

**REQUEST FOR PROPOSALS FOR ASSESSMENT,  
CLEANUP, VEGETATION MANAGEMENT, AND  
CONSULTING SERVICES**



**DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY  
DEL NORTE COUNTY, CALIFORNIA**

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**1700 STATE STREET  
CRESCENT CITY, CA 95531**

**PROPOSALS DUE: JUNE 12, 2019**

**REQUEST FOR PROPOSALS FOR  
ASSESSMENT, CLEANUP, VEGETATION MANAGEMENT  
AND CONSULTING SERVICES**

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# REQUEST FOR PROPOSALS FOR ASSESSMENT, CLEANUP, VEGETATION MANAGEMENT AND CONSULTING SERVICES

## I. PROJECT OVERVIEW

The Del Norte Solid Waste Management Authority (hereinafter referred to as the “Authority”) requests proposals to provide cleanup services including labor and equipment in support of a funded partnership with the National Forest Service to conduct forest and river cleanups in the Six Rivers National Forest. The Authority also regularly engages in cleanups on properties managed by the Authority, including the Crescent City Landfill, Del Norte County Transfer Station, Klamath Transfer Station and the Gasquet Transfer Station. Following cleanup of a site the Authority often aspires to impede or prevent vehicular access so further dumping is less likely, and is seeking a consultant capable of making site-specific recommendations for cost-effective site security. The Authority is also in the process of drafting an Ordinance for enhanced penalties for illegal dumping or vandalism on properties or facilities under Authority management. The Authority also has need for seasonal vegetation control at the landfill property, and would appreciate having a contractor with capacity to complete projects involving cutting and removal of vegetation on Authority properties or cleanup sites.

As much of the needed expertise for these tasks overlap, the Authority is requesting proposals from one or more Contractors capable of completing these different tasks on demand. Proposals may include suggestions to modify the scope and/or structuring of tasks. Proposers who suggest such modifications are encouraged to also include explanations about how a modified scope might more effectively or efficiently complete project tasks.

Proposals must be received at the Del Norte Solid Waste Management Authority office at 1700 State Street, Crescent City, CA 95531, Attention: Director, by 4:30 P.M. on 12 June 2019.

***In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

## **II. PROPOSAL PROCESS**

### **A. Contact Persons**

All requests for information regarding this RFP should be directed to:

Tedd Ward, Director  
Kyra Seymour, Facilities & Programs Coordinator  
Del Norte Solid Waste Management Authority  
1700 State Street  
Crescent City, CA 95531  
Telephone: (707) 465-1100  
Fax: (707) 465-1300  
e-mail: [tedd@recycledelnorte.ca.gov](mailto:tedd@recycledelnorte.ca.gov)  
e-mail: [kyra@recycledelnorte.ca.gov](mailto:kyra@recycledelnorte.ca.gov)  
website: [www.recycledelnorte.ca.gov](http://www.recycledelnorte.ca.gov)

The RFP is considered to include all items listed in the Table of Contents, the text of the RFP, the Exhibits, and any addenda sent by the Authority.

Each Proposer is advised to check that all parts of the RFP package have been received. Proposers shall be responsible for educating and informing themselves with respect to all conditions that might in any way affect the cost or the performance of the work. Each Proposer is responsible for obtaining any and all information necessary to make their proposal. The Authority does not assume any liability for actions taken pursuant to data contained in this RFP. Checking the accuracy and completeness of the information is the responsibility of the Proposer. Failure to do so shall be at the sole risk of the Proposer and no relief shall be given for errors or omissions by the Proposer. The cost for preparing the RFP is sole responsibility of the Proposer and under no circumstances shall the Authority be liable therefor.

### **B. Distribution List for RFP**

The initial RFP mailing list is attached as Exhibit A.

### **C. Questions Regarding this Request for Proposals**

All questions shall be directed to the Authority's contact persons identified in section II.A. of this RFP.

### **D. Proposal Rules**

The following rules shall apply:

1. All proposals shall be submitted in writing and be in accordance with the requirements of

this Request for Proposals.

2. Four **copies** of the proposal shall be mailed or delivered in a sealed package, to the above noted address. **The package must be received at the Authority's offices by 4:30 p.m. on Wednesday, 12 June 2019.** The package must be clearly labeled on the outside and inside with the name of the firm submitting the proposal and the address in section II.A (with the words: "Assessment, Cleanup, Vegetation Control & Consulting Services Proposal" on the package). One of the copies of the proposal shall be unbound and single sided to ease further copying, and this copy shall be labeled 'Original.' This 'Original' copy shall govern in the event of any inconsistency among copies of the proposal.
3. Each proposal shall be typed or printed on 8 1/2" by 11" paper, double-sided, (except as noted above) or if larger paper is required, it must be folded to 8 1/2" by 11". Paper should be at least 30% post-consumer recycled content. Each page shall be fully legible and numbered (preferably sequentially numbered rather than new numbers for each section).
4. Each proposal shall include all information required by the RFP and any addenda. Addenda may be issued prior to the opening of proposals for the purpose of modifying or clarifying the RFP. All addenda shall be binding in the same way as if originally written in this RFP. Any interpretation, affecting all Proposers, made prior to the bid due date will be issued in the form of an addendum. The Authority will not be bound by, or responsible for, any other explanations or interpretations of the RFP package other than those given in writing as set forth in this paragraph. Oral instructions, interpretations, or representations will not be binding upon Authority or Authority's representative. If the Authority issues addenda to this RFP, each Proposal will include a signed Receipt of Addenda form, which will be issued with the addenda.
5. Proposals may not be changed or modified after the time and date specified for submittal. Partial or incomplete proposals may be unacceptable. Any misrepresentation or falsehood contained within a proposal will be grounds for disqualification. All requests to change, modify, or withdraw prior to the proposal due date must be in writing and bear the same name appearing on the proposal.
6. Proposals received after the required submittal date and time will be rejected and returned unopened. The Authority shall not be liable or responsible for any late delivery of proposals. Unless specifically requested by the Authority for clarification, the Authority will not accept any clarifications, revisions or addenda to submitted proposals after the submission deadline. No telegraph, facsimile or telephone proposals or addenda to proposals shall be acceptable. Proposals must be submitted in person or by mail to the Authority office.
7. Proposals must be in U.S. dollars inclusive of all costs such as, including but not limited to: insurance, equipment, supervision, site investigation, mobilization/demobilization, profit, overhead, and taxes. All other direct and indirect costs associated with the work shall also be included in proposal.

8. Prior to contract award for work described herein, the Authority will conduct investigations as necessary to determine the performance record and ability of each Proposer to perform the work included herein at the least cost. Upon request, the Proposer shall submit additional information deemed necessary by the Authority to evaluate the Proposer's qualifications.
9. Proposers must be registered with the California Department of Industrial Relations as a public works contractor, unless the Proposer proposes to limit maintenance work to \$15,000 and all construction, alteration, installation, demolition or repair work to \$25,000.
10. Proposers must not be listed on the federal debarment list.

#### ***E. Confidential Information***

Any material that Proposer contends is exempt from disclosure to the public under the California Public Records Act or Freedom of Information Act shall be clearly marked on each page as "confidential." Providing those materials marked "confidential" are legally exempt from disclosure, to the extent allowed by law, the Authority will not disclose the marked information other than to Authority officers, attorneys, employees and consultants.

#### ***F. Evaluation Process***

Each proposal shall be evaluated by the Authority, for completeness and for compliance with the requirements of this RFP. All determinations with regard to the evaluation of proposals will be at the sole discretion of the Authority.

