
CITY OF SUSANVILLE
66 N. Lassen Street • Susanville CA
Quincy McCourt, Mayor
Thomas Herrera, Mayor pro tem
Russ Brown • Mendy Schuster • Kevin Stafford

Susanville City Council
Regular Council Meeting • City Council Chambers
Wednesday, May 3, 2023 – 4:30 PM

CALL TO ORDER
ROLL CALL

1. **APPROVAL OF AGENDA:** *(Additions and/or Deletions)*
2. **PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS (if any):** *Any person may address the Council at this time upon any subject for discussion during Closed Session.*
3. **CLOSED SESSION:**
 - A. **CONFERENCE WITH LABOR NEGOTIATIONS** – *pursuant to Government Code §54957.6*
 1. *Public Works Unit*
 2. *Fire Unit*
 3. *Miscellaneous Unit*
 4. *Professional Technical Unit*
 5. *Management Unit*
 6. *SPOA*
4. **RETURN TO OPEN SESSION:** *(recess if necessary)*
 - *Reconvene in open session at 5:00pm*
 - *Pledge of allegiance*
 - *Invocation*
 - *Report any changes to agenda*
 - *Report any action out of Closed Session*
 - *Proclamations, awards or presentations by the City Council*
5. **BUSINESS FROM THE FLOOR:** *Any person may address the Council at this time upon any subject on the agenda or not on the agenda within the jurisdiction of the City Council. However, comments on items on the agenda may be reserved until the item is discussed and any matter not on the agenda that requires action will be referred to staff for a report and action at a subsequent meeting.*
Presentations are subject to a five-minute limit.
6. **CONSENT CALENDAR:** *All matters listed under the Consent Calendar are considered to be routine by the City Council. There will be no separate discussion on these items. Any member of the public or the City Council may request removal of an item from the Consent Calendar to be considered separately.*

6.A [Minutes of the City Council's April 19, 2023 regular meeting.](#)
7. **PUBLIC HEARINGS:**
8. **COUNCIL DISCUSSION/ANNOUNCEMENTS:**
9. **NEW BUSINESS:**

- 9.A Discussion regarding Lease and Operations of the Diamond Mountain Golf Course
- 9.B Consider Resolution No. 23-6126, approving and authorizing the Fire Chief to execute a cooperative Fire Protection Agreement with the US Forest Service, Lassen National Forest.
- 9.C Consider Resolution No. 23-6128, authorizing the Finance Manager to increase the Airport budget \$6,100.00 for the purchase of new windsock tower and assembly at the Susanville Municipal Airport.
- 9.D Consider Resolution No. 23-6129, approving the Susanville Experimental Aircraft Association using the Susanville Municipal Airport for their 2023 Airfair scheduled for June 3, 2023, and authorizing the Finance Manager to increase the Airport 7201 budget by \$500.00 to pay for half of the liability insurance for the event.
- 9.E Consider Resolution No. 23-6130, authorizing the City Administrator to sign a contract with Crazy J's Concrete Inc. to perform the installation of new curb and gutter along South Lassen Street using street mitigation funds
- 9.F Discussion regarding proclamation recognizing KSUE/JDX 75th anniversary.

10. SUSANVILLE COMMUNITY REDEVELOPMENT AGENCY:

11. SUSANVILLE MUNICIPAL ENERGY CORPORATION:

12. CONTINUING BUSINESS:

13. CITY ADMINISTRATOR'S REPORTS:

13.A Department reports

13.B Information regarding Weed and Rubbish Deadline

14. FUTURE COUNCIL ITEMS:

14.A Future Council Items

15. ADJOURNMENT:

- **The next regular meeting of the Susanville City Council will be held on May 17, 2023 at 4:30PM.**

Reports and documents relating to each agenda item are on file in the Office of the City Clerk and are available for public inspection during normal business hours and at the meeting. These reports and documents are also available at the City's website www.cityofsusanville.net, unless there were systems problems posting to the website.

Accessibility: An interpreter for the hearing-impaired may be made available upon request to the City Clerk seventy-two hours prior to a meeting. A reader for the vision-impaired for purposes of reviewing the agenda may be made available upon request to the City Clerk. The location of this meeting is wheelchair-accessible.

I, Heidi Whitlock, certify that I caused to be posted notice of the regular meeting scheduled for May 3, 2023 in the areas designated on April 27, 2023.

AGENDA ITEM NO. 6.A
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: May 3, 2023

SUBJECT: Minutes of the City Council's April 19, 2023 regular meeting.

PRESENTED BY: Heidi Whitlock, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's April 19, 2023 regular meeting.

FISCAL IMPACT: None

ACTION REQUESTED: Motion to waive the reading of and approval of the City Council's April 19, 2023 regular meeting.

ATTACHMENTS:
[230419.cc.min.draft.pdf](#)

**SUSANVILLE CITY COUNCIL
Regular Council Meeting Minutes
WEDNESDAY, APRIL 19, 2023 – 4:30 PM**

Mayor McCourt called the meeting to order at 4:30pm.

Roll Call of Councilmembers Present: McCourt, Stafford, Schuster, Brown

Absent: Herrera

1. APPROVAL OF AGENDA:

Moved by Schuster; seconded by Brown to approve.

Motion Carried: 4 - 0

Voting For: McCourt, Stafford, Schuster, Brown

Voting Against: None

2. PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS (if any): No public comment.

3. CLOSED SESSION:

The City Council convened in closed session at 4:31pm to discuss the following:

A. PUBLIC EMPLOYMENT - pursuant to Government Code §54957

1. City Administrator Evaluation

B. CONFERENCE WITH LABOR NEGOTIATIONS – pursuant to Government Code §54957.6

1. Fire Unit

2. Miscellaneous Unit

3. Professional Technical Unit

4. RETURN TO OPEN SESSION:

The City Council reconvened in open session at 5:00pm.

Mayor McCourt requested both the Pledge of Allegiance and the Invocation to be provided.

Dan Newton, City Administrator, stated that the Council met in closed to discuss item 3A. He continued that direction was provided to staff with no reportable action taken. He added that Council will reconvene in closed session following open session to discuss item 3B.

5. BUSINESS FROM THE FLOOR: Leann Vanderley, public, reminded the council that anyone who speaks during public comment should only be addressing the council and not other speakers. She requested the council remind those speaking that conversations should not be occurring between those at the podium and the other members of the audience.

Jaqueline Henry, public, voiced her concern with where government for the country is going.

Bob Tyndall, public, requested the Council consider passing the check for \$2,067 for the purchase for the unclaimed helicopter to the Veteran's for scholarship programs.

6. CONSENT CALENDAR:

6.A Minutes of the City Council's April 5, 2023 regular meeting.

Motion to waive the reading of and approval of the City Council's April 5, 2023, regular meeting.

[230405.cc.min.draft.pdf](#)

6.B Vendor and payroll warrants Motion to receive and file

[03-30-23.pdf](#)

[03-31-23.pdf](#)

Moved by Stafford; seconded by Brown to approve.
Motion Carried: 4 - 0
Voting For: McCourt, Stafford, Schuster, Brown
Voting Against: None
Absent: Herrera

7. **PUBLIC HEARINGS:** No business.

8. **COUNCIL DISCUSSION/ANNOUNCEMENTS:** Councilmember Schuster offered thanks to everyone who participated in the opening day for Little League.

Mayor McCourt offered both the Land Acknowledgment Statement and the city's Mission Statement.

9. **NEW BUSINESS:**

9.A Draft FY 2023-2024 Budget Presentation

Mr. Newton provided a brief explanation of the item being presented and how the next steps would be presented over the upcoming months including workshops, videos online, etc...

Chandra Jabbs, Finance Manager, presented the "Exhibit A" draft budget that is typically approved. She presented the spreadsheets used to make those calculations and stated how they make it easier to predict the budget more effectively.

The department heads all provided a brief explanation of the changes to their budgets.

Mr. Newton requested feedback on the tracking on the Measure P funds. He also provided information regarding the public workshops and requested the workshop be held on June 7, 2023, as a special meeting at 3:00pm prior to the regular meeting to which the City Council agreed.

9.B Utility Accounts Receivable Write-off

Ms. Jabbs provided an explanation of the item and requested approval to send delinquent accounts of \$32,470.90 to the collection agency.

Councilmember Stafford asked if the city could go after the funds criminally to which Ms. Long, City Attorney, stated no.

[collections over \\$1000 3-22-23.pdf](#)

Motion to approve the write-off accounts receivable and send \$32,427.90 to collections.
Moved by Schuster; seconded by Stafford to approve.
Motion Carried: 4- 0
Voting For: McCourt, Stafford, Schuster, Brown
Voting Against: None

9.C Consider **Resolution No. 23-6116**, authorizing the City Administrator to sign a Restricted Grant Agreement with Caltrans for the Susan River Trail Rehabilitation Project.

Bob Godman, Public Works Director, provided an explanation of the item and requested approval of Resolution No. 23-6116.

Councilmember Herrera entered the chambers at 5:57pm.

[23-6116.pdf](#)

Motion to approve Resolution No. 23-6116, authorizing the City Administrator to sign a Restricted Grant Agreement with Caltrans for the Susan River Trail Rehabilitation Project.

Moved by Stafford; seconded by Brown to approve.

Motion Carried: 5- 0

Voting For: McCourt, Stafford, Herrera, Schuster, Brown

Voting Against: None

- 9.D Consider **Resolution No. 23-6118**, authorizing the Finance Manager to transfer \$70,000 from the Streets SB1 2005 budget to the Streets Snow Removal 2006 budget.

Mr. Godman provided an explanation of the item and requested approval of Resolution No. 23-6118.

[23-6118.pdf](#)

Motion to approve Resolution No. 23-6118, authorizing the Finance Manager to transfer \$70,000 from the Streets SB1 2005 budget to the Streets Snow Removal 2006 budget.

Moved by Brown; seconded by Herrera to approve.

Motion Carried: 5- 0

Voting For: McCourt, Stafford, Herrera, Schuster, Brown

Voting Against: None

- 9.E Consider **Resolution No. 23-6123**, approving street closures for thirteen Saturday morning Farmer's Markets and five Night Markets.

Mr. Godman provided an explanation of the item and requested approval of Resolution No. 23-6123, approving street closures for the Farmers' Market.

David Teeter, LARP, requested the consideration of the closure of Cottage Street during the evening markets as it appeared to have been forgotten.

[LARP Co-Op_FarmersMarket Street Closure Request_04062023.docx.pdf 23-6125.pdf](#)

Motion to approve Resolution No. 23-6123, approving street closures for thirteen Saturday morning Farmer's Markets and five Night Markets.

Moved by Herrera; seconded by Brown to approve with the recommended addition of Cottage Street.

Motion Carried: 5- 0

Voting For: McCourt, Stafford, Herrera, Schuster, Brown

Voting Against: None

- 9.F Consider **Resolution No. 23-6124**, that authorizes the following 1) City Council to accept and award Project No. 23-01, 2023 Park and Water Bond Act 2018 (Proposition 68) City of Susanville Memorial Park Project to the lowest responsible bidder; 2) The City Administrator to execute a contract for \$68,136.14 once bonds and insurance are provided; and 3) Director of Public Works to issue a Notice To Proceed and execute related contract change orders up to remaining amount allocated for project (\$80,000.00); and 4) Finance Manager to create a budget for the project based on available Per Capita Program funds.

Mr. Godman provided an explanation of this item as well and again requested approval of the resolution.

[BID OPENING RESULT - PARK AND WATER BOND ACT 2018 \(PROP 68\).pdf 23-6124.pdf](#)

Motion to approve Resolution No. 23-6124, that 1) awards Project No. 23-01, 2023 Park and Water Bond Act 2018 (Proposition 68) City of Susanville Memorial Park Project to Crazy J's Concrete, Inc., the lowest responsible bidder; and 2) authorizes the City Administrator to execute a contract with Crazy J's Concrete, Inc.; and 3) directs the Director of Public Works to issue a Notice to Proceed and execute related contract change orders for up to remaining amount allocated for project (\$80,000.00); and 3) directs the Finance Manager to create a budget for the project in the amount of \$80,000.

Moved by Herrera; seconded by Brown to approve.

Motion Carried: 5- 0

Voting For: McCourt, Stafford, Herrera, Schuster, Brown

Voting Against: None

9.G Consider **Resolution No.23-6125**, recognizing Governor Newsom's Executive Order N-5-23, rescinding the California State Water Resources Boards emergency stage one drought restrictions and thereby changing the water rates back to the City's regular rate.

Mr. Godman presented the item and requested approval of Resolution No. 23-6125.

[3.24.23-Drought-update-executive-order \(1\).pdf](#)

[Res. No. 22-6008 Drought Regulation.docx](#)

[23-6125.pdf](#)

Motion to approve Resolution No. 23-6125, recognizing Governor Newsom's Executive Order N-5-23 rescinding the California State Water Resources Boards emergency stage one drought restrictions and thereby changing the water rates back to the City's regular rate.

Moved by Schuster; seconded by Herrera to approve.

Motion Carried: 5- 0

Voting For: None

Voting Against: None

10. **SUSANVILLE COMMUNITY REDEVELOPMENT AGENCY**: No business.

11. **SUSANVILLE MUNICIPAL ENERGY CORPORATION**: No business.

12. **CONTINUING BUSINESS**:

12.A Consider approval of Economic Development Director job description.

Mr. Newton provided an update that the Susanville Indian Rancheria approved the MOU at their meeting held yesterday. He added that the job description was requested to come back for council review.

