
CITY OF SUSANVILLE
66 North Lassen Street ♦ Susanville CA
Brian R. Wilson, Mayor
Nicholas B. McBride, Mayor pro tem
Lino P. Callegari Rod E. De Boer Kathie Garnier

SUSANVILLE COMMUNITY DEVELOPMENT AGENCY SUSANVILLE MUNICIPAL ENERGY CORPORATION SUSANVILLE PUBLIC FINANCING AUTHORITY

Susanville City Council
Regular Meeting ♦ City Council Chambers
March 4, 2015 * 6:00 p.m.

Call meeting to order

Roll call of Councilmembers present

Next Resolution No. 15-5144

Next Ordinance No. 15-1001

- 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. The City Administrator will provide an oral update on the status of any open labor negotiations.

- 3 **CLOSED SESSION:**
 - A PUBLIC EMPLOYMENT – pursuant to Government Code §54957:
 - 1 Fire Chief Recruitment
 - 2 Approved Position List

- 4 **RETURN TO OPEN SESSION:** (recess if necessary)
 - *Reconvene in open session at 7:00 p.m.*
 - *Pledge of allegiance*
 - *Report any changes to agenda*
 - *Report any action out of Closed Session*
 - *Moment of Silence or Thought for the Day: Dan Newton*
 - *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 **not on the agenda** within the jurisdiction of the City Council. However, any matter 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.

 - A Receive and file minutes from the City Council’s February 18, 2015 meeting

B Approve vendor warrants numbered 93318 through 93342 for a total of \$274,345.28 including \$98,696.17 in payroll warrants

7 **PUBLIC HEARINGS:** No business.

8 **COUNCIL DISCUSSION/ANNOUNCEMENTS:**

Commission/Committee Reports:

9 **NEW BUSINESS:**

A Consider approval of **Resolution No. 15-5142** approving and authorizing City Administrator to execute Fire Department Policy Manual contract with Lexipol

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

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

12 **CONTINUING BUSINESS:**

A Consider approval of **Resolution No. 15-5130** authorizing the Mayor to execute contract with Dig It Construction for Susanville Municipal Airport Apron Reconstruction Project

B Consider approval of **Resolution No. 15-5143** authorizing consultant services with C & S Engineers for Susanville Municipal Airport Apron

13 **CITY ADMINISTRATOR'S REPORTS:** No business.

14 **COUNCIL ITEMS:**

A AB1234 travel reports:

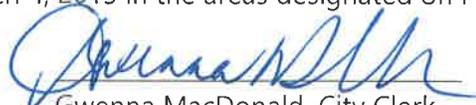
15 **ADJOURNMENT:**

- ***The next regular City Council meeting will be held on March 18, 2015 at 6:00 p.m.***

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.org, 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, Gwenna MacDonald, certify that I caused to be posted notice of the regular meeting scheduled for March 4, 2015 in the areas designated on February 27, 2015.


Gwenna MacDonald, City Clerk

Reviewed by: YGH City Administrator
 City Attorney

 X Motion Only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted By: Gwenna MacDonald, City Clerk

Action Date: March 4, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Minutes of the City Council's February 18, 2015 meeting

PRESENTED BY: Gwenna MacDonald, City Clerk

SUMMARY: Attached for the Council's review are the minutes of the City Council's February 18, 2015 meeting.

FISCAL IMPACT: None.

ACTION REQUESTED: Motion to waive oral reading and approve minutes of City Council's February 18, 2015 meeting.

ATTACHMENTS: Minutes: February 18, 2015

**SUSANVILLE CITY COUNCIL
SUSANVILLE COMMUNITY DEVELOPMENT AGENCY
SUSANVILLE MUNICIPAL ENERGY CORPORATION
SUSANVILLE PUBLIC FINANCING AUTHORITY**

Regular Meeting Minutes

February 18, 2015 – 6:00 p.m.

City Council Chambers 66 North Lassen Street Susanville CA 96130

Meeting was called to order at 6:00 p.m. by Mayor Brian R. Wilson.

Roll call of Councilmembers present: Kathie Garnier, Nicholas McBride, Rod E. De Boer, Lino P. Callegari and Brian R. Wilson.

Staff present: Jared G. Hancock, City Administrator and Gwenna MacDonald, City Clerk.

1 APPROVAL OF AGENDA:

Motion by Councilmember De Boer, second by Councilmember Callegari, to approve the agenda as submitted; motion carried unanimously. Ayes: Garnier, McBride, Callegari, De Boer and Wilson.

2 PUBLIC COMMENT REGARDING CLOSED SESSION ITEMS: No comments.

3 CLOSED SESSION: At 6:01 p.m. the Council recessed to closed session to discuss the following:

A PUBLIC EMPLOYMENT – pursuant to Government Code §54957:

1 Fire Chief Recruitment

B CASE REVIEW OR PLANNING – pursuant to Government Code §54957.8

C CONFERENCE WITH LABOR NEGOTIATOR – pursuant to Government Code §54957.6:

1	Agency Negotiator:	Jared G. Hancock	
	Bargaining Unit:	Administrative	Professional/Technical
		Firefighters	Public Works
		Management	SPOA
		Miscellaneous	

4 RETURN TO OPEN SESSION: At 7:00 p.m. the City Council reconvened in open session.

Staff present: Thomas Downing, Police Chief; James Moore, Fire Battalion Chief/Interim Fire Chief; Dan Newton, Public Works Director; Deborah Savage, Finance Manager and Gwenna MacDonald, City Clerk.

Mr. Hancock stated that prior to closed session the agenda was approved as submitted. In closed session Council took action on Item 3A and gave direction to staff on Item 3C.

Mayor pro tem McBride provided the thought of the day.

Chief Thomas Downing asked for a moment of remembrance for Jack Burk and support for his family. Mr. Burk served the City of Susanville Police Department from 1967 to 1995.

5 BUSINESS FROM THE FLOOR:

Christi Myers, Lassen County Public Health, provided an update regarding the events which occurred on February 6, 2015, as a result of a severe storm. The public health department was actively involved in the

evacuation of the Country Villa River residents due to facility roof damage, and she thanked City public safety staff and City Council for the support and assistance given to their agency during that process. She also provided information regarding the State-wide measles outbreak, stating there have been no substantiated cases of measles in Lassen County.

- 6** **CONSENT CALENDAR:** Mayor Wilson reviewed the items on the Consent Calendar:
- A Receive and file minutes from the City Council's January 21, 2015 meeting
 - B Approve vendor warrants numbered 93174 through 93317 for a total of \$371,151.84 including \$98,218.77 in payroll warrants
 - C Receive and file Finance Reports: January 2015

Motion by Councilmember Callegari, second by Councilmember De Boer, to approve the Consent Calendar; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

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

- 8** **COUNCIL DISCUSSION/ANNOUNCEMENTS:** None.
Commission/Committee Reports:

- 9** **NEW BUSINESS:**

9A **Consider appointment of representatives to the Airport Commission** Mr. Hancock reported that the City of Susanville Airport Commission consists of five members who are responsible for advising the City Council and making recommendations related to the Susanville Municipal Airport. The City has been recruiting for two commission vacancies, and have also been notified of one Commissioner who will be leaving the area. Mr. Hancock explained the requirements to serve on the Commission and the process of appointment. The City received six letters of interest, and it is necessary to appoint three members to fill the vacancies. The Mayor has recommended William Heyland and Cameron Farrell to fill two of the vacancies, and Richard Hrezo to fill the remainder of Commissioner Apel's term. The appointment of Mr. Farrell creates a vacancy in the alternate position, and it is recommended that Larry Beck fill the alternate position with a term ending November 2015.

Motion by Councilmember De Boer, second by Councilmember Callegari, to approve the appointment as requested; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

9B **Consider approval of Resolution No. 15-5137 approving maintenance agreement with Thompson Garage Doors** Mr. Hancock explained that many of the City's facilities feature roll-up doors which require regular maintenance to ensure their proper function. Rather than address repairs as they occur, staff has solicited maintenance proposals to enter into a preventative and annual maintenance agreement for all City facilities. Thompson Garage Doors submitted the most responsive proposal for facilities located at the Fire, Police, Public Works departments and the Parks & Recreation shop located on Sierra road. The terms of the agreement provide for minor repairs and replacement parts up to \$50 with no annual contract charges. Additional time will be billed at \$94 per hour as needed for additional time.

Councilmember Callegari asked if there were any local businesses that could perform the work.

Mr. Hancock responded that the City always prefers to shop local, but in this case there were no responsive businesses.

Mayor pro tem McBride asked if there was a trip charge included in the cost.

Battalion Chief Moore responded that Thompson Garage Doors normally tries to bundle their jobs and the Fire department has never been assessed a trip charge for the work they complete.

9C Consider approval of Resolution No. 15-5138 authorizing annual Certificate of Materiel status for static display at Susanville Municipal Airport Mr. Hancock explained that the City has equipment on display at the Susanville Airport, including two helicopters, and each year the City is required to recertify that the property is being displayed in the same manner and condition as originally intended. The City provides the certification as well as photographs and proof of insurance annually.

Motion by Councilmember De Boer, second by Councilmember Callegari, to approve Resolution No. 15-5138; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

9D Consider approval of Resolution No. 15-5139 authorizing agreement with National Museum of the US Air Force for static display at Susanville Municipal Airport Mr. Hancock explained that the recertification is also required for the Phantom Jet FC on loan from the National Museum of the United States Air Force. The City must renew the loan agreement on an annual basis in addition providing pictures and proof of insurance.

Motion by Councilmember Callegari, second by Councilmember De Boer, to approve Resolution No. 15-5139; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

9E Consider approval of Resolution No. 15-5140 authorizing annual Certificate of Materiel status for static display at Memorial Park Mr. Hancock reported that in addition to the static displays at the airport, the City Council authorized a Conditional Deed of Gift accepting responsibility for the GPF M1917/18 Series Gun on display at Memorial Park and must also certify annually that the equipment is still in the possession of the City and is being displayed in the same manner and condition as indicated by the original photograph.