The objective of the Authority is to determine the most cost-effective option for safe and prompt removal of debris, tires, appliances, vehicles, and other waste materials from Del Norte County properties and watercourses managed by the US Forest Service, and adjacent properties for the tasks described in each section of the scope of services. Toward this end, the Authority shall consider all relevant factors, including, but not limited to:

- Billing Rates
- Qualifications & experience
- Technical competence for the variety of services sought
- Availability and reliability
- References from existing or prior clients

Exhibit C indicates the relative importance of each element of a responsive proposal and indicates how the Authority plans to consider the above factors in evaluating proposals.

In addition to the evaluation of the specific elements of the proposal, the Authority retains the right to evaluate all potential costs, services, and related factors which may affect the ratepayers for the term of the contract or potential liabilities that could extend beyond the term of the contract. **The Authority reserves the right to select a Proposal other than the lowest cost Proposal.**

The final selection will be made by the Authority Board at a scheduled and noticed public meeting, anticipated to be on 21 June 2019.

### **III. PROJECT BACKGROUND**

The following background information is provided for the convenience of potential Proposers. Each Proposer is responsible for obtaining any and all information it deems necessary to make its proposal. The Authority assumes no liability for actions taken pursuant to data contained herein. Checking the accuracy and completeness of the information is the responsibility of the Proposer.

#### ***A. General Background***

The Del Norte Solid Waste Management Authority is a joint powers authority of the County of Del Norte and the City of Crescent City for the purposes of administering and managing all solid waste, recycling, composting, and household hazardous waste facilities, services, and programs throughout Del Norte County, California.

The Authority has an agreement with the USDA/USFS -- Six Rivers National Forest to create local capacity through hiring and training a dumpsite abatement team, community partners and volunteers to identify and cleanup illegal dumpsites and abandoned vehicles from U.S. Forest Service properties.

The Goals and Objectives for this US Forest Service partnership project are:

- (a) Assess and prioritize cleanup project sites on Del Norte County lands of the U.S. Forest Service;
- (b) Enhance regional capacity to assess and cleanup illegal dumpsites;
- (c) Improve site security at the Gasquet Transfer Station to reduce associated litter;
- (d) Remove abandoned and improperly disposed vehicles and debris from Six Rivers National Forest lands and watercourses;
- (e) Support river and forest cleanups initiated by non-profit groups;
- (f) Restore cleanup sites to natural conditions, while impeding further dumping to the extent practical; and
- (g) Document and forward evidence of illegal dumping to law enforcement for citation and prosecution.

The Authority seeks to establish an agreement with a qualified firm to provide the following services:

- (1) Management of this USFS partnership to remove and dispose of debris on Six Rivers National Forest lands and watercourses.

- (2) Provide similar abatement/cleanup services on properties not controlled by the U.S. Forest Service but rather controlled by the Authority.
- (3) Provide seasonal vegetation control at the landfill property and/or cutting and removal of vegetation on Authority properties or cleanup sites.
- (4) Provide site and location-specific recommendations for cost-effective improvements to site security, evaluating potential costs to deploy k-rails, rock barriers, excavated topographical barriers, security cameras, signage, fences and gates. (Optional).
- (5) Assist Authority staff in gathering and reviewing ordinances from other communities and assist in structuring and drafting an Authority ordinance for enhanced penalties for illegal trespassing, dumping, camping, or vandalism on properties or facilities under Authority management.

Though the Authority will use the hourly rates in the Price Proposal to compare and evaluate proposals, the hours needed to complete any task may vary considerably. The Authority makes no representation regarding the number of hours needed to complete any tasks or the amount the selected Contractor will ultimately be paid for any task.

The term of this engagement will be two (2) years. All work performed by Contractor and its employees pursuant to this Agreement must be performed promptly and diligently and, in a manner, consistent with the standards of care, diligence and skill exercised by recognized firms for similar services, and in accordance with all regulatory and good management standards, and in a good, safe and workmanlike manner. Contractor will be responsible to ensure that all work performed by its employees or any contractors is performed to the standards set forth in this Request for Proposals and that such work complies with requirements of appropriate governmental agencies and applicable law.

#### **IV. SCOPE OF SERVICES**

All services required under this Agreement will be performed by Contractor personnel, and all personnel must possess the qualifications, permits and licenses required by State and local law to perform such services. Contractor's primary representative is expected to be familiar with all current applicable laws and regulations. Any staff expenses to become familiar with laws and regulations will not be billable to any task under this Agreement.

Generally, Contractor's work under this Agreement will include:

- Meeting with Authority staff to identify, describe and prioritize USFS partnership-related activities and future Work Order Requests
- Management of all documentation, invoicing, and progress reports related to the Authority's USFS partnership.
- Coordination with Authority staff to complete vegetation control and maintenance as described in a Work Order Request.
- Assess equipment and staff needs and submit cost estimates for use in a Proposed Work Order.

- Respond to modifications or suggestions (if any) from Authority staff on each Proposed Work Order.
- Once signed by the Authority Director, Contractor will mobilize and complete all tasks for each approved Work Order.
- Coordinate as needed with Authority staff and others regarding additional resources and activities associated with each Work Order.
- Document and invoice for all Work Completed.

Each of these responsibilities is described in more detail in the following sections.

#### **A. Meeting with Authority Staff to Identify, Describe and Prioritize Work**

At the start of the contract and periodically as-needed thereafter, Contractor's primary representative will meet with the Authority Director to discuss which sites have been proposed for cleanup, the nature of the work, deadlines and related considerations and the relative priorities for all outstanding tasks or future Work Orders under this Agreement.

At such meetings, the Contractor's primary representative may be asked to conduct further investigations on one of more of these sites, such as photography, making sketches of the limits and estimated quantity of debris, identifying safety concerns, or identifying vegetation that may need to be removed.

On occasion when the Authority has cleanup projects that are outside the areas covered by the USFS partnership, the Authority Director will meet with the Contractor's primary representative who will be asked to conduct Initial Site Assessments as described in the following section.

#### **B. Management associated with the Authority's USFS Partnership**

The selected Contractor will act as the Authority's agent to complete the activities described and approved under this partnership, including drafting progress reports for signature and submittal by Authority staff. The USFS Partnership Agreement is attached as Exhibit D.

#### **C. Work Orders**

All Contractor services except the initial meeting and those related to the USFS partnership will be administered through Work Orders. Authority staff will prepare a Work Order Request and transmit it to Contractor. Contractor will then assess the equipment and staffing needs and submit a Proposed Work Order including a cost estimate to complete the Proposed Work Order to Authority staff. Authority staff will

then either sign and approve the Work Order or suggest modifications or suggestions additional changes. Until any Work Order is approved, Contractor will be paid at the hourly rate for the Contractor's primary contact to complete estimates and conduct necessary site investigations.

After a Work Order is signed and approved, Contractor's main contact will notify Authority staff under any of the following circumstances:

- (a) If any new significant risk, danger or previously unknown site condition is discovered, especially if such may impact projected costs or completion date;
- (b) When approximately 60% of the estimated costs for a Work Order have been spent or committed;
- (c) If any of Contractor's crew are injured requiring medical attention in association with these tasks; or
- (d) If completion of that Work Order is projected to extend beyond the anticipated completion date.

Five percent (5%) of the approved amount for each Work Order will be withheld until Authority staff have been able to inspect and confirm completion of the work specified.

When the Contractor determines that it has completed the Work required herein, Contractor shall so notify Authority in writing and shall furnish all labor and material releases required by the Contract. Authority staff shall thereupon inspect the Work. If the Work is not acceptable to the Authority, the Authority shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the Authority. Once the Work is acceptable to Authority, Authority shall pay to Contractor the Total Work Order Price remaining to be paid, less any amount which Authority may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

#### **i. Work Orders for Vegetation Control**

Periodically, the Authority is responsible for controlling vegetative growth at the Crescent City Landfill and other Authority-managed facilities. The nature and extent of work and performance expectations will be described in a Work Order Request. Vegetation control services can include use of mowers, weed whips, pole saws, hand clippers, and rakes. Vegetation control at the landfill generally is focused on the 22 acres of the landfill mound, and includes mowing of the top deck, trimming back trees encroaching on the perimeter access road, weed whipping around gas vents and over drainage berms, and clearing surface drainage structures.

