administrative Code regarding awards and subawards.
- Comply with the attached Financial and Program Assurances and Certification Regarding Debarment and Suspension, and the Approved Budget.
- Ensure expenditures are in accordance with the specific categories as they appear in the Approved Budget.
- Permit NDF and auditors to have access to records and financial statements as necessary to ascertain compliance with this agreement and federal regulations regarding awards
- > Comply with the State of Nevada ethical standards, including but not limited to NRS 281A and Executive Order 2011-02.

The signature below indicates acceptance of this sub-grant award and all terms and conditions stated herein inclusive of attachments A through D and exhibit sincorporated herein.

| Typed Name/Title of Subgrantee Authorizing Official: | Date: |
|---|--|
| Name/Title, Nevada Division of Forestry Program Authorization: <u>Nate B</u> Signature: <u>Nate Barrons</u> | Barrons, Conservation Staff Spec II Date: 9/29/20 |
| Name/Title, Nevada Division of Forestry Fiscal Authorization Doris Chelini Signature: | Management Analyst III Date: 9/39/3030 |
| Name/Title, NV Energy Authorization: Mark Regan Fire Chief Signature: Mark Regan Fire Chief | Date: 9/28/2020 |
| Name/Title, Nevada Division of Forestry Administrator: Kacey KC, State For Signature: Kacey KC Digitally signed by Kacey KC Date: 2020.09.29 16.07 52-07.00 | Date: (Grant Period Start Date) |
| Grant Title; B/A Cat. OrgCFD.A Job # | |

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Subgrant Project Title: Carson City FD

Nevada Division of Forestry Approved Subgrant Budget Subgrant #: NVE21-003

| \$1,802,033.00 | \$901,016.50 | 211 | \$901,016.50 | TOTAL |
|----------------|--|-----|--------------------|--|
| \$ | \$ | | \$ | Indirect Charges |
| \$192,123 | \$96,061.50 | | \$96,061.50 | Other (including training) |
| 5 | €9 | | \$ | Contractual (Subcontractor) Grantee must supply NDF Grant/ Business Manager with one copy of each contract. |
| 5 9 | | | €3 | Operating/Supplies |
| \$468,131.00 | \$234,065.50 | | \$234,065.50 | Equipment |
| 649 | €⁄3 | | €43 | Travel* |
| \$1,141,780.00 | \$570,890.00 | | \$570,890.00 | Personnel/Labor |
| = Total | SB 508 State of Nevada Funds | + | NV Energy Funds | Category |

- * Any approved travel will be reimbursed at the current State of Nevada rates.
- determine how to address income Any program income earned from activities supported by this award shall be reported to NDF with each cash draw and subgrantee will inutually

cumulative of the total Subgrant amount. The Subgrantee shall obtain prior approval to transfer funds between budget categories if the funds to be transferred are greater than ten percent (10%)



NEVADA DIVISION OF FORESTRY FINANCIAL TERMS AND CONDITIONS

Subgrant Project Title: Carson City FD

Subgrant #: NVE21-003

I. State and Local Government Requirements

Sub-grantees must comply with the following: SB508 and NDF Contract # 23213

2 Procurement

All sub-grantees must comply with the entities established purchasing policies and procedures, if none exist the default will remain state purchasing policies and procedures. Sub-grantee must obtain bids for all applicable services in the Approved Sub-grant Budget. Sub-grantee must make all bids and selection of vendors and sub-contractors available to NDF upon request for the effective period of the grant as well as the six year storage period.

3. Equipment Purchases

For the purposes of this sub-grant, equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of more than S5,000 per unit. Equipment purchases beyond those approved within the scope of work must be pre-approved by the NDF grant program administrator and NV Energy and a budget amendment must be made before purchase. Sub-grantees awarded equipment must follow all rules regarding use.

