



**MEMORANDUM**  
**COUNTY EXECUTIVE OFFICE**  
**ADMINISTRATION**  
County of Placer

**TO:** Honorable Board of Supervisors **DATE:** August 10, 2021  
**FROM:** Todd Leopold, County Executive Officer  
**BY:** Dave Atkinson, Assistant Director of Emergency Services  
**SUBJECT:** Agreement with Placer County Resource Conservation District for Alternative Sentencing Chipper Program

---

**ACTION REQUESTED**

1. Approve and authorize the County Executive Officer to sign an agreement with Placer County Resource Conservation District to provide funding for the Placer County Residential Chipper Program in a total amount not to exceed \$175,000 through February 28, 2022, subject to County Counsel and Risk Management concurrence.
2. Approve budget amendment AM-00530 in the amount of \$175,000, increasing expenditure authority in the CEO's Community & Agency Support budget CC10018 and canceling GF in Lieu of CARES reserves to offset the expenditure.

**BACKGROUND**

The Placer County Residential Chipper Program ("Chipper Program"), which was established in 1999, provides a low-cost residential chipping service to help landowners manage their vegetation and meet defensible space requirements. Management of this program was transferred from Placer County to the Placer County Resource Conservation District (RCD) in 2013. The cost to residents for this service is \$80 per hour, with exemptions for low-income or disabled individuals.

Several factors have led to the buildup of a significant backlog of requests for chipping services. These factors included:

- Year over year increases in the number of requests for service due to enhanced public education, tightening restrictions by insurance companies, and defensible space inspections by the fire services.
- Implementation of public safety realignment resulting in the reduction of lower-risk inmates in correctional settings. This inmate population provided the majority of the staffing for the chipper program.
- COVID-19 restrictions led to a 7-month pause in completing chipper service requests.
- Restrictions on outside interaction with inmates to prevent COVID-19 outbreaks in the jails have led to a pause in inmate staffing of chipper crews.

In December 2020, the RCD hired a 3-person crew to staff a single chipper crew and resumed chipper service. The RCD received a grant to provide the bulk of the funding for the Chipper Program, but the continued need to provide service using a paid crew resulted in a substantial

Honorable Board of Supervisors  
August 10, 2021  
Agreement with Placer County Resource Conservation District for Alternative Sentencing  
Chipper Program  
Page 2  
depletion of these funds.

As noted above, requests for chipping services continue to build and are resulting in wait times exceeding 3 months. Any meaningful reduction in these excessive wait times will require a significant expansion in the capacity of the Chipper Program. Based on current projections, staff estimate that the 4 crews would be able to reduce wait times (and the backlog) in 4 months. The RCD has enough chippers and support equipment to run the required number of crews.

Placer County's Probation Department has proposed a partnership with RCD that would involve the use of individuals who have been assigned to their Alternative Sentencing Program under work release. The individuals that participate in alternative sentencing programs complete their Court ordered sentence under direct Probation Officer supervision, allowing them to maintain family structure, retain employment and housing, obtain rehabilitative services, and continue positive ties to the community. By being a part of a chipper crew, these clients would receive hands-on work experience that could potentially provide a career path in the future.

Through a collaboration with the RCD, Probation, the Office of Emergency Services, Risk Management, County Counsel, and the County Executive Office, a pilot program was developed. In the proposed agreement, the County would provide staffing through Probation's alternative sentencing program through February 28, 2022. The County would also provide funding up to \$175,000 to support the increased level of service through the program. The action requested of your Board would authorize the County Executive Officer to execute an agreement with RCD in substantially the same form as the attached agreement, subject to County Counsel and Risk Management concurrence. County and RCD staff will utilize this program to continue to develop strategies for the long-term sustainability of the Chipper Program. Staff will return to your Board in 2022 with a report on the program and a recommendation on whether to continue the program beyond the initial agreement period.

#### **FISCAL IMPACT**

Approval of budget amendment AM-00530 and the cancelation of GF in Lieu of CARES reserves will provide funding in the amount of \$175,000 in the Community and Agency Support FY 2021-22 budget. There will be no net impact to the General Fund.

#### **ATTACHMENTS**

Attachment 1 – Proposed Agreement

**AGREEMENT BETWEEN THE PLACER COUNTY RESOURCE CONSERVATION DISTRICT  
AND  
COUNTY OF PLACER  
for  
Chipper Program / Alternative Sentencing Program**

RCD CONTRACT NO: PSC21-021

COUNTY CONTRACT NO. \_\_\_\_\_

This Agreement is entered into between the Placer County Resource Conservation District, a legal subdivision of the state of California (hereinafter "District" or "RCD") and the County of Placer, a political subdivision of the state of California (hereinafter "County", collectively "Parties").