In past years, Authority staff have contracted for mowing of the top deck using a combine and have worked with the Alder Camp crews to do the saw and weed whip work using a combination of equipment borrowed from the Del Norte Fire Safe Council and rented equipment. Extended fire seasons have reduced the reliability of the Alder Camp crews during summer. Thus, the selected Contractor will likely have a Work Order request this year to complete some or all of these tasks.

**ii. Work Orders for Cleanups not covered under the USFS partnership**

The Authority anticipates Work Order Requests for Contractor to provide additional cleanup and other services that will not be covered by the USFS partnership. Work Order Requests for cleanup services will specify, to the extent possible, the information for the Initial Site Assessment. The Proposed Work Order will include any Initial Site Assessment information omitted from the Work Order Request. The Initial Site Assessment will include the following information for each cleanup location:

- (1) Site identification (by name, APN number, GPS coordinates, or proximity to nearest road)
- (2) General location and estimate of area needing cleanup in square feet.
- (3) Estimate of cubic yards of material to be cleaned up.
- (4) Identification of any hazardous materials or other potential safety hazards.
- (5) Number and description of vehicles requiring removal. Vehicle removal may be accomplished by a separate contractor.
- (6) Estimated number of tires, appliances, mattresses, and furniture to be removed.
- (7) Identification of any vegetation that would need to be removed to complete the cleanup.
- (8) Indication if materials would be most effectively disposed if hauled by Contractor or by placement of a Recology Del Norte temporary bin.
- (9) Identification of any special equipment needs (winches, ropes, pullies, rappelling equipment, cutting torches, chainsaws, weed whips, etc.)
- (10) Identification of any additional site-specific needs for personal protective equipment, safety equipment, fire prevention, or traffic control.
- (11) Estimate of labor hours and total labor costs.
- (12) Estimated number of work days to required complete cleanup activities.
- (13) Projected completion date.

**iii. Work Orders for Consulting Services**

The Authority also welcomes proposals from Contractors qualified and capable to provide consultation on the development and implementation of additional legal and physical impediments and barriers for Authority-managed properties. Consulting services related to ordinance development could include gathering model ordinances

from other communities, assessing the potential effectiveness or appropriateness of such enforcement tools, or producing drafts of ordinances as requested by Authority staff.

The Authority may also have Work Order Requests for the selected Contractor related to consulting advice regarding assessment and possible cost evaluation of options to discourage, impede or prevent vehicular access to Authority-managed properties. Options to be considered could include signage, fencing, topographical barriers, rock barriers, k-rails, and gates. The Authority will not request the selected Contractor to lead any engineering, permitting, or design tasks.

## V. GENERAL REQUIREMENTS

Contractor will be responsible to provide any necessary training to its employees, volunteers, and program participants to ensure that such personnel are capable of performing the tasks to be completed.

The selected Proposer must enter into a contract with the Authority to complete the Scope of Services. If the selected Proposer fails to execute a contract with the Authority within 14 days of its presentation, then the Authority may begin negotiations for a contract with another Proposer.

## VI. INSURANCE

Prior to the beginning of and throughout the duration of the Work, Contractor must obtain and maintain insurance in conformance with the requirements set forth below. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this Agreement and which are applicable to a given loss, will be available to the Authority. Contractor shall provide the following types and amounts of insurance:

- A. Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.
- B. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor’s employees will use

personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

C. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease. The certification by Contractor of agreement and compliance with the provisions of Section 3700 et seq. of the Labor Code is attached as Exhibit "A."

D. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to Authority for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of Authority following receipt of proof of insurance as required herein. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Best rating of A or better and a minimum financial size VII.

E. General conditions pertaining to provision of insurance coverage by Contractor. Contractor and Authority agree to the following with respect to insurance provided by Contractor:

- (1) *Additional Insureds:* Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds Authority, its officials, employees and agents, using standard ISO endorsement No. CG 20 10 11/85. Contractor also agrees to require all contractors, and subcontractors to do so likewise.
- (2) *Waiver of Subrogation:* No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor agrees to waive subrogation rights against Authority regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- (3) *Notice of Cancellation:* Certificate(s) are to reflect that the insurer will provide 30 days' notice to Authority of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate. In the event such insurance is canceled

and no replacement coverage is provided, Authority has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by Authority shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at Authority option.

- (4) *Subcontractors*: All subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, must provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to Authority for review.

## VII. PREVAILING WAGES

**Contractor is hereby notified that California Prevailing Wage Rates and Federal Davis-Bacon Wage Rates apply to the work to be performed. For USFS-funded projects, the Contractor shall comply with the higher or more stringent of the two labor rates and conditions of employment. For all non-USFS-funded projects, California Prevailing Wage laws apply.**

- Federal Davis-Bacon Wage Laws: Davis-Bacon generally applies to contracts in excess of \$2,000 which utilize federal funds. The U.S. Dept. of Labor sets Davis-Bacon wages and maintains them over time. These wage determinations are published online at: <https://beta.sam.gov/search?index=wd>. The Davis-Bacon Act states that prevailing wages must be paid to “all mechanics and laborers employed on the site of the work.” According to the Code of Federal Regulations, a laborer or mechanic “includes at least those workers whose duties are manual or physical in nature . . . as distinguished from mental or managerial” (29 CFR 5.2).
- California Prevailing Wage Laws: Contractor will be bound by the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor must fully comply with such Prevailing Wage Laws. Contractor with may obtain the prevailing rates in effect at the commencement of the Agreement at the DIR website: <https://www.dir.ca.gov/OPRL/2019-1/PWD/index.htm>.

## VIII. PROPOSAL REQUIREMENTS

The Authority invites proposals from companies qualified to provide the requested services described in the preceding sections. The contents and pricing structure of the selected Proposal, this Request for Proposals, and opinions from relevant legal counsels will form the initial basis for negotiating an Agreement for the selected Contractor. The contents of each proposal should address each of the topics from the headings within this Section of the RFP.

### A. *Project Schedule*

Proposer shall comment on the following schedule and identify any reasons for proposing any adjustments.

RFP Issued	24 May 2019
Proposals Due	12 June 2019
Anticipated Selection	18 June 2019
Agreement Signed on or before	02 July 2019
Anticipated First Coordination Meeting	05 July 2019
Cleanups (As scheduled)	July 2019-March 2021

### B. *Qualifications*

#### 1. **Experience**

Proposals will demonstrate the capacity for the Proposer to complete the Scope of Services. Minimally, this will include demonstrating the Proposer's work experience providing similar or related services.

Proposers should particularly highlight experiences related to providing labor and cleanup services in similar situations, and provide copies of any relevant contractor's licenses and certifications demonstrating their ability to complete the work described. Only a licensed contractor shall be hired for all work associated with this project for which a license is required by local, state, or federal statute, ordinance, or regulation.

## **2. Organization Chart, Resumes of Key Officers & Project Team Leaders**

Proposals will include summary resumes of key staff of the Proposer, describe their role in the proposed project and provide an organizational chart for this project. Provide a complete resume of the project manager and other key members of the Proposer's team. As the Authority considers the qualifications of the project manager to be of critical concern, the Authority reserves the right to terminate the contract if project manager or staff changes for this project if such changes are not satisfactory to the Authority.