4. Payment Methods

All sub-grantees must establish a vendor number with the State of Nevada's Controller's Office before payment can be made. All Requests for Reimbursement or Advance Forns must be submitted with an original signature, preferably in colored ink other than black, and on the approved form sent by the NDF grant program administrator. All project expenditures must be in accordance with items 1 through 3, as identified above, and within the approved sub-grant budget categories as they appear on page 2 of this document. Grantee may expect payment within thirty (30) days after sufficient documentation is submitted to NDF. Payment is in the form offa. Reimbursement Requests

Reimbursement requests must be accompanied by documentation showing proof of payment (copy of invoice and check paying the invoice, voucher, or other proof of payment). Expenditures must be described in mough detail to determine allowability and reasonableness in accordance with the purpose of this sub-award. Please note on each document whether it applies to the sub-grant share or the matching share, and percentage of each allocation, if necessary. Final reimbursement request must be submitted to NDF no later than 45 days after expiration of the sub-grant.

b. Advance Payments

Advance payments are not allowable in all programs and must be pre-opproved by the awarding NDF grant program administrator. Advance payments are based on estimated costs and cannot exceed the maximum amount needed for a 30-day period. Sub-grantee must supply NDF with proof of purchase for any funds advanced within 30 days of receipt of advance, and any unexpended funds must be immediately refunded to the Nevada Division of Forestry. Sub-grantee will then have an additional 30 days to supply NDF with proof of payment to the vendor/sub-contractor. for a total of 60 days from the receipt of advance to reconcile.

5. Audits

Sub-grantees files may be the subject of NDF and State review. Must comply with all relative rules and purchasing policies and procedures. If applicable, it is the subgrantees responsibility to ensure that NDF is a recipient of a copy of the audit findings.

6. Records Retention

Sub-grantee must maintain records which adequately identify grant receipts and expenditures. All records must be kept by sub-grantee for six years after the expiration of the sub-grant or pending matters are closed, whichever is later. The books, records, documents and accounting procedures and practices of the sub-grantee relevant to this award shall be subject to inspection, examination and audit by the Grant Awarding Agency, the State of Nevada, the Nevada Division of Forestry, the Attorney General of Nevada, the State Legislative Auditor or any other designated agent.



NEVADA DIVISION OF FORESTRY PROGRAM TERMS AND CONDITIONS

Subgrant Project Title: Carson City FD Subgrant #: NVE21-003

This sub-grant is awarded under the terms of NDF, NV Energy Contract # 23213 and Nevada SB 508 of the Nevada Legislature. This sub-grant agreement shall become effective when the "Notice of Sub-grant Award" is approved by the Nevada Division of Forestry (NDF) and signed by the Nevada State Forester. NDF retains the right to terminate this sub-grant for cause at any time before completion of the program when it has determined the sub-grantee has failed to comply with the conditions of this agreement.

Sub-grantee certifies that grant funds for this project shall not be used to substitute for existing state. Tribal, or local government budgets.

1. Sub-grant associated changes requiring prior approval from NDF

The sub-grantee shall neither assign, transfer, nor delegate any rights, obligations or duties under this "Notice of Sub-grant Award" without the prior written consent from the Nevada Division of Forestry. Sub-grantee must notify NDF program administrator in ample time to give proper approval or complete any necessary paperwork well before the grant expires or the change is set to occur. If any of the conditions listed occur or are imminent, sub-grantee shall notify the NDF grant administrator immediately:

- Change to scope of work Change to budget
- Change in key personnel Change in completion date of project (must be requested 30 days prior to current expiration)
- Change or substantially new systems Audit findings that result in enforcement action by a governmental entity
- Substantive change in financial condition
- Disengagement from the project for more than 3 months (unless contemplated in the grant application)

2. Printed Material

All printed material shall contain an Equal Opportunity Statement in compliance with Title IV of the Civil Rights Act of 1964 (P.L. 88-352). All printed material shall also contain a declaration of Nevada Division of Forestry and NV Energy assistance. Printed materials include but are not limited to: brochures, booklets, television segments, billboards, signs, videos, professional reports, and maps. Sub-grantee must supply NDF with two copies of all printed materials developed with funding in this sub-grant upon completion, termination or cancellation of this sub-grant. *(See Attachment A, Section F for additional information.)*

3. Clearances and Permits

The sub-grantee is responsible for obtaining all necessary permits and clearances, and for completing all plans associated with this project. This includes but is not limited to archaeological reports and clearances, timber harvest permits, landowner permission, stream environment zone clearances, threatened and endangered species clearances. In applicable projects, it is also the sub-grantees responsibility to ensure property boundaries are clearly marked and all affected property owners have signed an agreement prior to the onset of work.