Councilmember Schuster requested changes be made to the job description. Mr. Newton made the requested changes at that time and were then reviewed by all councilmembers for approval.

[DRAFT Job Description - Economic Development Director.docx](#)

Motion to approve Economic Development Director job description.

Moved by Stafford; seconded by Herrera to approve the job description with the requested changes.

Motion Carried: 5- 0
Voting For: McCourt, Stafford, Herrera, Schuster, Brown
Voting Against: None

12.B City Project Priorities

Mr. Newton provided an explanation of the city priority list and why it is presented to the Council the second meeting of every month, as well as what projects the city is currently working on.

Mayor McCourt inquired of the council if any changes were wanted.

No comments received.

[230419 City Project Priorities - Staff Report1.docx](#)

13. **CITY ADMINISTRATOR'S REPORTS:**

13.A Department reports

Multiple staff members provided a brief update in their areas.

14. **FUTURE COUNCIL ITEMS:**

14.A Future Council Items

Mr. Newton briefly reviewed the list with the council and inquired as to whether or not the City Council would like to add or move up any of the items currently on said list.

Councilmember Schuster requested a proclamation or acknowledgment of KSUE as April 25th will mark 75 years that they have been serving the community as they first aired on April 25, 1948. KSUE 75th year within the community or proclamation.

Councilmember Schuster also requested that Mr. Tyndall's request for the \$2,067 helicopter payment mentioned in public comment earlier this evening be considered.

Council took a recess at 7:01pm prior to reconvening in closed session.

[202304019 Items from the Podium.pdf](#)

The Council reconvened in closed session at 7:10pm.

The Council reconvened in open session at 7:41pm and Mr. Newton stated that further direction was provided to staff with no reportable action.

15. **ADJOURNMENT:** The Council adjourned at 7:42pm.

Respectfully submitted by:

Quincy McCourt, Mayor

Heidi Whitlock, City Clerk

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Jolene Arredondo, Administrative Services

Action Date: May 3, 2023

SUBJECT: Discussion regarding Lease and Operations of the Diamond Mountain Golf Course

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: Council has requested staff bring forward a discussion on the lease and operations of the Diamond Mountain Golf Course. Staff has met with the Golf Course Manager to obtain feedback on behalf of the existing golfing community as well as began research on building a comprehensive draft of a request for proposals for the lease and operation of the Diamond Mountain Golf Course. Attached for the Council's review are the historical financial reports for the golf course from fiscal year 2015/16 through April 12, 2023.

Staff is seeking direction regarding soliciting proposals for the lease and operation of the golf course.

FISCAL IMPACT: None

ACTION REQUESTED: Direction to staff

ATTACHMENTS:
[Golf Course Financials Historical Report through 202304.pdf](#)

GOLF COURSE**Rounds Played**

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
July	1,862	1,738	1,888	1,740	1,748	1,359	1,570	1,464	1,647	2,162
August	1,609	1,398	1,880	1,715	1,734	1,308	1,506	1,050	1,747	2,137
September	1,277	1,363	1,886	1,516	1,368	1,255	1,023	1,559	1,675	1,609
October	1,163	965	1,117	1,106	105	748	630	1,335	881	1,375
November	697	777	0	0	408	477	0	165	779	-
December	66	106	15	0	0	0	0	0	0	-
January	48	183	20	3	0	0	0	0	0	-
February	41	182	134	0	0	5	0	0	0	-
March	56	717	349	104	139	249	COVID CLOSURE	543	658	-
April	1,599	1,275	1,138	958	871	956	1,923	1,241		
May	1,923	1,514	1,295	1,258	1,191	1,069	407	1,736	1,796	
June	1,613	1,831	1,714	1,621	1,302	1,113	1,321	1,423	2,148	
	11,954	12,049	11,436	10,021	8,866	8,539	6,457	11,198	12,572	7,283

Winter Play does not include rounds played for annual members.

2022-23 Golf Course closed from November 1, 2022 through April 15, 2023 due to winter weather conditions

Cash Balance (\$) at month end

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
July	46,316	40,244	10,656	9,468	(28,199)	(10,356)	(2,192)	(15,630)	77,898	148,155
August	21,223 ²	3,187	11,290	(2,596)	(36,537)	(39,409)	(6,529)	1,198	92,804	162,306
September	20,658	(16,159)	2,908	(5,031)	(38,173)	(41,816)	(12,090)	14,246	101,287	146,607
October	(1,610)	(39,909)	(16,418)	(20,889)	(60,027)	(59,679)	(40,775)	9,069	90,425	143,804
November	(15,142)	(52,457)	(33,946)	(35,325)	(70,614)	(70,264)	(55,322)	(1,802)	52,973	132,260
December	(22,109)	(58,501)	(45,052)	(41,821)	(81,379)	(81,163)	(63,815)	(12,162)	51,342	119,994
January	18,530	(25,397)	(45,959)	(56,650)	(81,869)	(88,963)	(73,632)	(19,748)	54,444	113,443
February	31,973	(8,634)	(19,234)	(60,401)	(80,829)	(89,811)	(68,672)	(21,128)	56,163	112,547
March	54,233	24,611	6,820	(39,487)	(66,530)	(53,858)	(72,907)	26,304	101,632	37,364 ⁶
April	63,514	26,858	22,910	(33,331)	(49,776)	(26,455)	(80,591)	53,007	108,693	
May	49,830	29,518	20,845	(15,976)	(54,943)	(47,780)	(78,734)	54,459	125,401	
June	47,143	52,336 ³	20,526	(23,097)	(48,692)	(14,681)	(27,154)	85,915	138,095	
June Revised	47,143	52,336	20,526	(23,097)	0	0 ⁵	27,153	0	0	

(1) - General Fund transferred \$244,886 to remove negative cash

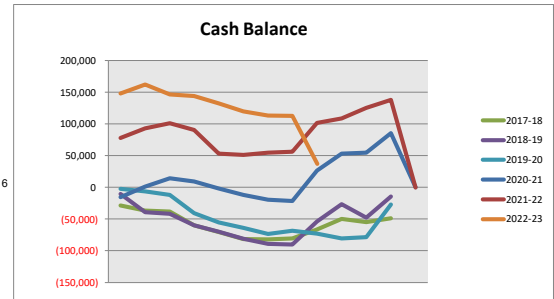
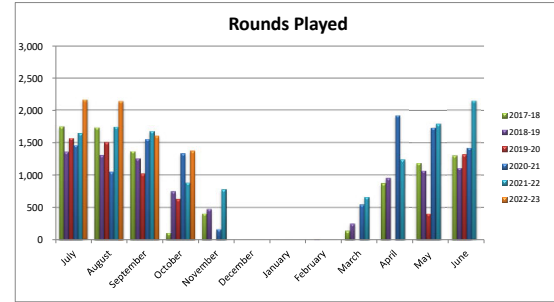
(2) Purchase Rough Mower \$10,200

(3) Pump repair \$22,206 (\$34,980 in accounts payable booked in 2014-2015, cash out in 2015-2016)

(4) City transferred \$48,692 to Golf Course to remove negative cash

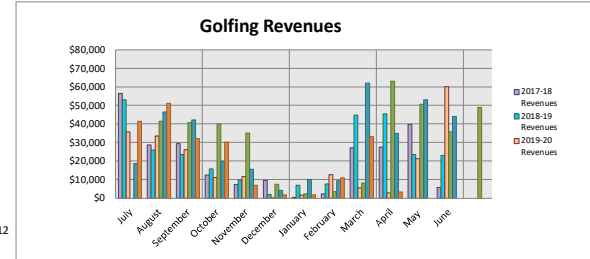
(5) City transferred \$14,680.88 to remove negative cash (Total transfer for year \$45,632.88)

(6) Cash balance used for flood repairs - reimbursed by insurance and purchase of new mower



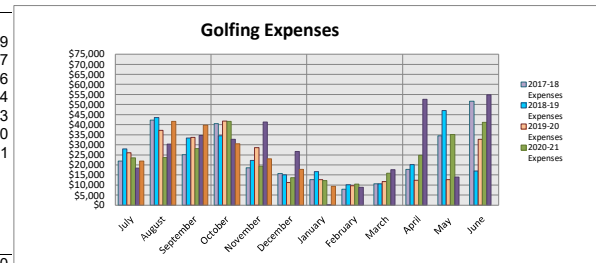
GOLF COURSE
Revenue (\$)

	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Revenues	Revenues	Revenues	Revenues	Revenues	Revenues	Revenues	Revenues	Revenues
July	\$87,642 1	\$56,462 1	\$67,065 1	\$53,062	\$35,712	\$41,512	\$18,704	\$41,395
August	\$50,876	\$28,757	\$33,486	\$25,976	\$33,491	\$40,828	\$46,435	\$51,112
September	\$31,187	\$29,301	\$23,244	\$23,555	\$26,137	\$40,022	\$42,131	\$32,067
October	\$17,134	\$12,538	\$16,101	\$15,712	\$11,107	\$34,987	\$19,852	\$30,189
November	\$7,544	\$7,274	\$5,240	\$9,717	\$11,607	\$7,457	\$15,500	\$7,000
December	\$5	\$9,569	\$4,865	\$1,893	\$100	\$2,270	\$4,144	\$1,791
January	\$5,290	\$387	\$9,634	\$6,897	\$1,600	\$3,408	\$9,988	\$1,750
February	\$30,997	\$2,207	\$7,122	\$7,586	\$12,666	\$8,068	\$9,432	\$10,834
March	\$32,949	\$27,148	\$23,891	\$44,747	\$5,622	\$63,025	\$62,042	\$33,145
April	\$35,048	\$27,502	\$32,648	\$45,445	\$2,826	\$50,567	\$34,955	\$3,371 THROUGH 4/12
May	\$25,647	\$39,797	\$27,413	\$23,533	\$21,310	\$35,694	\$53,096	
June	\$10,525 2	\$5,740 2	\$8,999 2	\$22,918	\$60,035	\$48,816	\$44,113	
General Fund			\$48,692	\$14,681				
	\$334,843	\$246,681	\$308,399	\$295,722	\$222,213	\$376,655	\$360,390	\$212,654



Expenses (\$)

	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Expenses	Expenses	Expenses	Expenses	Expenses	Expenses	Expenses	Expenses	Expenses
July	\$37,725	\$22,204	\$21,978	\$27,952	\$26,095	\$23,522 #	\$18,457	\$21,949
August	\$54,836	\$40,668	\$42,313	\$43,502	\$37,192	\$23,640 #	\$30,272	\$41,627
September	\$43,223	\$27,251	\$25,149	\$33,420	\$33,732	\$28,143 #	\$34,622	\$39,736
October	\$38,482	\$30,455	\$40,557	\$34,460	\$41,730	\$41,634 #	\$32,700	\$30,494
November	\$27,487	\$24,076	\$18,643	\$22,200	\$28,533	\$19,411 #	\$41,302	\$23,063
December	\$15,081	\$17,947	\$15,669	\$15,148	\$11,187	\$13,700 #	\$26,623	\$17,800
January	\$7,588	\$17,425	\$12,698	\$16,652	\$12,734	\$12,183 #	\$81	\$9,371
February	\$6,376	\$11,556	\$7,847	\$10,173	\$9,662	\$10,527 #	\$8,834	
March	\$8,322	\$8,249	\$10,583	\$10,581	\$11,807	\$15,911 #	\$17,666	
April	\$21,600	\$20,289	\$17,756	\$20,114	\$12,375	\$24,828 #	\$52,624	
May	\$28,715	\$31,225	\$34,431	\$47,094	\$12,623	\$35,135 #	\$14,029	
June	* \$64,840	\$63,067	\$51,564	\$16,979	\$32,744	\$41,089 #	\$54,749	
	\$354,275	\$314,413	\$299,189	\$298,276	\$270,413	\$289,722 #	\$331,960	\$184,040
Net Profit(Loss)	-\$19,432	-\$67,732	\$9,210	-\$2,554	-\$48,199	\$86,933 #	\$28,430	\$28,614



Annual Memberships received Jan-Mar that are booked in July as revenue
(Cash received Jan-Mar, revenue recognized in July)

July 2015	\$42,929
July 2016	\$31,704
July 2017	\$42,714
July 2018	\$28,071
July 2019	\$33,629
July 2020	\$15,918
July 2021	\$25,229
July 2022	\$32,000

Annual Memberships Sold

Punch Cards Sold

2015	61	127
2016	49	153
2017	51	123
2018	37	126
2019	42	67
2020	28	154
2021	35	234
2022	37	192
2023	23	18

THROUGH APRIL 12, 2023

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Cheyenne Ratkey, Fire

Action Date: May 3, 2023

SUBJECT: Consider **Resolution No. 23-6126**, approving and authorizing the Fire Chief to execute a cooperative Fire Protection Agreement with the US Forest Service, Lassen National Forest.

PRESENTED BY: James M. Moore, Fire Chief

SUMMARY:

The purpose of this agreement is to provide reciprocal fire protection, including mutual aid, reimbursable assistance, and coordination for the prevention, detection, management, and suppression of wildland fires on property within the protection areas or jurisdiction of the City of Susanville and the Lassen National Forest.

The City of Susanville has for a considerable amount of time provided and received cooperative mutual aid fire protection from the Lassen National Service. Susanville Fire Department and the US Forest Service, Lassen National Forest, have been working together to update the agreement with changes to administration contacts, updated maps of the city limits, and salary reimbursement schedules.

