

LAKE SHASTINA COMMUNITY SERVICES DISTRICT

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

IN THE MATTER OF:

Resolution Number: <u>1-18</u>

Approving the Department of Forestry and Fire Protection Agreement <u>#7FG17069 – A1</u> for services from the date of last signatory on page 6 of the Agreement to June 30, 2018 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the <u>Lake Shastina Community Services District</u>, 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 2017-18 up to and no more than the amount of <u>\$8,941.00</u>.

BE IT FURTHER RESOLVED that <u>Mike Wilson/Secretary</u> of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the <u>Lake Shastina Community Service District</u> <u>Fire Department</u>.

The foregoing resolution was duly passed and adopted by the Board of Directors of the <u>Lake Shastina</u> <u>Community Services District</u>, at a special meeting thereof, held on the <u>24th</u> day of <u>January</u>, <u>2018</u>, by the following vote:

AYES:Directors Cupp, Lewis, MacIntosh, Mitchell and ThompsonNAYS:NoneABSENT:None

Signature, Board of Directors Member Carol Cupp, President Printed Name and Title

Signature, Board of Directors Member <u>Rick Thompson, Vice President</u> Printed Name and Title

-----CERTIFICATION OF RESOLUTION------ATTEST:

I <u>Mike Wilson</u>, Clerk of the <u>Lake Shastina Community Services District</u>, County of <u>Siskiyou</u> California do hereby certify that this is a true and correct copy of the original Resolution Number <u>1-18</u>.

WITNESS MY HAND OR THE SEAL OF THE <u>LAKE SHASTINA COMMUNITY SERVICES DISTRICT</u>, on this <u>24th</u> day of <u>January</u>, <u>2018</u>.

OFFICIAL SEAL OR NOTARY CERTIFICATION

Signature

Mike Wilson, General Manager/Secretary Lake Shastina Community Services District Title and Name of Local Agency

16320 Everhart Drive, Weed, CA 96094 (530) 938-3281 Fax: (530) 938-4739

STATE OF CALIFORNIA- NATURAL RESOURCES AGENCY

Edmund G. Brown Jr., Governor



DEPARTMENT OF FORESTRY AND FIRE PROTECTION P.O. Box 944246 SACRAMENTO, CA 94244-2460 Websile: <u>www.fire.ca.gov</u> (916) 653-7772

October 26, 2017

Lake Shastina Fire Department 16309 Everhart Drive Weed CA, 96064

Postmarked 25,2018 Sormary never /m

Dear Fire Chief Steven Pappas,

Congratulations! Lake Shastina Fire Department's 2017 Volunteer Fire Assistance (VFA) Residual Award Funds application has been selected for funding in the amount of \$1,421.50. With your original award amount of \$7,519.50 your total award amount is \$8,941.00. Please be aware that due to the number of applications CAL FIRE received this year, we may have reduced your funding so that we could use the federal funds to the fullest.

Enclosed is your VFA Agreement 7FG17069-A1 package to be completed and **returned to me no later than December 29, 2017** or the award will be forfeited. The package includes Instructions/Checklist, your department's VFA Agreement to be completed, your approved VFA award application, a copy of the CAL FIRE Board of Resolution template (if needed), the STD. 204 form with sample, and the AD 1048 form with sample. It is important that you read and follow the instructions carefully.

<u>DO NOT</u> purchase any items and or do any work until you receive a fully executed agreement signed by CAL FIRE with a letter advising you that you may purchase the items and /or begin work. Any items purchased and/or work done prior to the *last* CAL FIRE signature date will not be reimbursable.

If your governing body chooses not to accept the award, or your department cannot use any portion of the award, please notify me as soon as possible. This will enable us to reallocate the funds to another fire department.

Utilize the 2017 VFA Procedural Guide for important dates and instructions.

If you have any questions you may call me at (916) 653-3649 or email at <u>Megan.Esfandiary@fire.ca.gov</u>.

Sincerely,

Megan Esfandiary Grant Analyst Grants Management Unit

DEPARTMENT OF FORESTRY AND FIRE PROTECTION



P.O. Box 944246 SACRAMENTO, CA 94244-2460 Website: www.fire.ca.gov



February 7, 2018

Fire Chief Steven Pappas Lake Shastina Fire Department 16309 Everhart Drive Weed, CA 96064

Dear Fire Chief Steven Pappas:

Enclosed is an approved copy of the Lake Shastina Fire Department's Fiscal Year 2017 Volunteer Fire Assistance Agreement 7FG17069-A1. The total approved amount of funding for this agreement is \$8,941.00 with a required 50/50 match of \$8,941.00. The approved agreement project period is effective from the last signatory date on page 6 of the agreement through June 30, 2018.