## **3. References**

Proposals will also include at least three references, including one or more similar or related projects. References will include a brief description of the work completed by the Proposer, the start and end-dates of those projects, worksite address, and names and phone numbers of persons, agencies, or businesses who can comment on the referenced work activities and deliverables.

### ***C. Approach***

Proposals shall describe any unique, creative, or more effective aspects of the Proposer's background experience or approach to completing each of the tasks in the Scope of Services. Any suggested modification or exceptions to the Scope of Services must be stated clearly within the proposal. Proposals may also include optional tasks or additional optional related services to improve or reduce the cost of cleanups, however proposers are advised to include all tasks described in Section IV. The Authority reserves the right, at its discretion, to include or exclude such optional services from the negotiated Agreement for the services described within this RFP.

### ***D. Price Proposal***

Proposers must provide a Billing Rate Sheet describing the hourly rates for all project personnel and services, which will be the basis for invoices submitted for the duration of this project. Proposers should also closely examine Exhibit B to see how labor rates will be considered during the evaluation of all proposals. Under approved Work Orders, Contractor will have one employee billing at Management Rate, and the other labor rate will entered in the Price Proposal form will be an average hourly wage per laborer, so the hourly rate for a four person work crew is four times the average hourly wage per laborer. Labor rates are to include all expenses as outlined in the Scope of Services. Payments for supplies or equipment will be based on receipts provided with each invoice from Contractor.

Additional resources for equipment necessary to perform the selected cleanups will be considered under the partnership allocations for equipment rental.

## **IX. EXHIBITS AND FORMS**

All documents of this RFP, including Exhibits, are included with this RFP.

- Exhibit A: Initial Mailing List for this RFP
- Exhibit B: Price Proposal Form
- Exhibit C: Proposal Evaluation Form
- Exhibit D: Participating Agreement with the US Forest Service
- Exhibit E: Staff Report re. Authority Property Ordinance Development
- Exhibit F: Description of vegetative maintenance at the Crescent City Landfill

## **EXHIBIT A: Initial RFP Distribution List**

California Conservation Corp.  
1500 Patrick J Murphy Mem Dr.  
Klamath, CA 95548  
707-482-2941

DDR Cleaning and Hauling  
PO Box 489  
Crescent City, CA 95531  
707-954-0504

GH Outreach  
700 E. Washington Blvd  
Crescent City, CA. 95531  
Attn: Jeffrey Walters  
707-464-5089

Hambro/WSG  
P.O. Box 159  
Crescent City, CA. 95531  
Attn: Joel Wallen  
707-465-4656

Smith River Alliance  
P.O. Box 2129  
Crescent City, CA. 95531  
Attn: Grant Werschull  
916-715-9898

# Exhibit B: Price Proposal Form

Task	Description	Hourly Rate
A	Meeting to Identify, Describe & Prioritize	per hour
B.	Management of USFS Partnership	per hour
		per person-hour labor
C.	Work Orders	per hour management
		per person-hour labor
		per person-hour labor
ii.	for Cleanups outside USFS Partnership	per hour management
		per person-hour labor
		per person-hour labor
iii.	for Consulting Services	per hour management

## Price Proposal Evaluation Sample

Task	Description	Hourly Rate	Evaluation Hours	Rate x Hours
A	Meeting to Identify, Describe & Prioritize	\$ 30.00 per hour	40	\$ 1,200
B.	Management of USFS Partnership	\$ 45.00 per hour	40	\$ 1,800
		\$ 15.00 per person-hour labor	120	\$ 1,800
C.	Work Orders	\$ 30.00 per hour management	20	\$ 600
		\$ 15.00 per person-hour labor	120	\$ 1,800
		\$ 30.00 per hour management	35	\$ 1,050
ii.	for Cleanups outside USFS Partnership	\$ 15.00 per person-hour labor	150	\$ 2,250
		\$ 45.00 per hour management	60	\$ 2,700
LABOR PRICE EVALUATION				\$ 13,200

## Exhibit C: Proposal Evaluation Example

	Proposal 1		Proposal 2		Proposal 3	
	Raw score	Weighted	Raw score	Weighted	Raw score	Weighted
Qualifications / Experience	7	1.4	6	1.2	9	1.8
Proposal	10	2	7	1.4	10	2
Price Proposal *	\$ 13,200	4.11	\$ 11,500	4.72	\$ 16,000	3.39
References	10	2	8	1.6	10	2
<b>Evaluation</b>		<b>9.51</b>		<b>8.92</b>		<b>9.19</b>

Recommended Proposal

\* Price Proposal Evaluation = (Average of all price proposals/price proposal) \* 10 \* Eval %



FS Agreement No. 16-PA-11051000-055

Cooperator Agreement No. \_\_\_\_\_

**PARTICIPATING AGREEMENT**  
**Between The**  
**DEL NORTE SOLID WASTE MANAGEMENT AUTHORITY**  
**And The**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**FOREST SERVICE**  
**SIX RIVERS NATIONAL FOREST**

This PARTICIPATING AGREEMENT is hereby entered into by and between the Del Norte Waste Management Authority, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Six Rivers National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Secure Rural Schools and Community Self-Determination Act of 2000, Public Law 106-393, 16 U.S.C. 500, as reauthorized and amended.

Title: Forest and River Cleanup Partnership

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to create local capacity through hiring and training an illegal dumpsite abatement team, community partners and volunteers to identify and cleanup illegal dumpsites and abandoned vehicles from U.S. Forest Service properties in accordance with the following provisions and the hereby incorporated RAC Proposal (Attachment A) and Financial Plan (Attachment B).

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The purpose of the Del Norte Waste Management Authority is to administer and manage all solid waste, recycling, composting, and household hazardous waste facilities, services, and programs throughout Del Norte County, California.

The mission of the Forest Service is to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations.

Identification and cleanup of illegal dumpsites on National Forest lands within Del Norte County meets the purpose and mission of both parties. Illegal dumpsites jeopardize the health of terrestrial and aquatic ecosystems in addition to degrading the public's visual experience and enjoyment of Smith River National Recreation Area.

In consideration of the above premises, the parties agree as follows:

**III. COOPERATOR SHALL:**

- A. **LEGAL AUTHORITY.** Cooperator shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Assess and prioritize cleanup project sites on Del Norte County lands of the U.S. Forest Service.
- C. Enhance regional capacity to assess and cleanup illegal dumpsites.
- D. Improve site security at the Gasquet Transfer Station to reduce associated litter.
- E. Remove abandoned and improperly disposed vehicles and debris from Six River National Forest lands and watercourses. Document removal with before and after photos. Provide an estimate of tonnage or yards of vehicles and debris removed.
- F. Support river and forest cleanups initiated by non-profit groups.
- G. Restore cleanup sites to natural conditions, while impeding further dumping to the extent practical.
- H. Document and forward evidence of illegal dumping to law enforcement for citation and prosecution.
- I. Perform tasks as outlined and detailed in the Resource Advisory Committee approved proposal (Attachment A).