This Agreement will be executed as of the date of the last signature and is effective through December 31, 2024, at which time it will expire unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

FISCAL IMPACT: None

ACTION REQUESTED: Motion to approve Resolution No. 23-6126, approving and authorizing the Fire Chief to execute a cooperative Fire Protection Agreement with the US Forest Service, Lassen National Forest.

ATTACHMENTS:

[23-6126.pdf](#)

[23-FI-11050600-003_Susanville Local Cooperative Fire Protection_GA Signed.pdf](#)

FS Agreement No. 23-FI-11050600-003

Cooperator Agreement No. _____

**LOCAL
COOPERATIVE FIRE PROTECTION AGREEMENT
Between The
CITY OF SUSANVILLE
And The
USDA, FOREST SERVICE
LASSEN NATIONAL FOREST**

This LOCAL COOPERATIVE FIRE PROTECTION AGREEMENT is hereby entered into by and between the City of Susanville, hereinafter referred to as “the Cooperator,” and the United States Department of Agriculture (USDA), Forest Service, Lassen National Forest hereinafter referred to as the “U.S. Forest Service,” under the Reciprocal Fire Protection Act of May 27, 1955 (42 USC 1856a), as amended.

I. PURPOSE:

The purpose of this agreement is to provide for reciprocal fire protection, including mutual aid, reimbursable assistance, and coordination for the prevention, detection, management, and suppression of wildland fires on property within the protection areas or jurisdiction of the parties that are signatory to this agreement.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service has the responsibility for fire protection, which includes prevention, detection, management, and suppression of wildland fires on **LASSEN NATIONAL FOREST** administered lands and has an interest in protection and suppression of wildland fires on adjacent or intermingled State and private forested land.

The U.S. Forest Service does not respond to structure fires, vehicle fires or traffic accidents. However, the U.S. Forest Service may, as available, respond to such incidents for wildland fire suppression activity when adjacent lands or property covered under this agreement are threatened by fire from such incidents.

The Cooperator is a fire organization that has the responsibility of maintaining fire protection facilities in the vicinity of **LASSEN NATIONAL FOREST** administered lands, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection.

Therefore, it is mutually advantageous, in their mutual interest, and in the public interest, for the parties to coordinate their efforts in the prevention, detection, management, and suppression of



wildland fires in and adjacent to their areas of responsibility to limit duplication and improve efficiency and effectiveness.

In consideration of the mutual commitments and conditions herein made, the parties agree as follows:

III. TERMINOLOGY, EXHIBITS, AND SUPPLEMENTS:

- A. Words and phrases used herein may have different meanings or interpretations for different readers. To establish a common understanding, some words and phrases as used herein are defined in the text of this agreement. Where there are inconsistencies, the hierarchy of terminology will be those defined by statute, those defined by regulation, those defined in policy, those defined in this agreement, those defined in the [National Wildfire Coordinating Group \(NWCG\) Glossary of Wildland Fire Terminology](#), and then all other agency and interagency documentation.
- B. The following exhibits are incorporated into this agreement:
 - Exhibit A – Map of Protection Areas and Boundaries
 - Exhibit B – Protection (Operating) Plan
 - Exhibit C – Fire Supplemental Project Agreement
 - Exhibit D – Cost Share Agreement
- C. Exhibit A must be completed and attached to this agreement prior to execution. The exhibit must illustrate the protection areas of the signatory parties, along with the scope of initial attack and associated mutual aid zones.
- D. Exhibit B must be completed and attached to this agreement prior to execution. The exhibit must include a narrative description and/or a list of resources that document protection planning for operational efficiencies. Refer to VI-A-Protection (Operating) Plan for additional consideration.
- E. Exhibits C and D are provided for standardized format and are intended to supplement this agreement. Completion and execution of Exhibit C or D does not require formal modification to this agreement. However, nothing in Exhibits C and D should conflict with the authority and provisions of this agreement.
- F. The parties may attach other exhibits or operational information for reference so long as the additional exhibits and information do not conflict with the authority and provisions of this agreement.

IV. RECIPROCAL FIRE PROTECTION:



- A. The responsibilities of the parties to this agreement shall be distinguished as follows:
- **Jurisdictional Party** – Entity having land and resource management responsibility for a specific geographical or functional area as provided by federal, state or local law. Under no circumstances may a Jurisdictional Party abdicate legal responsibilities as provided by federal state, or local law.
 - **Protecting Party** – Entity responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract or authorized agreement.
 - **Supporting Party** – Entity providing suppression resources to assist a Protecting Party or a Jurisdictional Party.
- B. RECIPROCAL (MUTUAL AID) FIRE PROTECTION.
- B. RECIPROCAL (MUTUAL AID) FIRE PROTECTION.** The parties shall establish a map depicting reciprocal initial attack zones and mutual aid fire protection for lands of intermingled or adjoining protection responsibility. The map must be attached to this agreement. Within such zones, a Supporting Party will, upon request or voluntarily, take initial attack action in support of the Protecting Party. The Protecting Party will not be required to reimburse the Supporting Party for costs incurred following the initial attack dispatch of any resource to the fire for the duration of the mutual aid period. The length of the mutual aid period is usually 24 hours, but no less than 12 hours.
- The length of the mutual aid period for this agreement is 12 hours. If the duration of the response **exceeds 12 hours** the cooperator will be reimbursed beginning at the time of initial dispatch.
- C. REIMBURSABLE FIRE ASSISTANCE. The Protecting Party may request suppression resources from the Supporting Party beyond initial attack or mutual aid period within the protection area or jurisdiction of the parties that are signatory to this agreement. Such suppression resources when dispatched to, and assigned a resource order number for, the incident shall be reimbursed by the Protecting Party.
- D. WAIVER OF CLAIMS. Pursuant to 42 U.S.C. 1856a et seq., each party to this agreement hereby waives any claim against any other party for loss or damage of its property and/or personal injury or death of its employees or agents occurring as a consequence of the performance of this agreement; provided, this provision shall not relieve any party from responsibility for claims from third parties for losses for which the party is otherwise legally liable. This provision pertains to the parties that are signatory to this agreement and does not pertain to claims advanced by third parties.

Claims requesting compensation for property loss or damage, personal injury, or death resulting from the negligence or other wrongful acts of employees performing under this agreement will be received by the Jurisdictional Party and forwarded to the hiring, or home agency of the allegedly negligent employee for processing. Nothing in this



paragraph requires or implies any one is liable for any specific claim. Any liability for any claim will be based on this agreement and applicable law.

Employee claims for loss of or damage to personal property must be submitted to the Jurisdictional Party and then forwarded to the hiring, or home agency of the employee for processing in accordance with the hiring organization or agency's administrative procedures.

- E. LOANED (OR SHARED) EQUIPMENT AND SUPPLIES. The parties recognize that wildland fire suppression will often involve the use of equipment, supplies and cache items. Equipment, supplies and cache items checked out (such as pumps, hoses, nozzles, etc.) or loaned by one party and received by another party, shall become the responsibility of the receiving party. Equipment, supplies, and cache items shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general Waiver of Claims provision, the parties agree that the receiving party shall reimburse the loaning party for cost of any items expended, lost, or destroyed.

Equipment owned and operated by a party shall be the responsibility of that party. However, notwithstanding the general Waiver of Claims provision, the parties agree that when providing support for another party, the party providing support may be reimbursed for damage or repair costs to their owned and operated equipment if the damage is directly attributed to the incident and in excess of reasonable wear and tear. These costs must be authorized using a unique request and resource order number (for example a S#). When applicable, insurance claims shall be pursued prior to requesting reimbursement.

V. COOPERATION, STANDARDS, AND QUALIFICATIONS:

- A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS). The parties to this agreement will operate under the concepts in the Department of Homeland Security's (DHS) National Incident Management System (NIMS). In implementing these concepts, the parties to this agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) minimum standards as defined in the Wildland Fire Qualifications Systems Guide (PMS-310) and must arrive on incident with valid qualification documentation. For initial attack action taken within the period specified as mutual aid, all agencies (federal, state, local, and Tribal) accept each other's standards. Once jurisdiction is clearly established, then the standards of the agency(s) with jurisdiction prevail.
- B. STANDARDS. The parties to this agreement desire to achieve common standards within the parties' best interest, recognizing differing agency missions and mandates. Each party to this agreement recognizes that other parties' standards are reasonable, prudent, and acceptable. Each party shall ensure that its own standards are followed. This provision does not affect a Jurisdictional Party's land management standards.



- C. TRAINING. The parties to this agreement will cooperate to assure that training needs are met through provided courses or sessions that will produce safe and effective fire management. The intent is to champion high-quality training, to minimize training costs by sharing resources, and to standardize training. Each party will advise the other of applicable cross training opportunities for personnel.
- D. COMMUNICATION SYSTEMS AND FACILITY ACCESS. The parties to this agreement may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the parties to this agreement. Such arrangement shall be approved only by authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.
- E. INTERAGENCY MOBILIZATION AND INCIDENT BUSINESS. The parties to this agreement will adhere to guidance provided in the local Dispatch Operating Guide for ordering and mobilization of resources; and the Standards for Interagency Incident Business Management published by the National Wildfire Coordinating Group (NWCG).
- F. 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 Cooperators, 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.
- G. PERSONNEL POLICY. Employees or volunteers of the parties to this agreement shall be subject to the personnel rules, laws and regulations of their respective agency or organization. Each party is responsible to ensure their employees and volunteers meet and maintain appropriate training and physical fitness qualifications and are equipped with personal protective equipment (PPE) to enable response to wildland fire activities.

VI. PREPAREDNESS, PREVENTION, AND PRESCRIBED FIRE:

- A. PROTECTION (OPERATING) PLAN. The parties to this agreement shall determine and document operational efficiencies for mutual aid and reimbursable fire assistance. This may include identifying firefighting resources, placement of crews, engines, water tenders, air tankers, helicopters, fixed and aerial detection, regulated use, closures, radio frequencies, dispatch procedures, and other joint fire control efforts.
- B. FIRE SUPPLEMENTAL PROJECT AGREEMENTS. The parties to this agreement may plan and jointly conduct cooperative projects within the scope and purpose of this agreement. These projects may involve such activities as prescribed fire/fuels



management, preparedness, fire analysis/planning, post-fire rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of fire management. Nothing in this agreement obligates the parties to offer, accept, or fund any project proposals under this agreement. Any cooperative projects entered into under this agreement must be by mutual consent of the parties and documented through execution of a Fire Supplemental Project Agreement.

- C. FIRE PREVENTION. The parties agree to cooperate in the development and implementation of wildland fire prevention programs. The parties agree to share responsibilities and materials for fire prevention activities. Materials may include posters for display in public buildings, businesses and the like. The parties will share responsibility for wildland fire protection and rural fire safety presentations and demonstrations.
- D. FIRE RESTRICTIONS AND CLOSURES. The parties will coordinate wildland fire restrictions and closures.
- E. PRESCRIBED FIRE AND HAZARDOUS FUELS MANAGEMENT. The parties to this agreement agree to communicate for planned ignitions, prescribed fire and hazardous fuels management projects.
- F. SMOKE MANAGEMENT. Within their authorities, the parties to this agreement agree to cooperate in smoke management efforts for wildland fires and prescribed fires.

VII. OPERATIONS:

- A. CLOSEST FORCES CONCEPT. The guiding principle for dispatch of initial attack suppression resources is to use the closest available and appropriate resource regardless of which party owns or controls the resources, and regardless of which party has protection responsibility or jurisdiction.
- B. FIRE NOTIFICATIONS. When responding to a wildland fire, the Supporting Party will, as soon as possible, notify the Protecting Party detailing what equipment and personnel have been dispatched to the incident location. If either party takes action on a wildland fire independently, the Supporting Party will furnish the Protecting Party a preliminary report (oral) within 24 hours of the action taken and a written incident report within ten (10) days.
- C. BOUNDARY LINE FIRES. A boundary-line fire will be the initial attack responsibility of the Protecting Parties on either side of the boundary. Neither party will assume the other is aware of the fire or is taking action. Each party will make every reasonable effort to communicate with the other concerning the fire. When both parties have arrived at the site of the fire, the parties will mutually agree to the designation of an incident command organization.



- D. **INDEPENDENT ACTION.** Unless otherwise stated as a special land management consideration, nothing herein shall prohibit either party, on its own initiative, from going upon lands known to be protected by the other party to this agreement to engage in suppression of wildland fires, when such fires are a threat to lands under that party's management or protection responsibility. In such instances, the party taking action will promptly notify the Protecting Party. Such actions will be commensurate with the land management considerations of the Jurisdictional Party, and subject to the laws and regulations of the Jurisdictional Party.

Special Land Management Consideration (if applicable). N/A

- E. **ESCAPED PRESCRIBED FIRES.** Wildland fires resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of one of the parties to this agreement shall be the responsibility of the Jurisdictional Party. If the parties to this agreement jointly conduct or manage a prescribed fire, the responsibility for suppression costs, should it escape, shall be agreed upon and documented. Unless otherwise agreed and documented in writing, all suppression costs and associated damages are the responsibility of the Jurisdictional Party. The parties to this agreement shall not hold each other responsible under this provision for escaped prescribed fires originating on private land, or on State or Federal lands not protected by one of the parties to this agreement.
- F. **PRESERVATION OF EVIDENCE.** As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire.
- G. **ACCIDENT INVESTIGATIONS.** When an accident occurs involving the equipment or personnel of a Supporting Party, the Protecting Party shall immediately notify the Jurisdictional Party. As soon as practical, the Protecting Party shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected parties, as appropriate.