When submitting invoices for reimbursement under this agreement, the invoice must clearly itemize the projects performed and/or items purchased. Also include proof of payment to vendor(s). A copy of the payment check or an invoice from the vendor with a 'zero' balance are acceptable as proof of payment. Use the enclosed invoice coversheet for billing CAL FIRE. All invoices must be submitted to CAL FIRE by September 1, 2018.

Submit your invoices and proof of payment to:

CAL FIRE Grants Management Unit, Attn: Megan Esfandiary P.O. Box 944246 Sacramento, CA 94244-2460

If you have any questions, please call me at (916) 653-3649 or email at Megan. Esfandiary@fire.ca.gov.

Sincerely,

Megan Esfandiary Grant Analyst Grants Management Unit Invoice

Invoice Number: State%VFA Agmt

Date: _____

Bill To:

California Department of Forestry and Fire Protection (CAL FIRE) Grants Management Unit, Attn: Megan Esfandiary P.O. Box 944246 Sacramento, CA 94244-2460

<u>Lake Shastina Fire Department (LOCAL AGENCY)</u> is submitting this invoice in accordance with the awarded Volunteer Fire Assistance (VFA) Grant. The invoice in the total amount of \$______ represents total expenditures incurred by <u>Lake</u> <u>Shastina Fire Department (LOCAL AGENCY)</u> and 50% is payable under CAL FIRE agreement <u>7FG17069-A1</u>.

Enclosed are copies of invoices and proof of payment to vendors.

All activities occurred within the grant timeframe.

Remit to: Vendor #: 814125-00

Local Agency:Lake Shastina Fire DepartmentAddress:16309 Everhart DriveWeed, CA 96064

This is a: (please check only one)

_____ Partial Invoice approved for payment.

_____ Final Invoice approved for payment.

STATE USE ONLY

17-9214-418.99-92692-\$_

The amount reimbursed per agreement is <u>\$8,941.00</u>

VFA Invoice (09/17)

VOLUNTEER FIRE ASSISTANCE PROGRAM AGREEMENT PAGE 1 OF 6

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 Fire Department 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. <u>APPROVAL</u>: 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. <u>TIMELINESS</u>: Time is of the essence in this Agreement.
- 6. <u>FORFEITURE OF AWARD</u>: 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 29, 2017 or LOCAL AGENCY will forfeit the funds.
- 7. <u>GRANT AND BUDGET CONTIGENCY CLAUSE</u>: 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.

VOLUNTEER FIRE ASSISTANCE PROGRAM AGREEMENT PAGE 2 OF 6

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 2017 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. <u>REIMBURSEMENT</u>: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed \$8,941.00 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, 2018. This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2018 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. <u>LIMITATIONS</u>: 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 interested in accordance with paragraph 16 below.
- 10. <u>MATCHING FUNDS</u>: 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. <u>ADDRESSES</u>: The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

VOLUNTEER FIRE ASSISTANCE PROGRAM AGREEMENT PAGE 3 OF 6

| LOCAL AGENCY: | Lake Shastina Community Services District Fire Department 16309 Everhart Drive Weed CA 96094 Attention: Fire Chief Steven Pappas |
|---------------|--|
| | Telephone Number(s): 530-938-3161 FAX Number: 530-938-3179 E-mail: firechief@lakeshastina.com |
| STATE: | Department of Forestry and Fire Protection Grants Management Unit, Attn: Megan Esfandiary P. O. Box 944246 Sacramento, California 94244-2460 PHONE: (916) 653-3649 FAX (916) 653-8957 |

- 12. <u>PURPOSE</u>: 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. <u>COMBINING</u>: 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. <u>OVERRUNS</u>: 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. <u>UNDERRUNS</u>: 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. <u>FEDERAL INTEREST IN EQUIPMENT</u>: 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. 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 of the disposal of such items.

VOLUNTEER FIRE ASSISTANCE PROGRAM AGREEMENT PAGE 4 OF 6

- 17. <u>EQUIPMENT INVENTORY</u>: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. 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 will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
- 18. <u>AUDIT</u>: 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. <u>DISPUTES</u>: 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. <u>INDEMNIFICATION</u>: 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. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: 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.
 - 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;

VOLUNTEER FIRE ASSISTANCE PROGRAM AGREEMENT PAGE 5 OF 6

- 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. <u>TERM</u>: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through June 30, 2018.

