



**MEMORANDUM**  
**COUNTY EXECUTIVE OFFICE**  
**ADMINISTRATION & FISCAL SUPPORT DIVISION**  
County of Placer

**TO:** Honorable Board of Supervisors **DATE:** June 28, 2022  
**FROM:** Jane Christenson, Acting County Executive Officer  
**BY:** Melissa O'Neal, Management Analyst I  
**SUBJECT:** Placer County Residential Chipper Program

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**ACTION REQUESTED**

1. Receive a presentation regarding the performance of the Placer County Residential Chipper Pilot Program.
2. Approve and authorize the County Executive Officer, or designee, to sign an agreement with Placer County Resource Conservation District to support the Placer County Residential Chipper Program for two years, from July 1, 2022 through June 30, 2024 for an annual cost of \$350,000 for a two-year total cost of \$700,000 with the option to renew for two additional one-year periods.

**BACKGROUND**

The Placer County Residential Chipper Program (“Chipper Program”), established in 1999, provides a low-cost residential chipping service to help landowners manage their vegetation and meet defensible space requirements. Initially Placer County contracted with the Placer County Resource Conservation District (RCD) to provide chipper services. Through this contract, Placer provided a portion of funding along with equipment, inmate labor, and access to fuel from the county garage and the RCD provided administration of the program as well as four staff. In 2013, the program was completely transferred to the RCD where it has remained since that time.

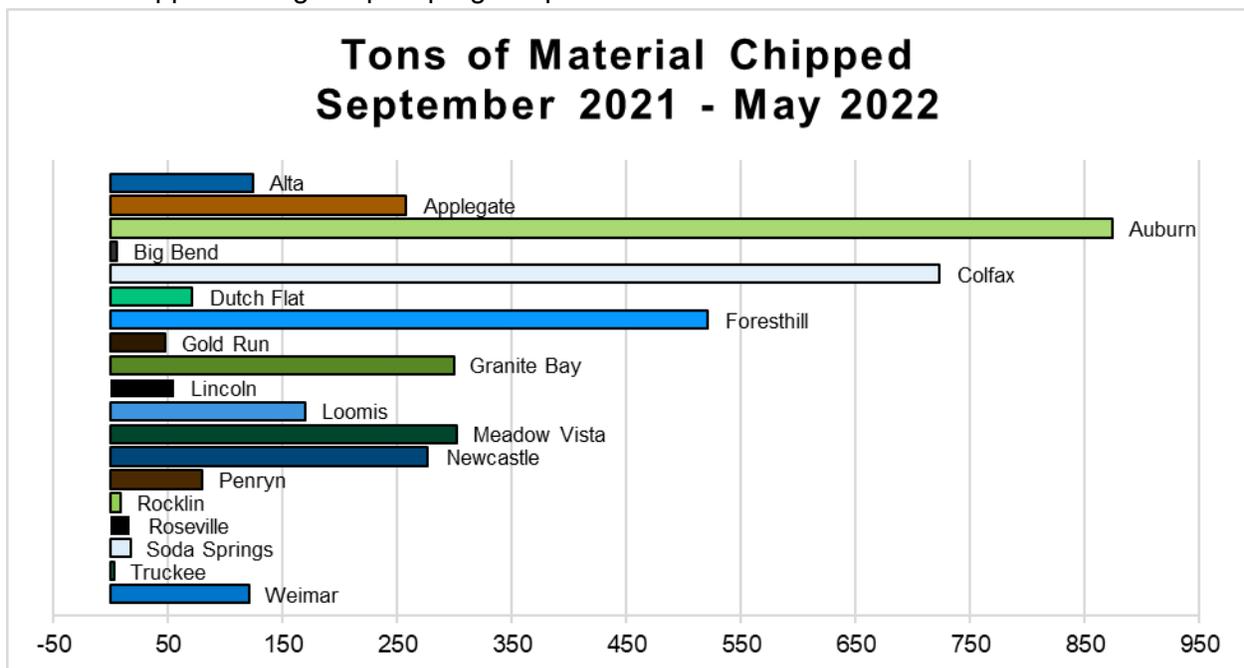
On August 10, 2021, in recognition of the importance of this program to the community and to address a backlog of requests, your Board approved a contract and funding to initiate a pilot program with the RCD to increase the capacity of the Chipper Program through a partnership with Placer County Probation Department utilizing individuals who have been assigned to Probation’s Alternative Sentencing Program under work release.

On February 22, 2022 your Board approved an extension of the pilot program to allow the Chipper Program to continue to operate at its current level of service and to allow county staff to work with the RCD to identify and explore additional funding sources and return to your Board today with recommendations for this partnership, including potential enhancements to the program, moving into the future. Since that time, additional sources of funding have not been located, likely due to this being an existing program and many grant funding opportunities only provide funding for new programs.

The annual cost for the operation of the Chipper Program, including program management, paid crew leads, rent, and fuel is approximately \$750,000. These costs are partially offset by a CAL FIRE grant that provides approximately \$200,000 per year. Additionally, customers of the program are charged \$80 per hour for the service with a waiver provided for eligible low-income or disabled residents. These cost-share funds support equipment and vehicle purchases and repairs as the need arises and will cover the remaining cost of the operation of the program after the requested \$350,000 annual county contribution. Without a contribution from the county, it is likely that resident fees will increase while the scale of the program will reduce. For comparison of what it might cost the county to operate this program with private contractors, in 2019 El Dorado County reporting paying \$239 per hour for chipper services via private 2-person crew. If working full time (2,080 hours per year) this would result in an annual cost of about \$500,000 for just one two-person crew.