4. Project Maintenance

Sub-grantees agree to provide required maintenance as specified in the scope of work on page 1 of this document to sub-grant funded projects and equipment.

5. Cultural & Historic Properties

Per the Code of Federal Regulations- 36 CFR 800.13(b)(3) (http://www.achn.gov/regs-rev04.pdf): if buried or previously unidentified historic, pre-historic or Native American artifacts are discovered during project activities; the sub-grantee shall cease all work immediately and notify the Nevada Division of Forestry within 48 hours of discovery.

6. Reports Required

Required reports will be specified in the scope of work on page 1 of this document. All sub-grantees shall submit a final report within 45 days of expiration of this sub-grant outlining financial status and project accomplishments and milestones. Sub-grantees who have not submitted a final reimbursement request and final project report within the 45 day period or have not requested an extension to the expiration date at least 30 days prior to the original expiration may forfeit their sub-grant award and the ability to seek reimbursement from the Nevada Division of Forestry. Sub-grantees shall have no claim to unexpended funds after completion, termination or cancellation of this Subgrant.

7. Indemnification

To the fullest extent permitted by the law, the sub-grantee shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of Sub-grantee, its officers employees and agents.

(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.

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| Carson City FD | Carson City FD |
|--|---|
| Organization Name | Sub-grant Project Title or Number |
| Name(s) and Title(s) of Subgrantee Authorizin | g Official(s) |
| Signature(s) | Date |
| | sion of Forestry ntee Authorizing Official(s) |
| Certification of Subgraf | nee Authorizing Official(s) |
| Subgrant Project Title: Carson City FD | Subgrant #: NVE21-003 |
| OTHER PERSONNEL AUTHORIZED WITH (Completion of this section is optional. This Authorizing Official is authorized to make cl functions as mentioned below.) | I SIGNATURE AUTHORITY: section is to be used if someone other than is the hanges to the subgrant or complete any grant |
| (Completion of this section is optional. This Authorizing Official is authorized to make cl functions as mentioned below.) | section is to be used if someone other than is the hanges to the subgrant or complete any grant bgrantee Official) certify that in addition to myself, ation authorized to sign the Request For e progress and/or final reports, and to request a |
| (Completion of this section is optional. This Authorizing Official is authorized to make cl functions as mentioned below.) I,(name of Authorizing Su the following are representatives of my organiza Reimbursement or Advance Form, to submit the | section is to be used if someone other than is the hanges to the subgrant or complete any grant bgrantee Official) certify that in addition to myself, ation authorized to sign the Request For e progress and/or final reports, and to request a t. |
| (Completion of this section is optional. This Authorizing Official is authorized to make cl functions as mentioned below.) I,(name of Authorizing Su the following are representatives of my organize Reimbursement or Advance Form, to submit the change to the scope of work or approved budget (a)(Signature of Subgrantee Organization Repr | section is to be used if someone other than is the hanges to the subgrant or complete any grant bgrantee Official) certify that in addition to myself, ation authorized to sign the Request For e progress and/or final reports, and to request a t. resentative) (Typed/Printed Name& Title) |
| (Completion of this section is optional. This Authorizing Official is authorized to make cl functions as mentioned below.) I,(name of Authorizing Su the following are representatives of my organiza Reimbursement or Advance Form, to submit the change to the scope of work or approved budget (a)(Signature of Subgrantee Organization Repr | section is to be used if someone other than is the hanges to the subgrant or complete any grant bgrantee Official) certify that in addition to myself, ation authorized to sign the Request For e progress and/or final reports, and to request a t. resentative) (Typed/Printed Name& Title) |



AUTHORIZED SIGNATURE:

(a)

Typed Name and title of Subgrantee Authorizing Official

(b)

Signature of Subgrantee Authorizing Official

Nevada Division of Forestry Acknowledgement of Receipt

Subgrant Project Title: Carson City FD Subgrant #: NVE21-003

By signing below, I hereby acknowledge that I have received a copy of the following:

- Nevada SB 508
- NV Energy and NDF Contract, #23213

(Signature of Subgrantee Organization Representative)

(Typed/Printed Name& Title)

Carson City Fire SB508/ NV Energy Fuels Reduction Program



Hazardous Fuels Management Proposal for NDF

DEFINITIONS

The following terms, in their singular and plural forms, shall have the following meaning when used in any exhibit in this document, to clarify specific language unique to the fire service industry.