Motion by Councilmember Callegari, second by Councilmember De Boer, to approve Resolution No. 15-5140; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

Councilmember Callegari requested that the City install a plaque with the names of all local area service members who have been killed in action, as the original intent of Memorial Park was to honor the community's military service members.

9F Consider approval of Resolution No. 15-5141 adopting the City of Susanville mid-year Budget Ms. Savage reported that each year, the City adopts a budget that sets the appropriations for the new fiscal year. Revenues are based on projections received from Lassen County and the State of California and expenses are estimated based upon City Council priorities and department requests for the upcoming year. The City reviews the budget at mid-year and adjusts these projections based on current revenue allocations from the County and State, and any expense changes that have occurred during the first six months. The mid-year adjustment recommendations include an increase in revenues in the amount of \$23,344, and an increase in expenditures in the amount of \$86,894, for an overall budget deficit of \$191,425. In addition, Ms. Savage pointed out that the City has been notified of an increase in the CalPERS Risk Pool which will result in an increase to unfunded liability costs for all members. For the City, this increase will result in an additional \$323,459, in payroll costs for fiscal year 2015-2016.

Mayor Wilson requested clarification regarding ownership of the property that the City acquired through foreclosure on the north side of town.

Mr. Hancock responded that the property was acquired through the general fund, and must be transferred to the Susanville Municipal Energy Corporation in order to effectuate ownership of the property by the water fund.

Councilmember Garnier asked if there was a cost associated with the new phone system at City Hall.

Mr. Hancock responded that the cost related to the new phone system was related to server upgrades, and that the equipment had been obtained at no charge.

Mayor Wilson requested clarification regarding the additional CalPERS charges.

Ms. Savage explained that as part of a risk pool, the City is subject to paying additional costs that may be assessed due to unforeseen things that impact the rate of return such as more retirements than anticipated. It is similar to SCORE in that it is a self-funded pool and what affects one member has an impact on all members.

Mr. Hancock added that CalPERS reviews the rate of return and a number of factors every few years and when there are higher than expected returns then it is referred to as super funded, and factors such as disability retirements are identified and referred to as unfunded liabilities. The additional cost that Ms. Savage alluded to is assessed for one year only.

Mayor Wilson asked what the total cost was for airport depreciation. Ms. Savage responded that the amount was \$130,000.

There was a general discussion regarding property values and the potential increase in tax that would mean an increase in City revenue as the real estate market recovers.

Motion by Councilmember De Boer, second by Councilmember Garnier, to approve Resolution No. 15-5141; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

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

11 **SUSANVILLE MUNICIPAL ENERGY CORPORATION:**

At 7:46 p.m., the City Council recessed and reconvened as the Susanville Municipal Energy Corporation with all members present.

11A **Annual Report:** **Solicit and consider comments relative to the annual SMEC report** Mr. Newton explained that the Public Works department prepares an overview of the operations of the City's Water, Natural Gas and Geothermal divisions to the SMEC Members for their review. The Water Division crew works consistently to repair and replace aging water main lines and service lines. The City works to coordinate line replacement projects with street overlay projects. The City Council approved a significant project to replace a deteriorating waterline on Main Street near Walmart and Johnstonville Road, an area

where there had been a number of leaks prior to the replacement project. In June 2008 water fees were increased to provide funding and the revenue was placed in a special operational fund for the replacement of the aging water system, and these funds have been utilized to replace aging water infrastructure as well as water meters. The water meter replacement project is nearing completion and there has been an increase in baseline low-end water usage which is not usually picked up by aging water meters. As of June 30, 2014, the Water Fund cash balance of \$3,887,552.90 and there were 3,806 residential and commercial customers.

Director Garnier asked which areas of town are a particular concern regarding the water system and major leak potential.

Mr. Newton explained that typically the focus is on streets with a number of leaks where in some cases the pavement is a patchwork of repairs. The Capital Improvement fund established by City Council provides much needed funding, however the extent of repairs and cost are such that the fund will not cover all of the costs. He referred to a Water Capital Improvement plan which is being developed to identify and prioritize the City's short and long term goals.

Chairperson Wilson asked if the department considered natural gas overlay projects as well.

Mr. Newton responded that the Susanville Sanitary District and Plumas Sierra Rural Electric Cooperative are consulted and working together so that whenever there is an open trench, the City can minimize the occasions of cutting through new pavement.

There were no further questions regarding the water system report.

Mr. Newton explained that the Natural Gas division has continued with a steady influx of new customers which the crew is able to connect in a timely manner. There has been an increase in commercial development as well. He explained that the SCADA system, which also is in operation for the water system, ensures that all key systems are monitored and communicate electronically 24 hours per day, seven days a week to keep City crews aware of potential problems. The City is working to install radio meters which allows the meter reader to obtain the reading without having to enter backyards. The meters have a higher standard of accuracy and will be inspected on a quarterly basis to ensure that they are still working properly. The Division has a 24 hour, 7 day per week emergency telephone number to ensure the safe operation of the system and provide the best possible service to customers. The Natural Gas Enterprise Fund revenue continued to exceed expenses in 2013-2014, and commercial development within the City will increase the amount of gas sold over time and the winter temperatures have an effect on the revenues as well. As of June 30, 2014, the Natural Gas Fund cash balance was \$3,579,111.99, and there were 3,075 commercial and residential gas customers.

Chairperson Wilson asked if the department has an estimate of the number of potential customers.

Mr. Newton responded that the customer number is measured by the number of meters, and in the instance of multi-family properties, it is misleading as to the actual number of homes utilizing natural gas. It would be good information to identify.

There were no more questions regarding the natural gas system.

Mr. Newton explained that the City continues to operate its commercial geothermal well, located on South Lassen Street, which serves City and County facilities, Lassen High School, Credece High School, Diamond View Middle School and a large apartment complex. The system is also connected to the SCADA system and notifies City crews when the system goes down due to power outages or system failures of any kind.

At 8:06 p.m., Director Callegari exited the Council Chambers.

Mr. Newton explained that the geothermal system operates differently from the water system in that the supply line discharges into a return line. The return line can build pressure based on outlet settings and this can cause problems providing adequate flow to certain facilities within the system. Problems of this nature were experienced in 2013/2014 and affected Diamond View School, but they have since been resolved. Staff is considering obtaining a generator at the location of the South Lassen Street well in order to ensure that the system still operates during power failures. As of June 30, 2014, the Geothermal fund cash balance was \$276,338.48.

Motion by Director De Boer, second by Director Garnier, to accept the annual report as presented; motion carried unanimously. Ayes: Garnier, McBride, De Boer and Wilson. Absent: Callegari.

The SMEC Board of Directors adjourned at 8:08 p.m. and reconvened as the City Council.

At 8:09 p.m., Councilmember Callegari returned to the chambers and assumed his seat on the dais.

12 **CONTINUING BUSINESS:** No business.

13 **CITY ADMINISTRATOR'S REPORTS:**

13A **Federal Grant funds for Public Safety** Chief Downing explained that the federal funding which was previously dedicated to funding the Narcotics Task Force for the past 20 years has been approved by the State and Community Corrections Board in the amount of \$16.6 million in federal dollars for a wide range of public safety projects. The focus is on projects designed to reduce school violence, gang involvement, provide detention alternatives to low-risk juveniles and increase graduation rates. Lassen County has been awarded \$220,000 and Chief Downing offered statistics for how Lassen County ranks in issues related to juvenile crimes and arrest rates, and provided an update regarding the collaborative effort between the City and Lassen County to develop local programs. Chief Downing proposed funding fifty percent of the salary and benefits for a full-time Community Services Officer to be the designated program liaison, indicating that he would be returning with a revised job description for consideration at a future meeting.

Mayor pro tem McBride expressed concern regarding the potential for conflict given the current responsibilities of the Community Services Officer.

Chief Downing responded that the programs would implement a holistic approach with other agencies, including Lassen Family Services, involved in a self-guided program that would be facilitated by the CSO.

Councilmember Garnier asked how the \$220,000 in funding would be allocated between the respective agencies.

Chief Downing responded that the Sheriff would be funding one full-time Community Services Officer, Lassen Family Services receive \$55,000, ten percent of the funding would be dedicated to data collection, and there were other costs covered including materials, travel, and training. The Office of Education will be donating office space, and the City will receive \$14,379 per year plus benefits.

Councilmember Callegari stated that juvenile problems run deep, and that local agencies have to start somewhere and he supported the concept.

Mayor Wilson confirmed that it was a three year plan.

Chief Downing responded that the program was established as a three year plan with evaluations and modifications taking place in year two and three. He reminded the Council that this same revenue funded the drug task force for 20 years, it is just a different priority, and in the event that the money were to become unavailable as it did with the drug task force, he would approach the problem the same way by working to identify new and innovative ways to address the problem that those particular crimes have on the community. He acknowledged that it may also include tough decisions regarding staffing at the end of that three year period.

There was a general discussion and consensus to proceed with the program.

13B Consider establishing natural gas rate for City facilities Mr. Newton explained that staff had been asked to investigate the feasibility of setting a natural gas rate for City facilities that would represent the raw cost of natural gas which is the price that the City pays for gas from BP including transmission on two pipelines, the Gas Transmission Network (GTN) and the Tuscarora pipelines. It would not include operational costs, or debt service and principle payments. The savings estimate is based on a three year history that would result in a savings to the general fund of approximately \$25,000 dollars annually. The average gas sales revenue over the same period is \$4,504,224, so the net decrease in revenue to the Gas enterprise fund would be less than one percent. Mr. Newton indicated that if the City Council desires that the rate structure is updated, staff would confirm that the rate would not have a negative impact on bond ratings, and would follow the public hearing process required prior to revising any rates or charges.

Mayor pro tem McBride requested that the figures be modified to include the savings if infrastructure and debt service costs were included.