- 23. <u>TERMINATION</u>: 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. <u>AMENDMENTS</u>: 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. <u>INDEPENDENT CONTRACTOR</u>: 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.

VOLUNTEER FIRE ASSISTANCE PROGRAM AGREEMENT PAGE 6 OF 6

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

71/1 By: Signature

Dan Sendek Printed Name

Staff Chief Title Cooperative Fire Programs LOCAL AGENCY

By: _____

*Signature

Mike Wilson Printed Name

General Manager/Secretary **Title Lake Shastina Community Services District

Last Signatory Date

***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 | PROGRAM/CATEGORY (CODE AND TITLE) Support | | | FUND TITLE Federal | Department of General Services Use Only |
|---|---|----------------------|---------------|-----------------------|--|
| \$1,421.50 | | | | | |
| | Vendor # 814125-00 | | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT | ITEM | CHAPTER | STATUTE | FISCAL YEAR | DGS APPROVAL NOT |
| \$7,519.50 | 3540-001-0001 | 14 | 14 2017 | | REQUIRED PER SAM 1215 |
| TOTAL AMOUNT ENCUMBERED TO OBJECT OF EXPENDITURE (CODE AND TITLE) DATE | | | | | |
| \$8,941.00 | 17-9214-418.99-92692 | 17-9214-418.99-92692 | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | | | | |
| SIGNATURE OF CDF ACCOUNTING OFFICEF DATE | | | | | |
| × Anthe Two | | | 2/6/18 | | |
| | LASTATE AGENCY | | PT. OF GEN. S | SER. | |

| CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION APPLICATION FOR FUNDING COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978 VOLUNTEER FIRE ASSISTANCE (VFA) PROGRAM Agreement #7FG 1069-A1 | | | | | | |
|---|--|--|--|--|--|--|
| A. DEPARTMENT/ORGANIZATION: | , | | | | | |
| Organization Name : Lake Shastina Fire Department | ara dali dali dali dali dali dali dali dal | | | | | |
| Contact's First Name : Steven | Contact's Last Name : Pappas | | | | | |
| Street Address : 16309 Everhart Drive | | | | | | |
| Mailing Address : same | | | | | | |
| City : Weed County : Ca | Zip Code : 96064 | | | | | |
| State: California CAL FI | te Unit : SKU - Slskiyou Unit | | | | | |
| Phone Number : (530) 408-8032 Email Address : | FIRECHIEF@LAKESHASTINA.COM | | | | | |
| DUNS Number 1784378354 | at your DUNS number is, or to apply for one, please go to: p.com/iUpdate/companylookup.htm | | | | | |
| | · · · | | | | | |
| B. AREA TO BE SERVED BY AWARD (Include areas covered by c Number of Communities : 1 Area : 72 s Population : 2,836 | ontract or written mutual aid agreements). q. miles Congressional District # : Annual Budget : 138,000 | | | | | |
| Latitude N 41 31 696 | ongitude W 122 21 813 | | | | | |
| Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees: Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project. All projects <u>must</u> have a project area. | | | | | | |
| C. ACTIVITY : Annual number of emergency incidents. | | | | | | |
| Fire : 82 + EMS : 144 | + Other: 32 = TOTAL: 258 | | | | | |
| | | | | | | |

| opulation : | Size (acres) : | # of structures : | Distance to nearest fire station (miles) : |
|--------------------|-------------------|--|--|
| | | | |
| | | AL FIRE USE ONLY (Formula- PPLICATION REQUEST: (up to 50) | (driven) |
| Project Total Cost | sz h1 2 00 101 AL | WHELE A HON REQUEST (UP TO SUV | \$2,006.50 |

G. ADDITIONAL INFORMATION 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977 : Limited to space below.

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 bitter brush. There are mixed conifer forestlands adjacent to the southern portion of the subdivision. The local forestland conifer is currently suffering bark beetle related death at a significant rate.

The are in which the subdivision is located is prone to high winds during all times of the year due to the natural channeling effect of the airflow between the Cascade Range (Mount Shasta) on the east and the Coast Range (Mount Eddy) on the west. The Weed/Lake Shastina area classified as a "High Fire Hazard Severity Zone" and is listed in the federal registry as a community "at risk" in California.