- (a) "Configuration" means the established arrangement of resources providing a specific service.
- (b) "PPE" means personal protective equipment.
- (c) "Fleet" means a number of vehicles operating together or under the same ownership.
- (d) "IMT" means incident management team. Incident management team is a term used to refer to a group that responds to an emergency. Although the incident management team concept was originally developed for wildfire response, it has been expended into what is now known as "All Hazards".
- (e) "NWCG" means National Wildfire Coordinating Group. The National Wildfire Coordinating Group was formed in the United States as a result of the aftermath of a major wildfire season in 1970. The 1970 fire season underscored the need for a national set of training and equipment standards which would be standardized across the different agencies

EXHIBIT A SCOPE OF WORK

Carson City Fire Department ("CCFD" or "Contractor") will conduct the hazardous fuels management services described in this Scope of Work for Nevada Division of Forestry ("NDF" or "Company") on a "time and materials basis" in amounts set forth in Exhibits B and C. Company and Contractor individually may be referred to as a "Party" and collectively as "Parties."

The Parties recognize the importance of the elimination of fire hazards in accordance with Carson City Municipal Code ("CCMC") 14.02.005(B). This grant represents cooperative and pre-emptive implementation of the requirement to eliminate fire hazards. Specifically, CCFD will provide Hazardous Fuels Management Services for NDF in accordance with CCMC 14.02.005(B). Services to be performed by CCFD will consist primarily of vegetation management of ground fuels, such as clearing brush and other debris, within NV Energy service territory to reduce fire hazards and create combustible free space as follows:

1. CCFD will conduct vegetation management of ground fuels/vegetation utilizing various types of fuel removal techniques within NV Energy's electric service territory and electrical assets including, without limitation, powerline rights of way (ROW), transmission and distribution (T&D) lines, and around company's infrastructures in accordance with local Community Wildfire Protection Plans (CWPPs), Authority Having Jurisdiction (AHJ) fuel treatment requirements and 2018 International Wildland-Urban Interface Code (IWUIC) Appendix A requirements to reduce the threat of wildfire and improve the capabilities to control such fires. The Parties will work together to implement appropriate and effective maintenance treatment to prevent the growth of noxious or flammable weeds within the ROWs. CCFD crews funded through this agreement may be used outside of NV Energy infrastructure zones when NDF, NV Energy, and CCFD agree to it.

2. CCFD will implement "pole grubbing" to create a combustible-free space around poles, in

accordance with 2018 IWUIC Appendix A, and maintain such work throughout the duration of the grant on a schedule agreed to by the Parties.

3. CCFD's Wildland Fuels Management Officer will work as a liaison/project coordinator with NV Energy and NDF. The purpose of this position will be to assist in the planning, communication, reporting, progress mapping, logistics, and effective/efficient implementation of services outlined in this Scope of Work.

4. NDF, NV Energy and CCFD will meet and confer in preparing a schedule of projects to be performed. CCFD will perform the work as agreed to by the Parties. When an area is finished, NV Energy will inspect and "sign off" on the project when it is accepted. CCFD will not provide a guarantee or warranty that, by performing the work in this SOW, fires or injuries to persons or property, will be prevented. There is no warranty or liability by CCFD for the work performed after NV Energy's "sign off," and CCFD does not waive the liability limitations in NRS Chapter 41.

5. CCFD will perform the work on a "time and materials basis" and may start or stop work at its discretion.

6. Upon execution of this Grant, Carson City shall obtain pricing for a Caterpillar 299 Skid Steer with a Forestry Package, an F550 tow vehicle, trailer to transport the skid steer, and an F350 crew cab pickup ("Vehicles") and provide the pricing to the NDF. Upon acceptance of pricing by NDF, NDF shall advance to Carson City the amount needed to purchase the Vehicles, and Carson City shall purchase the Vehicles. Items permanently mounted to the Vehicles such as air compressors, fire extinguishers, or toolboxes, shall be considered a part of the Vehicle.

