



City of Montague Regular City Council
230 S. 13th Street, Montague, CA 96064 Ph. (530) 459-3030

In compliance with the requirements of the Brown Act, notice of this meeting has been posted in a public accessible place, 72 hours in advance of the meeting.

CITY OF MONTAGUE SPECIAL MEETING AGENDA

April 22, 2026

6:30 P.M.

Council Chambers, 230 S. 13th Street, Montague, CA 96064

PARTICIPATION: Participants can attend in person, online, and/or by telephone, as follows:

- In-person at: **Montague City Council Chambers, 230 S. 13th St.**
- Online via <https://cityofmontague-454.my.webex.com/meet/clerk> WebEx at:
- Meeting number (access code): 2630 874 0065
- Telephone at: 1-650-479-3208 When prompted, enter **Meeting ID: 26308740065 Passcode: *89335983**

AGENDA PACKET: Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available for public inspection 24 hours before each regularly scheduled meeting at the City Clerk's office at City Hall, located at 230 S. 13th Street, Montague, California, during normal business hours. Any writing that is subject to disclosure that relates to an agenda item for open session distributed less than 24 hours prior to the meeting will be available for public inspection at the City Clerk's office during normal business hours. Materials subject to disclosure distributed to a majority of councilmembers less than 24 hours before a meeting will be available for public inspection on the City's website at www.cityofmontagueca.com.

SPEAKERS: Speakers, please stand at the podium and speak loudly so the entire room can hear you. The chairman will recognize you and ask that you state your name and mailing address so that the City Staff can follow up on any issues requiring City action, or provide you with information, if appropriate.

Please silence your cell phones. Thank you!

CITY COUNCIL AGENDA:

- I. CALL TO ORDER:**
- II. ROLL CALL:**
- III. PLEDGE OF ALLEGIANCE:**
- IV. PUBLIC COMMENTS:** "As a special meeting, public participation is limited only to those items listed on the agenda. If your comments are not related to a matter listed on this agenda, please address the City Council at the next regular meeting. The City Council has the right to reasonably limit the duration of each speaker to three minutes. Speakers may not cede their time."
- V. AGENDA APPROVAL:**
- VI. NEW BUSINESS:**
 1. Engage services of Charles Pillon, CPA, for non-audit accounting services.
 2. Consideration of proposed fireworks shows and selection of fireworks vendor for the Freedom Festival 2026.
 - a. Fireworks America in amount of \$25,000
 - b. Pyrospectacular in amount of \$25,000
 3. Consideration of approval of land use agreement with Paul Maurer Shows carnival for the Freedom Festival 2026.



4. Discussion of Montague Volunteer Fire Department per diem run stipend.
5. Consideration of renewal of the MOU for the Federal Lease Agreement for Engine 516.

VII. CLOSED SESSION:

1. Personnel - Labor Negotiations (Government Code §54957.6)

City Negotiator: Andrew Jared, City Attorney

Negotiating Party: Employee Association, David Dunn

VIII. ADJOURN

In compliance with the requirements of the Brown Act, notice of this meeting has been posted in a publicly accessible place, 24 hours in advance of the meeting.

Public Hearings: If you wish to challenge in court any of the matters on an agenda for which a public hearing is to be conducted, you may be limited to raising only those issues which you (or someone else) raised orally at the public hearing or in written correspondence received by the City at or before the hearing. Any person seeking to challenge a City Council's decision made as a result of a proceeding in which by law a hearing is required to be given, evidence is required to be taken, and the discretion in the determination of facts is vested in the Planning Commission, shall be required to commence that action 90 days following the date on which the decision becomes final as provided in Code of Civil Procedure Section 1094.6. Please refer to Code of Civil Procedure 1094.6 to determine how to calculate when a decision becomes "final."

CHALLENGING DECISIONS OF CITY ENTITIES The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of Montague is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing. If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Montague, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

The City of Montague does not discriminate on the basis of race, color, national origin, religion, age, gender, sexual orientation, disability, or any other legally protected classes in employment or provision of services. In compliance



with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the City Clerk 48 hours prior to the meeting at (530) 459-3030 or by notifying the Clerk at clerk@cityofmontagueca.gov.

AFFIDAVIT OF NOTIFICATION AND POSTING
STATE OF CALIFORNIA
COUNTY OF SISKIYOU
CITY OF MONTAGUE

I, David Dunn City Administrator for the City of Montague, hereby declare under penalty of perjury that a copy of the above Agenda of the Special Meeting of the Regular City Council of the City of Montague, California, was delivered and/or notice by email not less than 24 hours, before the hour of 5:30 PM on April 22, 2026 to the members of the City Council, caused the agenda to be posted at the bulletin board found at City Hall, 230 S. 13th Street, Montague CA, and a copy to be place for review at the Office of the City Clerk.

POSTED: April 16, 2026 @ 4:30 PM



City Council Staff Report

AGENDA ITEM VI 1

Meeting Date: April 22, 2026

Subject:

From: Dave Dunn, City Administrator

Introduction: Engage services of Charlies Pillon, CPA, for non-audit accounting services

Discussion/Analysis "City needs to engage the services of Charlie Pillon, CPA for basic accounting services, including pre-audit accounting work. Mr. Pillon has worked with the City for ___ years in this and in similar capacities. We are in need of an updated agreement. The rates for his services are \$125 per hour for Mr. Pillon's services, and \$100 per hour for his associate accountant. The proposed agreement and proposed scope of services is attached."

Recommendation

That the City Council move to adopt the following motion:

No action needed

Attachments: Agreement with Charles Pillon, CPA

Action Taken: _____

Charles W. Pillon, C.P.A.

CERTIFIED PUBLIC ACCOUNTANT

4685 Pleasant Hills Dr.

Anderson, CA 96007

Telephone (530) 949-4177

Email: charlie@charlespilloncpa.com**NON-AUDIT SERVICES**

February 25, 2026

City of Montague

PO Box 428

Montague, CA 96064

I am pleased to confirm our understanding of the services that Charles W. Pillon, CPA (Auditor) and Jeff Heign (Accountant) are to provide to the City of Montague (City). The Accountant will perform the services as outlined in the scope of work section. These non-audit services (i.e. pre-audit and accounting) do not constitute an audit under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. The Accountant will perform the services in accordance with applicable professional standards. The Auditor, in his sole professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

As part of the engagement, the Accountant will not apply any procedures in accordance with auditing standards generally accepted in the United States of America to the City's account balances for any fiscal years that are subject to the review in the scope of work. The Accountant will not express an opinion or provide any assurance on the information because the Firm does not have sufficient evidence to express an opinion or provide any assurance.