**IV. THE U.S. FOREST SERVICE SHALL:**

- A. **PAYMENT/REIMBURSEMENT.** The U.S. Forest Service shall reimburse Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$32,295, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of Cooperator's monthly invoice. Each invoice from Cooperator shall display the total project costs for the billing period, separated by U.S. Forest Service and Cooperator's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display Cooperator's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:



1. Cooperator's name, address, and telephone number
2. U.S. Forest Service agreement number
3. Invoice date
4. Performance dates of the work completed (start & end)
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and Cooperator share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement"
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable

The invoice must be forwarded to:

EMAIL: [asc\\_ga@fs.fed.us](mailto:asc_ga@fs.fed.us)

FAX: 877-687-4894

POSTAL: USDA Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109

- B. Assist in the identification of illegal dumpsites on the Gasquet Ranger District that will be included in the cleanup activities.
- C. Assess the list of cleanup sites provided by the Cooperator to ensure they are appropriate under this agreement.
- D. Perform cultural and environmental assessments as deemed appropriate by the District Ranger.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



**Principal Cooperator Contacts:**

<b>Cooperator Project Contact</b>	<b>Cooperator Financial Contact</b>
Tedd Ward 1700 State Street Crescent City, CA 95531 Telephone: 707-465-1100 or 954-0953 FAX: 707-465-1300 Email: <a href="mailto:tedd@recycleelnorte.ca.gov">tedd@recycleelnorte.ca.gov</a>	Lisa Babcock 1700 State Street Crescent City, CA 95531 Telephone: 707-465-1100 FAX: 707-465-1300 Email: <a href="mailto:lisa@recycleelnorte.ca.gov">lisa@recycleelnorte.ca.gov</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Lynn Wright 1330 Bayshore way Eureka, CA 95501 Telephone: 707-441-3562 FAX: 707-445-8677 Email: <a href="mailto:hwright02@fs.fed.us">hwright02@fs.fed.us</a>	Janet Boomgarden 1330 Bayshore way Eureka, CA 95501 Telephone: 707-441-3556 FAX: 707-445-8677 Email: <a href="mailto:jboomgarden@fs.fed.us">jboomgarden@fs.fed.us</a>

B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Cooperator, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

D. **ENDORSEMENT.** Any of Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities.



- E. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperator to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service to the Office of Communications Assistant Director, Visual Information and Publishing Services, prior to use of the insignia. The U.S. Forest Service will notify the Cooperator when permission is granted.
- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT. Cooperator agree(s) that any of Cooperator's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Cooperator hereby willingly agree(s) to assume these responsibilities.

Further, Cooperator shall provide any necessary training to Cooperator's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- G. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to



USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider, employer, and lender.

- I. **ELIGIBLE WORKERS.** Cooperator shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- J. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- K. **STANDARDS FOR FINANCIAL MANAGEMENT.**

**1. Financial Reporting**

Cooperator shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

**2. Accounting Records**

Cooperator shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

**3. Internal Control**

Cooperator shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. Cooperator shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.



#### 4. Source Documentation

Cooperator shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

- L. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of \$32,295 are currently available for performance of this agreement through August 31, 2021. The U.S. Forest Service's obligation for performance of this agreement beyond this date is contingent upon the availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment may arise for performance under this agreement beyond this amount until Cooperator receive(s) notice of availability to be confirmed in a written modification by the U.S. Forest Service.
- M. OVERPAYMENT. Any funds paid to Cooperator in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by Cooperator to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to Cooperator.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- N. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination Cooperator shall close out the agreement.

Any unobligated balance of cash advanced to Cooperator must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.



Within a maximum of 90 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Cooperator.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

O. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

Cooperator shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with Cooperator's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Cooperator shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Cooperator shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.



- Q. **FREEDOM OF INFORMATION ACT (FOIA)**. Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

- R. **TEXT MESSAGING WHILE DRIVING**. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- S. **PUBLIC NOTICES**. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperator is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments.

It is the responsibility of the Six Rivers National Forest, specifically the Public Affairs Officer, to communicate these messages to the public, elected officials, or to any member of the media. The Public Affairs Officer will work cooperatively with the Cooperator to develop an appropriate communication strategy for any public notices or communications associated with the operations covered by this agreement.

- T. **FUNDING EQUIPMENT**. Federal funding under this agreement is not available for reimbursement of Cooperator's purchase of Equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- U. **CONTRACT REQUIREMENTS**. Any contract under this agreement must be awarded following the Cooperator's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). Cooperator shall maintain cost and price analysis documentation for potential U.S. Forest Service review. Cooperator is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- V. **GOVERNMENT-FURNISHED PROPERTY**. Cooperator may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. Cooperator shall not modify, cannibalize, or make alterations to U.S.



Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Liability for Government Property.*

1. Unless otherwise provided in the agreement, Cooperator shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
  - a. The risk is covered by insurance or Cooperator is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of Cooperator's managerial personnel. Cooperator's managerial personnel, in this provision, means Cooperator's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Cooperator's business; all or substantially all of Cooperator's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. Cooperator shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Cooperator shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
3. Cooperator shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the Grants Management Specialist, Cooperator shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.

W. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

X. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperator shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of*



*race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***

Y. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Cooperator materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by Cooperator or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for Cooperator's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

Z. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and Cooperator agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by Cooperator to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.



Upon termination of an agreement, Cooperator shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Cooperator for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by Cooperator up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- AA. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- BB. DEBARMENT AND SUSPENSION. Cooperator shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should Cooperator or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- CC. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS:  
All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:
- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
  - (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
  - (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.



(d) If the Government determines that the recipient is not in compliance with this award provision, it:

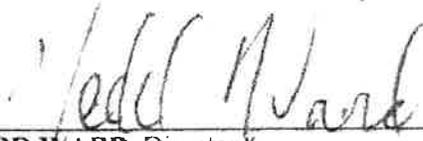
(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

DD. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

EE. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **August 31, 2021** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

FF. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

  
\_\_\_\_\_  
**TEDD WARD**, Director  
Del Norte Solid Waste Management Authority  
Date 18 AUG 2016

  
\_\_\_\_\_  
**MERV GEORGE, JR.**, Forest Supervisor  
U.S. Forest Service, Six Rivers National Forest  
Date 8-23-16



The authority and format of this agreement have been reviewed and approved for signature.

  
JANET BOOMGARDEN  
U.S. Forest Service Grants Management Specialist

8/8/2016  
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**2008 - 2011 SECURE RURAL SCHOOLS AUTHORIZATION  
TWO-YEAR EXTENSION  
PUBLIC LAW 114-10  
SIX RIVERS NATIONAL FOREST  
TITLE II PROJECT SUBMISSION FORM  
USDA FOREST SERVICE**

**Name of Resource Advisory Committee: Del Norte**  
**Project Number** (Assigned by Designated Federal Official):  
**Funding Fiscal Year(s): FY 15/16 – FY 20/21**

<b>2. Project Name:</b> Forest & River Cleanup Partnership	<b>3a. State:</b> California
	<b>3b. County(s):</b> Del Norte
<b>4. Project Submitted By:</b> Del Norte Solid Waste Management Authority (Authority)	<b>5. Date:</b> June 15, 2016
<b>6. Contact Phone Number:</b> 707-465-1100	<b>7. Contact E-mail:</b> <a href="mailto:tedd@recycleelnorte.ca.gov">tedd@recycleelnorte.ca.gov</a>

<b>8. Project Location:</b>	
a. National Forest(s): Six Rivers	b. Forest Service District: Gasquet Ranger District
c. Location (Township-Range-Section)	

<b>9. Project Goals and Objectives:</b>
<ul style="list-style-type: none"> <li>a. Assess and prioritize cleanup project sites on Del Norte County lands of the US Forest Service.</li> <li>b. Enhance regional capacity to assess and cleanup illegal dumpsites.</li> <li>c. Improve site security at the Gasquet Transfer Station to reduce associated litter.</li> <li>d. Remove abandoned and improperly disposed vehicles and debris from Six River National Forest lands and watercourses.</li> <li>e. Support river and forest cleanups initiated by non-profit groups.</li> <li>f. Restore cleanup sites to natural conditions, while impeding further dumping to the extent practical.</li> <li>g. Document and forward evidence of illegal dumping to law enforcement for citation and prosecution</li> </ul>

<b>10. Project Description:</b>
<ul style="list-style-type: none"> <li>a. Brief: Create local capacity through hiring and training an illegal dumpsite abatement team, community partners and volunteers to identify and cleanup illegal dumpsites and abandoned vehicles from US Forest Service properties.</li> <li>b. Detailed: <ul style="list-style-type: none"> <li><b>1. Assess illegal dumpsites and prioritize with Six Rivers National Forest Service staff in partnership with Del Norte County Code Enforcement and other community partners.</b> Given the extent of illegal dumpsites in Six Rivers National Forest, Authority staff will engage USFS staff and the Authority Board in identifying, prioritizing and scheduling cleanup activities. Authority and USFS staff will establish a system to document additional sites for cleanup in the Gasquet Ranger</li> </ul> </li> </ul>

District as they are identified during and after the grant term. Authority and USFS staff will also develop a form and checklist to help document and clarify the relative urgency for remediating each cleanup location as it is identified. Cleanup activities may include private properties only with USFS staff approval and only when the materials from such dumpsites have the potential to adversely impact adjacent USFS lands, watercourses, and properties.