Mayor Wilson remarked that the idea is to retain money in the General Fund, which provides more flexibility to the City, rather than keeping it in the restricted fund. LMUD employs the same practice, and while it was necessary for the General Fund to prop up the natural gas utility, it has proven that the utility can operate without contributions for the general fund.

Councilmember Callegari stated that his primary concern is with the bond rating, and provided there is no negative impact, then he has no problem with charging a raw cost. The citizens expect that the utility be operated like a business and it is good business practice to retain the money in the General Fund.

Mr. Hancock explained that the discussion of charging a raw cost for City facilities occurred during the bond process, and in the early years of the utility the General Fund was supporting the utility. Even when the rates were revised to provide a \$1.85 rate for high volume users, the City facilities which would have qualified for that rate continued to pay at the \$2.25 rate. He added that he understands the priority to clarify the impact, if any, on the bond rating, and staff will have those discussions.

13C Shooting Range Chief Downing explained that there is continued discussion regarding the City pursuing the creation of a shooting range. Staff had secured an agreement with the prison in order to fulfill training and certification requirements for the department, and the concept of building a range was put on hold. Staff had previously identified a property and if the City Council desires to continue with that option, staff is requesting comment and direction from the City Council. If the City Council desires to pursue the project, staff will continue on the environmental review, prepare a preliminary design and scope of work and seek grant funds to aid with construction costs.

Councilmember De Boer commented that he is interested in continuing with the concept of a City owned range. He stated that the City has identified potential sites, and it is important to have officers trained in the proper use of a firearm. He envisions it being restricted to use by law enforcement and retired law enforcement who are required to remain certified to carry a weapon.

Councilmember Callegari remarked that the site previously discussed has the potential to be in conflict with uses that may be proposed for the surrounding land which is being bought up by other agencies. He recommended a site further up Highway 139 that would be easy to limit access.

Councilmember Garnier added that she was not comfortable with the site that had been proposed, and asked how the use would be restricted and if it would be available for private use or Correctional Officers.

Chief Downing responded that his initial response would be to limit use to on duty officers or retired peace officers.

Mr. Hancock summarized the discussions to date with other agencies and one of the challenges is there is not a lot of support in California to build new shooting ranges. There has been a tax assessed on the purchase of ammunition which was intended for investment use for shooting ranges, but no mechanism in place to appropriate the funding for use. Staff will continue exploring that as a funding opportunity.

Mayor pro tem McBride commented that the site on Highway 139 had received opposition for the location of a shooting range, and excluding access to CCC Correctional Officers is not something that he would ever support.

Chief Downing clarified that his issue pertained to an on duty officer versus off duty, and not one of excluding a particular agency. The shooting range that he would recommend would be for on duty officers acting in an official capacity and not a recreational or sportsman type of use.

There was a general discussion regarding potential locations and it was the consensus to identify potential locations and funding sources and bring back at a future date.

13D City Owned Bus Update Mr. Hancock explained that the City Council had previously approved the transfer of two buses to Lassen Community College and were subsequently notified that they are no longer interested in obtaining them. The Sierra Cascade Nursery had also expressed interest and offered \$100.00 for each bus but staff has determined that the offer is below the scrap value. Staff is recommending that the buses be declared surplus and a scrap value determined to be utilized as a

minimum bid at sale. There was a general discussion regarding the restrictions on the use of the buses and options for disposal.

14 **COUNCIL ITEMS:**

14A **AB1234 travel reports:**

A AB1234 travel reports:

Councilmember Callegari requested that a proclamation be brought forward recognizing the local media and their contributions during the recent power outage. He added that many home bound seniors rely very heavily on radio communications during storms, and he would like the newspaper and radio to be recognized for their contribution to the safety of the community.

15 **ADJOURNMENT:** Motion by Councilmember De Boer, second by Councilmember McBride to adjourn; motion carried unanimously. Ayes: Garnier, McBride, De Boer, Callegari and Wilson.

Meeting adjourned at 9:11 p.m.

Respectfully submitted by

Brian R. Wilson, Mayor

Gwenna MacDonald, City Clerk

*Approved on:*_____

AGENDA ITEM NO. 6B

Reviewed by: City Administrator
 City Attorney

 X Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Deborah Savage, Finance Manager

Action Date: March 4, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: Vendor and Payroll Warrants

PRESENTED BY: Deborah Savage, Finance Manager

SUMMARY: Warrants dated February 11th through February 25th numbered 93318 through 93342

FISCAL IMPACT: Accounts Payable vendor warrants totaling \$175,649.11 plus \$98,696.17 in payroll warrants, for a total of \$ 274,345.28

ACTION REQUESTED: Motion to receive and file.

ATTACHMENTS: Payments by vendor and transmittal check registers.

Report Criteria:
 Report type: GL detail
 Check Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount	
02/15	02/11/2015	93318	219	ED STAUB & SONS PETR	4989 UNLEADED SOUTH ST	1258139	1	1000-1410-001	INVENTORIES-GASOLINE	12,798.02	12,798.02	
Total 1258139:											12,798.02	12,798.02
02/15	02/11/2015	93318	219	ED STAUB & SONS PETR	3004 GAL DIESEL SOUTH ST	1258140	1	1000-1410-001	INVENTORIES-GASOLINE	8,808.82	8,808.82	
Total 1258140:											8,808.82	8,808.82
Grand Totals:											21,606.84	21,606.84

Report Criteria:
 Report type: GL detail
 Check Check Number = 93319
 Check Voided = False

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Description	Invoice Number	Inv Seq	GL Account No	GL Account Title	Seq Amount	Check Amount
02/15	02/18/2015	93319	728	U S POSTMASTER	GAS BILLING POSTAGE	02182015	1	7401-430-62-46	POSTAGE	404.96	404.96
02/15	02/18/2015	93319	728	U S POSTMASTER	WATER BILLING POSTAGE	02182015	3	7110-430-42-46	POSTAGE	786.10	786.10
Total 02182015:										1,191.06	1,191.06
Grand Totals:										1,191.06	1,191.06

Report Criteria:

Transmittal checks included

Void checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
02/13/2015	CDPT	02/19/2015	358	CITY OF SUSANVILLE PA	1	7650-2203-1	6,149.02-
02/13/2015	CDPT	02/19/2015	358	CITY OF SUSANVILLE PA	1	7650-2203-1	6,149.02-
02/13/2015	CDPT	02/19/2015	358	CITY OF SUSANVILLE PA	1	7650-2203-1	2,007.55-
02/13/2015	CDPT	02/19/2015	358	CITY OF SUSANVILLE PA	1	7650-2203-1	2,007.55-
02/13/2015	CDPT	02/19/2015	358	CITY OF SUSANVILLE PA	1	7650-2203-1	15,105.02-
02/13/2015	CDPT	02/19/2015	359	EMPLOYMENT DEV. DEP	6	7650-2203-1	4,388.00-
02/13/2015	CDPT	02/19/2015	360	EMPLOYMENT DEV DEP	7	7650-2203-1	1,159.10-
01/30/2015	CDPT	02/19/2015	361	LABORERS TRUST FUND	9	7650-2203-1	997.50-
02/13/2015	CDPT	02/19/2015	361	LABORERS TRUST FUND	9	7650-2203-1	1,122.50-
02/13/2015	CDPT	02/19/2015	361	LABORERS TRUST FUND	9	7650-2203-1	70,508.00-
01/30/2015	CDPT	02/19/2015	93327	AFLAC	14	8403-2239-0	535.33-
01/30/2015	CDPT	02/19/2015	93327	AFLAC	14	7650-2203-0	132.85-
02/13/2015	CDPT	02/19/2015	93327	AFLAC	14	8403-2239-0	535.33-
02/13/2015	CDPT	02/19/2015	93327	AFLAC	14	7650-2203-0	132.85-
02/13/2015	CDPT	02/19/2015	93328	CA STATE DISBURSEME	26	7650-2203-0	184.61-
02/13/2015	CDPT	02/19/2015	93329	CA STATE DISBURSEME	35	7650-2203-0	155.07-
02/13/2015	CDPT	02/19/2015	93330	CA STATE DISBURSEME	36	7650-2203-0	330.92-
02/13/2015	CDPT	02/19/2015	93331	CA STATE DISBURSEME	37	7650-2203-0	69.23-
01/30/2015	CDPT	02/19/2015	93332	GOLDEN ONE CREDIT U	12	7650-2203-0	592.50-
02/13/2015	CDPT	02/19/2015	93332	GOLDEN ONE CREDIT U	12	7650-2203-0	592.50-
02/13/2015	CDPT	02/19/2015	93333	NATIONWIDE RETIREME	5	7650-2203-0	575.00-
01/30/2015	CDPT	02/19/2015	93334	NEW IMAGE RACQUETB	30	7650-2203-0	127.50-
02/13/2015	CDPT	02/19/2015	93334	NEW IMAGE RACQUETB	30	7650-2203-0	127.50-
01/30/2015	CDPT	02/19/2015	93335	OPERATING ENGINEERS	11	7650-2203-0	694.50-
02/13/2015	CDPT	02/19/2015	93335	OPERATING ENGINEERS	11	7650-2203-0	694.50-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	9,175.60-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	2,039.39-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	6,087.45-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	3,112.85-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	145.04-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	124.39-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	940.98-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	940.98-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	1,019.14-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	1,019.14-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	301.27-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	301.27-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	17.00-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	4,233.14-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	973.03-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	2,626.36-
02/13/2015	CDPT	02/19/2015	93336	P.E.R.S.	8	7650-2203-1	32.00-
01/30/2015	CDPT	02/19/2015	93337	PRE-PAID LEGAL SERVI	13	7650-2203-0	15.96-
02/13/2015	CDPT	02/19/2015	93337	PRE-PAID LEGAL SERVI	13	7650-2203-0	15.94-
02/13/2015	CDPT	02/19/2015	93338	STATE OF CALIF FRAN T	27	7650-2203-0	371.74-
01/30/2015	CDPT	02/19/2015	93339	UPEC, LOCAL 792	10	7650-2203-1	21.25-
02/13/2015	CDPT	02/19/2015	93339	UPEC, LOCAL 792	10	7650-2203-1	21.25-
02/13/2015	CDPT	02/19/2015	93339	UPEC, LOCAL 792	10	7650-2203-1	2,082.50-
02/13/2015	CDPT	02/13/2015	93339	UPEC, LOCAL 792	10	7650-2203-1	21.25
02/13/2015	CDPT	02/13/2015	93339	UPEC, LOCAL 792	10	7650-2203-1	21.25
02/13/2015	CDPT	02/13/2015	93339	UPEC, LOCAL 792	10	7650-2203-1	2,082.50
02/13/2015	CDPT	02/19/2015	93340	VALIC	4	7650-2203-0	1,923.78-
02/13/2015	CDPT	02/19/2015	93341	JEFFERSON PILOT FINA	22	7650-2203-1	150.27-