During this engagement, the work performed will not provide the City any assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. If the Accountant discovers any of the above, he will bring it to your attention immediately.

Management Responsibilities

Management is responsible for making all final decisions on changes to account balances and all accounting/internal control systems.

Scope of Work

The scope of the services for this engagement shall include but not be limited to the following:

1. Pre-audit services that will assist the City in preparing the unadjusted trial balance to be audited by the external Auditor. Upon coordination with the City Administrator, the following significant financial statement items subject to pre-audit services shall include but not be limited to the following:
 - a. Grant accounting, including year-end accruals
 - b. Loans receivable
 - c. Intergovernmental revenues and receivables reconcile to external source documents
 - d. Utility trade receivables reconcile to the year-end aging
 - e. GASB 87 Lease accounting
 - f. Aging of accounts payable reconciles to the GL
 - g. GASB 101 Compensated Absences accounting
 - h. GASB 68 Pension accounting
 - i. GASB 75 OPEB Liability accounting
 - j. Governmental and Enterprise Fund accounting for capital assets, including depreciation and conversion to government-wide long-term assets
 - k. Long-term debt accounting

- l. Interfund balances reconciliation
- m. Accounting for prepaid expenses, deferred revenue and transfers
- n. Reconciliation of beginning fund balances to prior audit
- 2. Monthly accounting services shall include but not be limited to the following:
 - a. Bank reconciliations and reconciliations to the general ledger
 - b. Review of monthly payroll, including payment of taxes and pensions
 - c. Grant financial management and reconciliations, when grants are in motion
 - d. Budgeting – review of budget vs actual reporting and budget amendment recommendations to the City
 - e. Attend monthly City Council meetings when required
- 3. Quarterly and/or annual accounting services, such as:
 - a. Quarterly payroll reporting – review and/or preparation
 - b. Annual payroll reporting (i.e. W-2's and W-3) – review and/or preparation
 - c. Annual miscellaneous reporting (i.e. 1099's and 1096) – review and/or preparation
 - d. Preparation and presentation of the annual budgets for all City funds
 - e. CDBG reporting as needed
- 4. Any other accounting or financial services desired by the City.

Engagement Administration, Fees, and Other

Charles Pillon, CPA, is the engagement partner and is responsible for overseeing the work of the Accountant pre-auditor. This will primarily be done through reviewing the work while performing the audit and providing answers to questions during the pre-audit process.

The fee for all pre-audit services will be at the standard hourly rate plus out-of-pocket costs (such as travel, lodging, etc.). The standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to the engagement. The hourly rate for the engagement partner is \$125 and \$100 for the Accountant. The Accountant, Jeff Heign, will be considered an independent contractor and will be paid separately by the City for his services. The invoice for these services will be rendered on a monthly basis and are payable on presentation.

I appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the agreement and return it to me via mail or email.

Very truly yours,



Charles W. Pillon, CPA

RESPONSE:

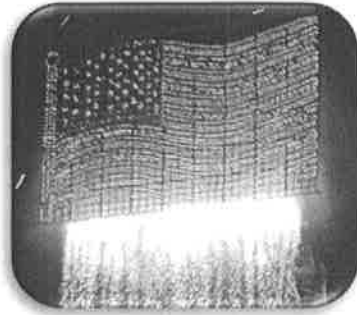
This letter correctly sets forth the understanding of the City of Montague.

By: _____

Title: City Mayor

Date: _____

City of Montague



Presents

Celebrate Freedom A Fireworks Extravaganza July 4th 2026

Produced by



"The Difference Is Quality"

**City of Montague
Celebrate Freedom
July 4th 2026**

Announcement Barrage

Program A

Aerial Titanium Salutes

3" 10

Color & Multi-Color Finale Shells

2.5" 10

Aerial Grand Finale

Program A

Color & Multi-Color Finale Shells

3" 100

4" 32

Aerial Titanium Salutes

2.5" 100

Aerial Show Presentation

Color & Multi-Color Aerial Shells

4" 184

5" 82

6" 30

**Flitter, Glitter, Electric Color &
Color Changing Shells**

4" 60

5" 18

6" 14

Distinctive & Unique Aerial Shells

4" 24

5" 10

6" 6

Grand Totals

Aerial Shell Counts

2.5" 110

3" 110

4" 300

5" 112

6" 52

Total Aerial Shell Counts

684

Program Price

**Total Program Price Inclusive of
Insurance, Operator and
Transportation**

Cost \$25,000



**FA FIREWORKS
& STAGE FX
AMERICA**

Fireworks America Products

"The Difference Is Quality"

Fireworks America has sought to affiliate itself with world renown-award winning manufacturers, both foreign and domestic. In every show you will find only the highest quality of products, designs, and variety which will far surpass those of our competitors.

Product Definitions Are:

Standard: Aerial Shells include: One color products and multiple colored products such as Chrysanthemums, Peonies, Hearts, Rings, Red, Green, Blue, Yellow, Purple, Orange, Variegated, etc. Our variety is unmatched and as such we can guarantee over 40 varieties in this category.

Compare to our competitors "Color", "Fancy", some "Extra Fancy", "Standard" or "Japanese Style Deluxe" Shells.

Classic: Aerial Shells include: Flitter, Glitter, Electric Color, Color Changing Transformation, Penny Glitter, Glitter & Color, Magnesium Red Electric, Red to Blue, Comets, etc. Our variety is unmatched and as such we can guarantee over 50 varieties in this category.

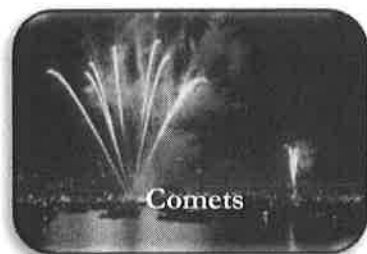
Compare to our competitors "Extra Fancy", "Floral", "Classic" or "Japanese Style Super Effect" Shells

Select: Aerial Shells include: Distinctive and Unique Aerial Shells such as Spiders, Multiple Reports, Strobes, Multiple Effect Shells, Domestic Glittering Comets, Double Hearts, Crackling Effects, Double Ring Shells, Saturn Shells, Tourbillion Shells, Waterfalls, Special Pattern Shells, Weeping Willow Shells, Shell of Shells, Coconut Palms, and Serpentine Shells, etc..

Compare to our competitors "Special" or "Japanese Style Special Effect" Shells.

