

County of Lassen
ADMINISTRATIVE SERVICES



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August 4, 2022

TO: Board of Supervisors
Agenda Date: August 16, 2022

FROM: Richard Egan, County Administrative Officer

SUBJECT: Renewal of Community Wildfire Protection Planning Memorandum of Understanding

RECOMMENDATION: Approve and authorize Chairman to sign.

PRIOR BOARD ACTIONS: In 2014 and in 2021 the Board entered into a similar, now expired, Memorandum of Understanding (MOU) for facilitating, considering, and implementing wildfire protection planning, firewise education, and fuels treatment work, countywide. Participants in that effort included tribal, county, federal, and state jurisdictions, and with the Lassen Fire Safe Council Inc., W.M. Beaty and Associates, and Sierra Pacific Industries. This effort is also known as the "Working Group" that meets annually for identifying and prioritizing projects for protecting communities and improve forest and rangeland health in cooperation with stakeholders and property owners.

Over the past ten years, beginning in Fiscal Year 2009-2010, the Board of Supervisors has allocated approximately \$1,129,537.00 in Title III revenue for Firewise Communities activities and Community Wildfire Protection Plans.

DISCUSSION: By approving and authorizing the Chairman to sign this nonbinding agreement, the Board would "officially" reestablish the County's participation in community wildfire protection planning and related work. I have attached the MOU for your information.

FISCAL IMPACT: None.

ALTERNATIVE: Provide direction to staff.

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Choose Civility



FS Agreement No. 22-MU-11050600-001

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between
LASSEN FIRE SAFE COUNCIL, INC.

**UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND
MANAGEMENT (BLM)
ALTURAS FIELD OFFICE
EAGLE LAKE FIELD OFFICE**

**STATE OF CALIFORNIA, DEPARTMENT OF FORESTRY AND FIRE
PROTECTION (CALFIRE)**

LASSEN COUNTY

SUSANVILLE INDIAN RANCHERIA

W.M BEATY AND ASSOCIATES, SIERRA PACIFIC INDUSTRIES

And The
USDA, FOREST SERVICE
LASSEN NATIONAL FOREST
MODOC NATIONAL FOREST
PLUMAS NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Lassen Fire Safe Council, Inc., hereinafter referred to as "Cooperator;" the United States Department of the Interior, Bureau of Land Management, Alturas and Eagle Lake Field Offices, hereinafter referred to as "BLM;" the State of California, Department of Forestry and Fire Protection, hereinafter referred to as "Calfire;" Lassen County; the Susanville Indian Rancheria, W.M. Beaty and Associates, Sierra Pacific Industries,," and the United States Department of Agriculture (USDA), Forest Service, Lassen, Plumas, and Modoc National Forests, hereinafter referred to as the "U.S. Forest Service."

Background:

A collaborative process provides consistency with the goals, performance measures, and framework outlined in the 10-year Comprehensive Strategy and Implementation Plan, also known as the National Fire Plan and the National Cohesive Wildland Fire Management Strategy. This will be accomplished by concentrating on high priority acres that are:

1) in the wildland – urban interface and, 2) outside the wildland-urban interface that are in condition classes two and three.

(Refer to <https://www.forestsandrangelands.gov/resources/overview/> for the National Fire



Plan and the National Cohesive Wildland Fire Management Strategy for descriptions of goals, outcomes, performance measures, tasks, monitoring and glossary of definitions.

Title: The Development of a Lassen County collaborative fuels treatment program

I. PURPOSE:

The purpose of this MOU is to document the cooperation between the parties to provide the framework of a process for the Working Group to consider, approve of the Community Wildfire Protection Plan annually, and implement an annual fuels treatment program of work within their respective jurisdictions. This will be accomplished by providing for community protection and enhancing the health of forests and rangelands. The Working Group recognize that fuel treatments should be prioritized and selected through a timely collaborative process and should be coordinated across land ownerships and jurisdictions to protect communities and improve forest and rangeland health.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This MOU will provide a framework for prioritizing fuels treatments consistently and structured. This will allow for better communication and facilitate projects that are mutually beneficial for federal, state, county and tribal lands. Providing fuels treatments that together better help forest health and wildfire protection.