Whereas, pursuant to California Public Resources Code section 9408, the District may enter into contracts with and may cooperate with the County in furtherance of resource issues of local concern; and

Whereas, pursuant to California Public Resources Code section 9403.5, the District may charge fees for services provided to governmental entities, so long as the fee does not exceed the cost reasonably borne by the District; and

Whereas, pursuant to California Public Resources Code sections 9404 and 9408, the District may execute all necessary contracts; and

Whereas, the parties desire that the County support the Placer County Residential Chipper Program by providing in-kind labor and funding to the District to increase the quantity and promptness of chipping services to residents of Placer County.

Therefore, it is agreed by the Parties to this Agreement as follows:

**1. Services**

In consideration of the payments set forth in this Agreement and in Exhibit B, District shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**2. Payments**

County's total fiscal obligation under this Agreement shall not exceed One Hundred Seventy-Five Thousand Dollars (\$175,000.00).

In consideration of the services provided by District and in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to District based on the manner specified in Exhibit B. The County reserves the right to withhold payment if the County determines the quantity or quality of the work performed is unacceptable. In the event the County makes advance payments to District, District agrees to refund any amounts in excess of the amount owed by District at the time of termination or expiration of this Agreement. District is not entitled to payment for work not performed as required by this Agreement.

### **3. Term**

Subject to the terms and conditions herein, the term of this Agreement shall be from the date of execution up to and including February 28, 2022.

### **4. Exhibits; Merger Clause; Amendments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A:	Scope of Services
Exhibit B:	Payment Terms
Exhibit C:	Responsibilities of County

This Agreement, including the Exhibits and Attachments, constitutes the sole Agreement between the Parties regarding the subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding.

All subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties.

### **5. Termination**

A. Termination for Convenience. Either Party may terminate this Agreement without cause by providing 30 days advance written notice to the other. The Agreement will terminate at the completion of the 30-day period. County will be entitled to receive services through the termination of the agreement, and District shall be entitled to receive payment for services provided through the termination of the Agreement.

B. Termination for Cause. Either Party may terminate this Agreement for cause. To terminate for cause, the terminating party must give the other party written notice of the alleged breach. The responding party has five (5) business days after receipt of notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If the responding party fails to cure the breach within this period, the terminating party may immediately terminate this Agreement without further action.

### **6. Relationship of Parties**

Both Parties acknowledge that this Agreement does not create any employment relationship between their respective staff.

### **7. Mutual Hold Harmless**

County shall defend, save harmless, and indemnify District and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description

brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of County and/or its officers and employees.

District shall defend, save harmless, and indemnify County and its officers, employees, agents, and servants from any and all claims, suits, or actions of every name, kind, and description brought by a third party which arise out of the terms and conditions of this Agreement and which result from the acts or omissions of District and/or its officers and employees.

The duty of each party to defend, hold harmless, and indemnify the other as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

In the event of concurrent negligence (or intentional/reckless acts) of County and/or its officers and employees, on the one hand, and District and/or its officers, employees, agents, and servants, on the other hand, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative fault.

#### **8. Assignability and Subcontracting**

District shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by District under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without advance notice or penalty.

#### **9. Insurance**

The District shall maintain the following minimum insurance coverage limits: One Million Dollars (\$1,000,000) General Liability, One Million Dollars (\$1,000,000) Automobile Liability, One Million Dollars (\$1,000,000) Workers' Compensation.

#### **10. Compliance with Laws; Nondiscrimination**

A. Compliance with Laws. All services to be performed by District pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, rules, regulations, and ordinances, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable); the Americans with Disabilities Act of 1990, as amended; Section 504 of the Rehabilitation Act of 1973.

B. Nondiscrimination. District shall not unlawfully discriminate against employees, applicants, or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

In the event of a conflict between the terms of this Agreement and any applicable law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

## **11. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials prepared by District under this Agreement (collectively, "Contract Materials") shall become the property of County and shall be promptly delivered to County. The District shall retain titles, rights, and interests in any underlying template documents and may make and retain copies of contract materials.

## **12. Records: Right to Monitor and Audit**

District shall maintain, at all times during the Agreement and for a period of three (3) years following, complete detailed records of the work performed under this Agreement. County and state and federal agencies shall have the right to monitor all work performed under this Agreement to assure that all applicable state and federal regulations are met. County and state and federal agencies shall have the right to audit all work, records, and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. County will have the right to review financial and programmatic reports and will notify District of any potential federal and/or state exception(s) discovered during such examination. County will follow up and ensure that the District takes timely and appropriate action on all deficiencies.

## **13. Governing Law; Jurisdiction; Venue**

The Parties enter into this Agreement in the County of Placer, California. The laws of the State of California shall govern its interpretation and effect. The parties agree that Placer County Superior Court is the proper venue for any dispute related to the Agreement.

