

**BEFORE THE BOARD OF DIRECTORS OF THE
LAKE SHASTINA COMMUNITY SERVICES DISTRICT
COUNTY OF SISKIYOU, STATE OF CALIFORNIA**

IN THE MATTER OF:

Resolution Number: 8-13

Approving the Department of Forestry and Fire Protection Agreement #7FG13111 for services from the date of last signatory on page 6 of the Agreement to June 30, 2014 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the Lake Shastina Community Services District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 6 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2013-14 up to and no more than the amount of \$3,432.

BE IT FURTHER RESOLVED that Corinne Moller, President of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Lake Shastina Community Services District Department of Public Safety.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Lake Shastina Community Services District, at a regular meeting thereof, held on the 20th day of November, 2013 by the following vote:

AYES: Directors Cupp, Mitchell, Moller, Roths and Wetter
NAYS: None
ABSENT: None

Signature, Board of Directors Member



Tom Wetter, Vice President

-----**CERTIFICATION OF RESOLUTION**-----

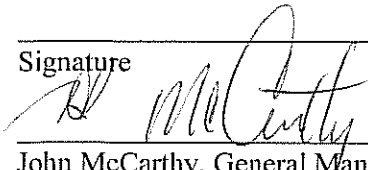
ATTEST:

I John McCarthy, Clerk of the Lake Shastina Community Services District, County of Siskiyou California do hereby certify that this is a true and correct copy of the original Resolution Number 8-13.

WITNESS MY HAND OR THE SEAL OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT, on this 20th day of November, 2013.

**OFFICIAL SEAL
OR NOTARY CERTIFICATION**

Signature



John McCarthy, General Manager/Clerk
Lake Shastina Community Services District

**VOLUNTEER FIRE ASSISTANCE PROGRAM
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DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and the Lake Shastina Community Services District Department of Public Safety hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **TIMELINESS:** Time is of the essence in this Agreement.
6. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2013 or LOCAL AGENCY will forfeit the funds.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
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7. **GRANT AND BUDGET CONTIGENCY CLAUSE:** It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2013-14 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed \$3432 on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Exhibit(s) A, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 2014.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE, in triplicate, at the address specified in paragraph 11, with a postmark no later than August 31, 2014 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Exhibit(s) A". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

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11. **ADDRESSES:** The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

LOCAL AGENCY: Lake Shastina Community Services District.
Department of Public Safety
16320 Everhart Drive, Weed CA 96094
Attention: Public Safety Chief Mike Wilson
Telephone Number(s): 530-938-2226
FAX Number: 530-938-3179
E-mail chief@lakeshastina.com

STATE: **Department of Forestry and Fire Protection**
Cooperative Fire Programs, Room 1653-2A
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 653-6179
FAX (916) 653-9708

12. **PURPOSE:** Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
13. **COMBINING:** In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
14. **OVERRUNS:** In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the Agreement share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
15. **UNDERRUNS:** In the event that the total cost of a funded project is less than the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for Agreement funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Exhibit A application, made by STATE, will be in writing and will require an amendment.
16. **FEDERAL INTEREST IN EQUIPMENT:** The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this Agreement, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation.

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The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE Sacramento Property Office of the disposal of such items.

17. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE Sacramento Property Office. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE Sacramento Property office will advise the appropriate STATE Unit and LOCAL AGENCY contact of the VFA Property Number assigned.
18. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
21. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

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- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed **Agreement** will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

22. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through June 30, 2014.
23. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
24. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signatory date below.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

LOCAL AGENCY

Lake Shastina Community Services
District

By: *Dan M. Sendek*
Signature

By: *Corinne Moller*
*Signature

Dan Sendek
Printed Name

Corinne Moller
Printed Name

Staff Chief
Title
Cooperative Fire Programs

President
**Title

26 November 2013
Last Signatory Date

11/20/13
***Date

*Ensure that the officer signing here for LOCAL AGENCY IS THE SAME Officer authorized in the Resolution to execute this Agreement.
**Ensure that the title entered here IS THE SAME title used in the Resolution for the Officer who is executing this Agreement.
***Ensure that the date LOCAL AGENCY signs IS THE SAME DATE as the Resolution date OR LATER.