VIII. REIMBURSEMENT AND USE OF COOPERATIVE FIRE RESOURCES:

- A. **LEGAL AUTHORITY – COOPERATIVE FIRE.** The parties 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 work described, which includes funds sufficient to reimburse for costs, when applicable.
- B. **APPROPRIATED FUND LIMITATION.** Nothing in this agreement shall require the parties to this agreement to obligate, to expend funds, or to enter into any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this agreement and modifications thereto, except as specifically authorized by law.



- C. COST-SHARE AGREEMENT. On multi-jurisdictional incidents and incidents which threaten or burn across protection boundaries, the parties will jointly develop and execute a written cost share agreement which describes a fair distribution of financial responsibilities. Cost shares should be reconciled, settled, and billed within 180 days from the end date of the cost share period. Only one invoice should be created by billing party for the net difference in the cost share. Once the invoice is paid, the cost share agreement is considered closed and no more settlements, invoices, or payments between the parties should occur. Any delays beyond the 180 days must be documented in writing and presented to the other party(s).
- D. ELIGIBLE FIRE COSTS. All costs incurred by the Supporting Party as reimbursable fire assistance must be adequately documented as an actual expense. The parties agree that to the extent applicable, the parties will follow the cost principles and other requirements set forth in Part 200 of Title 2 of the Code of Federal Regulations. All costs must be reasonable, allowable, and allocable. Costs must be consistently treated as either direct costs or indirect costs. Consistent treatment of costs is a basic cost accounting principle and is specifically required to assure that the same types of costs are not charged as both direct costs and indirect costs. Every effort should be made to classify costs incurred for the same purpose, in like circumstances, consistently as either direct or indirect costs.
- (1) Direct costs are those items of expense specifically identified with the delivery or completion of a project or program. General examples include, but are not limited to, personnel costs (salary and fringe benefits), equipment costs, travel, materials, supplies, and contracts.
 - (2) Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. Indirect costs are proposed as a percentage (or rate) of a direct cost allocation base such as Modified Total Direct Cost (MTDC) or direct labor. Indirect costs are also referred to as administrative costs, overhead, or burden. Examples of indirect costs may include office space, computer equipment, postage, utilities, salaries for administrative activities such as procurement, personnel, accounting, and so forth.
- E. INDIRECT COST RATES - COOPERATIVE FIRE. When indirect cost rates are applied to Federal reimbursements, the parties agree to the following:
1. If the payment recipient (Cooperator) has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
 2. For rates greater than 10%, the payment recipient (Cooperator) shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal



agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and allocation base.

3. The payment recipient (Cooperator) must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate may result in disallowed costs and repayment to the Federal agency.

F. FIRE PERSONNEL COSTS/RATES.

1. Personnel rates for salary, including overtime, shift premiums (if applicable), and fringe benefits must be consistent with each party's employment policy and regulations. All personnel time must be documented.
2. Reimbursement of personnel costs by the Protecting Party for employees of the Supporting Party is limited to actual time worked (beyond the mutual aid period), unless the Supporting Party is obligated via written labor agreement to pay for 24-hour shifts with periods of rest.
3. Standby personnel time is not reimbursable unless resource ordered.
4. Backfill costs are defined as the additional costs of replacement personnel (one level) to provide coverage for employees that have been mobilized to an incident. Unless otherwise documented as an additional net cost to the Supporting Party, regular time for the backfill employee is not reimbursable, only overtime costs are reimbursable.
5. Volunteers, by definition, are not employees and do not have a specified employment rate for hours worked. If, however, the Cooperator maintains written policy that provides for their volunteers to be mobilized to an incident for reimbursable assistance within the authority, scope, and terms of this agreement, the Cooperator agrees:
 - a. To compensate the individuals for hours worked based on current standardized published rates for emergency firefighters in the State of **CALIFORNIA**, or at hourly rates equal to, or less than, the current Federal administratively determined (AD) pay plan.
 - b. Unless exempt from Fair Labor Standards Act, these individuals will receive overtime pay for hours worked over 40 in a workweek at a rate equal to time and one half of the (base) hourly rate.
 - c. Base hourly and overtime costs are reimbursable; shift premiums, fringe benefits, and backfill costs are not reimbursable.
 - d. The rates will only apply to incident response under the terms of this agreement and will not apply to project activities carried out supplemental to this agreement.



- e. These individuals will be considered Cooperator personnel under the terms of this agreement.
- G. TRAVEL COSTS. Federal Travel Regulations (FTR) and/or agency-specific travel regulations will be utilized for all travel policies and processes. Authorized travel costs, including transportation, lodging, meals, and per diem consistent with these policies and processes are reimbursable.
- H. FIRE EQUIPMENT COSTS/RATES.
1. Costs incurred for agency- or Cooperator-owned equipment, including aircraft, when assigned to an incident or project may include operating expenses (such as fuel, oil, repairs, retardant) and/or a rate consistent with each party's written policy and regulations for use of the equipment.
 2. Standby equipment time is not reimbursable unless resource ordered.
 3. Personnel costs for operator(s) shall be applied separate from the equipment costs/rates.
 4. In the absence of a pre-determined and documented rate for use of Cooperator-owned equipment, reimbursement will be limited to the current Federal Emergency Management Administration (FEMA) Schedule of Equipment Rates for like equipment, published online at: <https://www.fema.gov/schedule-equipment-rates>.
 5. Any Cooperator equipment mobilized for reimbursable fire assistance shall be documented on an OF-297 (Emergency Equipment Shift Ticket).
- I. FEDERAL EXCESS PROPERTY PROGRAM. Federal Excess Property Program (FEPP) rates apply when federal property is loaned to the State Forester, who may place it with a local fire organization/department to improve local fire programs. If this loaned federal property is used on a federal incident or project, the Cooperator may only charge for operating costs that include maintenance, fuel, oil, etc. Costs may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges. FEPP equipment costs shall be listed separately on any invoice submitted for reimbursement.
- J. CONTRACT REQUIREMENTS – COOPERATIVE FIRE. The Federal Acquisition Regulations (48 CFR) apply to all contracts awarded by a federal agency, unless otherwise exempt. Any contract awarded by the Cooperator under this agreement, where federal funding may be provided, 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 a conflict). The Cooperator must maintain cost and price analysis documentation for potential U.S. Forest Service review. The Cooperator is encouraged to utilize small businesses, minority-owned firms, women's business enterprises and veteran owned businesses.
- K. FIRE BILLING CONTENT, INFORMATION, AND FINANCIAL CONTACTS.

The following items will be included with each invoice:



- Billing party's legal name, address, telephone number, and billing party's financial contact information.
- Proper reference to this U.S. Forest Service agreement number.
- Invoice date.
- Invoice number, if applicable.
- Incident name and incident number.
- Dates of the incident covered by the billing.
- Appropriate Firecode or charge code (if known).
- Summary cost data for the amount being billed.
- Cost-share agreement (if applicable).

Summary cost data should include a list of personnel, travel, and equipment expenses; and a listing by contractor/vendor name and amount spent for services and supplies procured.

Generally, cost source documents, including but not limited to, resource orders, OF-288 Emergency Firefighter Time Reports, and OF-297 Emergency Equipment Shift Tickets, will not be required with the billing content unless summary cost data is disputed.

Financial Information and Contacts:	U.S. Forest Service	Cooperator
Submit bills to:	Albuquerque Service Center Incident Finance 5141 Masthead Albuquerque, NM 87109 FAX: 866-816-9532 Preferred method: EMAIL sm.fs.asc_coop@usda.gov	City of Susanville 66 N. Lassen Street Susanville, CA 96130
Financial Contact: (Name, phone, and email address)	ASC Incident Finance Cooperative Agreements 877-272-7248 sm.fs.asc_coop@usda.gov	Chandra Jabbs 530-257-5112 66N. Lassen Street Susanville, CA 96130 cjabbs@cityofsusanville.org
Local Financial or Incident Business Contact: (Name, phone, email address)	Holly Cardoza 530-257-2151 holly.cardoza@usda.gov	Cheyenne Ratkey 530-257-5112 cratkey@cityofsusanville.org
Unique Entity Identifier (UEI)	G2EGL5TJE6N3	S1TDY7NBND A6
Indirect Cost Rate	13%*	19%

*U.S. Forest Service indirect cost rate applied in accordance with FSH 1909.13 Chapter 40.

- L. **FIRE BILLING TIMEFRAMES.** Except for cost-share agreement billings, the parties to this agreement will submit invoices within 60 days of the demobilization from the



incident. Extensions beyond the 60 days for invoice submittal must be presented in writing to the reimbursing party. All bills will have a payment due date within 30 days after date of issuance.

M. STANDARDS FOR FINANCIAL MANAGEMENT – COOPERATIVE FIRE.

1. Financial Reporting

The 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

Cooperators must maintain records for each incident or project which adequately identify the source and use of funds. These records must contain information pertaining to expenses related to each incident, unobligated balances, assets, liabilities, outlays or expenditures, and income. Such documents must be made available to the Federal Agency, Office of Inspector General, and the Government Accounting Office upon request.

3. Internal Controls

Effective control and accountability must be maintained for all Federal funds, real and personal property, and other assets. The Cooperator must keep written internal controls to ensure that all Federal funds received are separately and properly allocated to each incident and used solely for authorized purposes.

4. Source Documentation

Accounting records for each incident or project must be supported by source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, equipment use and cost records, contract or subaward documents, etc. Such documents must be made available to the Federal agency upon request.

N. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).

The 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 (currently at <https://www.sam.gov>).

O. OVERPAYMENT. Any funds paid to the 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 the 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 the 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.

IX. GENERAL PROVISIONS:

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

Cooperator Program Contact	Cooperator Administrative Contact
Name: Cheyenne Ratkey Address: 1505 Main Street City, State, Zip: Susanville, CA 96130 Telephone: 530-257-5152 FAX: 530-257-5535 Email: cratkey@cityofsusanville.org	Name: James Moore Address: 1505 Main Street City, State, Zip: Susanville, CA 96130 Telephone: 530-249-0029 FAX: 530-257-5535 Email: jmoore@cityofsusanville.org

U.S. Forest Service Fire Program Contact	U.S. Forest Service Program - Incident Business - Contact
Name: Peter Martens Address: 900 HWY 36E City, State, Zip: Chester, CA 96020 Telephone: 530-258-5130 FAX: 530-258-5134 Email: peter.martens@usda.gov	Name: Clare Kellett, Region 5 Address: PO BOX 148/2510 HWY 203 City, State, Zip: Mammoth Lake, CA 93546 Telephone: 541-645-0435 Email: clare.kellett@usda.gov



U.S. Forest Service Administrative Contact	U.S. Forest Service Grants & Agreements Contact
Name: Bill Miller, Forest Fire Chief Address: 2550 Riverside Drive City, State, Zip: Susanville, CA 96130 Telephone: 5330-257-2151 FAX: 530-252-6428 Email: bill.miller@usda.gov	Name: Chor Yang, Grants Management Specialist Address: 3237 Peacekeeper Way, Ste. 101 City, State, Zip: McClellan, CA 95652 Telephone: 916-640-1245 FAX: Email: chor.yang@usda.gov

B. **PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS.** All nonfederal 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 (Cooperator) 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 (Cooperator) 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.

C. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for the 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.

- D. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. The Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- E. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The 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 alleging 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."

- F. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the 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 Contact, at the address specified in this agreement.

To the Cooperator Program Contact, at the address shown in this agreement.

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

- G. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- H. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.



- I. REMEDIES FOR COMPLIANCE RELATED ISSUES – COOPERATIVE FIRE. If either party materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, either party may wholly or partly suspend or terminate the current agreement.
- J. ENDORSEMENT. Any of the Cooperator's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperator's products or activities and does not by direct reference or implication convey the Cooperator's endorsement of the U.S. Forest Service's activities.
- K. 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.
- L. NONDISCRIMINATION. 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 a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- M. ELIGIBLE WORKERS. The 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). The Cooperator shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- N. AGREEMENT CLOSEOUT – COOPERATIVE FIRE. Within 120 days after expiration date or notice of termination, the parties shall reconcile for final billing/payments and close the agreement.
- O. PROGRAM MONITORING – COOPERATIVE FIRE. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved. The parties to this agreement will meet annually to review matters of mutual concern. Program performance reports are not required for emergency response activities.
- P. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The 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 include books,



documents, accounting procedures and practice, and other data, regardless of the type or format. The 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 award 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. TERMINATION – COOPERATIVE FIRE. Either party shall have the right to terminate their participation under this agreement in whole, or in part, at any time before the date of expiration by providing 90 days written notice to the other party. If the agreement is terminated, the parties shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded or pending actions. If a party incurs costs due to the other party's failure to give the requisite notice of its intent to terminate the agreement, the Protecting party shall pay any actual costs incurred by the Supporting Party as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.
- S. ALTERNATE DISPUTE RESOLUTION. 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.
- T. DEBARMENT AND SUSPENSION. The 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 the 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.



- U. MODIFICATIONS – COOPERATIVE FIRE. 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. No party is obligated to fund any changes not properly approved in advance.
- V. COMMENCEMENT/EXPIRATION DATE – COOPERATIVE FIRE. This agreement is executed as of the date of the last signature and is effective through December 31, 2024, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

If this agreement expires during an incident, the terms of this agreement will apply until the end of the incident. The parties must execute a written modification within 30 days following the incident to properly document the time extension. No other changes shall be retroactively applied for this time extension.

All Fire Supplemental Project Agreements must be completed within the timeframe of this agreement. However, if this agreement is replaced or superseded by a new agreement, current Fire Supplemental Project Agreements may remain in effect to the extent they do not conflict with the provisions of the new agreement, but only until such time that the Fire Supplemental Project Agreements can be completed or modified to be incorporated under the terms of the new agreement.