III. COOPERATORS SHALL:

A. Lassen Fire Safe Council, Inc: As lead agency for the annual Lassen Community Wildfire Protection Plan, collaborate, by notification and discussion, a proposed annual program of work for fuel treatment consistent with the process identified in this MOU for the Development of a Collaborative Fuel Treatment Program and the goals, performance measures and collaborative framework of the 10-Year Plan and the National Cohesive Wildland Fire Management Strategy. The amount of collaboration will be consistent with land ownership, resource management issues, and the number of interested stakeholders. Views of all relevant partners and stakeholders will be considered and final decisions will be made in accordance with law.

B. CALFIRE: Collaborate, by notification and discussion, a proposed annual program of work for fuel treatment consistent with the process identified in this MOU for the Development of a Collaborative Fuel Treatment Program and the goals, performance measures and collaborative framework of the 10-Year Plan and the National Cohesive Wildland Fire Management Strategy. The amount of collaboration will be consistent with land ownership, resource management issues, and the number of interested stakeholders. Views of all relevant partners and



stakeholders will be considered and final decisions will be made in accordance with law. Lassen Fire Safe Council, Inc., CALFIRE, FS and BLM will use the Community Wildfire Protection Planning effort to identify projects for the units, to fully incorporate projects into an annual program of work, in accordance with each agency's laws and policies.

- A. **Lassen County:** Collaborate, by notification and discussion, a proposed annual program of work for fuel treatment consistent with the process identified in this MOU for the Development of a Collaborative Fuel Treatment Program and the goals, performance measures and collaborative framework of the 10-Year Plan and the National Cohesive Wildland Fire Management Strategy. The amount of collaboration will be consistent with land ownership, resource management issues, and the number of interested stakeholders. Views of all relevant partners and stakeholders will be considered and final decisions will be made in accordance with law.
- B. **BLM:** Collaborate, by notification and discussion, a proposed annual program of work for fuel treatment consistent with the process identified in this MOU for the Development of a Collaborative Fuel Treatment Program and the goals, performance measures and collaborative framework of the 10-Year Plan and the National Cohesive Wildland Fire Management Strategy. The amount of collaboration will be consistent with land ownership, resource management issues, and the number of interested stakeholders. Views of all relevant partners and stakeholders will be considered and final decisions will be made in accordance with law. Lassen Fire Safe Council, Inc., CALFIRE, FS and BLM will use the Community Wildfire Protection Planning effort to identify projects for the units, to fully incorporate projects into an annual program of work, in accordance with each agency's laws and policies.
- C. **W.M. Beaty and Associates:** Collaborate, by notification and discussion, a proposed annual program of work for fuel treatment consistent with the process identified in this MOU for the Development of a Collaborative Fuel Treatment Program and the goals, performance measures and collaborative framework of the 10-Year Plan and the National Cohesive Wildland Fire Management Strategy. The amount of collaboration will be consistent with land ownership, resource management issues, and the number of interested stakeholders. Views of all relevant partners and stakeholders will be considered and final decisions will be made in accordance with law.
- D. **Sierra Pacific Industries:** Collaborate, by notification and discussion, a proposed annual program of work for fuel treatment consistent with the process identified in this MOU for the Development of a Collaborative Fuel Treatment Program and the goals, performance measures and collaborative framework of the 10-Year Plan and the National Cohesive Wildland Fire Management Strategy. The amount of collaboration will be consistent with land ownership, resource management issues, and the number of interested stakeholders. Views of all relevant partners and



stakeholders will be considered and final decisions will be made in accordance with law.

- E. **Susanville Indian Rancheria:** Collaborate, by notification and discussion, a proposed annual program of work for fuel treatment consistent with the process identified in this MOU for the Development of a Collaborative Fuel Treatment Program and the goals, performance measures and collaborative framework of the 10-Year Plan and the National Cohesive Wildland Fire Management Strategy. The amount of collaboration will be consistent with land ownership, resource management issues, and the number of interested stakeholders. Views of all relevant partners and stakeholders will be considered and final decisions will be made in accordance with law.
- F. Review this agreement in 5 years from the date of execution to update changes to Principal Contacts and any other terms and conditions.