FOR STATE USE ONLY

AMOUNT ENCUMBERED BY THIS DOCUMENT \$3,432	PROGRAM/CATEGORY (CODE AND TITLE) Support		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	(OPTIONAL USE) Vendor # <u>814125-00</u>			
TOTAL AMOUNT ENCUMBERED TO DATE \$3,432	ITEM 3540-001-0001	CHAPTER 21	STATUTE 2013	FISCAL YEAR 13/14
OBJECT OF EXPENDITURE (CODE AND TITLE) 13-9214-418.99-92522				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.
SIGNATURE OF CDF ACCOUNTING OFFICER X <u>Linda Rodriguez</u>			DATE <u>12/10/13</u>	

*Department of General Services
Use Only*

DGS APPROVAL NOT
REQUIRED PER SAM 1215

CONTRACTOR

STATE AGENCY

DEPT. OF GEN. SER.

CONTROLLER

EXHIBIT A
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
APPLICATION FOR FUNDING
COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978
VOLUNTEER FIRE ASSISTANCE PROGRAM - Agreement #7FG

RECEIVED

APR 05 2013

⑧

Type or print neatly in ink. Complete in duplicate; Submit original to CAL FIRE Operational Unit and keep one copy for your file.

YOUR UNIT
 DEPARTMENT OF FORESTRY

A. DEPARTMENT/ORGANIZATION

Name: LAKE SHASTINA DEPARTMENT OF PUBLIC SAFETY (FIRE)
 Street Address: 16309 EVERHART DRIVE
 Mailing Address: 16320 EVERHART DRIVE
 City, State, Zip: WEED, CA 96094
 Telephone: (530) 938-3577

B. AREA TO BE SERVED BY AWARD (Includes areas covered by contract or written mutual aid agreements).

Number of Communities: 1 Area: 72 sq. miles Congressional District #: 2
 Population: 2836 Annual Budget: \$ 127,377⁰⁰ Latitude 41° 31.696
 Longitude 122° 21.813

C. ACTIVITY: Average annual number of emergency incidents.

Fire: 22 EMS: 108 Other: 56 = Total: 186

D. PURPOSE OF GRANT (Check all that apply. HazMat, EMS, and Rescue equipment are not authorized).

Safety Equipment _____ Fire equipment _____ Radio Equipment Training _____

E. PROPOSED PROJECT (List individual items for funding):

Item (Group by project type)	Quantity	Unit Cost	Total
1. <u>BENDIX KING DPHCMB RADIO</u>	<u>1</u>	<u>2325⁰⁰</u>	<u>2325⁰⁰</u>
2. <u>BENDIX KING RECHARGEMENT BATTERY</u>	<u>10</u>	<u>47.95</u>	<u>479.50</u>
3. <u>BENDIX KING SPEAKER MIC.</u>	<u>10</u>	<u>80⁰⁰</u>	<u>800⁰⁰</u>
4. <u>RADIO CHEST UNIVERSAL HARNESS</u>	<u>5</u>	<u>59.95</u>	<u>299.75</u>
5. <u>SWISSPHONE RETZEV VOX PAGER</u>	<u>5</u>	<u>495.99</u>	<u>2479.95</u>
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. <u>SUB TOTAL:</u>	_____	<u>3544.00</u>	<u>\$6384.70</u>
9. <u>TAX:</u>	_____	<u>500.00</u>	<u>\$478.82</u>
PROJECT TOTAL COST			\$ <u>6863.02</u>

F. TOTAL APPLICATION REQUEST (UP TO 50%: \$500 minimum; Possible \$20,000 maximum). \$ 3431.51

AMOUNT FUNDED FOR THIS AGREEMENT \$ _____

G. INDIAN TRIBAL COMMUNITY (If project includes an Indian Tribal Community, please provide):

Population: _____ Number of Structures: _____

Size (acres): _____ Distance to nearest fire station (miles): _____

H. ADDITIONAL INFORMATION (Briefly describe the area to be served: fire protection system; water system; equipment; facilities; equipment; staffing; hazards; etc.; Briefly explain purpose of project):

THE PROJECT WILL PROVIDE PAGER AND RADIO COMMUNICATION EQUIPMENT
TO VOLUNTEER FIRE FIGHTERS TO PROVIDE ADEQUATE NOTIFICATION
AND COMMUNICATIONS FOR PERSONNEL DURING FIRES.