Premium: Aerial Shells include: Crossettes, Serpents, Whistles, Whistles and Reports, Serpents and Strobes, Fish and Whistles, Tourbillions to Reports, Thunder and Rainbow, Serpents and Stars, Nishiki Kamuros, and many other American Made Specialty Shells.

Our competitors cannot compare with our Domestically-Made Superstars.



City of Montague
Show Concept, Services List,
and Miscellaneous Details

Services List:

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of Fireworks
- 3) All Equipment to produce the Display
- 4) Insurance Aggregate amount of
\$10,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance
(Statute)

City of Montague to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Permit Fees, if req'd
- 4) Standby Firefighter Fees, if req'd
- 5) Sound System and Playback
- 6) Adequate Permit Times as
listed below.

Minimum Time Required

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the **minimum permit times.**

Land Based Shows based require a minimum of **30 days** to permit based on Local and State Ordinance, FAA and other requirements.

Please plan your show accordingly.

Operators and Assistants:

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

Payment Terms:

50% deposit is due on Contract Execution, Balance Net 10 days after display.

Method of Discharge:

The show will be fired Manually / Hand Fired.



PYROTECHNIC PUBLIC DISPLAY CONTRACT

Fireworks & Stage FX America, LLC
dba: Fireworks America
PO Box 488
Lakeside, CA 92040
619-938-8277
619-938-8273 Fax

BATF License Number:

9-CA-073-20-6B-01843
9-CA-073-23-6B-01844

California Licenses:

GPD-0528
I/E-1129
W-1132

- 1) This Contract, entered into this 5th day of February, 2026, by and between FIREWORKS & STAGE FX AMERICA, LLC., dba FIREWORKS AMERICA, a California Corporation, duly licensed by the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives and the State of California, hereinafter referred to as "FA" and CITY OF MONTAGUE hereinafter referred to as "BUYER".
- 2) FA agrees to furnish BUYER, in accordance with the terms and conditions set forth herein, One (1) fireworks/special effects display as per Program A, submitted, accepted and made part hereof, and the services of a licensed pyrotechnic operator who will be in charge of the execution of said display unless otherwise agreed in writing. This display is to be performed on July 4th 2026, located at 41°43'47.6"N 122°32'26.3"W. The time of the display is to be at: 9:00pm.
- 3) BUYER agrees to pay FA the sum of: Twenty Five Thousand Dollars & Zero Cents (\$25,000.00) (USD) per the following terms: 50% deposit is due to FA on Contract Execution, balance remaining is to be paid in full to FA Net 10 days after the display has fired.
- 4) Should the BUYER default on these payment terms, a finance charge at a rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is greater, will be charged and accrued on the unpaid balance of the Contract until the Contract is satisfied. FA is hereby authorized to receive BUYER's financial information from any person or entity for the purpose of verifying BUYER's ability to pay.
- 5) BUYER, at its expense, agrees to provide FA a suitable DISPLAY SITE in which to stage, setup and fire the display. This DISPLAY SITE will incorporate an appropriate fallout zone, which has to be approved by FA, and that will fulfill any requirements set forth by any governing legal authority. Should the proposed site require the involvement of specialized equipment, watercraft or clean up, BUYER agrees to provide said equipment and labor at BUYER's expense.

Fireworks America Public Display Contract

6) BUYER, at its expense, agrees to provide adequate security to prevent any access to the DISPLAY SITE by members of the general public or any persons not expressly approved by FA. Any claim arising from damage to persons or property caused by any unauthorized access to the DISPLAY SITE is the sole responsibility of the BUYER. Should a multiple day setup be required, BUYER shall provide appropriate security during all the times FA is away from the DISPLAY SITE.

7) BUYER, at its expense, agrees to pay for any required "standby" Firemen, and/or any applicable permit costs and fees as required by state and local statutes, ordinances or regulations. BUYER agrees to indemnify FA for any and all changes or adjustments made to the DISPLAY at the request of any governing legal authority.

8) BUYER, at its expense, shall provide FA sufficient parking, all necessary site and event passes and allow FA sufficient time and available access, as determined by FA, to safely and professionally setup and discharge the display and subsequently remove the display equipment from the DISPLAY SITE.

9) Should BUYER fail to comply or prove itself unable to comply with the requirements stated in paragraphs 5, 6, 7 and 8 herein, FA shall have no obligation to continue with the performance of the display and the BUYER agrees to pay the full contract price plus any additional associated expenses incurred by FA.

10) BUYER agrees to assume the risk of weather, or any other cause that is beyond FA's control, that may prevent the display from being discharged on the scheduled date and time. In the event that FA, at its sole discretion, determines that the weather unsuitable for the discharge of the display, BUYER shall pay per the cancellation terms contained in paragraph 11 herein.

11) BUYER shall have the option to cancel this display at any time. If BUYER decides to cancel, BUYER agrees to pay to FA 35% of the display contract price and all other associated costs incurred by FA, including, but not limited to, permits, insurance, pyrotechnic operator's fee, transportation, choreography, custom design or any other provable expense associated with the execution of the Display.

12) BUYER agrees to hold FA harmless from all claims and penalties made against FA in the event that the display fails to start on time or is disrupted after commencement as a direct result of equipment or product malfunction or failure.

13) FA agrees to provide insurance coverage of Ten Million Dollars, Bodily Injury and Property Damage and statutory limits for Worker's Compensation. This insurance covers the operations of FA only and does not extend to any other aspect of the event at which such a display may be held. FA's operations are deemed complete when FA has vacated the premises.

14) Should BUYER fail to perform its obligations as set forth herein, BUYER agrees to indemnify, defend and hold FA harmless from all claims and suits made against FA in conjunction with the discontinuance or cancellation of the display.

Fireworks America Public Display Contract

15) FA agrees to defend, indemnify and hold harmless BUYER from and against all claims and liability arising out of the services to be performed by FA hereunder, except to the extent arising from BUYER'S negligence or willful misconduct.

16) The laws of the State of California shall govern this contract. It is agreed that any court of competent jurisdiction located in the County of San Diego, CA shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled.

17) Nothing in this contract shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between BUYER and FA. Neither party shall be held responsible for any agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

18) BUYER shall not under any circumstances, be entitled to recover any consequential damages from FA. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverages afforded in Paragraph 13 herein.

19) Other Considerations: **NONE**

20) This agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

In Witness the parties hereto, by or through their duly authorized agents, have set their hands and seals this 5th day of February, 2026.

Fireworks & Stage FX America, LLC.