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	GL Account	Amount
02/13/2015	CDPT	02/19/2015	93341	JEFFERSON PILOT FINA	22	7650-2203-1	183.46-
02/13/2015	CDPT	02/19/2015	93341	JEFFERSON PILOT FINA	22	1000-415-10-	12.42
02/13/2015	CDPT	02/20/2015	93342	UPEC, LOCAL 792	10	7650-2203-1	21.25-
02/13/2015	CDPT	02/20/2015	93342	UPEC, LOCAL 792	10	7650-2203-1	21.25-
02/13/2015	CDPT	02/20/2015	93342	UPEC, LOCAL 792	10	7650-2203-1	2,082.50-
02/13/2015	CDPT	02/20/2015	93342	UPEC, LOCAL 792	10	7650-2203-1	85.00
Grand Totals:			59				152,851.21-

Report Criteria:

- Transmittal checks included
- Void checks included

Reviewed by: City Administrator
 City Attorney

 Motion only
 Public Hearing
 X Resolution
 Ordinance
 Information

Submitted by: James Moore, Battalion Chief/Interim Fire Chief

Action Date: March 4, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5142** approving and authorizing Mayor to execute contract with Lexipol

PRESENTED BY: James Moore, Battalion Chief/Interim Fire Chief

ANALYSIS: In an effort to limit liability and maintain safe and consistent operation of the Susanville Fire Department, staff has identified a need for a Policy Manual specific to the operations and administration of the Fire Department. Lexipol provides policy, training, online management, semi-annual updates and 150 core policies based on Federal Standards, State Statutes and case law as well as including current City policies. After conducting online research, staff has determined that Lexipol provides the most comprehensive service.

FISCAL IMPACT: \$5,550 for the first year subscription, renewable annually for \$3,750

ACTION REQUESTED: Motion to approve **Resolution No. 15-5142** approving and authorizing Mayor to execute contract with Lexipol.

ATTACHMENTS:

- Resolution No. 15-5142
- Proposal and fee schedule of Fire Policy Manual & Daily Training Bulletins from Lexipol
- Example California Policy Manual from Lexipol
- Summary of the unique features of the Lexipol system
- Agreement for Use of Subscription Material from Lexipol

RESOLUTION NO. 15-5142
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
APPROVING AND AUTHORIZING MAYOR TO EXECUTE AGREEMENT
WITH LEXIPOL FOR POLICY MANUAL AND WEB BASED TRAINING
SERVICES

WHEREAS, the City Council of the City of Susanville has determined that a specialized policy manual and training materials for the operation of the Susanville Fire Department is an important component of the City's Risk Management Program; and

WHEREAS, Lexipol is a sole source provider of customized training for State of California fire agencies with subscription access to policy manuals, publications, training bulletins and other materials available; and

WHEREAS, the City Council has determined that web-based, in-house subscription access is the best method for providing current and specialized training to the City of Susanville Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville approves and authorizes the Mayor to execute the agreement with Lexipol in the amount of \$5,550.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution No. 15-5142 was adopted at a regular meeting of the City Council of the City of Susanville, held on the 4th day of March, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
City Attorney



Lexipol

Predictable is Preventable

AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Susanville Fire Department

Agency's Address: 1505 Main St.
Susanville, CA. 96130

Attention: Interim Chief James Moore

Lexipol's Address: 6B Liberty, Suite 200
Aliso Viejo, CA 92656

Attention: John Fitisemanu

Effective Date: _____
(to be completed by Lexipol upon receipt of signed agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 4 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

LEXIPOL, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: Ron Wilkerson

Title: _____

Title: CEO

Date Signed: _____

Date Signed: _____

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following service(s):

POLICY MANUAL SUBSCRIPTIONS:			
Law Enforcement Policy Manual & Daily Training Bulletins	<input type="checkbox"/>	Year 1 Pricing \$ _____	Year 2 Pricing \$ _____
Custody Policy Manual & Custody Daily Training Bulletins	<input type="checkbox"/>	Year 1 Pricing \$ _____	Year 2 Pricing \$ _____
Fire Policy Manual & Fire Daily Training Bulletins	<input checked="" type="checkbox"/>	Year 1 Pricing \$ <u>5,550</u>	Year 2 Pricing \$ <u>3,750</u>
Supplemental Services Manual:		Year 1 Pricing \$ _____	Year 2 Pricing \$ _____
Law Enforcement	<input type="checkbox"/>		
Custody	<input type="checkbox"/>		
Fire	<input type="checkbox"/>		

Please complete all fields and place N/A where applicable.

(Chief/Sheriff Name)	(Title)	(Chief/Sheriff Email)	(Chief/Sheriff Direct Phone)
James M Moore	Interim Fire Chief	jmoore@cityofsusanville.org	(530) 257-1061
(Custody Facility Manager Name)	(Title)	(Custody Fac. Mgr. Email)	(Custody Fac. Mgr Direct Phone)
N/A	N/A	N/A	N/A
(Name of Agency as you want it to appear on the manual)			
Susanville Fire Department			
(Agency Street Address)	(City)	(State)	(Zip Code) (County)
1505 Main St.	Susanville	California	96130 Lassen
(Custody Street Address – If different)	(City)	(State)	(Zip Code) (County)
N/A	N/A	N/A	N/A
(Billing Address if different from above)	(City)	(State)	(Zip Code)
N/A	N/A	N/A	N/A
(Agency Phone)	(Fax)	(Email)	
(530) 257-5152	(530) 257-5535	fire2cityofsusanville.org	
(Risk Management Group/Insurance Pool)		(Accreditation Agency)	
Small Cities Organized Risk Effort (SCORE)		N/A	
(No. of Authorized Sworn Officers)	(If Custody – No. of Beds)	(Agency Fiscal Year End)	(Agency Website)
39	N/A	June 30	www.cityofsusanville.org
(Policy Primary User Full Name)	(Title)	(Policy Primary User Phone)	(Policy Primary User Email)
	Battalion Chief	530-257-1061	fire@cityofsusanville.org
(Custody Primary User Full Name)	(Title)	(Custody Primary User Phone)	(Custody Primary User Email)
N/A	N/A	N/A	N/A

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Definitions. For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 Agency's Account. "*Agency's Account*" means the account by which Agency accesses the Subscription Materials.

1.2 Agreement. "*Agreement*" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 Contract Year. "*Contract Year*" means the twelve-month period commencing on the Effective Date and each twelve-month period commencing on each anniversary of the Effective Date.

1.4 Derivative Work. "*Derivative Work*" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material.

1.5 Effective Date. "*Effective Date*" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 Subscription Materials. "*Subscription Materials*" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. Term and Termination.

2.1 Term. This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the first Contract Year (the "*Initial Term*"); provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a "*Renewal Term*"), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Renewal Term, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in 2.2 below.

2.2 Termination. This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Indemnification), 10 (Limitation of Liability), 12 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fees. Agency will pay to Lexipol the subscription fees specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription fees.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright. Agency is hereby given the right to prepare Derivative Works; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by Agency that is published or displayed by any means or in any medium.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. On and subject to the terms and conditions contained in this Agreement, Agency is hereby granted a perpetual right to use, solely for the Agency's internal purposes, the Subscription Material and any Derivative Works prepared by or for Agency. Agency will not copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Agency will not import any Subscription Material or any Derivative Work prepared by or for Agency into any third party knowledge/content management system or service which provides services comparable to the services provided under this Agreement in competition with Lexipol, regardless of commercial purpose or compensation. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes.

6. Account Security. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. Privacy Policy. Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process. Agency acknowledges that Lexipol may provide view-only access and summary information to the Agency's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. Lexipol will use commercially reasonable efforts to ensure the security of Lexipol's systems and to protect the confidentiality of information Lexipol receives from Agency. Lexipol's system uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

8. Policy Adoption. Agency hereby acknowledges and agrees that any and all policies included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy.

9. Indemnification. In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. Limitation of Liability. Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Miscellaneous.

12.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

12.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

12.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

12.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

12.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

12.6 Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

12.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

12.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

12.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

12.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy

End of General Terms and Conditions



Predictable is Preventable

SUMMARY OF THE UNIQUE FEATURES OF THE LEXIPOL SYSTEM

Lexipol is America's leading provider of risk management services and resources for public safety organizations, delivering its services through a unique, web-based development system with an integrated training component. Lexipol has helped public safety agencies reduce risk and stay ahead of litigation trends, while communicating clear and concise policy guidance to their employees. Additionally, Lexipol has established a unique set of risk management tools for public safety organizations by integrating agency-specific, customized policy manuals with the Daily Training Bulletin service accessed through a web browser. The comprehensive Lexipol service is not available through any other public or private resources or organizations.