The 72 square miles protected by the Lake Shastina Fire Department is very rural. The area surrounding the subdivision is predominantly sagebrush, buck brush and bitterbrush. There are mixed conifer forest lands adjacent to the southern portion of the subdivision. The area in which the subdivision is located is prone to high winds during all times of the year due to the natural channeling effect of airflow between the Cascade Range (Mount Shasta) on the east and the Coast Range (Mount Eddy) on the west. The Weed/Lake Shastina area is classified as a "High Fire Hazard Severity Zone," and is listed in the Federal Register as a community "at risk" in California. In the last 11 years there have been 7 significant fires within 8 miles of the subdivision, 2 of them that were stopped just short of our primary roadways. Those fires were fast moving fires pushed by the strong gusty south winds which created long range ember spotting and low smoke columns in front of the lines. The most recent Hotlum and Hoy Fires burned over 4,000 acres next to the Lake Shastina subdivision including several structures.

The Lake Shastina Fire Department protects 1,233 homes in its primary response area, all protected by one front line structural fire engine and 13 volunteer firefighters. It also responds to fires for an additional over 2,500 homes in our automatic aid response area for Weed City, Mayten Fire District and the adjoining areas.

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advanced written approval by the State, the applicant may use additional/excess funding, up to the contract maximum amount; to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require additional processing and approvals before expenditures can be approved.

The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2014. The Recipient agrees to provide the CAL FIRE itemized documentation of the Agreement project expenditures and bill the CAL FIRE as soon as the project is complete, but no later than September 1, 2014. The Recipient gives the CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless the CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of applicant's knowledge and belief, the data in this application is true VFA Application Contingency Clause



Authorized Representative Signature

MICHAEL L. WILSON
Printed Name

CHIEF OF PUBLIC SAFETY
Title FOR LAKE SHASTINA

4/13/13
Date



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Regular Meeting
Wednesday, November 20, 2013 – 5:00 p.m.
Administration Building
MINUTES

CALL TO ORDER AND ROLL CALL: called to order at 4:30 p.m.

LSCSD Board Roll Call: Cupp Mitchell Moller Roths Wetter

PUBLIC COMMENTS BEFORE CLOSED SESSION: None

CLOSED SESSION: called to order at 4:31 p.m.

Also present was GM McCarthy.

1. A. Conference with Legal Counsel: Existing Litigation (Gov. Code Section 54956.9)
DECO Industries LLC v. LSCSD et al.

With no objections by the Board, Pres. Moller adjourned Closed Session at 4:50 p.m.

REGULAR MEETING: called to order at 5:00 p.m.

Also present were GM McCarthy, PWS Moser, SAC Nelle, CPS Wilson and AA Charvez.
There were approximately 9 people in the audience.

PLEDGE OF ALLEGIANCE: Pres. Moller led the Pledge of Allegiance.

REPORT ON CLOSED SESSION:

Item 1.A.: The Board received updates from the attorney. No action taken.

PUBLIC COMMENTS: None

CONSENT CALENDAR: (All items accepted/approved by the Board unless otherwise noted.)

2. A. Approval of Minutes: Regular Meeting October 16, 2013
- B. Ratification of Disbursements: October 1 to October 31, 2013
- C. Budget Comparison: FY 2013/2014 YTD
- D. LAIF Quarterly Report

With no objection by the Board, Pres. Moller moved to approve Consent Calendar.