City of Montague

By: J. Scott Danielson

By: _____

Title: President / Manager

Title: _____

Signature:

Signature: _____



CITY OF MONTAGUE

PROPOSAL FOR SPECIAL EVENT

PREPARED BY
Eric Souza

PREPARED FOR
Takeshi Murakami



February 9, 2026

CITY OF MONTAGUE

Takeshi Murakami
PO Box 428
Montague, CA 96064

Pyrotechnics	☐ Close Proximity	☒ Display Fireworks	☐ Firecrackers			
Theatrical Effects	☐ Spark Machines	☐ Flames	☐ CO2 Cryo Jets	☐ Confetti/Streamers	☐ Lights	☐ Foggers
Drones	☐ Light Animations	☐ Accents				

Dear City of Montague,

Enclosed you will find three important documents that outline our Special Event proposal in detail:

1. **Product Synopsis - Proposal:** Provides the specifications of the devices and products to be used in your event.
2. **Production Agreement:** Presents the terms and conditions for the production of your event, including engagements, duties, and payment dates and amounts.

Scope of Work: Outlines the responsibilities and services to be provided by both **Pyro Spectaculars North Inc.** and **City of Montague** that will be necessary for the execution of the production of your event, along with insurance limits and requirements.

Pre-Production Payment. To secure your program, return the fully executed Production Agreement of your choice, and initial payment by **Thursday, April 16, 2026**. Your program pricing is firm until **Monday, March 02, 2026**, and the final balance is due by **Tuesday, June 16, 2026**. Please note that program availability, pricing, and show date may be subject to change if these are not timely received.

If you have any questions, or wish to discuss your program in detail, please do not hesitate to contact me or your dedicated Customer Service Representative, Sarah Ray at (916) 640-0173.

Sincerely,

Eric Souza
esouza@pyrospec.com
(707) 245-6864

Pyro Spectaculars North Inc.

PYROTECHNIC PROPOSAL

CITY OF MONTAGUE

SPECIAL EVENT | SATURDAY, JULY 04, 2026

\$25,000.00

MAIN DISPLAY (5 ITEMS)

DEVICE NAME	QTY	TOTAL SHOTS
2.5" Designer Bombardment Shells	1	10
3" Designer Bombardment Shells	1	50
4" Designer Bombardment Shells	6	180
5" Designer Bombardment Shells	3	54
6" Designer Bombardment Shells	4	36
Main Display Totals	15	330

ADDITIONAL COMPONENTS (1 ITEMS)

DEVICE NAME	QTY	TOTAL SHOTS
Quick Match	1	1
Additional Components Totals	1	1

GRAND FINALE (4 ITEMS)

DEVICE NAME	QTY	TOTAL SHOTS
Aerial Display Shells Multishot Device	3	86
3" Designer Bombardment Shells	12	60
4" Designer Bombardment Shells	12	60
5" Designer Bombardment Shells	6	18
Grand Finale Totals	33	224

 Total Items: 10

 Total Quantity: 49

 Total Shots: 555

 Product Types: 3

Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.

PYRO SPECTACULARS NORTH INC. PRODUCTION AGREEMENT

This agreement and scope of work, hereinafter referred to as "Agreement," is made this _____ day of _____, 20_____, by and between **Pyro Spectaculars North Inc.**, a California corporation, hereinafter referred to as "Pyro," and **City of Montague**, hereinafter referred to as "Client." Pyro and Client are sometimes collectively referred to as "Parties" or individually as "Party."

SCOPE OF WORK

1. **Engagement** – Client hereby engages Pyro to provide to Client a production or series of productions that includes the following checked elements ("Production"), and Pyro accepts such engagement upon all of the promises, terms, and conditions hereinafter set forth ("Scope of Work"). The Production shall be substantially as outlined in the proposal from Pyro to Client dated **February 9, 2026**, attached hereto and incorporated herein by this reference.

2. Elements of the Production as described in the Proposal

Pyrotechnics	Theatrical Effects	Drones / Other
☐ Close Proximity ☒ Display Fireworks ☐ Firecrackers	☐ Spark Machines ☐ Flames ☐ CO2 Cryo Jets ☐ Confetti/Streamers ☐ Lights ☐ Foggers	☐ Light Animations ☐ Accents ☐ Other

3. **Fees, Interest, and Expenses** – Client agrees to pay Pyro a fee of **\$25,000.00 USD**, ("Fee") plus permit and standby expenses for the Production as follows:

Initial Payment of **\$12,500.00** plus estimated expenses of **\$0.00**, is due upon execution of this Agreement by both Parties but no later than **Thursday, April 16, 2026**.

Final Payment of **\$12,500.00** plus any remaining outstanding amounts is due on **Tuesday, June 16, 2026**.

4. Pyro shall provide the following Services to Client:

a. **Time and Place** – The Production(s) shall take place as follows:

Date	Approx. Time	Location
Saturday, July 04, 2026	09:30 PM	Hoge Industrial Park - Montague, City of

- b. **Pyro Services** – Pyro shall provide all services, trained technicians, equipment, products, shipping, application for specific permits covering Pyro services only, insurance covering the Production, and the other things on its part to be performed, including preproduction services, (hereinafter, collectively, "Services") as more specifically set forth in this Production Agreement and Scope of Work for each Production.
- c. **Expenses** – Pyro shall pay all normal expenses directly related to the Production, including freight, insurance as specified herein, and qualified personnel to set up and perform the Production. Client shall pay all costs related to the Production not supplied by Pyro, including, but not limited to, those items outlined as Client's responsibility in this Agreement and Scope of Work.
- d. **Preproduction** – Pyro shall provide preproduction Services and Costs for the Production as applicable, including advance acquisition of materials and products; design, engineering, programming, handling, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance and MCS90 explosives transportation coverage.

- e. **Permits** – Pyro shall make application only for specific fireworks related permits applicable to its Services only in the Production, including the to the local fire department and notices to FAA and USCG, if required. Client shall pay the costs of all permits in addition to the Fee.

5. Client shall provide the following to Pyro:

- a. **Site Arrangements** – Client shall provide a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 8 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.
- b. **On-Site Labor** - All on-site labor costs, if any, not provided or performed by Pyro personnel, including, but not limited to, local union requirements, all Site security, Police and Fire Department standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, and clean-up crew. All these additional personnel and services shall be fully insured by and the sole responsibility of Client.
- c. **Permitting** - Coordination and any applicable event permitting with the local, state or federal government that may hold authority within the Site and Production venue other than permitting expressly provided by Pyro. Costs of all permits required for the presentation of the Production and the event as a whole.
- d. **Safety Zone** - Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that Pyro is at the Site and the load site (if different) on the date(s) of the Production and all set-up and load-out dates, including land and water security to keep unauthorized people, vehicles, vessels, and aircraft from entering the Safety Zone.
- e. **General Services** - General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for Pyro personnel within the venue, secure parking for Pyro vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

GENERAL TERMS AND CONDITIONS

6. **Proprietary Rights** – Pyro represents and warrants that it owns all copyrights, including performance rights, to this Production, except that Pyro does not own Client-owned material or third-party-owned material that has been included in the Production, and as to such Client-owned and third-party-owned material, Client assumes full responsibility therefore. Client agrees that Pyro shall retain ownership of, and all copyrights and other rights to, the Production, except that Pyro shall not acquire or retain any ownership or other rights in or to Client-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, Client consents to the use of Client-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. Pyro reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of Pyro is prohibited.