- W. 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.

JAMES MOORE, Fire Chief
City of Susanville

Date

DEB BUMPUS, Forest Supervisor
U.S. Forest Service, LASSEN NATIONAL FOREST

Date

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

CHOR YANG
U.S. Forest Service Grants Management Specialist

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.

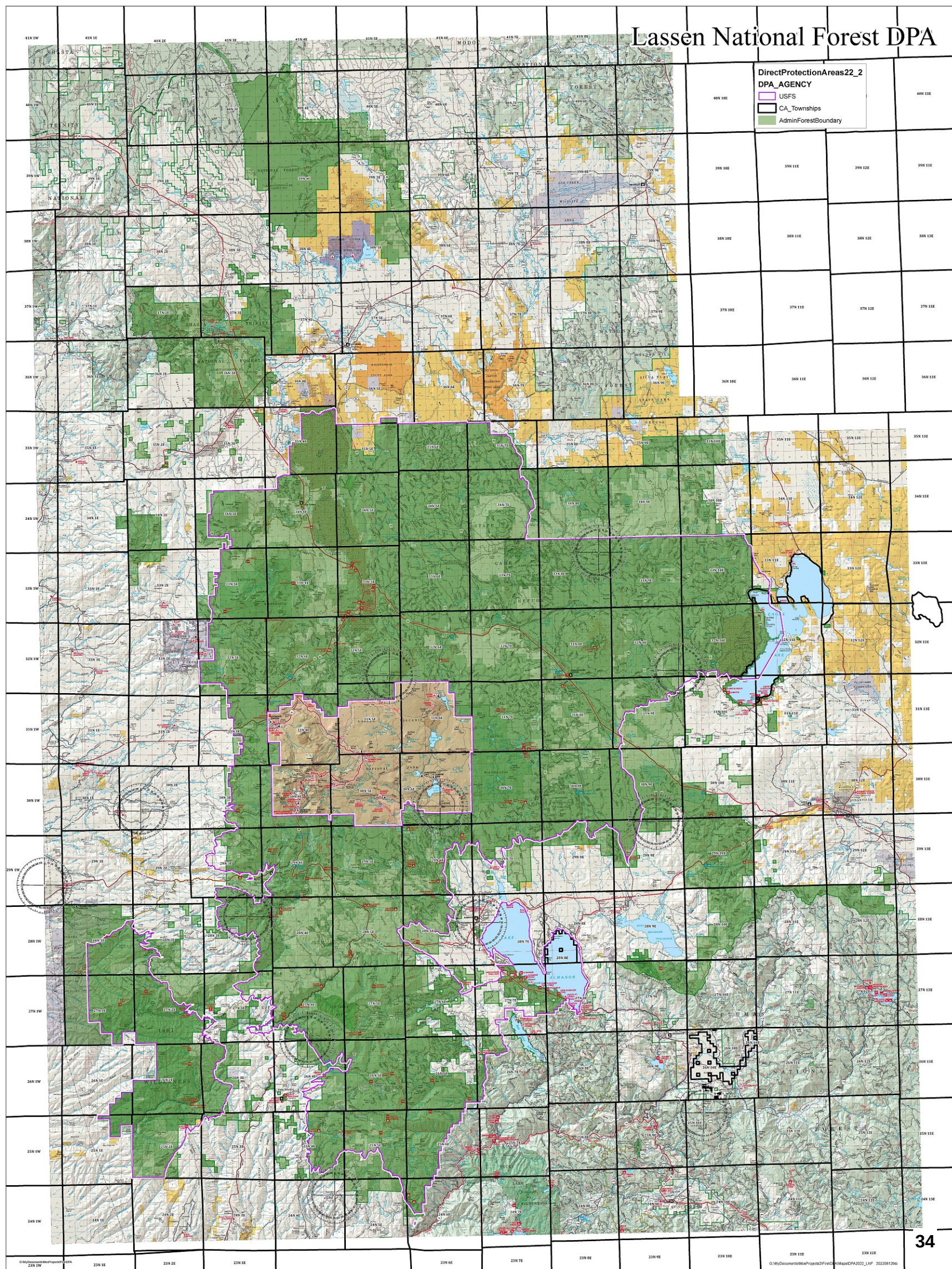
The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political 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.



Exhibit A – Map of Protection Areas and Boundaries

Lassen National Forest DPA



014 942 204
178 597 140

NAME: Susanville city (77364)
ENTITY TYPE: Incorporated Place
ST: California (05)
CO: Lassen (035)

INDEX OR PARENT SHEET #: 000

INSET SHEET # 000000

2010 INCORPORATED PLACE REF MAP (IN)

S 1701 06000773640

35
VISIONS
2020

DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL
Interstate		Water Body	
U.S. Highway		Swamp or Marsh	
State Highway		Glacier	
Canal or Irr.		Impound, Dredged, or Filled-in Land	
Geographic Office or Community		College or University	
ADOT Truck, Railway, Air, or Railroad Station		Military	
Railroad		Swamp or Inland Shrubland	
Highway or Freeway		Canalway	
Dike or Fence		General Office	
Property Line or National Boundary		Industrial Park or Plant	
Financial District		Other Park	
Interstate Street		Church, Chapel, or Place	
Mountain Peak or Hill			

Where state, census and/or MCD/CDF boundaries coincide, the map shows the boundary symbol for only the highest ranking of these boundaries. Where American Indian reservation and American Indian tribal subdivision boundaries coincide, the map shows only the American Indian reservation boundaries.

Entity names are followed by either their FIPS code or census code; parentheses indicate a census code.

1 "MCD" indicates a false MCD. These are for Census Bureau use only.

2 The CDF and CDF boundaries represent statistical entities only and are not updated through the BAS.

3 Incorporated place name color corresponds to the incorporated place fill color.

The Census Bureau stores primary and alternate road names, but only primary road names are used to label the roads on these maps.

OFF-RESERVATION TRUST LAND NAMES
T4060 Susanville

For Census Use Only

NPC PROCESSING SHEET CHANGES

State Code _____ County Code _____

Changes (circle) N B C F A J PL AL

late DOC Y N

Other Entity Affected _____ Type of Change (circle)

_____ F F A L J

_____ F F A L J

_____ F F A L J

_____ F F A L J

Key to Adjacent Sheets

1	2	
3		

Sheet 2 of 4 PARENT sheets
Total Sheets: 5 (Index 1; Parent 4; Inset 0)
NAME: Susanville city (77364)
ENTITY TYPE: incorporated place
ST: California (00)
CQ: Lassen (035)

INDEX OR PARENT SHEET #: 002
INSET SHEET #: 000000

2019 INCORPORATED PLACES MAP (PARENT)



51731 0600077364062000000

37
VOLUME
2020

Where state, county, and/or MCD/CDD boundaries coincide, the map shows the boundary symbol for the highest ranking of these boundaries. Where American Indian reservation and American Indian tribal sub-division boundaries coincide, the map shows only the American Indian reservation boundary.

Setby names are followed by either their FIPS code or census code parentheses indicate a census code.

- 1 MCD's indicate a false MCD. These are for Census Bureau use only.
- 2 The CDD and CDF boundaries represent statistical entities only and are not updated through the BAS.
- 3 Incorporated place name color corresponds to the incorporated place fill color.

Due to space limitations, some road names, along with other feature and geography names on the map may not be shown.

The Census Bureau shows primary and alternate road names, but only primary road names are used to label the road on these maps.

BAS SIGNATURE BOX	
The corrected boundaries shown on the map are accurate as of January 1, 2020.	
Print Name	
Position	
Signature	
Telephone	Date

For Census Use Only

NPC PROCESSING SHEET CHANGES

State Code _____ Country Code _____

Charge(s) (circle) N B C F A J PL M.

LAST YES Y N

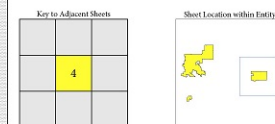
Other Entity Affected _____ Type of Charge (circle)

_____ E F A L J

_____ E F A L J

_____ E F A L J

_____ E F A L J



Sheet 4 of 4 PARENT sheets
Total Sheets: 5 (Index 1; Parent 4; Inset 0)

NAME: Susanville city (77364)
ENTITY TYPE: Incorporated Place
ST: California (06)
CO: Lassen (035)

INDEX OR PARENT SHEET #: 004
INSET SHEET #: 000000

2019 INCORPORATED PLACE MAP (PARENT)

517010600077364004000000

39

VOLUME 202

All legal boundaries and names are as reported through the 2019 Boundary and Identification Survey (BAS). The boundaries shown on this map are for Census Bureau statistical data collection and tabulation purposes only; their depiction and designation for statistical purposes does not constitute a determination of jurisdictional authority or rights of ownership or entitlement.

Data Source: U.S. Census Bureau's MA/TIGER database (BAS20, November 2019)
Created by Geography Division: December 30, 2019

U.S. DEPARTMENT OF COMMERCE U.S. Census Bureau

Project: Allen/Sigatoka Cove
(Ocean M403)
Schematic: Q55-80
1:50,000 Standard Parallel: 34°06' 30"
2: Standard Parallel: 40°15' 30"
Contour Interval: 119.18 m
Latitude of Projector's Origin: 32°33'
False Easting:
False Northing:0



EXHIBIT B – Protection (Operating) Plan

Instructions: The format of this exhibit is not defined. However, the exhibit shall only include programmatic, operational information for preparedness and protection planning that meets the scope and purpose of the agreement. This exhibit shall not include any information that contradicts the terms and conditions of the agreement. If reimbursable rates are identified in this exhibit, they must be applied in accordance with the terms of the agreement.

Exhibit B
OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT
Between
CITY OF SUSANVILLE
and
U.S. FOREST SERVICE LASSEN NATIONAL FOREST

OPERATING PLAN

The Parties will meet annually to review the Operating Plan (OP) prior to the initiation of fire season. Any required changes to the OP will be documented by a modification to agreement # 23-FI-11050600-003. The OP will include lists of principal personnel, dispatching procedures, and any other items identified in the Agreement as necessary for efficient implementation and use. The OP will become a part of the Cooperative Fire Protection Agreement (CFPA). The OP commences as of the date of the last signature on the CFPA and will remain in effect until superseded by a new OP or upon expiration of the CFPA. On incidents, the Supporting Party shall furnish the Protecting Party, upon demand, a signed copy of the CFPA and current OP.

MUTUAL AID RESPONSE PROCEDURES

Mutual aid is the initial attack response by both The Department and U.S. Forest Service suppression resources that are identified in each Party's Emergency Command Center's run cards or computerized automated dispatch system (CAD). The Protecting Party will not be required to reimburse the Supporting Party for initial attack actions taking place in these areas within the First 12 **hours** (as identified in the Agreement) following initial dispatch of suppression resources. All assistance beyond this "Mutual Aid" period will be reimbursable fire assistance.

The U. S. Forest Service agrees to send the following resources initial attack response (minimum):

High Response Level	Moderate Response Level	Low Response Level
Engine T3 (2 if available)	Engine T3 (2 if available)	Engine T3 (1 if available)
Water Tender (1 if available)	Water Tender (1 if available)	

Any resources beyond this will be negotiated as reimbursable fire assistance. When the U. S. Forest Service is at draw down, resources dispatched will be modified.

The Department agrees to send the following resources to the U.S. Forest Service as Automatic Aid to areas within the defined Mutual Aid Zone (MAZ).

Susanville Fire Department response agrees to send the following resources initial attack response (minimum). **All resources available for initial response.**

When the Department is at draw down, resources dispatched may be modified.

Aircraft (fixed and rotary-winged) including pilot(s) shall always reimbursable fire assistance, EXCEPT when the response is under a unified command and the fire threatens both local and federal jurisdictions. Fiscal responsibility for all aircraft will be determined by the ordering process, utilization and cost share agreements.

DESCRIPTION OF U.S. FOREST SERVICE DIRECT PROTECTION AREA (DPA)

The U.S. Forest Service has the responsibility for prevention, protection, and suppression of wildland fires on National Forest administered lands, and on adjacent or intermingled State and private forested lands as identified through CFPA.

The Department agrees to send resources to the U.S. Forest Service as Automatic Aid to areas within the defined Mutual Aid Zone (MAZ) with no reimbursement for the first 04 HOURS.

SEE EXHIBIT A

DESCRIPTION OF THE DEPARTMENT'S DIRECT PROTECTION AREA (DPA)

The Department has the responsibility for prevention, protection and suppression of structure and other non-Wildland fires within the established fire district. These structures and lands protected by the Department are intermingled or adjacent to lands protected by the U.S. Forest Service.

CLOSEST FORCES

The Department and the U.S. Forest Service agree to adopt the "Closest Forces" concept for initial attack. This philosophy dictates that the closest available appropriate resource regardless of ownership shall be utilized initially. The emphasis to get the closest appropriate resources to respond to initial attack fires is in the best interest of both Parties. This concept of "Closest Forces" will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "Closest Forces" concept is modified and the Protecting Party will request the most appropriate resource to aid in the suppression of a wildfire.

SINGLE POINT RESOURCE ORDERING

All requests for emergency assistance and incident support must be clear and precise and shall be processed and recorded through a single dispatching center identified by the Incident

Commanders of both Parties (Unified Command) and supported by order and request numbers. Any resources ordered outside of the Unified Ordering Point (UOP) will be considered voluntary contribution to the incident and will not seek reimbursement.