**2. Create ongoing local capacity to effectively combat illegal dumpsites.** This project will enhance local capacity to identify, report and respond quickly to identified sites and assist with gathering evidence in a sustainable manner. This capacity will be expanded by competitively procuring and contracting one or more groups to provide labor for cleanups, training these groups, their staff and volunteers. Site assessment will include assessment of potential cultural resources through USFS, and identification of hazardous materials (if present) or potentially dangerous situations prior to initiating any cleanup activities. Note that sites with valuable cultural resources or a high likelihood of hazardous materials (such as a meth lab) will not be cleanup sites targeted by this project.

**3. Improve site security at the Gasquet Transfer Station to reduce associated litter.** The Authority leases the property of the Gasquet Transfer Station from the USFS. This property is regularly accessed and degraded by off-road-vehicles that drive around the existing gates and fences. An ongoing litter issue at this facility is associated with people who open the lids of the disposal containers to (illegally) dump trash when this facility is closed. With the lids left open, animals such as bears and raccoons will drag trash into the surrounding forest. Through additional rock and fencing placement, improving site security at this facility will inhibit similar litter issues in future.

**4. Remove illegal dumpsites and abandoned vehicles and materials from US Forest Service lands and watercourses.** Utilizing staff, contracted crews and volunteers, this project will remove debris, appliances, tires, mattresses, abandoned vehicles and other materials from illegal dumpsites on USFS property. The Authority intends to use its existing collection contractor, Recology Del Norte for container and disposal services, and the towing contractor for the Abandoned Vehicle Abatement Service Authority to remove abandoned vehicles. Materials will be disposed at the Del Norte County Transfer Station, which is operated by Hambro/WSG under a contract with the Authority. In addition, the Authority intends to procure a cleanup service contractor through a competitive process for additional labor associated with these cleanup activities. Some invasive vegetation may also be removed as part of cleanup efforts, depending on location and degree of infestation. Native vegetation will only be removed as needed to access discarded materials. Furthermore trees of over 6 inches in diameter will be removed only with USFS staff pre-approval. When feasible the collected materials will be recycled or recovered. Budget for this project includes resources for renting equipment (trailer, winch, cutting torches, equipment to safely access sites, etc.) and fuel as needed.

**5. Support river and forest cleanups by non-profit groups.** Grant resources will also be used to cover cleanup and disposal expenses for Smith River cleanups and cleanups of USFS lands as conducted by non-profit groups and volunteers or USFS staff. These cleanup activities will also be documented by before and after pictures to the extent practical.

**6. Restore cleanup sites to natural conditions, while impeding further dumping to the extent practical.** Sites will be assessed for restoration needs and when feasible crews will conduct immediate mitigation (items such as shovel grading, filling of holes, etc). Long term site enhancements (replanting, trail work, etc) may be suggested to park staff, but are not part of this project. Where practical following cleanup, rocks or other materials may be placed to impede future dumping at sites.

**7. Document and forward evidence of illegal dumping to law enforcement for citation and prosecution.** County Code Enforcement will gather evidence to aid in prosecution of illegal dumpers, to the extent such evidence is found.

**11. Types of Lands Involved?**

State/Private/Other lands involved?  Yes  No, but maybe (see below)

**Land Status:**

If Yes, specify: No specific private properties are targeted for cleanup, though if a dumpsite straddles or potentially impacts adjacent USFS property or watercourses, some cleanups may include portions of private lands.

**12. How does the proposed project meet purposes of the Legislation?** (Check at least 1)

- Improves maintenance of existing infrastructure.
- Implements stewardship objectives that enhance forest ecosystems.
- Restores and improves land health.
- Restores water quality

**13. Project Type**

a. Check all that apply: (check at least 1)

- |   |   |
|---|---|
| <input type="checkbox"/> Road Maintenance                               | <input type="checkbox"/> Trail Maintenance  |
| <input type="checkbox"/> Road Decommission/Obliteration                 | <input type="checkbox"/> Trail Obliteration                                       |
| <input type="checkbox"/> Other Infrastructure Maintenance (specify):    |   |
| <input checked="" type="checkbox"/> Soil Productivity Improvement       | <input checked="" type="checkbox"/> Forest Health Improvement                     |
| <input checked="" type="checkbox"/> Watershed Restoration & Maintenance | <input checked="" type="checkbox"/> Wildlife Habitat Restoration                  |
| <input checked="" type="checkbox"/> Fish Habitat Restoration            | <input checked="" type="checkbox"/> Control of Noxious Weeds (minor)              |
| <input type="checkbox"/> Reestablish Native Species                     | <input checked="" type="checkbox"/> Fuels Management/Fire Prevention (incidental) |
| <input type="checkbox"/> Implement CWPP Project                         | <input type="checkbox"/> Other Project Type (specify):                            |

b. Primary Purpose (select only 1): Forest Health Improvement

**14. Identify What the Project Will Accomplish**

- Miles of road maintained:
- Miles of road decommissioned/obliterated:
- Number of structures maintained/improved:
- Acres of soil productivity improved:
- Miles of stream/river restored/improved: To be determined (TBD)
- Miles of fish habitat restored/improved: TBD

Acres of native species reestablished:
Acres of hazardous fuel treatment:
Miles of trail maintained:
Miles of trail obliterated:
Acres of forest health improved (including fuels reduction): TBD
Acres of rangeland improved:
Acres of wildlife habitat restored/improved: TBD
Acres of noxious weeds controlled: TBD
Timber volume generated (mbf):
<b>Jobs generated in full time equivalents (FTE) to nearest tenth.</b> Approximately 1 FTE will be generated over the duration of this project. As project activities may extend over 61 months, this will be approximately 0.2 FTE/year.
<b>People reached (for environmental education projects/fire prevention):</b> This will depend on how many groups and volunteers engage in cleanup activities, and attendance at Authority meetings where these issues will be discussed. Estimate: 100
<b>Direct economic activity benefit:</b> This project will employ Del Norte County residents in its activities and expand the capacity of existing agencies to deal with illegal dumpsites in remote locations. Clean and safe forests create benefits through enhanced recreational experiences for visitors, reduced fire hazards, improved water quality, improved habitat, and increased safety. When possible, equipment will be purchased from vendors in Del Norte County. Skills learned by participants will increase employability in the local job market.
<b>Other:</b> Removal of garbage, abandoned vehicles, plastics and other unnatural materials from National Forest land. Create capacity to monitor, restore and monitor dumpsites to measure success. Work with law enforcement to aid in prosecution of dumpers by collecting, documenting and forwarding evidence. Educate policy makers on the extent of the issue and work to create dialogue on long-term solutions.