7. **Safety** – Pyro and Client shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within Pyro's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by Pyro for fireworks and confetti to fail or malfunction, or for Pyro to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of Pyro.

8. **Security** – Client shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by Pyro from entering an area to be designated by Pyro as the area for the set-up and discharge of the Production, including a fallout area satisfactory to Pyro where the fireworks and confetti may safely rise and any debris may safely fall. Pyro shall have no responsibility for monitoring or controlling Client's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

9. **Cleanup** – Pyro shall be responsible for the removal of all equipment provided by Pyro and clean up of any live pyrotechnic debris made necessary by PYRO. Client shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

10. **Permits** – Pyro agrees to apply for permits for the firing of pyrotechnics only from the Local Fire Department, FAA, and USCG, if required. Client shall be responsible for any fees associated with these permits including standby fees. Client shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

11. Insurance – Pyro shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with Pyro's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect Client from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from Pyro's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from Client's negligence or willful conduct or from failure of Client to perform its obligations under this Agreement, coverage for which shall be provided by Client.

The coverage of these policies shall be subject to reasonable inspection by Client. Certificates of Insurance evidencing the required general liability coverage shall be furnished to Client prior to the rendering of services hereunder and shall include the following: that the following are named as additionally insured: Client; Sponsors, Landowners, Barge Owners, if any; Permitting Authorities, with respect to the operations of Pyro at the Production; Subcontractors or providers, if any, not covered under their own policies of insurance required hereby

12. Indemnification – Pyro represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, Pyro shall indemnify, hold harmless, and defend Client and the additional insureds from and against any claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of Pyro, their officers, agents, contractors, providers, or employees. Client shall indemnify, hold harmless, and defend Pyro from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of Client, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

13. Limitation of Damages for Ordinary Breach – Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 11 and 12, above, in the event Client claims that Pyro has breached this Agreement or was otherwise negligent in performing the production provided herein Client shall not be entitled to claim monetary damages from Pyro beyond the amount Client has paid to Pyro under this Agreement, and shall not be entitled to claim or recover any consequential damages from Pyro including, without limitation, damages for loss of income, business or profits.

14. Force Majeure – Client agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Pyro and Pyro which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which Client has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, Pyro is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which Client has purchased the Production be canceled as a result of such causes, Client may (i) reschedule the Production and pay Pyro such sums as provided in Paragraph 15, or (ii) cancel the Production and pay Pyro such sums as provided in Paragraph 16, based upon when the Production is canceled.

15. Rescheduling Of Event – If Client elects to reschedule the Production, Pyro shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. Client and Pyro shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks or confetti production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless Pyro agrees that such rescheduling will not adversely affect normal business operations during those periods.

16. Right To Cancel – Client shall have the option to unilaterally cancel the Production prior to the scheduled date. If Client exercises this option, Client agrees to pay to Pyro, as liquidated damages, the following percentages of the Fee as set forth in the Scope of Work, Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event Client cancels the Production, it will be impractical or extremely difficult to fix actual amount of Pyro's damages. The foregoing represents a reasonable estimate of the damages Pyro will suffer if Client cancels the Production.

17. No Joint Venture – It is agreed, nothing in this Agreement or in Pyro's performance of the Production shall be construed as forming a partnership or joint venture between Client and Pyro. Pyro shall be and is an independent contractor with Client and not an employee of Client. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

18. Applicable Law – This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue

for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

19. **Notices** – Any Notice to the Parties permitted or required under this Agreement may be given by tracked overnight courier requiring a signature which is effective the next business day, or by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows:

Pyro – Pyro Spectaculars North Inc., 5301 Lang Ave., McClellan, CA, 95652, US, or for overnight delivery to 5301 Lang Ave., McClellan, CA, 95652, US. With an email copy to General Counsel: gbrown@pyrospec.com.

Client – City of Montague, PO Box 428, Montague, CA, 96064, US.

20. **Modification of Terms** – All terms of this Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

21. **Severability** – If there is more than one Client, they shall be jointly and severally responsible to perform Client's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by Client and after it is executed and accepted by Pyro at Pyro's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

22. **Price Firm** - EXECUTED AGREEMENT MUST BE RECEIVED TO Pyro BY Monday, March 02, 2026. See Scope of Work, paragraph 3 b).

[Signatures on next page]

Price Firm Date Monday, March 02, 2026

EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.

See PRICE FIRM conditions, paragraph 3b and paragraph 22, above.

Pyro Spectaculars North Inc.

BY: 

PRINT NAME: Matt Gilfillan

ITS: Vice President

DATE:
2/16/26

SHOW PRODUCER: Eric Souza

City of Montague

BY: _____

ITS: _____

PRINT NAME: _____

DATE: _____

City of Montague City Clerk's Office

230 South 13th Street, Montague, CA 96064 Mailing Address: P.O. Box 428, Montague, CA 96064 Phone: 530-459-3030 Fax: 530-459-3523 Email: clerk@cityofmontagueca.com

CITY OF MONTAGUE

License Agreement

This License Agreement (Agreement) is entered into between the City of Montague (City or Licenser) and Paul Maurer Shows (Licensee), of 302 Washington St. #1219, San Diego CA 92103, to allow Licensee to utilize Hoag Park to provide carnival entertainment services during the City of Montague Fourth of July Freedom Festival on July 3 through July 5, 2026. Licensee and City are each referred to as a "Party" and collectively as the "Parties". NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the City grants to Licensee this License to provide the Services identified under the terms and conditions herein.

1. Term. The term of this License is from 12:01 am on July 1, 2026 through 11:59 pm on July 7, 2026. Licensee may conduct the Services identified in section 2 on July 3 - July 5, 2026.