When ordering resources, it should be identified on the resource order, under “special considerations,” when ordering for a specific agency mission need, even if/when going through another agency ordering point.

COMMUNICATIONS AND FREQUENCY MANAGEMENT

The Parties agree to utilize the frequencies assigned by the Emergency Command Centers for the management of an incident. This includes the assigned Command and Tactical Frequencies. In the case where the Parties' administrative frequencies have not been assigned for those purposes, the use of those frequencies must be temporarily suspended. While away from the home geographic area and traveling to and from an incident, the Parties agree to suspend the use of their respective pre-assigned frequencies. These frequencies are licensed through the Federal Communications Commission for specific geographic areas and are not to be used outside those areas. Family recreational "walkie-talkie" type radios are prohibited from use while traveling to and from an incident or while on any federal incident.

SHARING FREQUENCIES

The Department/U.S. Forest Service authorizes the use of the following frequencies. These frequencies will be used for fire/emergency only within or adjacent to the Department's responsibility area.

APPENDIX I

These frequencies will be used for fire/emergency only within or adjacent to the *Department/U.S. Forest Service's* responsibility area.

APPENDIX II

OPERATIONAL & DUTY OFFICER CONTACTS

DEPARTMENT DUTY OFFICER CONTACT

James Moore, Fire Chief, (530)-257-1060
Tom Hernandez, Assistant Fire Chief, (530) 257-5152
Rob Brown, Captain, (530) 257-5152

U.S. FOREST SERVICE DUTY & LINE OFFICER CONTACT

Peter Martens, Fire Management Planning Specialist, (530) 310-3526
Dustan Mueller, Forest Assistant FMO, (530) 310-3548
Bill Miller, Forest FMO, (530) 260-6592
Dan Varney, Eagle Lake District FMO, (530) 250-7247
Deb Bumpus, Forest Supervisor, (530) 252-6600

CICCS/ICS QUALIFIED LIST

The list of qualified personnel is maintained by the Department's Command /Dispatch Center. The

resources may be available on a reimbursable fire assistance basis depending on Party's drawdown and commitments.

THE USE OF TRAINEES

Both Parties agree to the use of trainees when practical; however, the automatic dispatch of or use of trainees will not occur without prior approval of the hosting unit or Incident Commander.

All Department trainees will be the cost responsibility of the sending unit.

STRUCTURE DEFENSE

When the local agency's resources are exhausted and need to be augmented for structure defense, as determined and negotiated by the unified incident commanders in consultation with Agency Representative and Agency Administrator, the Federal Agency having DPA responsibility may bear the cost of the augmentation.

REIMBURSEMENT Personnel & Equipment - Outlined in agreement under:

VIII REIMBURSEMENT AND USE OF COOPERATIVE FIRE

RESOURCES:

For Reimbursement under the terms of this CFPA all resource orders must be dispatched and processed by the LASSEN NATIONAL FOREST , Communication Center, when not in Unified Command. Any request not dispatched or processed by this ECC will not be reimbursed under this local agreement.

U.S. Forest Service Personnel and Equipment:

Reimbursable U.S. Forest Service costs will include actual costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described as reciprocal initial attack as identified herein, and independent action situations). The Department will be billed for support to incidents that are the jurisdictional responsibility of the Department.

The Administrative Rate for the U.S. Forest Service is published in the agency's Annual Program Direction.

REIMBURSEMENT RATES AND METHODOLOGY (Aviation)

Federal Excess Property Program (FEPP) Equipment

Under the FEPP program, FEPP rates apply when federal property is loaned to the State Forester, who may place it with local fire departments to improve local fire programs. If this loaned federal property is used on a U.S. Forest Service incident, the Department will only charge the U.S. Forest Service operating costs that include maintenance, fuel, oil, etc. Charges may not

include amortization, depreciation, replacement costs, modification start-up costs, or related charges.

Aircraft

Aircraft utilization will always be reimbursable fire assistance upon request from the U.S. Forest Service. Reimbursable fire assistance will be negotiated for aircraft utilization for mutual threat incidents. Flight and stand-by rates for aircraft will be developed, agreed to in advance, and published annually herein, utilizing the rates and/or methodology utilized by the California Department of Forestry and Fire Protection (CAL FIRE). Reimbursable fire assistance rates and reimbursements for aircraft will be based on the following guidelines:

1. Fixed Wing

Reimbursements will be based on aircraft rate which includes pilot costs. The Air Tactical Group Supervisor ("ATGS") will be itemized separately. ATGS Stand-by rates will be determined based on personnel costs.

2. Helicopter

Reimbursement will be based on CAL FIRE Type 2 helicopter rate (same CAL FIRE UH-1H Super-Huey specification and cost basis) which includes pilot costs. Helitack crew with Helitender, Fuel Truck and chase vehicle (e.g. 1-Ton Pickup) will be itemized separately. Flight Crew and Crew Carrying Vehicle (CCV) will also be itemized separately.

ITEMS NOT REIMBURSABLE

The following items are not reimbursable in the execution of this Agreement and are considered standard personal support supply/equipment.

- Laptop Computers
- Incident position support kits
- Calculators
- Printers
- GPS units
- Cell phones (except as provided below)
- Personal telephone charges
- Support items normally available in Supply Unit, e.g. tents, sleeping bags, pads, watercoolers, etc.

DURATION OF ASSIGNMENTS

Consideration must be given to the health and safety of personnel when assigned to fires of long duration. It is agreed that duration of assignments is dictated by each Party's policy. Extension of assignments beyond the Supporting Party's policy may be requested. It is the responsibility of the Protecting Party to request relief personnel in advance of the Supporting Party's policy time limit.

The Protecting Party is further responsible for the transportation costs of moving personnel to the fire and returning those relieved personnel back to their home stations. In all cases, the Department and

U.S. Forest Service agree that their Incident Commanders will release suppression resources to their primary mission responsibilities as soon as priorities allow.

REST AND RECUPERATION

The National Wildfire Coordinating Group (NWCG) establishes Rest and Recuperation (R & R) guidelines that govern R & R on all Federal incidents. These guidelines may change throughout the year depending on fire activity and physical condition of fire resources. Department personnel assigned to a U.S. Forest Service incident may be given R & R during the incident in which case the R & R is in pay status and charged against the incident. However, if the Department wishes to grant their personnel R & R upon their return to home, the R & R is not compensable under the terms of this agreement.

AIR BOTTLE SUPPORT

The Department agrees to refill breathing apparatus bottles when requested by the U.S. Forest Service subject to compliance with all laws and policies pertaining to breathing apparatus.

NON-WILDFIRE INCIDENTS

The Department has jurisdictional responsibility for all non-wildfire emergencies within its protection area even when these areas include U.S. Forest Service DPA. The only exceptions are for those emergency incidents under the jurisdiction of the California Highway Patrol, County Sheriff, California Department of Fish & Game and the U.S. Coast Guard.

FIRE PREVENTION

JOINT PRESS RELEASES Develop joint press releases on cooperative fire protection issues to ensure that the interests of both Parties are adequately addressed.

SMOKEY BEAR PROGRAM The Parties will cooperate in the delivery of Smokey Bear programs.

LOCAL EDUCATION PROGRAMS The Parties agree to cooperatively conduct local school and other fire prevention education programs.

FIRE PREVENTION SIGNS Coordination and placement of fire prevention signs should be coordinated by both Parties in order to prevent duplication of effort and sending mixed messages. This is especially important for fire danger rating signs.

LOCAL EVENTS The Parties agree to cooperative conduct fire prevention programs at local community events.

BURNING AND CAMPEIRE PERMITS

In accordance with current instructions, permits for campfire (CDF form LE-63), dooryard premises burning (CDF form LE-62), and other burning (CDF form LE-5) (except vegetation management program and brushland conversion burning (CDF form LE;-7) on State Responsibility lands in Federal Agency DPAs will be issued by the Federal Agency or local fire protection district personnel authorized to do so by the Director of CDF. If both parties' personnel are authorized to issue campfire and burning permits by CDF, both Parties agree to issue burning and campfire permits for each other's DPAs. Both Parties agree to notify one another when burn permits are issued. Fire Restrictions, Red Flag or other situations that may affect the safe execution of campfire and/or burn permits will be shared by each Party.

NON-FIRE PROJECT USE OF RESOURCES

Each of the Parties may jointly conduct appropriate mutual interest projects. These projects may include but not limited to hazardous fuels reduction (i.e.: prescribed fire burn and prep., thinning, etc.) and facility/compound maintenance. Any shared cost or reimbursement will be governed in accordance with a Supplemental Project Agreement signed by each Party prior to the start of the project.

WILDLAND FIRE DECISION SUPPORT SYSTEM (WFDSS)

U.S. Forest Service policy requires the use of "Wildland Fire Decision Support System" (WFDSS) for all fires on or threatening U.S. Forest Service administered lands that have escaped initial attack. In Unified Command situations the U.S. Forest Service will include the Department's input into the development of control objectives, strategy and priorities.

REPAIR OF SUPPRESSION ACTIVITY DAMAGE

Repair of suppression related activity damage (e.g., spreading of dozer berms, installations of water bars, minor road repairs, minor fence repair, etc.) will normally be done by the Party with direct protection responsibility for the fire as an integral part of overhaul/mop-up. Any rehabilitation beyond this level may be the responsibility of the landowner.

MAPS TO SUPPORT ANNUAL OPERATING PLAN

On an as needed basis, maps needed to support this OP will become attachments to the OP as Exhibit A through a modification to the CFPA. These may include the DPA boundary, fire protection facilities by Party and location, pre-planned "Mutual Aid" initial attack response areas, "Mutual Aid Move-up and Cover" facilities or special management consideration areas.

APPENDIX I

CITY OF SUSANVILLE FIRE DEPARTMENT FREQUENCY ASSIGNMENT

The Department agrees to authorize use by the Forest Service of the following frequencies:

Function	Name	RX Freq.	RX Tone	TX Freq.	TX Tone	Remarks
COMMAND NET(s)	Lassen Co. Fire	154.2700		154.2700	1, 3, 4	
TACTICAL NET(s)	White 1	154.2800		154.2800		
Tone Guard	1.	110.9				
	2.	123.0				
	3.	131.8				
	4.	136.5				
	5.	146.2				
	6.	156.7				
	7.	167.9				
	8.	103.5				
	9.	100.0				
	10.	107.2				
	11.	114.8				
	12.	127.3				
	13.	141.3				
	14.	151.4				
	15.	162.2				
	16.	192.8				

APPENDIX II
LASSEN NATIONAL FOREST FREQUENCY
ASSIGNMENTS

The Forest Service agrees to authorize use by the Department of the following frequencies:

Function	Name	RX Freq.	RX Tone	TX Freq.	TX Tone	Remarks
COMMAND NET(s)	LNF LIST	164.8000		173.1875		TX as direct, RX on LNF Repeat
	LNF DIRECT	173.875		173.875		
	LNF REPEAT	173.875		164.8000	Select 3, 7, 8	
TACTICAL NET(s)	NIFC TAC 2	168.2000		168.2000		
	R5 TAC 4	165.5500		165.5500		ALM secondary Tac
	R5 TAC 5	167.1125		167.1125		H.C.. secondary Tac
	R5 TAC 6	168.2375		168.2375		E.L. Secondary Tac
	Air/Ground 43	167.6000		167.6000		
Tone Guard	1.	110.9	Dyer Mountain			
	2.	123.0	Widow Mountain			
	3.	131.8	West Prospect			
	4.	136.5	Antelope			
	5.	146.2	Turner			
	6.	156.7	Bald Mountain			
	7.	167.9	Little Antelope Mountain			
	8.	103.5	Lassen Peak			
	9.	100.0	Lyons Peak			
	10.	107.2				
	11.	114.8				
	12.	127.3				
	13.	141.3				

These frequencies will be used for fire/emergency only within or adjacent to the Forest Service's responsibility area.

**Exhibit C – Fire Supplemental Project Agreement**FS Supplemental Project Agreement No. (a)Cooperator Project Agreement No. (b)**FIRE
SUPPLEMENTAL PROJECT AGREEMENT****Between****(c)****And****(d)**

This Fire Supplemental Project Agreement (SPA) is hereby made and entered into by and between (e) , hereinafter referred to as “the Cooperator,” and (f) , hereinafter referred to as the U.S. Forest Service under the Reciprocal Fire Protection Act of May 27, 1955, (42 U.S.C. 1856a) and under the provisions of the Local Cooperative Fire Protection Agreement No. (g) , executed between the Parties.

Project Title: (h)

I. BACKGROUND:

As referenced above, the Parties entered into a Local Cooperative Fire Protection Agreement. The Agreement allows the parties to cooperatively conduct projects or share resources for fire protection and prevention, which includes such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of fire management.

II. PURPOSE:

The purpose of this SPA is to document the Parties’ contributions and cooperation regarding (i) . This project is further described in the hereby incorporated Financial and Project Plans, attached as Exhibits (j) .

III. THE COOPERATOR SHALL:

- A. Perform in accordance with the terms of this SPA and with the Financial and Project Plans, Exhibits (j) .



- B. Bill the U.S. Forest Service for actual costs incurred, not to exceed (k)\$, as agreed to in the attached Financial Plan.
- C. Upon presentation of a Bill for Collection, reimburse the U.S. Forest Service for actual costs incurred, not to exceed (l)\$, as agreed to in the attached Financial Plan.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Perform in accordance with the terms of this SPA and with the attached Financial and Project Plans, Exhibits (j) .
- B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the Cooperator for the U.S. Forest Service's share of actual expenses incurred, not to exceed (k)\$, as shown in the attached Financial Plan. The U.S. Forest Service shall make payment upon receipt of the Cooperator's (m) invoice. Each invoice from the Cooperator must display the total project costs for the billing period, including the Cooperator's share (when applicable). Cooperator 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 the Cooperator's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the SPA expiration date.