I. THE USDA FOREST SERVICE SHALL:

- A. Collaborate, by notification and discussion, a proposed annual program of work for fuel treatment consistent with the process identified in this MOU for the Development of a Collaborative Fuel Treatment Program and the goals, performance measures and collaborative framework of the 10-Year Plan and the National Cohesive Wildland Fire Management Strategy. The amount of collaboration will be consistent with land ownership, resource management issues, and the number of interested stakeholders. Views of all relevant partners and stakeholders will be considered and final decisions will be made in accordance with law.

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

- A. The Lassen Fire Safe Council, Inc., a local work-group comprised of the Forest Service (FS), CALFIRE, and Bureau of Land Management (BLM) Interagency Fuels Teams, Lassen County representatives and other public and private parties will provide the forum for implementation of this MOU.
- B. Lassen Fire Safe Council, Inc., CALFIRE, FS and BLM will use the Community Wildfire Protection Planning effort to identify projects for the units, to fully incorporate projects into an annual program of work, in accordance with each agency's laws and policies.
- C. The Working Group will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. Decisions considering expenditures of federal funds and activities of the federal partners under this MOU will be made by the federal partners. Decisions considering expenditures of state funds and activities of the state partners



under this MOU will be made by the state partners. Decisions considering expenditures of private and Tribal funds and activities of the private and Tribal partners under this MOU will be made by the private and Tribal partners, individually through a separate funding instrument.

D. The Lassen Fire Safe Council, Inc., will develop a local educational program that includes Firewise/Fire Safe messages. The Lassen Fire Safe Council, Inc. will collaborate with participating parties of the Working Group and execute agreements in accordance with each participating party's laws and policies.

E. Complete, each Federal fiscal year, proposed programs of work that will:

1. Focus on actively managing acres in the wildland-urban interface and acres outside of the wildland urban interface that are in condition classes two and three consistent with the goals and performance measures of the 10-Year Plan and the National Cohesive Wildland Fire Management Strategy.
2. Place priority on treating acres within the County that are actively incorporating federal, state, county, and tribal projects into the joint program of work. On a case-by-case basis, participating parties shall work with their local partners, tribes, and federal agencies to identify communities and landscapes at risk from wildland fire and prioritize them by consensus of the Working Group at annual meetings. Based on these priorities and using a collaborative process, partners will annually identify high priority fuels reduction projects for their respective lands.
3. Consider multi-year landscape projects that may or may not cross over multiple land ownerships and jurisdictional boundaries.
4. Be based on agencies' budgets and adjusted as necessary, in accordance with appropriations and final agency budget allocations. If funding will be exchanged between the parties, the parties shall execute a separate funding document in accordance with each party's policies and procedures.
5. Consider long-term goals and objectives that will be strategically located and implemented across the landscape.

F. Review this agreement in 5 years from the date of execution to update changes to Principal Contacts and any other terms and conditions.

A new memorandum of understanding will need to be drafted within 5 years.



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

Principal Cooperator Contacts:

Lassen Fire Safe Council, Inc. Contact	Lassen Fire Safe Council, Inc. Administrative Contact
Name: Tom Esgate, Managing Director Address: P.O. Box 816 City, State, Zip: Susanville, CA 96130- 5502 Telephone: (530) 310-0146 Email: tom.esgate@gmail.com	Name: Katlyn Lonergan - Executive Officer Assistant Address: P.O. Box 816 City, State, Zip: Susanville, CA 96130- 5502 Telephone: (530) 251-5560 Email: katlyn.lonergan@lassenfiresafecouncil.org

CAL FIRE Program Contact	BLM Contact
Name: Scott Packwood, LMU Unit Chief Address: 697-345 HWY 36 City, State, Zip: Susanville, CA, 96130- 5502 Telephone: 530-257-8500 Email: scott.packwood@fire.ca.gov	Name: Dereck Wilson- District Manager Address: 6640 Lockheed Drive City, State, Zip: Redding, CA 96002-9003 Telephone: 530-204-7855 Email: d65wilso@blm.gov