The program is unique in several ways, and there is no other system that offers the following integration in one package:

1. Online (software-as-a-service) policy manual content, document management, training content and testing through web-based proprietary system tools.
2. Regular and urgent updates to content via web-based tools.
3. Daily Training Bulletins (DTBs) that are based on realistic scenarios and written by public safety personnel, including online and real-time testing modules.
4. Archiving of all versions of the agency's policy manual, as well as capturing of user electronic signatures that acknowledge policy updates and Daily Training Bulletin records and test results.
5. Linking between the Daily Training Bulletins and policy sections to which the DTB applies.
6. Robust reporting features, including exception reporting with export to MS Excel capabilities.
7. Contemporary policy content that may be modified by the agency via proprietary online tools, thus reducing policy development time significantly.

LEXIPOL LLC

6B Liberty, Suite 200 • Aliso Viejo, CA 92656

949.484.4444 • Fax: 949.484.4443

www.lexipol.com

ADDITIONAL FEATURES INCLUDE:

Proprietary System and Software Tools: Over 150 core policies based on federal standards and case law, state statutes and case law, regulatory actions and law enforcement best practices. The client agency has full editing capability to customize the manual to reflect the agency's mission and philosophy.

Updates: Lexipol provides regular semi-annual electronic and interactive updates in response to legislative mandates, case law and evolution in best practices. It also provides client alerts and urgent updates in response to precedent-setting court decisions or events that call for immediate changes to policy.

Policy Training: The integrated Daily Training Bulletin component is a customized, scenario-based daily training program that links directly to the policy manual and is accessed online via a web browser. DTB records are also archived for easy retrieval.

Adaptability: Our clients range from small agencies to large agencies with more than 3,500 sworn personnel, including municipal police departments, county sheriff offices, county district attorneys, port police, probation departments, school district and university police, tribal police, fire departments and a diverse group of state regulatory agencies.

Scale: More than 1,600 public safety agencies with 100,000 officers or deputies in 16 states use the Lexipol system. Our subscriber base is one of the largest private networks of law enforcement policy collaborators in the nation.

Archiving: Each version of the agency's policy manual is archived on the Lexipol servers, which allows for easy retrieval by the agency. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.

For additional information or to obtain assistance please contact Lexipol at 949.484.4444 or visit www.lexipol.com.

LEXIPOL LLC

6B Liberty, Suite 200 • Aliso Viejo, CA 92656
949.484.4444 • Fax: 949.484.4443
www.lexipol.com

Lexipol

PREDICTABLE IS PREVENTABLE®

CALIFORNIA

FIRE POLICY MANUAL & DAILY TRAINING BULLETINS

Presented to:

SUSANVILLE FIRE DEPARTMENT

LEXIPOL

6B Liberty, Suite 200
Aliso Viejo, California 92656
949.484.4444
www.lexipol.com

John Fitisemanu

Client Services Representative
949.276.9935
jfitisemanu@lexipol.com

January 26, 2014

James Moore
Battalion Chief/Fire Marshal
Susanville Fire Department
1505 Main St.
Susanville, CA 96130

Chief Moore,

Thank you for the opportunity to provide your department with our Policy Manual and integrated Daily Training Bulletin service. Our goal is to help our clients successfully face the evolving challenges in the world of public safety. Lexipol provides clear benefits in terms of managing, disseminating and archiving your agency's policies and training records. Agencies that adopt our policy subscription service have clear, effective policy manuals that reflect the true values and policing philosophy of their agency.

Lexipol is uniquely qualified to provide our Policy Manual and Daily Training Bulletin service to your agency. Since 2003, our proven policy and training solutions have helped public safety agencies across the country reduce risk and avoid litigation. Lexipol provides a highly cost-effective model and powerful, easy-to-use web-based tools that will support your department with:

- Policies that reflect up-to-date, applicable industry standards and best practices;
- Customized content for the state of California;
- Daily scenario-based training that reinforces agency approved policies and procedures;
- Regular updates to agency policies and procedures as statutes, case law, and regulations change.

Thank you again for your interest in Lexipol. All of us at Lexipol look forward to working with you and your team.

Sincerely,

John Fitisemanu
Client Services Representative
949.276.9935 – Office

LEXIPOL OVERVIEW

Policy Manual Configuration and KMS Training (included in every subscription)

Lexipol has created policy content that is specific to federal and to California state law. This “master” content can then be customized by your agency. Your agency is prompted through interactive online software to develop policies standardized with regulatory requirements yet customized to the agency’s unique mission, philosophy and resource availability. The proprietary software allows efficient and accurate generation of a draft version of the manual from an online questionnaire.

Daily Training Bulletin Component (included in every subscription)

The training component consists of Lexipol’s Daily Training Bulletins. These give your department the ability to train and test employees on its policies and procedures. The DTBs consist of a brief scenario illustrating realistic circumstances firefighters typically encounter. Each scenario is linked to a policy, which puts the policy in an operational context and helps sworn personnel understand why the policy exists and how it applies to their daily tasks. The DTB system includes a brief test, which the firefighter must pass to be credited with the DTB training. Your policy administrator will receive DTB packages (via email) monthly, with each bulletin linked to a current policy. Your agency will also have the ability to create their own customized DTBs in the Lexipol system as you identify areas that require additional training.

Lexipol’s DTB training component allows you to track its training by firefighter, topic or policy. This information is archived electronically and can be produced immediately for current reports, or retrieved years later, thereby providing significant litigation and administrative support.

Implementation Services (Optional)

Lexipol offers customized start-to-finish project management from a dedicated member of our team. Regardless of your needs, budget or timeline, Lexipol has flexible implementation solutions to meet your organization’s unique needs.

Management Services (Optional)

Lexipol can manage your entire DTB program and all aspects of policy updates for your subscribed policy manuals (up to final approval) allowing you more time to focus on the needs of your agency, to take some of the workload off of your staff. Lexipol’s process allows our specialists to maintain a deep knowledge of your specific manual(s), ensuring that all updates are properly integrated with your unique, customized policy manual. Our specialists are also trained in the DTB authoring process and understand how to maximize the value and applicability of the DTBs to your agency’s policy manual.

Supplementary Publication Service - Shell (Optional)

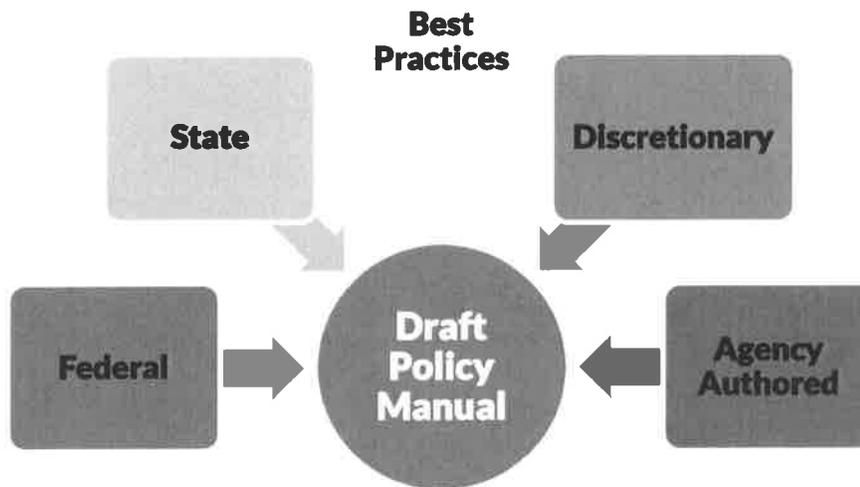
This service allows your organization to electronically link agency-specific procedural content to your policy manual in Lexipol’s KMS4 platform. Additional non-policy content can include such items as SOGs, SOPs, General Orders, Procedural Content, etc.

Unique Qualifications

Lexipol has established a unique set of risk management tools for public safety agencies by integrating agency-specific, customized policy manuals with the Daily Training Bulletin service. The Lexipol policy and training system has helped public safety agencies throughout California and the country, reduce risk and stay ahead of litigation trends, while at the same time communicating clear and concise policy guidance to their employees.

Proprietary System and Tools

Approximately 150 policies based on federal standards and state statutes and case law, regulatory actions, and law enforcement best practices are available with our intuitive tool set. Your agency has full editing capability to customize the manual to reflect your agency's mission and philosophy. Our color-coded key reflects the origin of the content and its relative importance. The final product, which is not color-coded, is a professional, well organized, easy-to-read manual online in Lexipol's Knowledge Management System and in hard copy. **There is no other system in the nation that incorporates all of these features at affordable annual subscription rates.**



Updates

Lexipol provides regular updates in response to legislative mandates, case law and evolution in best practices. We also provide client alerts in response to precedent-setting court decisions or events that call for immediate changes to policy. **These updates can be customized by your agency to reflect your agency's mission and philosophy.**

Adaptability

Our clients range from one to 3,500 sworn personnel and include municipal police departments, county sheriff offices, county district attorney offices, port police, probation departments, school district and university police, tribal police, state regulatory, fire and law enforcement agencies, federal agencies and military agencies.

Scale

Over 1,800 public safety organizations representing more than 100,000 law enforcement and fire personnel in 20 states use the Lexipol system. Our subscriber base is one of the largest private networks of public safety policy collaborators in the nation.

Archiving

Each version of your manual is archived on the Lexipol system. This is an invaluable resource in defense litigation or personnel matters that call for authenticated copies of policy or training records years after an incident.

Cost Effective Development

Most small to mid-sized agencies assign one firefighter to update and maintain their policy manual, which can consume much of the firefighter's time.

A typical firefighter does not have the experience or resources to translate statutes, case law and emerging trends into usable, defensible policy in patrol, investigations, traffic, property, custody or personnel. At Lexipol we proactively do this work for you, typically at less than 5% of the cost of a firefighter.

Ready Access

Many agencies describe their pre-Lexipol policy system as convoluted, reactive and not serving the agency well. Their employees have trouble accessing the policy system because the documents are contained in disparate silos of information.

Policy Training

The integrated Daily Training Bulletin component is a customized, scenario-based daily training program that links directly to the policy manuals. The Daily Training Bulletin program is standardized, verifiable, realistic, and ongoing training that links directly to your policy manual. Archiving of training records provides verifiable evidence of achieving specific learning objects.