7. Any equipment or apparatus cost that is reimbursed by NDF to Carson City will not be invoiced at an additional hourly rate. This does not include maintenance or operating costs, which shall be subject to separate invoicing. The items subject to non-invoicing are: Cat 299 skid steer, F550 tow vehicle, trailer, and F350 crew cab pickup. Items permanently mounted such as air compressors, fire extinguishers, or toolboxes, shall be considered part of the vehicle. Equipment hours will be tracked and billable rates subtracted from initial NDF funding amounts until equipment is paid off or until the cancellation/end of this agreement. At the time of termination of this agreement, Carson City will reimburse NDF the remaining purchase balance or will return the equipment if any balance is left on the vehicle pay off amounts. Once the vehicles are paid off, they become the sole property of Carson City.

8. Upon completion of the first phase of implementation and/or expiration of the original 3-yearterm of the Grant, the Parties will enter into negotiations in an attempt to reach an agreement for maintenance services.

EXHIBIT B PROJECT DESCRIPTION

The proposed project treats approximately 110 miles of transmission and distribution lines throughout Carson City (see following map). The work is combined mechanical treatment (masticator) and hand treatment (hand crews), performed by Carson Fire personnel specified in this Scope of Work. Work will be performed on a combination of private and public lands.

Treatment Areas include (but not limited to):

- Transmission and Distribution Lines in the Voltaire Canyon area
- Transmission and Distribution Lines running east and west along the north side of Carson City
- Distribution Lines in the Kings Canyon area
- Transmission and Distribution Lines east of the Carson River in the Sierra Vista area

Treatment includes 10' - 30' clearance to mineral soil around poles and a 40' wide continuous shaded fuel break underneath lines. Wider breaks and fuel reduction outside of the NV Energy Right of Way will be conducted when appropriate and where landowners agree and sign Right of Entry/Hold Harmless Agreements.

Treatments will start along the highest priority lines as identified by NV Energy and CCFD. Fire history in the area shows numerous wildfires along the western side of Carson, so creating fuel breaks and clearing poles will have a direct impact on fire spread and intensity within the treatment areas.

In addition to elements proposed in the scope of work, CCFD will provide program oversight and overhead vehicles.

Daily reports tracking production will be kept on site for six years. Monthly reporting of expenditures and production will occur by the 25th of each month utilizing the following form. This report will be submitted to both the NDF and NV Energy. Billing will be completed quarterly and submitted directly to the NDF.

| Fire District: | Date | 2: | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------|--------|-----------------|----------|-----------|---------------|----------|-------|---------|---------|-----------|-----|---------|----|---------|-------------|---------|-----|---|----|---------|-------------|---------|------------|----------|-------|
| NV ENERGY STATUS R | EPORT | Number of poles | Distance | Fuel type | Acres treated | Herb | icide | Biomass | | Biomass | | Biomass | | Biomass | | Biomass | | Project completed in conjunction with current district projects | | Treatme | ent area/fu | el brea | k adjacent | to power | lines |
| Tier-3 | | | | | | needed | used | piles | chipped | scattered | yes | | no | sta | rt lat/long | | fir | iish lat/ lo | ng | | | | | | |
| Circuit Number: | ZONE-1 | | | | | | | | | | | | | | | | | | | | | | | | |
| Circuit Number: | ZONE-2 | | | | | | | | | | | | | | | | | | | | | | | | |
| Circuit Number: | ZONE-3 | | | | | | | | | | | | | | | | | | | | | | | | |
| Tier-2 | | | | | | | | | | | | | | sta | rt lat/long | | fir | iish lat/ lo | ng | | | | | | |
| Circuit Number: | ZONE-1 | | | | | | | | | | | | | | | | | | | | | | | | |
| Circuit Number: | ZONE-2 | | | | | | | | | | | | | | | | | | | | | | | | |
| Circuit Number: | ZONE-3 | | | | | | | | | | | | | | | | | | | | | | | | |
| Tier-1 | | | | | | | | | | | | | | sta | rt lat/long | | fir | iish lat/ lo | ng | | | | | | |
| Circuit Number: | ZONE-1 | | | | | | | | | | | | | | | | | | | | | | | | |
| Circuit Number: | ZONE-2 | | | | | | | | | | | | | | | | | | | | | | | | |
| Circuit Number: | ZONE-3 | | | | | | | | | | | | | | | | | | | | | | | | |
| Non tier wildland area | | | | | | | | | | | | | | sta | rt lat/long | | fir | iish lat/ lo | ng | | | | | | |
| Circuit Number: | ZONE-1 | | | | | | | | | | | | | | | | | | | | | | | | |
| Circuit Number: | ZONE-2 | | | | | | | | | | | | | | | | | | | | | | | | |
| Circuit Number: | ZONE-3 | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | COMMENTS | : | | | | | | | | | | | | | | | | | | |