Each invoice must include, at a minimum:

- 1) Cooperator's complete legal name, address, and telephone number
- 2) U.S. Forest Service Supplemental Project Agreement number
- 3) Invoice date
- 4) Invoice number, if applicable
- 5) Performance dates of the work completed (start & end)
- 6) Total invoice amount for the billing period

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements

Send a copy to: (n)

- C. REIMBURSABLE BILLING. The U.S. Forest Service shall bill the Cooperator (m) for funds sufficient to cover the costs for the specific payment period, not to exceed (l)\$ as shown in the attached Financial Plan. All reimbursement



billings must be completed within the same fiscal year as U.S. Forest Service expenditures. Overhead is assessed at the rate of (o) percent.

Billings must be sent to: (p)

The U.S. Forest Service is required to issue bills for expenditures incurred under reimbursable agreements at the end of or prior to the end of each federal fiscal year. Therefore, an out-of-cycle bill may be received by the Cooperator.

If payment is not received to the satisfaction of the U.S. Forest Service by the date specified on the bill, the U.S. Forest Service shall exercise its rights regarding the collection of debts owed to the United States.

D. (q) SPECIAL BILLING REQUIREMENTS – FINANCIAL DOCUMENTATION.

Reimbursable billings shall be issued at the prescribed frequency based on expenditures recorded in the U.S. Forest Service accounting system for work performed. Bills for Collection reflect an aggregate amount for the billing period. U.S. Forest Service Transaction Register listing itemized expenses will be provided upon request at the end of a project or annually for long-term agreements. Provision of the Transaction Register or other supporting documentation accompanying individual bills will be limited to agreements over \$2,500, and only when Cooperator requirements are clearly defined within this clause.

The special billing requirements are: (r)

E. (s)SPECIAL BILLING REQUIREMENTS – PROGRAM DOCUMENTATION.

The U.S. Forest Service Program Manager shall provide the Cooperator with a written report that meets the Cooperator's specific documentation requirements.

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

A. (t)PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this SPA.

(u)Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

**(v) Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

- B. LIABILITY. As set forth under the provisions of the referenced Cooperative Fire Protection Agreement.
- C. (w)Mutually agree to the Burn Plan relevant to this SPA, and to any agreed upon revision thereof. Revisions to the Burn Plan that do not materially affect the purpose and/or terms of the SPA, but rather only revises the implementation of the project, do not require a modification to this SPA. The Burn Plan, and any revision thereof, is incorporated by reference into this SPA and will be maintained by and provided to the Program Contacts listed above.
- D. In the event of a conflict between the provisions of this SPA and the referenced Cooperative Fire Protection Agreement, the Cooperative Fire Protection Agreement shall take precedence.
- E. (x) 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

The 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 the Cooperator's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.



- F. (y) PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with the Cooperator's contributions shall become the property of the U.S. Forest Service, unless otherwise documented via separate authority and instrument.
- G. (z) PROPERTY IMPROVEMENTS. Improvements placed on federal land at the direction, or with the approval of, the U.S. Forest Service, becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other agency improvements. No part of this SPA entitles the Cooperator to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.
- H. PARTICIPATION IN SIMILAR ACTIVITIES. This SPA in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. ENDORSEMENT. Either Party's contributions made under this SPA do not by direct reference or implication convey endorsement of each other's products or activities.
- J. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this SPA, 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.
- K. MODIFICATION – COOPERATIVE FIRE. Modifications within the scope of this SPA 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 (aa) days prior to implementation of the requested change. No Party is obligated to fund any changes not properly approved in advance.
- L. TERMINATION – FIRE SUPPLEMENTAL PROJECT AGREEMENT. Either Party, in writing, may terminate this SPA in whole, or in part, at any time before the date of expiration. Neither Party shall incur any new obligations for the terminated portion of this SPA after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
- M. COMMENCEMENT/EXPIRATION DATE – FIRE SUPPLEMENTAL PROJECT AGREEMENT. This SPA is executed as of the date of last signature and is effective through (bb) at which time it will expire unless extended.

If the referenced Cooperative Fire Protection Agreement is superseded by a new Cooperative Fire Protection Agreement, this SPA may remain in effect to the extent that it does not conflict with the provisions of the new Cooperative Fire Protection Agreement, but only until such time that the project can be completed or modified to be



incorporated within the terms of the new Cooperative Fire Protection Agreement.

N. AUTHORIZED REPRESENTATIVES. By signature below, the Parties certify that the individuals listed in this document as representatives of each Party are authorized to act in their respective areas for matters related to this SPA.

		(cc)
(dd)	, (ee)	Date
(ff)		

		(gg)
(hh)	, (ii)	Date
(jj)		

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

	(kk)
(ll)	Date
U.S. Forest Service Grants Management Specialist	

**INSTRUCTIONS for Exhibit C - Fire Supplemental Project Agreement**

All provisions in this instrument are mandatory, unless otherwise excepted. Depending on the type of project, there may be additional provisions necessary for compliance with U.S. Forest Service directives or regulations (for example, occupancy/improvements for shared space or joint publications).

- (a) U.S. Forest Service Project Agreement No. For example: FY-FP-11RRUOSS-XXX.
- (b) Cooperator Project Agreement No. Insert Cooperator project agreement number, if applicable.
- (c) Insert name of Cooperator.
- (d) Insert name of U.S. Forest Service Unit.
- (e) Insert Cooperator name as cited above.
- (f) Insert U.S. Forest Service name as cited above.
- (g) Insert corresponding U.S. Forest Service Agreement # as identified on Cooperative Fire Protection Agreement.
- (h) Insert project title.
- (i) Enter brief project description.
- (j) Insert alpha or numeric reference to the Exhibit added that provides a Financial and Project Plan. Note: The Project Plan may include tasks/projects defined in the Operating Plan (as referenced in the Background section), or it may be a Burn Plan, if applicable.
- (k) Insert amount. If the U.S. Forest Service is not obligating funds for reimbursement to the Cooperator, then delete this provision.
- (l) Insert amount. If the U.S. Forest Service is not collecting funds from the Cooperator, then delete this provision.
- (m) Select and insert the appropriate billing cycle: monthly, quarterly, semi-annual, or annual. Note: quarterly dates (December 31, March 31, June 30, and September 30), semi-annually (March 31, and September 30) or annually (September 30 or earlier).
- (n) Insert other contact name and address, if applicable, otherwise delete.
- (o) Insert the U.S. Forest Service burden/overhead rate. Enter 'shall not be assessed' if burden is not applicable.
- (p) Enter Cooperator's name, name of point of contact, and mailing address to which billing documents should be sent.
- (q) If the U.S. Forest Service is not collecting funds, delete this provision. When U.S. Forest Service is collecting funds, the provision is optional if the Cooperator requires financial documentation. This provision alerts ASC-RACA that the U.S. Forest Service shall provide transaction registers with any billing to the Cooperator under this Agreement.



(r) Insert special billing requirements here, such as whether the billing requirements are either with each bill, upon project completion, or annually.

(s) If the U.S. Forest Service is not collecting funds from the Cooperator, delete this provision. When U.S. Forest Service is collecting funds, the provision is optional if the Cooperator requires an accomplishment or program report with each BFC. This provision alerts ASC-RACA that the U.S. Forest Service must coordinate BFCs with the PM for submission to the Cooperator.

(t) May be changed to accommodate additional contacts.

(u) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(v) Insert ALL of the requested information below. If information is unavailable, then make a good-faith effort to obtain.

(w) If a Burn Plan is not attached, remove this provision.

(x) Mandatory provision if U.S. Forest Service is reimbursing the Cooperator.

(y) If the U.S. Forest Service is not collecting funds from Cooperator, delete this provision.

(z) Mandatory provision if property improvements result from a project on federal lands.

Do not use this provision if improvements are owned by the Cooperator and covered under another instrument such as a Special Use Permit or license.

(aa) Insert a notification period that is no less than 30 days.

(bb) Insert the expiration date not greater than the expiration date of the Cooperative Fire Protection Agreement.

(cc) Insert date of signature.

(dd) Insert name of signatory official for Cooperator.

(ee) Insert Cooperator signatory official's positional title.

(ff) Insert Cooperator's organizational name.

(gg) Insert date of signature.

(hh) Insert name of U.S. Forest Service Signatory Official.

(ii) Insert U.S. Forest Service signatory official's positional title.

(jj) Insert U.S. Forest Service Region, Office, or Unit.

(kk) Insert date of signature.

(ll) Insert Grants Management Specialist's name.

**Exhibit D – Cost Share Agreement**

Incident Name				Incident Number(s)	
Cost Share Start/End					
Cause					
Incident Command Structure	Single Agency			Jurisdictions	
	Unified Command				
	I.C.s				
This Cost Share Agreement between _____ and _____ was prepared under the authority of the Local Cooperative Fire Protection Agreement number:					
It is hereby agreed that the cost basis on this incident will be shared as follows:					
Rationale used in developing this cost agreement:					
The following section is optional, but may be used if costs are calculated on a percentage basis:					
Agency		Direct Cost	Support Cost	Air/Retardant Cost	
This agreement and the apportionment contained are our best judgements of agency cost responsibilities.					
Signature			Signature		
Print Name			Print		
Agency			Agency		
Date			Date		
Phone #			Phone #		

**Exhibit D – Guidelines and Methods:**

The cost-share agreement is entered into supplemental to the Local Cooperative Fire Protection Agreement (reference provision VIII-C) and is used to define and document the basis (method) and rationale for delineating costs on a multi-jurisdictional fire.

The following guidelines should be considered when executing a cost-share agreement.

General Guidelines:

1. Agency-specific costs are not shared.
2. Responsibilities for claims is outside the scope of the cost-share agreement.
3. Rehabilitation costs are the responsibility of the jurisdictional agency.
4. The cost-share should include consideration of each agency's values at risk and policies.

Method 1: Costs can be shared proportionately based on acres burned.

Method 2: Costs between the agencies can be based on a summary of daily estimated incident costs and each agencies' proportionate share thereof. If this method is used, daily cost-shares should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.

Method 3: Costs can be shared based upon how directly fireline resources are assigned on the incident. Aircraft and retardant should be on an actual use basis where such use can be identified. Support costs and direct costs that are difficult to separate are then shared proportionally to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.

Direct Costs: All costs associated with direct fireline/fireground and operations including aircraft, except helitankers and fixed-wing airtankers and their retardant, and incident support ordered by the incident prior to completion of the cost-share agreement. Airtanker costs and associated retardant costs are direct costs but are normally calculated as a separate cost-share rate.

Support Costs: All other costs ordered by or for the incident but not defined as a direct cost. Indirect costs may include office support personnel, mobilization/demobilization centers, dispatching airbase operations, transportation from home base to camp and minor and major equipment repairs to incident assigned and damaged resources (except those costs included in equipment rental rates). Indirect costs can be shared proportionately with direct costs except where identified to be shared differently in the cost-share agreement.

AGENDA ITEM NO. 9.C
Action Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Bob Godman, Public Works

Action Date: May 3, 2023

SUBJECT: Consider **Resolution No. 23-6128**, authorizing the Finance Manager to increase the Airport budget \$6,100.00 for the purchase of new windsock tower and assembly at the Susanville Municipal Airport.

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: On Thursday, March 23rd, strong winds broke the support assembly for the middle windsock at the Susanville Airport. Staff has received three quotes and chosen to purchase a new assembly from Flight Light Inc. of Sacramento California based on the price and quality of the product. The Airport received a Cares Act Airport Grant in 2020 and this is an approved use for that grant so we will be seeking reimbursement for the windsock assembly replacement through that grant.

FISCAL IMPACT: On June 3, 2020, the Susanville Municipal Airport received a Cares Act Airport Grant in the amount of \$30,000. The wind sock replacement is an eligible use for the these grant funds, so the Airport will be seeking reimbursement for the cost of the windsock replacement from that grant. No cost to the General Fund.

ACTION REQUESTED: Motion to approve Resolution No. 23-6128, authorizing the Finance Manager to increase the Airport budget \$6,100.00 for the purchase of new windsock tower and assembly at the Susanville Municipal Airport.

ATTACHMENTS:
[Crystal Reports - Sales Order Printing.pdf](#)
[23-6128.pdf](#)



Flight Light Inc.

2708 47th Avenue
Sacramento, CA 95822, USA

<https://flightlight.com>

US: +1 800 806 3548

Worldwide: +1 916 394 2800

Bill To:

City of Susanville
471-920 Johnstonville Dr.
Susanville, CA 96130
United States
sve@frontiernet.net

Confirm To: Steve Datema

Quote

Customer Number: 01-SUS003

Quote Number: 0134440

Quote Date: 3/24/2023

Expires On: 4/23/2023

Salesperson: Darrell Grigsby

darrell.grigsby@flightlight.com

Direct Line: 1-916-330-1083

Ship To:

City of Susanville
471-920 Johnstonville Dr.
Susanville, CA 96130
United States

Notes: (570) 260-2388

		Ship Via	Terms	
		BEST WAY	Net 30 Days From Invoice Date	
Item / Description	UOM	Qty Quoted	Price	Amount
WCH-807-2-IN-120-5 L807 Size 2 Internal Lighted 120V LED Flood & L810 NVG Compatible Obstruction Light. Center Hinged Steel Pole FAA Approved	EA	1	\$5,672.64	\$5,672.64

We do not have a resale certificate (exemption number) on file for you. Please submit your exemption/certificate number if you have one. Thank you!
U.S. customers only.