Training Support

Your assigned policy administrators may attend any and all online training sessions (which can be repeated as many times as necessary):

1. Knowledge Management System (KMS) Training – which is your portal for policy editing and development and
2. Project Management session – which will introduce your Policy Manager to the Lexipol Electronic Client Toolkit (ECT) and the Project Management Guide (PMG).

Our Project Management Guide and Electronic Toolkit are included in the Lexipol subscription fee, and will aid your agency in completing your manual in a timely fashion. Our Project Management Guide provides tips and guidelines on how to achieve this goal. The Electronic Toolkit contains a couple of “best practices” examples that may give your agency some ideas as to how others have implemented the manual.

Our Program Development and Customer Service teams are also available throughout the development process to provide guidance and answer questions.

SUSANVILLE FIRE DEPARTMENT

Fire Policy Manual & Daily Training Bulletins Subscription

Based on 8 career, 1 admin, 30 volunteers

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We do all the work. You maintain all control.

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This cost may be significantly less if only minor changes are desired.

Based on a review of your existing content

Management Services (Optional)

Annual fee is in addition to the subscription fee. We manage your monthly policy updates and policy training review, distribution and tracking. You maintain all control.

Supplemental Publication Shell (Optional)

Use of electronic procedure shell assuming agency will place all content into the shell and manage all procedural content. Implementation and management services are available for procedure manuals if desired and are quoted based on project requirements.

\$1,313 per year

CALIFORNIA Fire Policy Manual

SAMPLE

Lexipol

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California State Master Fire Department

Fire Policy Manual

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F 306

Rapid Intervention/Two-In Two-Out

F 306.1 PURPOSE AND SCOPE

The purpose of this policy is to increase firefighter safety by implementing procedures for safeguarding and rescuing firefighters while operating in environments that are immediately dangerous to life and health (IDLH).

This policy applies to all members assigned to an incident and is designed to ensure immediate assistance for members who become lost, trapped or injured by adhering to the two-in/two-out standard and designating rapid intervention groups (RIG) (29 CFR 1910.134(g)(4)).

F 306.1.1 DEFINITIONS

Definitions related to this policy include:

Immediately dangerous to life and health (IDLH) - An atmospheric concentration of any toxic, corrosive or asphyxiant substance that to an unprotected person poses an immediate threat to life, would cause irreversible adverse health effects or would impair an individual's ability to escape from a hazardous area. Interior atmospheric conditions at structure fires beyond the incipient stage are considered IDLH, as are a variety of rescue types.

Initial rapid intervention group (IRIG) - A group of at least two members located outside the IDLH atmosphere to initially monitor and provide emergency rescue for responders until a larger, more formalized rapid intervention group (RIG) is created. One of the two members may be assigned to an additional role, as long as the individual is able to perform assistance or rescue activities without jeopardizing the safety or health of any firefighter at the incident. An IRIG is also known as two-in/two-out.

Rapid intervention group (RIG) - A formalized designated group of individuals or companies whose sole function is to prepare, monitor and provide for effective emergency rescue of responders in IDLH atmospheres.

F 306.2 POLICY

It is the policy of the California State Master Fire Department to ensure that adequate personnel are on scene before interior operations begin in any IDLH environment. However, nothing in this policy is meant to preclude firefighters from performing emergency rescue activities before an entire team has assembled.

F 306.3 PRE-DEPLOYMENT

Prior to initiating any fire attack in any IDLH environment with no confirmed rescue in progress, members should ensure that there are sufficient resources on-scene to establish two-in/two-out procedures (29 CFR 1910.134(g)(4)).

- (a) Members should ensure that at least two firefighters using self-contained breathing apparatus (SCBA) enter the IDLH environment and remain in voice or visual contact with one another at all times.
- (b) At least two additional firefighters should be located outside the IDLH environment.

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Rapid Intervention/Two-In Two-Out

1. One of the two outside firefighters may be assigned to an additional role so long as the individual is able to perform assistance or rescue activities without jeopardizing the safety or health of any firefighter working at the incident.

F 306.4 INITIAL DEPLOYMENT

A written personnel accountability system will be maintained whenever companies are operating at IDLH incidents. Individual crew names will be posted in a conspicuous location in the cab of department vehicles.

During the initial phase of an incident, confirmed rescues should take priority. When a confirmed rescue is in progress during the initial phase of an incident, emergency rescue activities may be performed before a designated IRIG has assembled.

All members operating in IDLH environments should be tracked and accounted for at all times, except when it would preclude firefighters from performing emergency rescue activities during the initial phase of the incident.

F 306.5 RIG DUTIES

The RIG should be assembled from resources at the scene, whose sole function is to prepare for, monitor and provide effective emergency rescue for responders.

- (a) To the extent possible, visual, voice and signal line communication should be maintained between those working in the IDLH environment and the RIG outside the IDLH environment.
- (b) RIG members should not be involved in any other duties that divert attention or resources away from their primary mission of responder rescue.
 1. Acceptable duties may include identifying and preparing access and emergency rescue egress points from affected areas, the pre-positioning of exterior ladders, forcible entry and other rescue equipment as needed at strategic locations.
- (c) Additional companies may be assigned to the RIG as conditions warrant. For large incidents with multiple points of entry, multiple RIGs should be considered.

F 306.6 EMERGENCY DEPLOYMENT OF A RIG

When a firefighter-down or firefighter-missing broadcast is transmitted, all non-emergency radio traffic should be cleared from the radio channels that the missing or trapped firefighter is using. Non-affected personnel should switch to other tactical frequencies. At least two individuals should be dedicated solely to monitoring the tactical channel. One person should be responsible for gathering information on the identity, location and condition of trapped or missing firefighter, while the second person should communicate and offer support on the tactical channel.

For an emergency deployment of a RIG, a Rescue Branch Director position should be activated to coordinate the rescue as well as any fire activities in support of the rescue effort. Other divisions and groups may support the Rescue Branch Director's efforts by diverting fire spread through horizontal or vertical ventilation to draw fire away from the affected rescue areas and by placing hose streams to check fire spread and protect rescue efforts.

The RIG supervisor should notify the Rescue Branch Director before making entry for emergency rescue. The Rescue Branch Director should provide any assistance that is appropriate to the situation. Additional resources should be ordered as needed, including

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additional RIGs, medical treatment and transportation groups or other organizational elements.



PREDICTABLE IS PREVENTABLE®

Fire Daily Training Bulletin

Citizen Complaints
Responding to Complaints

SCENARIO: You are a supervisor with Engine Company 5, which is located in one of the busier parts of town. The company is often dispatched to nighttime medical aid calls at a large senior citizens complex that is located nearby.

Penny Periwinkle, a resident of the complex, recently visited the station. Ms. Periwinkle often stops by to bring cookies to the crew. This time she seems a little agitated. She confides to you that the residents are upset because every time your crew responds to the complex, you wake them with your siren. The residents have asked her to be the person to approach you and ask you to stop using the siren when you respond. She says the residents are getting angry because they are losing valuable sleep. The residents have decided to file a formal complaint with the Fire Chief if this is not resolved right away.

ISSUE: WHAT STEPS SHOULD YOU TAKE TO RESPOND TO MS. PERIWINKLE?

RULE: Inquiries about employee conduct or performance that, if true, would not violate [department/agency] policy, federal, state or local law, policy or rule may be handled informally by a supervisor and shall not be considered a personnel complaint. Such inquiries generally include clarification regarding policy, procedures or the [Department/Agency]'s response to specific incidents.

REFER:

Policy 1028 - Personnel Complaint Procedure
Policy Section 1028.3 - Personnel Complaints

ANALYSIS: Department policy determines which calls are handled with a lights-and-siren response. Our policy dictates that fire apparatus responding to calls received through 9-1-1 use lights and sirens.

The residents at the senior citizen complex may not understand this, however. Therefore, your best bet may be to hold a special meeting to discuss the issue in an open forum. Participating in meetings and discussions such as these are an important part of the service we provide. It shows we're listening to the community and responding to their concerns.

CONCLUSION: As a supervisor, you should be able to handle this complaint at your level. You must reassure Ms. Periwinkle of the necessity of responding to medical aid calls in the quickest and safest manner possible. You have a responsibility to document this complaint and forward it to your superior with a summary of your response.

Since this complaint is a clarification regarding fire department policy and procedures, it is not considered a personnel complaint.

QUESTION: All complaints should be fully documented and handled at the appropriate level.

ANSWERS:

True

False

CORRECT ANSWER:

True

Reviewed by: JA City Administrator
 _____ City Attorney

_____ Motion only
 _____ Public Hearing
 Resolution
 _____ Ordinance
 _____ Information

Submitted by: Krystle Hollandsworth, Administrative Staff Assistant

Action Date: March 4, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5130** authorizing the execution of contract, change orders and Notice to Proceed for Susanville Municipal Airport Rehabilitation Project, Phase I, with Dig It Construction Inc.

PRESENTED BY: Jared G. Hancock, City Administrator

ANALYSIS: The Federal Aviation Administration (FAA) uses the Airport Capital Improvement Plan Process to identify and prioritize airport capital improvement projects to plan the distribution of Airport Improvement Program Funds. At its January 15, 2014 meeting the City Council approved the 2015-2019 Airport Capital Improvement Plan for the Susanville Municipal Airport. The Plan was developed with the assistance of the City's airport consultant, C&S Engineers, who worked with City staff to identify the projects, estimate the individual project costs, and note the fiscal year in which the project was scheduled for a grant funding request. The first project identified was a phased Apron Reconstruction project with an estimated project total of \$950,000.

At its June 18, 2014 meeting, the City Council approved two resolutions which authorized the application for funding through the FAA and a matching grant application through the California Department of Transportation for the completion of Phase 1. The project cost was anticipated to be \$450,000 with the FAA providing 90 percent of the project cost, and the ten percent required match funded by a combination of City funds and a Caltrans grant. Resolution No. 14-5070 and 14-5071 provided authorization to file the application, accept the allocation, and execute grant agreements with both the FAA and Caltrans.