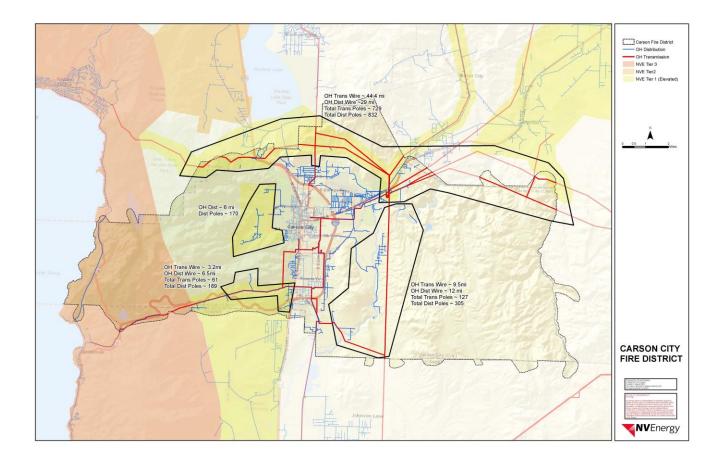


EXHIBIT C PRICING SCHEDULE

2020 BILLING RATES

All rates based on actual cost to CCFD. Billed rate will be at the actual cost and may be different than the rate quoted in this document.

APPARATUS RATES

Equipment utilized at the request of NDF will be billed based on actual hours used. Personnel and equipment will be billed for hours worked as indicated on crew reports and will include travel time. Rates below include personnel costs.

| 1. | Structure Engine - Type I | \$418.00/hr. |
|----|-----------------------------|------------------------------|
| 2. | Brush Engine - Type III | \$322.00/hr. |
| 3. | Water Tender | \$265.00/hr. |
| 4. | Patrol Truck – Type V/VI | \$322.00/hr. |
| 5. | Skid Steer Masticator (Wet) | \$220.00/hr. (Includes Fuel) |

CITY or CCFD Owned Vehicles:

Equipment utilized at the request of NDF will be billed based on actual hours used. Personnel and equipment will be billed for hours worked as indicated on crew reports and will include travel time. Rates below do not include personnel costs.

| 6. | Command Vehicle-sedan | \$45.00/day p | lus IRS rate per mile | | |
|----|--|---------------|------------------------------------|--|--|
| 7. | Pickup (¹ / ₂ ton and below) \$55.00/day plus IRS rate per mile | | | | |
| 8. | Pickup (3/4 ton and above), SUV, Ra | anger UTV | \$80.00/day plus IRS rate per mile | | |
| 9. | Privately Owned Vehicle | IRS rate per | mile | | |
| 10 | . Equipment Chase Truck | \$96.00/day p | olus IRS rate per mile | | |

PERSONNEL RATES

All personnel are charged consistent with the Department's current labor agreements and/or resolutions as approved by the Board. Backfill (for 56-hour personnel only) personnel and their invoice amounts will be shown on the same invoice as incident personnel. Backfill dates will be noted.

| 1. | Chief Officer | \$92/hr |
|----|------------------------|---------|
| 2. | Captain | \$60/hr |
| 3. | Pump operator/Driver | \$54/hr |
| 4. | Firefighter/Paramedic | \$54/hr |
| 5. | Firefighter | \$49/hr |
| 6. | Investigator/Inspector | \$69/hr |

BILLING ADDRESS

Carson City Fire Department 777 S. Stewart Street Carson City, NV 89701

CONTACT INFORMATION

Sean Slamon, Fire Chief (775) 283-7722

Dave Ruben, Battalion Chief (775) 283-7153

Dave Aurand, Business Manager (775) 283-7875

Administrative Office (775) 887-2210

DUNS NUMBER

073787152

TAX ID NUMBER

EIN # 88-6000189

STATION LOCATIONS

Career Stations

Station 51 - 777 South Stewart Street, Carson City, Nevada 89701 Station 52 - 2400 East College Parkway, Carson City, Nevada 89706 Station 53 - 4649 Snyder Avenue, Carson City, Nevada 89701