The feedback from the community regarding the level of service received through this program has been overwhelmingly positive. The pilot program has not been without challenges, but these have been met and overcome through collaboration between RCD and county partners and through innovative thinking by RCD. Some of the challenges faced include: hiring and retaining staff during and post-pandemic, fluctuating numbers of probation participants, and a heavy influx of requests after the winter storm damage. RCD is now consistently operating four crews with one crew staffed by California Conservation Corps workers and the waitlist is reducing even as large numbers of new requests come in.

The below chart shows the distribution throughout the County of the nearly 4,000 tons of material chipped during the pilot program period.



In addition to providing this vital service to community, the program has provided work

experience and a pathway to employment for Probation participants, with one participant being hired and has now assumed the position of Program and Outreach Specialist. Since the beginning of the collaboration, 136 probation clients have participated in the program and have been involved in 160 Chipper Program workdays. This has led to 1,042 jail bed days being avoided through alternative sentencing, which has also resulted in 8,336 community service hours provided back to the county. Residents have praised the professionalism and hard work these participants have shown.

The Chipper Program is a good use of public funds because:

- It promotes and supports Defensible Space,
- It aids in reduction of hazardous fuels,
- It provides an alternative sentencing option that serves the community,
- It is more affordable than private services, and can therefore serve more residents,
- A larger-scale year-round program can provide quick response during winter storms, and
- FEMA reports mitigation has a 6 to 1 return on investment vs. response & recovery.

#### **FISCAL IMPACT**

The annual cost of this agreement is \$350,000 for a two-year total general fund impact of \$700,000. This will be funded by the General Fund through Community and Agency Support (CC100018) FY2022-23 budget. The costs for FY2023-24 will be included in future budgets.

#### **ATTACHMENTS**

Attachment 1 – Contract

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

RCD CONTRACT NO: \_\_\_\_\_

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 annual fiscal obligation under this Agreement shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000.00).

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 July 1, 2022 through June 30, 2024. This agreement may be extended for two additional one-year periods through June 30, 2026 upon written agreement by both parties.

### **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. Hold Harmless and Indemnification Agreement**

The DISTRICT hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. DISTRICT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the DISTRICT. DISTRICT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against DISTRICT or the COUNTY or to enlarge in any way the DISTRICT'S liability but is intended solely to provide for indemnification of COUNTY from liability for damages or injuries to third persons or property arising from DISTRICT'S performance pursuant to this contract or agreement.

As used above, the term COUNTY means County or its officers, agents, employees, and volunteers.

### **INSURANCE:**

DISTRICT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII showing.

### **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided for employees of DISTRICT as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to DISTRICT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the DISTRICT.

DISTRICT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

GENERAL LIABILITY INSURANCE:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of DISTRICT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Contractual liability insuring the obligations assumed by DISTRICT in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
  - (2) Commercial General Liability (Occurrence); or
  - (3) Commercial General Liability (Claims Made).
- C. If DISTRICT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
  - Two million dollars (\$2,000,000) aggregate
- D. If DISTRICT carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) for Products-Completed Operations
    - Two million dollars (\$2,000,000) General Aggregate
  - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:  
DISTRICT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:
- (1) The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) aggregate for Products Completed Operations
    - Two million dollars (\$2,000,000) General Aggregate
  - (2) The insurance coverage provided by DISTRICT shall contain language providing coverage up to one (1) year following the completion of the contract in

order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the DISTRICT, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The DISTRICT shall be responsible for all deductibles in all of the DISTRICT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

DISTRICT's Obligations - DISTRICT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - DISTRICT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the DISTRICT's obligation to provide them. The County

reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the DISTRICT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

## **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. 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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: Melissa O'Neal, Management Analyst  
Address: 175 Fulweiler Avenue, Auburn CA 95603  
Telephone: 530-889-4035  
Email: moneal@placer.ca.gov

## **14. 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.

## **15. 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.



**EXHIBIT A  
SCOPE OF SERVICES**

**1. SERVICES**

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

- Daily training and supervision up to five (5) days a week (Monday through Friday except for County holidays, Red Flag days, days with inclement weather conditions, etc.) of up to four (4) work crews comprised of participants from the Placer County Probation Department's Alternative Sentencing Program
- Upon request from COUNTY, provide chipping services at community/ neighborhood chipping events a minimum of (4) times per year
- 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
- Safety training for all chipper crew members
- Maintenance and/or replacement 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
- Monthly Reporting:
  - Brief narrative of monthly activities; including
  - Total completed chipper requests and material processed by zip code
  - Total new requests and total pending requests (backlog)
  - Areas of concern, significant "road blocks," additional resource requests
  - Summary of customer survey responses
  - Summary of amounts billed/payments received
  - Summary of fee waivers issued

**EXHIBIT B  
PAYMENT TERMS**

**1. ELIGIBLE ANNUAL COSTS NOT TO EXCEED \$350,000**

Costs allowable under this program must be directly related to the operation of the program, including wages and benefits of chipper program staff, rent, fuel and equipment maintenance. DISTRICT may also charge up to a 12% administrative fee for administration of the program.

DISTRICT will fund any necessary truck or chipper replacements out of the cost-share funds collected through fees collected for residential chipper service.

**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 from COUNTY to DISTRICT 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. Up to 16 Program Participants from Placer County Probation Department's Alternative Sentencing Program as available. 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.