2. Services Allowed. In consideration for this License and those terms identified in Section 3, at no cost to the City the Licensee agrees to provide all labor, materials, power and equipment to perform the following, hereafter known as the "the Services": carnival entertainment for the general public at the Montague Forth of July Freedom Festival at Hoag Park on July 3 - 5, 2026; opening and closing the park during that time at Licensee's discretion; all labor and equipment to provide, set-up, operate, and remove a minimum of 10 rides, protective barriers around rides, and one food concession stand. Licensee shall be solely responsible for all safety checks and evaluations prior to and during operation of rides. Licensee shall be allowed to provide, park, and occupy up to 7 bunkhouses for occupancy during the Term for personnel performing work for Licensee. All such activities shall be performed by Licensee in compliance with local, state and federal laws.

3. Compensation. This License is provided without charge to allow Licensee to provide the Services in Section 2. No monetary compensation shall be demanded by either Party. Licensee is allowed to set rates for and retain all proceeds from any sale of concessions and charges for carnival rides. Licensee will not charge a general admission fee. Licensee shall provide all labor and equipment to perform the Services. City shall provide space at Hoag Park sufficient for placing the stated equipment to perform the Services; one water connection (hoses shall be provided by Licensee); garbage dumpster; 6 port-a-potties; and 3 wash stations. City shall promote the event, for the three days of the Services on City promotional media.

4. Indemnification. In consideration of the License granted pursuant to this Agreement for occupation of the licensed premises during the Term, the Licensee shall, to the maximum extent permitted by law, at Licensee's own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld, and if such counsel is provided by Licensee's insurer pursuant to insurer's policy and duty to defend Licensee, such counsel shall be deemed acceptable by City, subject, however, to all rules of professional conduct applicable to the (representation), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation)

CITY OF MONTAGUE
License Agreement

(collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with Licensee's use of the licensed premises, Licensee's performance of the Agreement or terms of this Agreement, or Licensee's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

Licensee's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of Licensee's inability to evaluate Liability, or because Licensee evaluates Liability and determines that Licensee is not or may not be liable. Licensee must respond within 30 calendar days to any tender of defense and indemnity by the City, unless the time for responding has been extended by an authorized representative of the City in writing. In the event that the City must file responsive documents in a matter tendered to Licensee prior to Licensee's acceptance of tender, Licensee agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents. Licensee waives any and all rights to express or implied indemnity against the Indemnitees concerning any liability of Licensee arising out of or in connection with Licensee's use of the Licensed Premises or Licensee's failure to comply with any of the terms of this Agreement.

5. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

6 . Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of California.

7. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Licensor Signature _____ Title _____ Date _____

Licensee Signature _____ Title _____ Date _____

2.12.050 Compensation.

Fire personnel shall receive compensations each year, based on the number of fires attended and the number of training sessions attended. Such compensation shall be paid on the presentation by the fire chief of a sworn statement to the city clerk in the usual manner accompanied by the certificate of the fire chief, attested by the secretary-treasurer, that the services have been performed by the members of the department, and the report shall be presented and filed at the first meeting every November for council review. (Ord. 97-03 (part), 1997; Ord. 88-20 §§ 4, 5, 1988; Ord. 68B § 5)

**DEPARTMENT OF FORESTRY & FIRE PROTECTION
BUSINESS SERVICES OFFICE**

Federal Property Unit
P. O. Box 944246
Sacramento, CA 94244-2460
Website: www.fire.ca.gov



March 10, 2026

Assistant Fire Chief Takeshi Murakami
Montague Fire Department
P.O. Box 281
Montague, CA 96064-0281

Subject: Federal Excess Personal Property (FEPP) Cooperative Agreement Number 992608

Dear Assistant Fire Chief Murakami,

Enclosed is a renewal Cooperative Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) for the Federal Excess Personal Property (FEPP) Program. Currently, your department has one (1) federal property item as noted in Attachment A.

A Want/Wish list form has been included for you to complete at your option. This form gives our office an idea of your fire department's needs, allowing us to work more efficiently as a team to acquire property.

Please review the agreement for accuracy, ensuring that all details are correct, and then complete the following:

1. Review the Cooperative Agreement and sign page six (6).
2. Include a signed resolution* from the governing board/council approving participation in the FEPP Program. A blank resolution letter is included, but you may use your own version.
3. GSA PPMS Screener Request Form – gives access to selected individuals to view available property on the GSA website.
4. Email your completed agreement and additional paperwork listed above to:
Taylor.Simmons@fire.ca.gov

Alternatively, you may mail your completed packet to:
CAL FIRE BSO Federal Property Unit, P.O. Box 944246, Sacramento, CA 94244-2460
Attn: Taylor Simmons

**NOTE: Per the United States Department of Agriculture (USDA) Forest Service, the signed resolution from the governing board/council is a crucial part of the agreement. Without it, the agreement is considered incomplete and will prevent CAL FIRE from completing the agreement process.*

A copy of the agreement will be emailed to you when the additional signatures have been obtained.

We appreciate your prompt assistance in completing this agreement. Your cooperation is instrumental in this process. Please do not hesitate to contact me if you have any questions.

Sincerely,

Taylor Simmons

Taylor Simmons
Federal Property Coordinator
Taylor.Simmons@fire.ca.gov

cc: Brandie Mallery, Siskiyou Unit Forestry Logistics Officer, CAL FIRE (SKU)
Teresa Kendall, Siskiyou Unit Forestry Logistics Officer, CAL FIRE (SKU)

STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

COOPERATIVE AGREEMENT FOR THE
USDA FOREST SERVICE
FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

This agreement is entered into by and between

THE STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

AND

MONTAGUE FIRE DEPARTMENT

This agreement made and entered into this day of , 20 , by and between the State of California acting by and through the Director of the Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as the STATE and the Montague Fire Department, hereinafter referred to as the COOPERATOR, covenants as follows:

I. PURPOSE

The STATE has been approved as an agent of the United States Department of Agriculture (USDA) Forest Service for administering Federal Excess Personal Property (FEPP) as part of the Cooperative Fire Protection Program, which allows the COOPERATOR to take custody and use FEPP property for wildland and rural community fire protection services.

II. MUTUAL INTEREST OF PARTIES

Both the STATE and the COOPERATOR have a mutual interest in the prevention, protection and suppression of all wildland and rural community fires near and adjacent to the property and the people of California.

III. AUTHORITIES

The Federal Property and Administrative Services Act of 1949, as amended (40 U.S.C. § 483) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2106(c)) authorizes the FEPP Program as an element of the Cooperative Fire Protection Program (16 U.S.C. § 2106(b)). Under these authorities, the USDA Forest Service may lend FEPP property needed for wildland and rural community fire protection to the STATE and to local paid or unpaid fire departments for their use.