## **14. Notices**

Any notice, request, demand, or other communication required or authorized under this Agreement shall be deemed to be properly given when:

- A. Delivered personally to the person below, as of the date of delivery; or
- B. Mailed to the physical address listed below by U.S. Mail or similar service, with postage prepaid and properly addressed, as of the date of postmark.

In the case of District, to:

Name, Title: Sarah Jones, Executive Director  
Address: 281 Nevada St., Auburn CA 95603  
Telephone: 530-390-6684  
Email: sarah@placerrcd.org

In the case of County, to:

Name, Title: David Atkinson, Assistant Director of Emergency Services  
Address: 2968 Richardson Drive, Auburn, CA 95603  
Telephone: 530-886-5300  
Email: datkinso@placer.ca.gov

## **15. Licenses, Permits**

District represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for District and/or its employees to practice its/their profession. District represents and warrants to County that District shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for District and/or its employees to practice its/their profession at the time the services are performed.

## **16. Non-Exclusivity**

Nothing herein creates any exclusive arrangement between the Parties. This Agreement does not restrict County from acquiring similar, equal, or like goods or services from other sources.

## **17. Counterparts: Electronic Signature**

This Agreement may be executed in duplicate counterparts. Each counterpart shall be an original and both together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signatures of all parties' designated signatories.

In addition, this Agreement and future documents relating to this Agreement may be digitally signed in accordance with California law. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

///

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

**COUNTY OF PLACER**

\_\_\_\_\_  
Todd Leopold, County Executive Officer

Date: \_\_\_\_\_

**PLACER COUNTY RESOURCE  
CONSERVATION DISTRICT**

\_\_\_\_\_  
Sarah Jones, Executive Director

Date: \_\_\_\_\_

Approved as to Form  
County Counsel

\_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form  
Counsel for Placer County Resource  
Conservation District

\_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBITS:**

- Exhibit A: Scope of Services
- Exhibit B: Payment Terms
- Exhibit C: Responsibilities of County

## **EXHIBIT A SCOPE OF SERVICES**

### **1. SERVICES**

#### **Placer County Resource Conservation District will provide the following:**

- Daily training and supervision four (4) days a week (Monday, Tuesday, Wednesday and Thursday, except for County holidays) of up to four (4) work crews comprised of participants from the Placer County Probation Department's Alternative Sentencing Program.
- Utilization of existing infrastructure and equipment for Chipper Program (website, chippers, trucks, personal protective equipment (PPE) for all workers, and related program equipment, as well as the rental or purchase of any equipment necessary to maintain 4 crews
- Chipper Program management, including but not limited to, scheduling and billing, staffing and supervision of up to four Chipper Crew Supervisors, and one part-time Program Assistant
- Safety training for all chipper crew members
- Maintenance of vehicles and equipment as needed
- Transportation of chipper crews / chippers to and from work sites and provision of drinking water at work sites
- Zone schedule by each Tuesday for following week
- Weekly Reporting:
  - Brief narrative of weekly activities; including
  - Total completed chipper requests and material processed by zip code
  - Total new weekly requests and total pending requests (backlog)
  - Areas of concern, significant "road blocks," additional resource requests
- Monthly Reporting:
  - Summary of customer survey responses
  - Summary of amounts billed/payments received
  - Summary of fee waivers issued

**EXHIBIT B  
PAYMENT TERMS**

**1. ELIGIBLE COSTS NOT TO EXCEED \$175,000**

- Up to 3 Chipper Crew Supervisor wages and benefits
- Program Assistant wages and benefits
- Chipper Program operational costs including but not limited to
  - Fuel, lubricants, PPE, equipment maintenance for chippers and other related equipment
- Rental of a suitable pickup truck when running 4 chipper crews
- 12% Administrative fee

**2. INVOICES**

District will submit a monthly invoice for eligible costs to County as work is completed.

Invoices will contain the following information:

- The date(s) services were performed
- A description of eligible costs
- Sufficient supporting material to support claimed eligible costs

Submit all invoices via email (preferred) to: [accountspayable@placer.ca.gov](mailto:accountspayable@placer.ca.gov)

Or via US Mail to:

Placer County Executive Office  
Attn: Accounts Payable  
175 Fulweiler Avenue  
Auburn, CA 95603

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

Questions regarding invoices should be sent in writing to Kate Espinola, [kate@placerrcd.org](mailto:kate@placerrcd.org).

**EXHIBIT C  
RESPONSIBILITIES OF COUNTY**

**1. SERVICES**

**County will provide the following:**

1. 8 to 16 Program Participants from Placer County Probation Department's Alternative Sentencing Program. Program Participants must be physically able to perform arduous labor for the entire workday.
2. Probation staff with suitable transportation to periodically monitor the performance of Program Participants as well as promptly respond to reports of safety or performance issues by RCD staff.
3. Delivery of portable restroom facilities to work sites, if available.