**15. Estimated Project Start Date:** June 1, 2016

**16. Estimated Project Completion Date:** June 30, 2021

**17. List known partnerships or collaborative opportunities.** The project team will be led by the Del Norte Solid Waste Management Authority. Team members will include Six Rivers National Park staff, Del Norte County Code Enforcement, the Del Norte County Abandoned Vehicle Service Authority, the hired cleanup contractor(s), and local non-profits working on forest, river and fisheries protection and enhancement. Additional potential partners include the Del Norte Fire Safe Council, Del Norte Search and Rescue, the Del Norte County Sheriff's Dive Team, the Smith River Alliance, and off-road vehicle groups engaged in cleanup activities.

**18. Identify benefits to communities.**

- Improve ecosystems and habitat
- Reduce threats to water quality
- Build long-term relationships between agencies and citizens
- Increase community awareness of issues and concerns related to illegal dumping
- Local employment opportunities

- Rewarding and challenging volunteer and job skills
- Reduce fire danger
- Enhance natural beauty of area, supporting better tourism experiences and increased visitation

**19. How does the project benefit federal lands/resources?**

- Improve ecosystems and habitat
- Reduce threats to water quality
- Reduce fire danger
- Enhance natural beauty of area, supporting better tourism experiences and increased visitation

<b>20. What is the Proposed Method(s) of Accomplishment?</b> (check at least 1)	
<input checked="" type="checkbox"/> Contract	<input checked="" type="checkbox"/> Federal Workforce
<input checked="" type="checkbox"/> County Workforce	<input checked="" type="checkbox"/> Volunteers
<input type="checkbox"/> Grant	<input checked="" type="checkbox"/> Agreement
<input type="checkbox"/> Americorps	<input checked="" type="checkbox"/> YCC/CCC Crews
<input type="checkbox"/> Job Corps	<input type="checkbox"/> Stewardship Contract
<input type="checkbox"/> Merchantable Timber Pilot	<input type="checkbox"/> Other (specify): tbd

**21. Will the Project Generate Merchantable Timber?**     Yes     No

<b>22. Anticipated Project Costs</b>
a. Title II Funds Requested: \$32,295
b. Is this a multi-year funding request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**23. Identify Source(s) of Other Funding:**

We are matching this request for funds by contributing staff time and overhead in the amount of: \$4,600

**24. Monitoring Plan (provide as attachment)**

a. **Provide a plan that describes your process for tracking and explaining the effects of this project on your environmental and community goals outlined above.**

Quantitative data will be gathered on the number of cleanups, tons collected, types of materials collected, pounds recycled, number of staff hours used in implementing the project, number of volunteer hours. The report on each cleanup site will include before and after photographs.

b. **Identify who will conduct the monitoring:** Del Norte Solid Waste Management Authority staff will conduct the monitoring and reporting.

c. **Identify total funding needed to carry out specified monitoring tasks** \$1,000.

**25. Identify remedies for failure to comply with the terms of the agreement.**

If project cannot be completed under the terms of this agreement:

Unused funds will be returned to the RAC account.

Other, please explain:

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**Project Recommended By:**



**Clark Moore, Chairperson**  
Del Norte Resource Advisory Committee

6/9/16

**Project Approved By:**



**Merv George, Jr., Forest Supervisor**  
Six Rivers National Forest

6-10-16

# Project Cost Analysis Worksheet

Worksheet 1

Please submit this worksheet with your proposal

Item	Column A Fed. Agency Appropriated Contribution	Column B Requested Title II Contribution	Column C Other Contributions	Column D Total Available Funds
a. Field Work & Site Surveys		\$1,000		\$1,000
b. NEPA/CEQA				
c. ESA Consultation				
d. Permit Acquisition				
e. Project Design & Engineering			\$500	\$500
f. Contract/Grant Preparation			\$250	\$250
g. Contract/Grant Administration			\$250	\$250
h. Contract/Grant Cost		\$8,400	\$3,600	\$12,000
i. Salaries		\$5,000		\$5,000
j. Materials & Supplies		\$2,395		\$2,395
k. Monitoring		\$1,000		\$1,000
l. Other				\$14,500
1. Equipment		\$0		
2. Hauling / Towing / Disposal under existing contracts		\$12,000		
3. Equipment Rental		\$2,500		
m. Project Sub-Total		\$32,295	\$4,600	\$36,895
n. FS Indirect Costs				
<b>Total Cost Estimate</b>		\$32,295	\$4,600	\$36,895

**NOTES :**

**Col. A:** FS costs incurred as part of proposal implementation. Coordinate with FS to identify any FS cost for items in Col. A.

**Col. B:** Title II funding requested to implement the proposal.

**Col. C:** Matching funds being contributed by proponent or third parties.

**Col. D:** Sum of columns A, B, and C for each individual row.

**Row A:** Costs associated with project planning, not project implementation, such as assessment of miles of trail needing maintenance. Assessments and planning needed to develop a specific proposal. For Col. B: proponents must request permission in advance to request Title II funds to complete NEPA/CEQA analyses, as this is expected to be completed prior to proposal submission.

**Rows B, C, D, and E:** cost associated with environmental compliance and project design. Proponents must request permission in advance to request Title II funds to complete NEPA/CEQA analyses, as this is expected to be completed prior to proposal submission.

**Row G:** Costs associated with preparation of contract or agreement instruments used to implement the proposal. Contracts used to complete projects have special provisions; contact the FS to identify these early in the process.

**Row G:** Costs associated with administration of contract or agreement instruments used to implement the proposal.

**Row H:** Estimated value of any contracts/agreements used to implement proposal. Contracts/agreements used to complete projects have special provisions; contact the FS to identify these early in the process.

**Row I:** Cost of salaries to implement project

**Row L:** Examples include overhead charges from other partners, vehicles, equipment rentals, travel, etc.

**Row K:** Costs associated with performing monitoring described in Items 24a, 24b, and 24c. Amounts should be similar between Item 24 and Row K.

**Row N:** Forest Service indirect costs, including contracting/grant officer costs if needed.

## Six Rivers National Forest District Ranger Project Support Checklist

**Project Name:** Forest & River Cleanup Partnership

**RAC Proponent:** Del Norte Solid Waste Management Authority (Authority)

**Title II Requested Funds:** \$66,400

**RAC Submission Year:** 2016

—	Contact has been made with the local Ranger District; project contact has been assigned	FS Project Manager: Lynn Wright FS Technical Contact: Mike McCain
_N/A_	NEPA complete, environmental compliance requirements have been met; consistent with resource management plans.	Title, date, and signer of decision document:
—	NEPA incomplete-to be completed prior to implementing project. Proponent has been advised implementation portion of project will not be approved until NEPA is completed	<p style="text-align: center;"><b>Check all that apply</b></p> <hr/> <input type="checkbox"/> Plan for completing NEPA attached <hr/> <input type="checkbox"/> Proposal requests funding for completing NEPA (not required) <hr/> <input type="checkbox"/> Proponent to complete CEQA/NEPA with FS review <input type="checkbox"/> FS to complete NEPA
_X_	The Management Unit can support this project within its annual program of work	<p style="text-align: center;"><b>Check any significant FS tasks</b></p> <input checked="" type="checkbox"/> agreement development and processing <input type="checkbox"/> NEPA planning <input checked="" type="checkbox"/> significant project inspection

\_\_\_\_\_/s/ David Palmer\_\_\_\_\_  
(NAME), District Ranger

\_\_\_\_\_/3/16/2016\_\_\_\_\_  
DATE

Attachment:

USFS Agreement No.:   
Cooperator Agreement No.:

Mod. No.:

**Note: This Financial Plan may be used when:**  
 (1) No program income is expected and  
 (2) The Cooperator is not giving cash to the FS and  
 (3) There is no other Federal funding