The City worked with C&S to conduct the official bid process for the project, opening bids in August 2014. Two bids were received with the lowest responsive bid from Dig It Construction, Inc. in the amount of \$1,171,022.00 (Base bid and Alternates 1 and 2). Due to funding limitations, it was decided to award Dig It Construction the contract for the Base and Alternate 1 bids only, for a total of \$491,434.50. The City received notification in September that the FAA executed the grant to construct the Susanville Municipal Airport Rehabilitation Project, Phase I, through FAA AIP Number 3-06-0251-014-2014 to construct the project, including the actual construction, construction observation and administration services, as well as City administration. The formal project award was authorized by the City Council, allowing C&S to request payment and performance bonds from Dig It Construction, Inc. as required by project bid specifications. The required documents have been received and the contract for the construction of Apron Reconstruction Phase 1 must be executed with Dig It Construction.

Jessica Mullen, P.E., CM, with C&S, has provided staff with an estimated timeline for the next steps in the reconstruction project, which include executing the construction contract with Dig It Construction, Inc., conducting the pre-construction meeting, requesting and receiving approval from

the FAA for the City to issue Dig It Construction the Notice to Proceed, starting construction, which is scheduled for 45 calendar days. It is estimated that construction will begin in April 2015 with project completion and final walk through in May or June 2015.

FISCAL IMPACT: Total project cost \$491,434.50

ACTION REQUESTED: Motion to approve **Resolution No. 15-5130** authorizing the City Administrator to execute contract, Notice to Proceed and Change Orders up to but not to exceed ten percent of the contract cost for Susanville Municipal Airport Rehabilitation project with Dig It Construction Inc.

ATTACHMENTS: Resolution No. 15-5130
Construction Contract – Dig It Construction

RESOLUTION NUMBER 15-5130
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE CONTRACT, ISSUE
NOTICE TO PROCEED AND CHANGE ORDERS NOT TO EXCEED TEN
PERCENT OF CONTRACT COST WITH DIG IT CONSTRUCTION, INC. FOR THE
COMPLETION OF SUSANVILLE MUNICIPAL AIRPORT APRON
REHABILITATION PROJECT, FAA GRANT NUMBER 3-06-0251-014-2014,
CALTRANS GRANT LAS-1-14-1-MAT

WHEREAS, the City Council approved a motion awarding the Susanville Municipal Airport Apron Rehabilitation Project, AIP Project Number 3-06-0251-014-2014 to Dig It Construction, Inc. at its November 19, 2014 meeting; and

WHEREAS, Dig It Construction, Inc. has executed the contract for the project and submitted their Payment Bond and Performance as required by the Bid Specifications; and

WHEREAS, the City Administrator is authorized to execute the contract with Dig It Construction, Inc. and issue the Notice to Proceed; and

WHEREAS, the City Administrator is authorized to approve change orders up to and not to exceed ten percent of the total project cost.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville authorizing the City Administrator to execute the contract with Dig It Construction, Inc., issue Notice to Proceed, and authorize Change Orders up to but not not to exceed ten percent of contract cost for completion of the Susanville Municipal Airport Apron Rehabilitation Project, FAA AIP Grant Number 3-06-0251-014-2014 and Caltrans Grant LAS-1-14-1-Mat for total project cost in the amount of \$491,434.50.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 4th day of March, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
City Attorney

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20____ by and between City of Susanville, California, Administrative Services Department, having an address at 66 North Lassen St, Susanville, CA 96130 (hereinafter called Owner) and Big It Construction, Inc. having an address at 803 Lorraine Drive
Chester CA 96020 (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall perform, construct and complete all Work as specified and indicated in the Contract.

ARTICLE 2 - CONTRACT TIMES

2.1 **Contract Time.** The Work shall be substantially complete within the Contract Time as stated in General Provisions Section 80-08 "Failure to Complete on Time", and accepted in accordance with General Provisions Section 50-15 "Final Acceptance". In addition, intermediate stages or sequences of the Work shall be substantially completed and accepted as in accordance with General Provisions Section 80-08.

✓ Base Bid -	Work Area A	30 CALENDAR DAYS
✓ Alternate 1 -	Work Area B	15 CALENDAR DAYS
Alternate 2 -	Work Area C	40 CALENDAR DAYS
Alternate 2 -	Work Area D	5 CALENDAR DAYS

2.2 **Damages for Delay in Completion.** If the Work is uncompleted after the Contract Time, including all extensions and adjustments in accordance with General Provisions Section 80-07 "Determination and Extension of Contract Time", the sum stipulated in General Provisions Section 80-08 "Failure to Complete on Time" will be deducted from any money due or to become due the Contractor or their surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the Contract Time provided in this Contract.

ARTICLE 3 - CONTRACT PRICE

3.1 The Owner will pay Contractor for completion of the Work in accordance with the Contract for the Total Four hundred ninety one thousand in the amount of \$ 491,434.⁵⁰ - Four hundred thirty four dollars + 90/100.- hereby identified as the Contract Price, as shown in the Contractor's Proposal, with discrepancies corrected in accordance with General Provisions Section 30-01 "Consideration of Proposals" if applicable.

3.2 When unit bid price items are included in the Contract Price, the quantities of various units contained in the Proposal are estimated and payment to the Contractor will be made only for the actual quantities of units that are incorporated in the Work or materials furnished in accordance with the plans and specifications, as determined by the Engineer in accordance with General Provisions Section 90, "Measurement and Payment".

ARTICLE 4 - PAYMENT PROCEDURES

-
- 4.1 **Partial Payments.** Partial payments will be made at least once per month based on the Engineer's estimate in accordance with General Provisions Section 90, "Measurement and Payment". Progress payments will be made in accordance with General Provision Section 90-06, "Partial Payments".
 - 4.2 **Retainage.** From the total of the amount determined to be payable on a partial payment, the amount specified in General Provisions Section 90-06, "Partial Payments", will be deducted and retained by the Owner until the final payment is made.
 - 4.3 **Final Payment:** Final payment will be made in accordance with General Provisions Section 90-09, "Acceptance and Final Payment".

ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS

In executing this Agreement, Contractor makes the following representations:

- 5.1 Contractor has examined and carefully studied the Contract including Addenda.
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Contract. Contractor acknowledges that such reports and drawings are not part of the Contract and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract with respect to Underground Facilities at or contiguous to the site. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract.
- 5.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract.
- 5.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract and all additional examinations, investigations, explorations, tests, studies and data with the Contract.
- 5.7 Contractor has given Design Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract and the written resolution thereof by the Design Engineer is acceptable to Contractor, and the Contract is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 5.8 If this Project utilizes multiple prime contracts, the Contractor has examined the Contract for all prime contracts and has acquired sufficient knowledge of the required work of the other prime contractors to the extent that Contractor clearly understands his own obligations and responsibilities relative to the other prime contracts.

ARTICLE 6 - CONTRACT

The Contract which comprises the entire Agreement between Owner and Contractor concerning the Work consists of the following:

- 6.1 The Proposal with discrepancies corrected.
- 6.2 This Agreement.
- 6.3 The Contractor's Performance Bond and Payment Bond.
- 6.4 The Contractor's Certificates of Insurance.
- 6.5 The Notice of Award and Notice to Proceed.
- 6.6 The General Provisions and the Technical Specifications, which are a part of the Contract.
- 6.7 The Contract Drawings as listed in the Table of Contents.
- 6.8 Addenda listed below:

<u>Addendum No.</u>	<u>Date</u>
<u>1</u>	<u>8.4.14</u>
<u>2</u>	<u>8.11.14</u>
<u>3</u>	<u>8.11.14</u>

- 6.9 There are no documents other than those listed above in this Article 6. The Contract may only be modified by Supplement Agreement.

ARTICLE 7 - MISCELLANEOUS

- 7.1 Terms used in this Agreement shall have the meanings in the General Provision Section 10, "Definition of Terms".
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- 7.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract.
- 7.4 Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner or Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

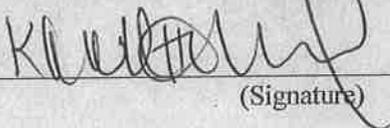
IN WITNESS WHEREOF, Owner and Contractor have signed copies of this Agreement. This Agreement will be effective on the day and year first above written.

OWNER

(SEAL)

CONTRACTOR:

Dig It Construction, Inc. (SEAL)
(Company Name)


(Signature)

Karel Holland
(Printed Name)

see 1-trees.
(Printed Title)

Reviewed by: City Administrator
 City Attorney

Motion only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Gwenna MacDonald, City Clerk

Action Date: March 4, 2015

CITY COUNCIL AGENDA ITEM

SUBJECT: **Resolution No. 15-5143** Scope of Services with C&S Companies for Susanville Municipal Airport Apron Rehabilitation Project

PRESENTED BY: Jared G. Hancock, City Administrator

ANALYSIS: The City retained the firm of C&S Companies for Airport Consulting Services in July 2012. The five-year agreement provides for specialized consultant services including planning, design and engineering as related to the Susanville Municipal Airport. Any services provided on specific projects are to be pre-authorized by the City Council. The attached Scope of Services describes the construction observation and administration services for construction of the Susanville Municipal Airport Apron Rehabilitation Phase I Project, AIP Grant Number 3-06-0251-014-2014 and Caltrans Grant Las-1-14-1-Mat to be provided by C&S Companies. The cost for consulting services is \$125,535 which is included in the FAA and Caltrans grant agreements.

FISCAL IMPACT: \$125,535 in project administration and inspection fees included in FAA and Caltrans Grants.