Freight Will Be Charged at Shipping
We Appreciate Your Business

Manage Your Account and Track Your Order Online: <https://store.flightlight.com>

Terms and Warranty: <https://flightlight.com/terms>

Net Order: \$5,672.64

Freight: \$0.00

Sales Tax: \$411.27

Order Total: \$6,083.91 USD

WHEREAS, the City of Susanville operates the Susanville Municipal Airport; and

WHEREAS, the center field windsock suffered a catastrophic failure on March 23, 2023; and

WHEREAS, City staff have obtained three quotes for a new windsock assembly; and

WHEREAS, Flight Light of Sacramento submitted the best quote for a replacement windsock assembly.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Susanville hereby authorizes the Finance Manager to increase the Airport 7201 Fund budget by \$6,100.00 for the purchase of a new windsock assembly for Flight Light of Sacramento California.

APPROVED: _____
Quincy McCourt, Mayor

ATTEST: _____
Heidi Whitlock, City Clerk

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 3rd day of May 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Heidi Whitlock, City Clerk

APPROVED AS TO FORM: _____
Margaret Long, City Attorney

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Bob Godman, Public Works

Action Date: May 3, 2023

SUBJECT: Consider **Resolution No. 23-6129**, approving the Susanville Experimental Aircraft Association using the Susanville Municipal Airport for their 2023 Airfair scheduled for June 3, 2023, and authorizing the Finance Manager to increase the Airport 7201 budget by \$500.00 to pay for half of the liability insurance for the event.

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: The Susanville Experimental Aircraft Association , Chapter 794, is having their annual Airfair on June 3, 2023. They have contacted the City and requested that the City joint sponsor the Airfair with them. The sponsorship would include the use of the Airport for the Airfair, an increase to the Airport's budget to pay half of the liability for the event and the use of Public Work's water truck and barricades.

FISCAL IMPACT: \$500 increase to the Airport's 7201 Fund with no impact to the General Fund.

ACTION REQUESTED: Motion to approve Resolution No. 23-6129, approving the Susanville Experimental Aircraft Association using the Susanville Municipal Airport for their 2023 Airfair scheduled for June 3, 2023, authorizing the Finance Manager to increase the Airport 7201 budget by \$500.00 to pay for half of the liability insurance for the event.

ATTACHMENTS:
[2023 Airfair ask letter.docx](#)
[23-6129.pdf](#)

April 10, 2023

City of Susanville

66 North Lassen St.

Susanville, Ca. 96130

Members of the City Council:

The Susanville Experimental Aircraft Association is requesting the use of the Susanville Airport on June 3rd, 2023 for the Annual Susanville Airfair. The Airfair is joint sponsored each year by the EAA Chapter 794 and the City of Susanville, with the City providing a water truck, barricades, the facility and usually paying for half of the Insurance which is under \$500.00. Thank you for your support in the past and your consideration of this year's event.

Respectfully,

Steven Datema

Airfair Committee

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Erik Edholm, Public Works

Action Date: May 3, 2023

SUBJECT: Consider **Resolution No. 23-6130**, authorizing the City Administrator to sign a contract with Crazy J's Concrete Inc. to perform the installation of new curb and gutter along South Lassen Street using street mitigation funds

PRESENTED BY: Bob Godman, Public Works Director

SUMMARY: Crazy J's Concrete, Inc. is in a private contract to replace sidewalk at 70 S Lassen Street. City staff has determined a drainage issue with the curb and gutter along 70 S Lassen Street along with other sections of the street. City staff is looking to use street mitigation funds to correct multiple drainage issues on South Lassen Street. The contractor has agreed to do the work as time and material. Due to the project being less than \$60,000 no formal bidding process is required.

FISCAL IMPACT: Do not exceed in the amount of \$32,000 from the street mitigation funds.

ACTION REQUESTED: Motion to approve Resolution No. 23-6130, authorizing the City Administrator to sign a contract with Crazy J's Concrete Inc. to perform the installation of new curb and gutter along South Lassen Street using street mitigation funds

ATTACHMENTS:
[Resolution No. 23-6130.docx](#)

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Dan Newton, Administrative Services

Action Date: May 3, 2023

SUBJECT: Discussion regarding proclamation recognizing KSUE/JDX 75th anniversary.

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: At the April 19, 2023 City Council meeting, Councilmember Schuster requested an item be brought back for discussion regarding a proclamation recognizing a local radio station, KSUE/JDX, for 75 years of service to the community.

FISCAL IMPACT: None

ACTION REQUESTED: Discussion, direction to staff.

ATTACHMENTS:

AGENDA ITEM NO. 13.A
Discussion Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: May 3, 2023

SUBJECT: Department reports

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: The City Administrator Reports section of the agenda is designed for the Administrator and Department Heads to address the Council on a variety of topics, as needed.

FISCAL IMPACT: None.

ACTION REQUESTED: Information only

ATTACHMENTS:

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Cheyenne Ratkey, Fire

Action Date: May 3, 2023

SUBJECT: Information regarding Weed and Rubbish Deadline

PRESENTED BY: James M. Moore, Fire Chief

SUMMARY:
In preparation for wildland fire season and Independence Day, the Fire Department has determined Monday, June 26, 2023, to be the deadline for weed/fire hazard abatement. Any conditions which pose a hazard will be mitigated following Susanville Municipal Code Section 8.28 – Weed and Rubbish Abatement. Occupants or property owners may be cited for failure to comply and may be charged for any fire suppression cost after this date.

FISCAL IMPACT: None

ACTION REQUESTED: None.

ATTACHMENTS:

AGENDA ITEM NO. 14.A
Discussion Item

SUSANVILLE CITY COUNCIL AGENDA ITEM

Submitted By: Heidi Whitlock, Administrative Services

Action Date: May 3, 2023

SUBJECT: Future Council Items

PRESENTED BY: Dan Newton, City Administrator

SUMMARY: Any person may address the Council during Business from the Floor and throughout the City Council agenda's staff reports and agenda items. To encourage public participation in City Council meetings and address items brought forth to the podium by the public, staff has compiled a list from the past 3 months of City Council meetings and categorized items brought forth to the podium by date the comment was received, agenda item topic comment was received on, and public comments received during Business from the Floor for Council's review and to help staff prioritize and address public items.

FISCAL IMPACT: None.

ACTION REQUESTED: Informational item with possible direction to staff.

ATTACHMENTS:
[20230503 Items from the Podium.pdf](#)

Business From the Floor

2/1/2023	Consider respecting public who speak at podium and having staff and council speak into their microphones
2/1/2023	Consider breaking down snow berms that remain and are interfering with parking for businesses
2/1/2023	Consider supporting Lassen Family Services in raising awareness for February as Teen Dating Violence Awareness Month and wearing orange on February 8
2/15/2023	Consider effects of the proposed placement of the supportive housing on the neighboring home values and the proximity to McKinley School
2/15/2023	Consider effects of the proposed placement of the supportive housing and the concern it will increase crime in an area with a school, daycares, senior living facilities and resulting in increased traffic in area
2/15/2023	Consider concern for obtaining adequate and skilled staffing for proposed supporting housing facility
2/15/2023	Consider lack of information provided to community and surrounding area of proposed supportive housing
2/15/2023	Consider ordinance or proclamation declaring the city of Susanville a sanctuary city for the unborn
2/15/2023	Consider recent alpaca attack from dogs at large in the community and safety concern for schools
2/15/2023	Consider evaluating city's relationship with LARP
2/15/2023	Consider city investment in LARP and its activities on Pancera Plaza
2/15/2023	Consider terminating agreement with LARP if they are not non-profit
2/15/2023	Consider community concerns with placement of supportive housing on Mesa Street
2/15/2023	Consider if the community can support and provide appropriate staffing for the supportive housing facility
2/15/2023	Consider the positive impact of the community garden and the community benefit
2/15/2023	Consider Santa Paula as property location for supportive housing
2/15/2023	Consider support of Lassen County Fairgrounds grant application for a new arena
2/15/2023	Consider benefit of the garden on city property and the improvement of the space and community benefit of the garden on city property
2/15/2023	Consider farmers market benefit to community and its role as a certified market
2/15/2023	Consider increase enforcement of animal control and increase ordinance on animal containment
2/15/2023	Consider community concern with LARP and not community concern with Farmers Market activity
2/15/2023	Consider increasing city and public support to the Susanville Airport and aviation activities
2/15/2023	Consider hiring dedicated animal control officer
3/1/2023	Consider a Community Unity Team
3/1/2023	Consider funding Crossroads and Judy's House as facilities are at capacity and in bad shape
3/1/2023	Consider SB 18 when executing MOU's and projects
3/1/2023	Consider Community Garden and Farmer's Markets benefits provided to our community
3/1/2023	Consider gas discrepancy of casino gas prices and main street gas prices
3/1/2023	Consider respectfully hearing public at the podium feelings as victims of verbal abuse from council

3/1/2023	Consider LARP financials presented and consider MOU is available for public viewing
3/1/2023	Consider Community Garden's value to city property and benefit of property maintained by community volunteers
3/1/2023	Consider cancellation of MOU with LARP and give garden back to city to manage community garden project
3/1/2023	Consider the breach of public trust by various breaches of Brown Act by Council
3/1/2023	Consider building homes for displaced fire victims versus Permanent Supportive Housing
3/1/2023	Consider letter of resignation from mayor
3/1/2023	Consider positive impact and the major improvements made with Police Department recruitment
3/1/2023	Consider Community Garden services provided to the community and the positive foot traffic is has provided to the Susan River Trail and surrounded area.
3/1/2023	Consider Farmer's Markets positive impact made at Pancera Plaza with weekly market and night market
3/1/2023	Consider recent increase of small businesses supporting each other is a positive impact to community and the correlation of markets and garden
3/1/2023	Consider LARP and Community Garden's motive of creating education of, ease of and access of farming, agriculture and fresh food opportunities
4/5/2023	Consider monthly maintenance and operations costs of proposed supportive housing project
4/5/2023	Consider providing information on cost of proposed supportive housing project facility
4/5/2023	Consider difficulties on obtaining medical professionals and staffing for proposed supportive housing project
4/5/2023	Consider proposed supportive housing facilities impact on safety to community and impact on police and sheriff
4/5/2023	Consider proposed supportive housing facility hiring own facility security force
4/5/2023	Consider lack of local contractors allowed to bid on proposed supportive housing project
4/5/2023	Consider updating public on city plans for Barry Creek Reservoir
4/19/2023	Consider asking members of the public who attend meetings to refrain from snickering and talking while members are at the podium
4/19/2023	Consider council members respecting members of the public whom speak up at meetings
4/19/2023	Consider Constitution and Bill of Rights at local government rulings
4/19/2023	Consider donating helicopter sale funds to the American Legion/VFW

FUTURE COUNCIL ITEMS

Update on Charging Station
Discussion regarding MOU with Lassen Historical Society
~~**City of Susanville App**~~
Discussion on Council goal setting
~~**Discussion regarding Public Comment Options**~~
Discussion regarding American Rescue Plan Act Funding (ongoing)
~~**Update on Farmer's Market**~~
~~**Discussion regarding fireworks ordinance**~~
Discussion regarding city vehicle and equipment surplus auction

~~Update on Animal Shelter agreement (how many animals, cost of, ect.)~~

~~Discussion regarding lack of inventory of affordable low income housing in support of Lassen Family Services~~

~~Discussion regarding broadband improvements in Lassen County~~

~~Semi-annual or annually report on tax measure expenditures if tax measure passes~~

Discussion on collaboration with Lassen County and Susanville Indian Rancheria and City of Susanville to hire a liaison to collaborate with all three entities

Discussion regarding options to work with community on animal control and animal shelter agreement

Discussion regarding Councilmembers volunteering on projects

Discussion regarding Councilmember trainings

~~Discussion regarding placing signage at Community Garden~~

Discussion regarding partnership with Lassen Family Services in efforts to prioritize youth

~~Discussion regarding amendments to cannabis ordinance~~

Discussion regarding Council trainings and nepotism recusal policy trainings

~~Update on K-9 program~~

~~Discussion regarding homelessness within the community~~

Discussion regarding tier two of shopping cart ordinance

Discussion regarding increased theft within the community and increase council support to police department

~~Discussion regarding council personal social media accounts~~

Discussion regarding proclamation declaring Susanville as a sanctuary city for the unborn

Discussion regarding bringing Airport Capital Improvement Plan to council earlier in the year

Discussion proving funding to police department facility renovation

Discussion regarding banner permits

Discussion regarding dog ordinance

Discussion regarding ARPA funds and planning of use of funds

Discussion regarding street legal ATV and golf cart ordinance

Discussion regarding Veterans preference in hiring

Discussion regarding city's airport hangar current use as a city storage

Discussion regarding enforcement of shopping cart ordinance

Discussion regarding graffiti

Discussion regarding dog control and nuisance ordinance

~~Update from LARP on Community Garden~~

Discussion regarding the sale or lease of Diamond Mountain Golf Course

Update on Speed Survey

Discussion regarding LARP Agreement for Operation and Maintenance of Susanville Community Garden

Discussion regarding County housing development on city property options

Discussion regarding Memorial Park Tennis Court ordinance change to include pickleball

Update on Police Department grooming standards policy and uniform policy

Discussion regarding proclamation for KSUE 75 years of service

Discussion regarding donation to American Legion/VFW