Station 54 – 2222 West College Parkway, Carson City, Nevada 89703

EXHIBIT D

Carson City Fire Department



5 Person Crew for Hazardous Fuels Management

Carson City Fire Department

Fuels Management Services Overview

This proposal has been completed to provide a reasonable expectation of funding the operation of hazardous fuels management services provided by Carson City Fire Department resources. This proposal is not inclusive of all possible costs. Additional costs may be necessary to ensure operational success. The proposal outlines potential costs during a 3-year period including personnel, fleet, and management & administration oversight costs for a 3 year term.

| Personnel Costs | Estimate | e Total Costs |
|--|-----------|------------------|
| 5 person Fuels Crew/ Fire Suppression – Full Time/Year Round | <u>\$</u> | <u>1,141,780</u> |

This configuration will make up the personnel providing annual fuels treatment (2080 hours/person). Personnel costs include salaries, fringe benefits including worker's compensation, health insurance, retirement and other overhead costs. If needed, a breakdown of these costs may be provided.

| Fleet Costs – Skid Steer, Tow Vehicle | Estimate Tot | tal Costs |
|---------------------------------------|--------------|----------------|
| See start-up fleet for cost breakdown | <u>\$</u> | <u>468,131</u> |

The estimated cost for the Skid Steer and tow vehicle is a "maximum" cost and includes the cost of up-fitting vehicles to ensure operational standards of the Interagency Standards for Fire and Fire Aviation Operations are met. The rationale behind this configuration would be due to the possibilities of fire suppression and fuels management needs.

| Management & Administrative Costs | Estimat | e Total Costs |
|---|-----------|-----------------|
| Costs include planning, GIS mapping, financial reporting, logistics, project tracking | <u>\$</u> | <u> 192,123</u> |

Management & administrative costs support operations. GIS mapping, financial reporting, logistics and project tracking provide necessary oversight that ensures operations can be conducted efficiently. The estimated costs are considered approximately @ 17.7% of total operation personnel costs. Costs may be more or less than this estimate. The rate has been determined by utilizing the CFAA CAL OES agreement administrative rate.

| Estimated Grand Total | Estimat | e Total Costs |
|--|-----------|---------------|
| *Estimated costs include but not limited to items listed above | <u>\$</u> | 1,802,033 |

| | | | | | Year 1 | | Year 2 | | Year 3 | |
|--------|--------------------------------------|--|-----------------|--------|--------------------------------|----|-------------------|----|--------------------|-------------------|
| 5 per: | son Crew year arou | nd | | | 208022248822 1096 | | 1004.020002544.00 | | 2001 2020ABS 10.20 | |
| | Hourly Wage | | | | 3.5% Operational Increase/year | | | | | |
| | Sr. Crew Member | \$ 1.00 | \$ | 42.00 | \$ 87,360.00 | \$ | 90,417.60 | \$ | 93,582.22 | |
| | Equip Op. | \$ 1.00 | \$ | 36.00 | \$ 74,880.00 | \$ | 77,500.80 | \$ | 80,213.33 | |
| | Crew Member | \$ 3.00 | \$ | 30.00 | \$ 187,200.00 | \$ | 193,752.00 | \$ | 200,533.32 | |
| | Initial Equipment/ PPE | | | | \$ 23,725.00 | | | | | |
| | Initial Training Costs (40 hrs each) | | | | \$ 8,000.00 | \$ | 8,280.00 | \$ | 8,569.80 | |
| | Annual physical | \$ 5.00 | \$ | 500.00 | \$ 2,500.00 | \$ | 2,587.50 | \$ | 2,678.06 | |
| | | | | | \$ 383,665.00 | \$ | 372,537.90 | \$ | 385,576.73 | \$ 1,141,779.6 |
| Fleet | - Skid Steer, Tow V | ehicle and | d Traile | er | | | | | | |
| | Cat 299 with forestry package | | | | \$ 130,000.00 | | | | | |
| | Operating Costs (350 hours per Year) | | | | \$ 26,250.00 | \$ | 27,168.75 | \$ | 28,119.66 | |
| | Mastication Training | | | | \$ 3,000.00 | \$ | 3,000.00 | \$ | 3,000.00 | |
| | Trimax Fire Extinguishers (Foam) | | | | \$ 6,600.00 | | | | | |
| | F350 Crew Cab (Crew Truck) | | | | \$ 65,000.00 | | | | | |
| | Operating costs | | | | \$ 8,970.00 | \$ | 9,283.95 | \$ | 9,608.89 | |
| | F550 with service body | | | | \$ 80,000.00 | | | | | |
| | Operating costs | | | | \$ 10,560.00 | \$ | 10,929.60 | \$ | 11,312.14 | |
| | Trailer | | | | \$ 12,500.00 | | | | | |
| | Tools, equipment, radios, etc | | | | \$ 20,000.00 | | | | | |
| | Ipad with LTE and case | | | | \$ 1,690.00 | \$ | 559.00 | \$ | 578.57 | |
| | | | | | \$ 364,570.00 | \$ | 50,941.30 | \$ | 52,619.25 | \$ 468,130.5 |
| Mana | gement and Admini | and the state of t | PULL CONTROLOGY | | | | | | | |
| | 17.7% of personnel costs | | | | \$ 61,850.88 | \$ | 64,015.66 | \$ | 66,256.21 | |
| | | | C. | | \$ 61,850.88 | \$ | 64,015.66 | \$ | 66,256.21 | \$ 192,122.7 |
| | | | Yearly | Totals | \$ 810,085.88 | \$ | 487,494.86 | \$ | 504,452.18 | \$ 1,802,032.9 |
| | | | | | | | | | | |