IV. RESPONSIBILITIES

THE COOPERATOR AGREES:

1. Primary use of FEPP property must be 90 percent for activities directly related to wildland and rural community fire protection; however, situations may occur that make this exclusive use impractical. Non-fire emergency use of FEPP property is authorized and limited to no more than 10 percent total usage. Abuse of the 10 percent non-fire use standard could result in recall of the property on loan, suspension from the program, or other sanctions.

2. FEPP property acquired by the COOPERATOR is not permitted to be rented, leased, loaned, or traded to another party; no exceptions. FEPP property is not permitted to be transferred or sold without prior approval from the STATE or the USDA Forest Service. FEPP property is for official use only; personal use of FEPP property is prohibited, violates the law, and this Cooperative agreement. Any personal use violations found, subjects the COOPERATOR to penalties and FEPP property recall as determined by the STATE and the USDA Forest Service.
3. To immediately notify the STATE of receipt of FEPP property during the acquisition process.
4. To bear the entire cost of transportation, retrofit, modification, maintenance, repairs, and operation of acquired FEPP property while in the COOPERATOR's possession.
5. The COOPERATOR must paint any FEPP rolling stock acquired directly from the USDA Forest Service that has the distinct Forest Service green color. If the FEPP property is acquired from the Department of Defense (DoD) and has military colors or markings, it must be painted. This is mandatory per the STATE and the USDA Forest Service. The painting of the FEPP vehicle must be accomplished within one (1) calendar year of the acquisition.
6. To register all FEPP rolling stock with the California Department of Motor Vehicles (DMV) within 60 days of receipt of property. Lien Holder will remain as the USDA Forest Service. This is mandatory as ownership remains with the USDA Forest Service. Registered Owner will be the COOPERATOR.
7. To obtain prior to operation of any FEPP property the minimum liability insurance in the amount required by State law to cover the operation of FEPP rolling stock. The COOPERATOR must maintain adequate insurance to cover damages or injuries to cover persons or property relating to the use of the property. Proof of insurance coverage must be provided to the STATE in the form of an insurance policy or a self-insured statement on an official letterhead.
8. Drivers of FEPP property must take the necessary equipment training and have a valid California operator license to operate the loaned vehicle(s).
9. To make FEPP property operable and ready to be placed into service for wildland and rural community fire protection, including fire suppression and prevention. Operational condition of the property will be achieved within one (1) year to the date of property pick up/receipt.
10. FEPP property cannot be modified or cannibalized without prior authorization from the STATE and the USDA Forest Service. The COOPERATOR shall contact the STATE with a request and justification to modify or cannibalize any FEPP property. The request must be submitted for approval before any modification or cannibalization to FEPP property takes place.
11. The COOPERATOR is responsible for the proper care, maintenance, security and storage of all acquired FEPP property.
12. All FEPP property must be identified as property belonging to the USDA Forest Service and for fire use only. The STATE will provide USDA Forest Service property tags along with a property number assigned to accountable FEPP property.

13. To promptly report any FEPP property when it is no longer needed by the COOPERATOR to the STATE and the USDA Forest Service for disposal authority. The COOPERATOR is not to release FEPP property to anyone unless the STATE and the USDA Forest Service have provided the proper authorization and documentation needed. The COOPERATOR is to provide reasonable access to authorized personnel for inspection and removal of FEPP property.
14. Ownership of all accessories, tools, light bars, sirens and equipment which is added to the loaned FEPP property remains with the COOPERATOR and must be removed prior to the disposal process.
15. Accidents involving FEPP property must be reported directly to the STATE within 10 days of the situation. This includes accidents that result in death, injury, illness, or property damage (more than \$350). Depending on the type of accident, the STATE will provide direction to the COOPERATOR on the information required to be submitted to the USDA Forest Service.
16. Lost, stolen, damaged or destroyed FEPP property shall be reported to the STATE for proper documentation and handling.
17. When FEPP property is lost, damaged, destroyed or stolen, a determination is required whether there was negligence on the part of the COOPERATOR. The STATE shall make a recommendation to the USDA Forest Service Property Management Officer (PMO) whether there was negligence or gross negligence.
 - a. Negligence: The failure to abide by Federal rules and regulations.
 - i. Repeated instances of negligent damage to FEPP property by staff of the COOPERATOR may be cause for the STATE to suspend further acquisitions by the COOPERATOR until the reasons for the negligence are identified and steps taken to prevent further instances.
 - b. Gross negligence: The intentional, willful, or wanton failure to exercise a reasonable degree of care to protect FEPP property in one's custody in reckless disregard of the consequences of the actions.
 - i. If the STATE determines that there is apparent gross negligence on the part of the COOPERATOR staff, the findings plus all supporting documentation shall be forwarded by the STATE to the USDA Forest Service PMO for a final determination.
 - ii. Should the USDA Forest Service submit the final determination is one of gross negligence and sends the STATE a Bill of Collection for FEPP property under the COOPERATOR's care, the COOPERATOR will reimburse the STATE for all the costs listed on the Bill of Collection.
 - iii. The COOPERATOR shall be suspended from acquiring any additional FEPP property for a set time as determined by the STATE.
 - iv. A second case of gross negligence will cause the COOPERATOR to lose all privileges of participation in the FEPP program as determined by the STATE.
18. To perform/participate in the physical inventory process on FEPP property in the COOPERATOR's possession every two (2) years.
19. The STATE and the USDA Forest Service will periodically conduct joint reviews of the FEPP program to ensure compliance with the USDA Forest Service and other applicable statutes, regulations and policies are being followed. The COOPERATOR must participate and provide access to all physical FEPP property along with access to all FEPP documentation during the review. The STATE is authorized to perform audits and reviews by STATE personnel, in between joint reviews, to provide the USDA Forest Service information for FEPP program improvements.

20. To retain all documentation on all inventoried FEPP property for six (6) years and three (3) months after the year designated for the disposal of the property. The STATE will send all mandatory documentation required for acquisition, management and disposal of FEPP property to the COOPERATOR as these processes occur.
21. The COOPERATOR must provide access to and the right to examine all records, books, papers or documents relating to the FEPP program to the USDA Forest Service, the USDA Office of the Inspector General (OIG), the Comptroller General of the United States, the STATE and their authorized representatives.
22. To comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or natural origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. To comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) prohibiting discrimination where discriminatory practices will result in unequal treatment of persons who are or should be benefiting from the activity.