**Agreements Financial Plan (Short Form)**

Financial Plan Matrix: **Note: All columns may not be used. Use depends on source and type of contribution(s).**

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$940	\$6,600	\$1,000	\$0	\$8,540
Travel	\$108	\$400	\$0	\$0	\$508
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies/Materials	\$0	\$2,395	\$0	\$0	\$2,395
Printing	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$22,900	\$3,600	\$0	\$26,500
Other					\$0
Subtotal	\$1,048	\$32,295	\$4,600	\$0	\$37,943
Coop Indirect Costs		\$0	\$0		\$0
FS Overhead Costs	\$0				\$0
<b>Total</b>	<b>\$1,048</b>	<b>\$32,295</b>	<b>\$4,600</b>	<b>\$0</b>	<b>\$37,943</b>
<b>Total Project Value:</b>					<b>\$37,943</b>

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 87.88%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 12.12%
Total (f+g) = (h)	(h) 100.00%

**WORKSHEET FOR**

**FS Non-Cash Contribution Cost Analysis, Column (a)**

**Salaries/Labor**

<b>Standard Calculation</b>				
Job Description	Cost/Day	# of Days		Total
Fisheries Biologist	\$395.00	1.00		\$395
Recreation Technician	\$245.00	1.00		\$245
Partnership Coordinator	\$300.00	1.00		\$300
<b>Total Salaries/Labor</b>				<b>\$940</b>

**Travel**

<b>Standard Calculation</b>				
Travel Expense	Miles	Cost/mile	# of miles	Total
Mileage	200	\$0.54		\$108
<b>Total Travel</b>				<b>\$108</b>

**Supplies/Materials**

<b>Standard Calculation</b>				
Supplies/Materials	# of Items	Cost/Item		Total
				\$0
<b>Total Supplies/Materials</b>				<b>\$0</b>

**Other Expenses**

<b>Standard Calculation</b>				
Item	# of Units	Cost/Unit		Total
				\$0
<b>Total Other</b>				<b>\$0</b>

<b>Subtotal Direct Costs</b>	<b>\$1,048</b>
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**Forest Service Overhead Costs**

Current Overhead Rate	Subtotal Direct Costs		Total
	\$1,048		\$0
<b>Total FS Overhead Costs</b>			<b>\$0</b>

<b>TOTAL COST</b>	<b>\$1,048</b>
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**WORKSHEET FOR**

**FS Cash to the Cooperator Cost Analysis, Column (b)**

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
Director	\$516.62	2.00		\$1,033
Facilities & Programs Coordinator	\$318.82	13.77		\$4,391
Administrative Assistant	\$293.96	4.00		\$1,176
<b>Total Salaries/Labor</b>				<b>\$6,600</b>

Travel				
Standard Calculation				
Travel Expense	# Miles	Cost/mile		Total
Mileage	740.7	\$0.54		\$400
<b>Total Travel</b>				<b>\$400</b>

Supplies/Materials				
Non-Standard Calculation				
Ropes, fuel, personal protective equip, gloves, etc.				\$2,395
<b>Total Supplies/Materials</b>				<b>\$2,395</b>

Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit		Total
Subcontract for Cleanup Labor	1.00	\$8,400.00		\$8,400
Non-Standard Calculation				
Equipment rental (trailer, winch, etc)				\$2,500
Fees under Existing Contracts for Towing, Hauling/ Disposal				\$12,000
<b>Total Other</b>				<b>\$22,900</b>

<b>Subtotal Direct Costs</b>	<b>\$32,295</b>
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$32,295			\$0
<b>Total Coop. Indirect Costs</b>				<b>\$0</b>

<b>TOTAL COST</b>	<b>\$32,295</b>
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# Del Norte Solid Waste Management Authority

1700 State Street, Crescent City, CA 95531  
Phone (707) 465-1100 Fax (707) 465-1300  
www.recycledelnorte.ca.gov

The Authority's mission is the management of Del Norte County solid waste and recyclable material in an environmentally sound, cost effective, efficient and safe manner while ensuring 100% regulatory compliance with law.

## Staff Report

**Date:** 20 February 2019  
**To:** Commissioners of the Del Norte Solid Waste Management Authority  
**From:** Tedd Ward, M.S. - Director  
**File Number:** 230502, 160102, 151801  
**Attachments:** Aerial photo with property lines along NW corner of landfill  
**Topic:** Authority Property Ordinance

**Recommendation:** That the Board direct staff to work with legal counsel, the County Code Enforcement officer and others as needed to draft an Authority Ordinance for elevated penalties to deter illegal dumping, vehicular trespass, and property damage on Authority-managed properties including the Crescent City Landfill, the Klamath Transfer Station, the Gasquet Transfer Station, community drop-off recycling locations, and possibly including the area around streetside trash and recycling bins. Staff would return to the Board with a draft Ordinance for the Board's consideration. Prior to being enacted, such an Ordinance would also need to be publicly noticed and ratified by both the Crescent City Council and the Del Norte County Board of Supervisors.

**Background:** Staff have been meeting with the County Code Enforcement Officer as well as representatives from Pacific Power and State Parks to discuss ways to stop the vehicles driving on and across the Crescent City Landfill property. Under a CalRecycle Cleanup Grant, the County has some resources to clean up some areas that have been illegally dumped upon, and to impede vehicle access to prevent further dumping.

Though the landfill mound is just 23 acres of the 167 acre site, vehicles and people seeking vehicle access have damaged the fences, gates, the landfill mound, and drainage structures on the landfill property.

On 20 February 2019, County Engineering Tech Eric Lauchstedt uncovered three survey markers confirming that at least one of the residential wells near the landfill is actually drilled on the County landfill property managed by the Authority. During this site visit, staff observed that there is currently a tow-behind camper and an abandoned boat and trailer on County property adjacent to these residential properties. Active burn piles and other debris were found both immediately next to the residential well on the landfill

property and other areas near the property boundaries. Also staff have noticed trees have been illegally cut down on immediately adjacent State Parks properties while a new rough-hewn pole barn has been erected on one of the adjoining properties.

**Analysis:** Though Authority staff are planning to work with the County to have rocks or other barriers placed in areas currently being accessed, the prospect of fencing or blocking the entire perimeter appears both impractical and expensive.

During the planning meetings, Parks staff suggested that if there was an Ordinance with elevated penalties for these vehicular and dumping activities, Parks staff would be happy to help enforce such an Ordinance.

According to the County Community Development Director, the County does not have other properties that have the same level of ongoing concerns and expenses associated with dumping and trespass. She suggested that it would make more sense for the Authority to adopt such an Ordinance, and it could apply to all properties managed by the Authority or used by the Authority's Transfer Station Operations and Collections Franchise contractors. Such an Ordinance could have elevated penalties for infractions at the Crescent City Landfill, the Del Norte County Transfer Station, the Klamath Transfer Station, the Gasquet Transfer Station, the community drop-off locations, and the streetside trash and recycling bins.

Once adopted, the Authority could have 'No Trespassing / No Dumping' signs made and post them around the likely access points on each property.

**Alternatives:** 1. The Board could take no action. Staff could still post 'No Trespassing / No Dumping' signs, though they might be less effective.

2. The Board could direct staff to present a wider variety of alternatives to impede and reduce vehicular trespass and dumping on Authority-managed properties.

**Fiscal Impacts:** Drafting an Ordinance is relatively inexpensive (staff, legal, and public notice expenses). Costs to print and post signs are not impacted by which Ordinance is referenced.

**Related Issues:** Such an Ordinance could be used as an additional tool to reduce dumping and trash contamination in Recology Del Norte's recycling programs at the community dropoff bins and the streetside containers.