Lassen County Contact	
Name: Aaron Albaugh – Chairman Address: 221 South Roop Street City, State, Zip: Susanville, CA 96130- 5002 Telephone: 530-251-8333 Email: aalbaugh@co.lassen.ca.us	

Principal USDA Forest Service Contacts:

USDA Forest Service Program Manager Contact	USDA Forest Service Grants Management Contact
Name: Bill Miller Address: 2550 Riverside Drive City, State, Zip: Susanville, CA 96130-5002 Telephone: (530)252-6437 Email: william.miller@usda.gov	Name: Darius Parks Address: 1323 Club Drive City, State, Zip: Vallejo, CA 94592-1110 Email: darius.parks@usda.gov



- H. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperators acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperators fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperators has expended in violation of sections 433 and 434.
- I. NOTICES. Any communications affecting the operations covered by this agreement given by the USDA Forest Service or Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the USDA Forest Service Program Manager, at the address specified in the MOU.
- To Cooperators, at Cooperator's address shown in the MOU or such other address designated within the MOU.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- J. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- K. ENDORSEMENT. Any of Cooperator's contributions made under this MOU does not by direct reference or implication convey USDA Forest Service endorsement of Cooperator's products or activities.
- L. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.



Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- M. USE OF USDA FOREST SERVICE INSIGNIA. In order for Cooperators to use the USDA Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the USDA Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- N. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- O. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU 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).
- P. 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.



- Q. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO) The USDA Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- R. USDA FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperators shall acknowledge USDA Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- S. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperators shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

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

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). 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."

- T. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- U. DEBARMENT AND SUSPENSION. Cooperators shall immediately inform the USDA 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 Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the USDA Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- V. MODIFICATIONS. Modifications within the scope of this MOU 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 90 days prior to implementation of the requested change.

W. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective for five (5) years at which time it will expire.

X. 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 MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

TOMESGATE, Managing Director
Lassen Fire Safe Council, Inc.

Date

DEBRA
BUMPUS

Digitally signed by
DEBRA BUMPUS
Date: 2022.07.06
11:11:38 -07'00'

DEB BUMPUS, Forest Supervisor
USDA Forest Service, Lassen National Forest

Date

CHRISTOPH
ER CARLTON

Digitally signed by
CHRISTOPHER CARLTON
Date: 2022.07.12 11:08:47
-07'00'

CHRISTOPHER CARLTON, Forest Supervisor
USDA Forest Service, Plumas National Forest

Date

CHRIS
CHRISTOFFERSON

Digitally signed by CHRIS
CHRISTOFFERSON
Date: 2022.07.11
14:42:16 -07'00'

CHRIS CHRISTOFFERSON, Forest Supervisor
USDA Forest Service, Modoc National Forest

Date

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

Darius Parks

Digitally signed by Darius
Parks
Date: 2022.07.06
10:16:15 -07'00'

DARIUS PARKS, Grants Management Specialist
USDA Forest Service, Pacific Southwest Regional Office

Date

THE PARTIES HERETO have executed this instrument.

DERECK
WILSON

Digitally signed by DERECK WILSON
Date: 2022.07.15 12:18:08 -07'00'

Dereck Wilson, District Manager
US Department of Interior, Bureau of Land
Management, Northern Operations District

Date

Scott
Packwood

Digitally signed by Scott
Packwood
Date: 2022.07.20
13:23:35 -07'00'

Scott Packwood, Forest Unit Chief
CALFIRE, Lassen Modoc Unit

Date

Aaron Albaugh, Chairman
Lassen County Board of Supervisors

Date

Lloyd Keefer, Chair
Lassen Fire Safe Council, Inc

Date

John Van
Duyn

Digitally signed by John
Van Duyn
Date: 2022.07.28
10:44:18 -07'00'

John Van Duyn, District Forester
W.M. Beaty & Associates

Date

Arian Hart

Digitally signed by Arian
Hart
Date: 2022.07.28
05:16:09 -07'00'

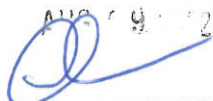
Arian Hart, Tribal Chairman
Susanville Indian Rancheria

Date

Steve DeBonis, Almanor District Manager
Sierra Pacific Industries

Date

Approved as to Form



Lassen County Counsel



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 3 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.

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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.