ACTION REQUESTED: Motion to approve Resolution No. 15-5143 approving Scope of Services with C&S Companies and authorizing the Mayor to execute

ATTACHMENTS: Resolution No. 15-5143
Schedule A – Scope of Services

RESOLUTION NUMBER 15-5143
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUSANVILLE
AUTHORIZING THE MAYOR TO EXECUTE A GENERAL SERVICE AGREEMENT
WITH C&S ENGINEERS FOR AIRPORT CONSULTING SERVICES

WHEREAS, the City executed a General Service Agreement with C&S Engineers on July 18, 2012 by Resolution No. 12-4875 to provide consulting services for the Susanville Municipal Airport; and

WHEREAS, the consulting services are to be provided on specific projects as authorized by work orders and approved by City Council; and

WHEREAS, the City Council received Federal Aviation Administration funding for completion of the Susanville Municipal Airport Apron Rehabilitation Project, AIP Grant Number 3-06-0251-014-2014 and Caltrans Grant LAS-1-14-1-Mat; and

WHEREAS, the Scope of Services attached hereto as Schedule A describes the services to be provided for this project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Susanville authorizing the Mayor to execute a General Service Agreement with C&S Engineers for airport consulting services as required by the FAA.

APPROVED: _____
Brian R. Wilson, Mayor

ATTEST: _____
Gwenna MacDonald, City Clerk

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Susanville, held on the 4th day of March, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINING:

Gwenna MacDonald, City Clerk

APPROVED AS TO FORM: _____
City Attorney

SCHEDULE "A"

WORK ORDER NO. 3

TO: Jared Hancock, City Administrator
City of Susanville

RE: Susanville Municipal Airport
Apron Reconstruction, Phase I (Base Bid and Alternative I)
Construction Observation and Administration

1. AUTHORIZATION REQUEST:

In conformance to your instructions, and in accordance with the Agreement between the City of Susanville (SPONSOR) and C&S Engineers, Inc. (CONSULTANT) for providing periodic professional services, we enclose two (2) originals of our request for authorization to furnish services in connection with the Apron Reconstruction, Phase I (Base Bid and Alternative I) project.

2. DESCRIPTION OF SERVICES:

The CONSULTANT shall provide construction contract administration, full-time construction observation, grants administration and Quality Assurance Testing services, during construction of the first phase of the Apron Reconstruction Project. The Project will be constructed by the SPONSOR with grant assistance from the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and California Department of Transportation, Aeronautics Division (Caltrans).

The purpose of this project is to reconstruct the Apron within the Base Bid and Alternative I project limits at the Susanville Municipal Airport. The project will involve milling and removal of the existing pavement section of the apron and replace with a new pavement structural section in accordance with FAA standards. In addition, new tie-downs will be installed and new markings will be painted on the newly paved surface.

Services to be provided by the CONSULTANT shall include the following:

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The Construction Contract Administration Phase shall consist of overseeing of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the FAA during the construction of the Project.

Specific tasks to be completed include:

1. Schedule and conduct a pre-construction conference. Prepare and distribute minutes.

2. Schedule and conduct weekly construction coordination meetings. Project Manager will attend three meetings in person and the remainder by conference call. The Construction Inspector will attend each meeting in person. Prepare and distribute minutes.
3. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
4. Review alternative construction methods proposed by the Contractor and advise the Sponsor of the impact of these methods on the schedule and quality of the Project.
5. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the Sponsor in resolving contractor claims and disputes.
6. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the Sponsor when necessary.
7. Prepare, review, and approve monthly and final payments to Contractor(s).
8. Prepare and implement a Quality Control and Assurance Plan as required by the FAA for monitoring material requirements and properties throughout the course of construction.
9. Review payroll reports and monitor contractor's compliance with paying employees per the Davis-Bacon Act and Caltrans requirements.
10. Furnish the Sponsor one reproducible set of the record drawings for the completed Project taken from the annotated record drawings prepared by the Construction Inspector based upon Contractor-provided information.
11. Conduct a final inspection of the completed Project with the Sponsor's airport personnel, the FAA, and the Contractor.
12. Perform an orderly closeout of the Project as required by the Sponsor and the FAA, including preparation of the FAA required Final Construction Report.
13. Prepare and coordinate all grant related documents, including reimbursement requests and Sponsor certifications, for review and approval by the Sponsor and submission to the funding agencies.

CONSTRUCTION OBSERVATION PHASE*

This phase shall consist of construction observation by a full-time Construction Inspector. This phase will comply with all applicable State and Federal prevailing wage requirements. Specific services include:

1. Maintain project records and documentation in accordance with the FAA requirements.
2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the Sponsor as to their acceptability.
3. Observe the Project to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Project. Neither the activities of the Construction Inspector or inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Project in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.
4. Attend and conduct one pre-paving meeting and weekly progress meetings.
5. Observe construction materials quality assurance testing. Arrange for, conduct, and witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for general compliance with the design intent; measure, compute, or check quantities of Work performed and quantities of materials in-place for partial and final payments to the Contractor.
6. Prepare and submit inspection reports of construction activity and problems encountered as required by the Sponsor and the FAA. Consultant shall furnish the Owner and FAA with weekly progress reports, as required by the FAA.

**Number of days for Construction Inspector is based on the construction contract time for completion (45 Calendar days or 33 working days) and also includes 3 days non-construction days assumed for inclement weather. All working days are based on eight (8) hours per day.*

QUALITY ASSURANCE TESTING

Based on the project plans, this task shall consist of quality assurance testing associated with construction of the pavement structural section and tie down placement. All materials and/or work will be examined and tested for conformance with the approved project plans and specifications, and all reports will be submitted within 7 days of testing except failing tests, which will be reported immediately.

3. SPONSOR'S RESPONSIBILITIES:

Sponsor's responsibilities shall be as described in the Agreement.

4. PERIOD OF SERVICES:

Services are to be provided in conformance with the construction schedule, which is 45 calendar days. Anticipated Notice to Proceed for construction is April 6, 2015.

5. PAYMENTS:

Payments shall be made in accordance with Article 2C of the Agreement. See "Exhibit A – Cost Summary" and "Exhibit B – Work Plan" for the cost breakdown for this project. The total estimated not-to-exceed fee is \$125,535, and will be billed on a time and materials basis.

6. GENERAL CONSIDERATIONS:

The CONSULTANT designates Jessica Mullen, P.E., C.M., as the person who will be responsible for coordinating the services rendered by the CONSULTANT for this Project.

7. SPECIAL PROVISIONS:

The following Special Provisions for the Project shall serve to amend affected portions of the Agreement where applicable, the unaltered portions thereof to remain in force:

Nor Applicable

Your signature in the space provided below, will signify approval of the terms and conditions of this request which together with the basic Agreement and Attachments identified below will constitute Work Order No. 3.

Please return this executed Work Order, which shall constitute your authorization to proceed, to our office, together with the executed attachments.

Very truly yours,

SPONSOR:

CONSULTANT:

CITY OF SUSANVILLE

C&S ENGINEERS, INC.

By: _____

By: _____

Title: _____

Title: Department Manager

Dated: _____

Dated: _____

ATTACHMENTS:

Exhibit A – Cost Summary

Exhibit B – Work Plan

EXHIBIT A



**ENGINEERING
COST SUMMARY
CONSTRUCTION ADMIN/OBSERV**

PROJECT NAME: Apron Reconstruction Project, Phase I (Base Bid & Alt 1)
 PROJ DESCRIPTION: Provide Construction Administration and Observation Services

DATE: December 12, 2014
 A/E: C & S ENGINEERS, INC.
 PROJECT NO: M13.001.003
 C&S CONTACT: Jessica Mullen

CLIENT: City of Susanville
 CLIENT MANAGER: Jared Hancock

I. DIRECT SALARY COSTS, OVERHEAD, AND PROFIT:

TITLE	BILLING RATE (\$/HR)	@	HOURS	COST
A. PROJECT MANAGER	\$234	X	89	\$20,826
B. PROJECT ENGINEER	\$142	X	63	\$8,946
C. SENIOR DESIGNER	\$124	X	8	\$992
D. GRANTS ADMINISTRATOR	\$105	X	20	\$2,100
E. INSPECTOR	\$202	X	288	\$58,176
F. INSPECTOR (OT)	\$265	X	28	\$7,420
SUBTOTAL OF DIRECT SALARY COSTS, OVERHEAD, AND PROFIT:				\$98,460

II. ESTIMATE OF DIRECT EXPENSES:

A. Travel by Auto (Mileage)	10 TRIPS @	216	MILES/RT @	\$0.57	=	\$1,231.20
B. Per Diem	36 DAYS @	1	PERSON @	\$129.00	=	\$4,644.00
C. Miscellaneous (Printing, shipping, etc.)		1	LS@	\$1,200.00	=	\$1,200.00
TOTAL ESTIMATE OF DIRECT EXPENSES:						\$7,075

III. ESTIMATE OF SUBCONSULTANT EXPENSES:

A. Wood Rodgers Geotechnical Quality Assurance Testing					=	\$20,000.00
TOTAL ESTIMATE OF SUBCONSULTANT EXPENSES						\$20,000

IV. TOTALS:

A. ESTIMATE OF MAXIMUM TOTAL COST FOR CA/CI SERVICES, AGREEMENT TOTAL & FAA ELIGIBLE:	\$125,535
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EXHIBIT B
WORK PLAN

TASK	GRANT ADM	SEN DES	PROJ ENG	MAN ENG	INSP	INSP (OT)	DIRECT COSTS	SERVICES BY OTHERS	TOTALS	TOTAL HOURS PER TASK
Construction Administration Phase									\$32,864	
Coordination with City, FAA	14		4	20					\$6,718	38
Meetings, Submittal Review, RFI's			50	60					\$21,140	110
As-Built Drawings		8	1	1					\$1,368	10
Final Closeout Report			8	2					\$1,604	10
Certificates of Construction Completion	4			2					\$888	6
Project Closeout	2			4					\$1,146	6
Construction Observation Phase									\$65,596	
Construction Observation					288	28			\$65,596	316
Direct Expenses									\$7,075	
C&S							\$7,075.00		\$7,075	
Subconsultant Expenses									\$20,000	
WoodRodgers							\$20,000.00		\$20,000	
TOTAL HOURS	20	8	63	89	288	28				\$125,535