Ayes: Directors Cupp, Mitchell, Moller, Roths and Wetter

Noes: None

Absent: None

DISCUSSION / ACTION ITEMS:

3. Presentation regarding County Service Area 6 (CSA 6): Bernie Paul, Cal Fire Siskiyou Unit Chief and Bill Haars, Volunteer Grenada Fire Chief gave an overview of the ballot measure for CSA 6 (November 2014) which will provide equipment and supplies for fire engines and ambulances in Northern Siskiyou County. This is similar to existing CSA 3 which covers Southern Siskiyou County. Lake Shastina is split into both CSA areas.
4. Department of Public Safety: monthly report: Chief Wilson updated the board on Fire and Police activities.
5. Department of Public Safety: acceptance of Volunteer Fire Assistance Program Grant Funding, Resolution 8-13: Chief Wilson gave an overview of VFA program grant.

Motion by Dir. Cupp second by Dir. Roths to adopt Resolution No. 8-13 to accept the 2013 Volunteer Fire Assistance Grant (grant funds \$3,432, District matching funds \$3,432.)

Ayes: Directors Cupp, Mitchell, Moller, Roths and Wetter

Noes: None

Absent: None

6. Department of Public Safety: authorization to sell surplus property. Chief Wilson recommended the sale of surplus property. The Board discussed.

Motion by Dir. Roths second by Dir. Cupp to declare the property list as surplus and authorize the sale of equipment through a public auction.

Ayes: Directors Cupp, Mitchell, Moller, Roths and Wetter
Noes: None
Absent: None

7. Public Safety Tax Measure: consideration of election date: GM McCarthy reviewed options for tax measure election date. The Board discussed.

Motion by Dir. Mitchell second by Dir. Roths to approve June election date for the Public Safety Police and Fire ballot measure

Ayes: Directors Cupp, Mitchell, Moller, Roths and Wetter
Noes: None
Absent: None

8. Public Safety Tax Measure: consideration of special counsel for elections. The Board discussed options for hiring an attorney with expertise in elections to assist with the tax measure. The Board directed staff to bring recommendations back at a subsequent meeting.
9. Consideration of establishment of a Facebook presence for the CSD: GM McCarthy reviewed process involved if the Board decided to implement a Facebook page. The Board discussed.

Motion by Dir. Wetter second by Dir. Cupp to not approve implementation of a Facebook page.

Ayes: Directors Cupp, Mitchell, Roths and Wetter
Noes: Director Moller
Absent: None

10. Consideration of Christmas Tree Lighting event items.

Motion by Dir. Wetter second by Dir. Moller to authorize the new location for the official Christmas tree at the northwest corner of entry road and Everhart Drive.

Ayes: Directors Cupp, Mitchell, Moller, Roths and Wetter
Noes: None
Absent: None

Motion by Dir. Wetter second by Dir. Roths to approve the use of the Public Safety building and parking lot for the Christmas tree lighting.

Ayes: Directors Cupp, Mitchell, Moller, Roths and Wetter
Noes: None
Absent: None

11. Dwinell Dam: threat to remove, by Klamath Riverkeeper Group / Karuk Tribe: Dir. Wetter gave an update on the lawsuits against the Montague Water Conservation District (MWCD) and shared that a possible settlement was in the works.
12. District Transparency Certificate of Excellence: GM McCarthy reviewed SDRMA's program which would help promote transparency of the District's operations. The Board discussed.

Motion by Dir. Wetter second by Dir. Roths to approve the goal of trying for the Certificate of Excellence in Transparency for a public agency and work with staff to achieve that goal.

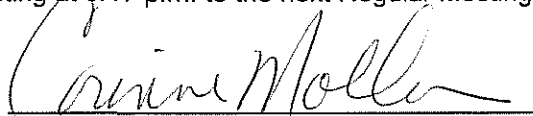
Ayes: Directors Cupp, Mitchell, Moller, Roths and Wetter
Noes: None
Absent: None

BOARD MEMBER COMMENTS: Dir. Wetter (state water issues and Klamath water issues, Pacific Power rate increase proposal), Dir. Cupp (COS hosting football championship).

ADJOURNMENT:

With no objections by the Board, Pres. Moller adjourned the meeting at 6:17 p.m. to the next Regular Meeting on December 18, 2013 (Open Session at 5:00 p.m.).

Approval Date: 12/18/2013


 Corinne Moller, President

ATTEST:


 John McCarthy, District Secretary