CHAPTER.....

AN ACT making an appropriation to the State Department of Conservation and Natural Resources for the replacement of information technology infrastructure and making an appropriation to the Interim Finance Committee for allocation to the Department for wildfire prevention, restoration and long-term planning; and providing other matters properly relating thereto.

EXPLANATION - Matter in *bolded italics* is new; matter between brackets [omitted material] is material to be omitted.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. There is hereby appropriated from the State General Fund to the State Department of Conservation and Natural Resources, Administration, the sum of \$205,183 for the replacement of information technology infrastructure.

Sec. 2. Any remaining balance of the appropriation made by section 1 of this act must not be committed for expenditure after June 30, 2021, by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 17, 2021, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 17, 2021.

Sec. 2.3. There is hereby appropriated from the State General Fund to the Interim Finance Committee for allocation to the State Department of Conservation and Natural Resources the sum of \$5,000,000 for wildfire prevention, restoration and long-term planning. The Interim Finance Committee shall allocate money to the Department pursuant to section 2.7 of this act.

Sec. 2.7. 1. The State Department of Conservation and Natural Resources may obtain money from private or public sources of money, other than money from this State, including, without limitation, gifts, grants and donations to the Department, that requires matching money from this State. The Department shall, except as otherwise provided in subsection 4, use any such money that is obtained by the Department to match the money allocated pursuant to subsection 3 for wildfire prevention, restoration and long-term planning.



2. Each time the total amount of matching money obtained by the Department pursuant to subsection 1 is \$100,000 or more, the Department shall notify the Interim Finance Committee of the amount of matching money that the Department has obtained pursuant to subsection 1.

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3. After receiving the notice pursuant to subsection 2, the Interim Finance Committee shall allocate to the Department any portion of the money appropriated pursuant to section 2.3 of this act, the total of which must not exceed the sum of \$5,000,000, that is equal to the amount of matching money that the Department obtained pursuant to subsection 1.

4. If the Department obtains matching money pursuant to subsection 1 and notifies the Interim Finance Committee pursuant to subsection 2 and the Interim Finance Committee determines that no money which is appropriated pursuant to section 2.3 of this act is available, the Department may use the matching money for wildfire prevention, restoration and long-term planning upon receiving the consent of the source of the matching money. If the Department does not receive such consent within 30 days after the Interim Finance Committee's determination that no money which is appropriated pursuant to section 2.3 of this act is available, the Department must return the matching money to the source of the money.

5. The Department may obtain money for wildfire prevention, restoration and long-term planning from private or public sources of money, other than money from this State, including, without limitation, gifts, grants and donations to the Department, that does not require matching money. The Department shall use any such money that is obtained by the Department for wildfire prevention, restoration and long-term planning.

Sec. 3. This act becomes effective upon passage and approval.

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80th Session (2019)