V. OTHER AGREEMENT TERMS
IT IS MUTUALLY AGREED THAT:

1. Title to all FEPP property shall remain vested in the United States federal government.
2. The COOPERATOR shall complete a resolution, or a statement from their governing board/council, approving participation in the FEPP program. The resolution must be received with this Cooperative agreement as a requirement of the Terms and Conditions before the STATE will prepare or continue (in the case of a renewal agreement) the COOPERATOR's access to screen and manage FEPP property.
3. All FEPP property loaned to the COOPERATOR shall be for an indefinite period of time, unless the COOPERATOR is negligent of program requirements as detailed in the Terms and Conditions of this Cooperative agreement as well as any Federal regulations that govern the FEPP program. The agreement may be terminated by either party after giving notice 60 days in advance of such termination to the other party.
4. The STATE will not be responsible for furnishing spare parts for FEPP property and the COOPERATOR accepts all FEPP property "as is" without any warranties of any kind, either expressed or implied.
5. Amendments to this Cooperative agreement covering acquisitions and disposals of FEPP property will be submitted by the STATE to the COOPERATOR for review and signature. These Amendments will be sent upon completion of the action taken and must be returned signed and dated by the COOPERATOR to the STATE to maintain accurate record keeping as required by the USDA Forest Service.
6. COOPERATORS with any FEPP property will cooperate with regulatory agencies to ensure compliance with Federal and State regulations, program and property management requirements.
7. In the event of any dispute over FEPP loaned equipment or any terms or conditions contained herein, the dispute shall be decided by the STATE and its decision shall be binding and final.

8. The parties hereto agree that the COOPERATOR, their officers, employees, agents, servants, contractors, volunteers, paid firefighters, and all others acting on behalf of the COOPERATOR, performing under the terms of this Cooperative agreement, are not acting as officers, employees or agents of the State or the Federal government.
9. The COOPERATOR agrees to defend, indemnify, save and hold harmless the STATE as defined herein, and the Department of Forestry and Fire Protection (CAL FIRE), their officers, agents and employees against all claims, demands, causes of action or liability of any kind whatsoever arising out of the acts of the COOPERATOR, its agents or employees in the performance of any function provided for under the terms of this agreement or the use of property transferred.
10. The period of this agreement is for five (5) years from the date of last signature on page six (6) and entered on page one (1), if no violations or signatory changes occur. Thereafter, the agreement shall be reviewed every other year for compliance by the STATE during the agreement review process and extended if no violations or changes have occurred, not to exceed a five (5) year term renewal. This Cooperative agreement supersedes all prior agreements related to the FEPP program.
11. Either party may terminate this agreement by providing written notice to the other party 60 days prior to the termination date. If the agreement is terminated, the COOPERATOR shall be ineligible to continue participation in the FEPP program. Upon termination of this Cooperative agreement, all FEPP property assigned to the COOPERATOR shall be returned to the STATE. Prior to terminating a COOPERATOR's eligibility for cause, the STATE shall attempt alternative resolutions.
12. Any information provided to the STATE under this Cooperative agreement is subject to the Freedom of Information Act (5 U.S.C. §§ 551 *et seq.*).
13. The primary contact information of the parties hereto, for all notices, payments, repayments, or any other activity required or contemplated under the terms of this Cooperative agreement are:

Cooperator Name:	Department of Forestry and Fire Protection (CAL FIRE) Federal Property Programs
Montague Fire Department	
Contact Name: Takeshi Murakami	
Title: Assistant Fire Chief	
Street Address: 121 S 10 th Street	Street Address: 710 Riverpoint Court West Sacramento, CA 95605
Mailing Address: P.O. Box 281	Mailing Address: P.O. Box 944246
City: Montague	City: Sacramento
Zip: 96064-0281	Zip: 94244-2460
Phone Number: (530) 459-5343 Ext.	Phone Number: (916) 956-7610
Cell Phone Number: (530) 340-5175	Fax Phone Number: (916) 894-9880
Email: montaguefire@att.net	Email: FederalProperty@fire.ca.gov

14. Local CAL FIRE Unit contact information:

CAL FIRE Unit: Siskiyou Unit (SKU)	Point of Contact: SKU Forestry Logistics Officer
Physical Address: 1809 Fairlane Rd.	
City: Yreka	Zip Code: 96097
Phone Number: (530) 842-3516 Ext. :	

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year of the last signature below.

COOPERATOR	
NAME OF COOPERATOR: Montague Fire Department	
BY (Authorized Signature): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: Takeshi Murakami, Assistant Fire Chief	
STATE OF CALIFORNIA Department of Forestry and Fire Protection (CAL FIRE)	
BY (CAL FIRE Unit Chief): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: Greg Roath, Unit Chief, Siskiyou Unit (SKU)	
BY (CAL FIRE State and Federal Property and Recycling Manager): 	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: Melissa Hillis, State and Federal Property and Recycling Manager	

STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE)

COOPERATIVE AGREEMENT FOR THE
USDA FOREST SERVICE
FEDERAL EXCESS PERSONAL PROPERTY (FEPP) PROGRAM
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

ATTACHMENT A

MONTAGUE FIRE DEPARTMENT

	ITEM:	SERIAL #:	PROPERTY #
1.	2003 International Type 3 Wildland Fire Truck (4x4) Mdl: 7400	1HTWEADN73J048331	PP0000032843
2.			
3.			
4.			
5.			
6.			
7.			

Rev. November 2022

RESOLUTION 26-07
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MONTAGUE AUTHORIZING APPLICATION FOR THE FEDERAL
EXCESS PERSONAL PROPERTY (FEPP) PROGRAM IN
ACCORDANCE WITH
Cooperative Forestry Assistance Act (CFAA) of 1978 (16 U.S.C. Chapter 41 § 2101)

Date

The City Council of the _____ Volunteer Fire Department finds:

WHEREAS, there is a need for excess personal property from the United States Department of Agriculture (USDA) Forest Service through the Federal Excess Personal Property (FEPP) program to help actively engage in the prevention, protection, and suppression of all wildland, rural, structural, or other fires in the County of _____, and,

WHEREAS, the loan of certain FEPP items is available for local fire agencies as described in the USDA Forest Service FEPP Desk Guide, in accordance with the Cooperative Forestry Assistance Act (CFAA) of 1978 (16 U.S.C. Chapter 41 § 2101).

THEREFORE, be it resolved that the City Council of the _____ Volunteer Fire Department accepts the agreement between the State of California, Department of Forestry and Fire Protection (CAL FIRE) and the _____ Volunteer Fire Department for the acquisition of FEPP, and, authorizes Assistant Fire Chief _____ to sign the agreement on behalf of the City Council.

Secretary

City Council of the _____ Volunteer Fire Department