In the last 14 years there have been eight significant fires within eight miles of the subdivision, two of them were stopped just short of our primary roadways. Three years ago the Boles Fire which destroyed 152 structures in Weed, was heading our way and put is in a path of significant destruction had the volume of fire suppression resources not been in place due to the demobilization of other major fires in our county the day it occured. Each of the eight fires were fast moving wind driven which created long range firebrand spotting and low smoke columns in front of the lines. Two of the other significant fires, the Hotlum and Hoy Fires, burned over 4000 acres next to the Lake Shastina Subdivision near several structures. The Lake Shastina Fire department protects 1236 homes in its district and several more (2500+) in the surrounding unincorporated area including Weed, Mayten and Mount Shasta Vista.

Our Department runs with an average of 20 volunteers, 2 seasonal firefighters, 2 sleeper volunteers and a paid Chief. The district provides superior water system with fire hydrants approximately ever 500 feet. The department has one station housing one Type 1 structural engine, 3 Type 3 wildland engines and 1 medium rescue. Our department complies with NFPA and OSHA guidelines and standards in our operation.

Obtaining VFA funding has been a huge asset to our department over the past few years. We cannot thank you guys enough for all you have done thus far. We have used all funding to assist the department in the continued operation and to ensure continued compliance with NFPA 1977 standards. In addition the funding for equipment will allow volunteers assigned to the Fire Department to safely conduct wildland fire suppression activities in our community and those communities in which personnel are assigned as a resource.

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 prior approval before the amended expenditures can be made.

The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2018. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2018.

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless 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.

L certify that the above and attached information is true and correct:

| Original Sign | Date Signed | | | |
|---------------|-------------------------|---------|-------|------------|
| Printed Name | Steven Pappas | | Title | Fire Chief |
| Exe | ecuted on: Aug 24, 2017 | at Weed | | |
| | Date | | City | |

X In compliance with NFPA 1977 and trained in the use of Wildland PPE.

Not in compliance with NFPA 1977 but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

| Printed Name of Authorized Agent : | Steven Pappas | · | الم من التي التي الم التي التي التي التي التي التي التي التي |
|--|---------------|--------|--|
| Signature of Authorized Agent : | and the | | |
| Title of Authorized Agent : Fire Chief | | Date : | August 24, 2017 |

Organization Name : Lake Shastina Fire Department

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <u>Federal Register</u> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Lake Shastina Community Services District

7FG17069-A1

PR/Award Number or Project Name

Organization Name

Mike Wilson, General Manager

Name(s)-and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1048 (1/92)

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE **PAYEE DATA RECORD** (Required when receiving payment from the State of California in lieu of IRS W-9 or W-7) STD 204 (Rev. 4/2017)

| 1 2 | INSTRUCTIONS: Type or print the information. Complete all information on this form. Sign, date, and return to agency (department/office) address shown in Box 6. Prompt return of this fully completed form will prevent d processing payments. Information provided in this form will be used by California state agencies to prepare Information Returns (Form10 page for more information and Privacy Statement. NOTE: Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit the PAYEE'S LEGAL BUSINESS NAME (As shown on your income tax return) Lake Shastina Community Services District (Fire Department) SOLE PROPRIETOR OR INDIVIDUAL- ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) E-MAIL ADDRESS MAILING ADDRESS | | | | | | | |
|--|--|-------------|--------------------------|--|---|--|--------------------------|--|
| | 16320 Everhart Drive | | | 16309 Everhart Driv | | | | |
| | CITY Weed | STATE CA | ZIP CODE 96094 | CITY Weed | | STATE CA | ZIP CODE 96094 | |
| 3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY | ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): 9 4 - 2 6 2 3 1 9 4 PARTNERSHIP CORPORATION: | | | | | NOTE: Payment will not be processed without an accompanying taxpayer identification number. | | |
| 4 PAYEE RESIDENCY STATUS | CALIFORNIA RESIDENT - Qualified to do business in California or maintains a permanent place of business in California. CALIFORNIA NON RESIDENT (see next page for more information) - Payments to nonresidents for services may be subject to state income tax withholding. | | | | | | | |
| 5 | Mike Wilson | | | the state agency below. | | EPHONE (-938-328 ESS | (include area code) 1 | |
| 6 | Please return completed form to: DEPARTMENT/OFFICE CAL FIRE | | | UNIT/SECTION Grants Management Ur | I | | · | |
| | MAILING ADDRESS PO Box 944246 | | | TELEPHONE (include area code) FAX 916-653-3649 FAX | | | | |
| | CITYSTATEZIP CODEE-MAIL ADDRESSSacramentoCA94244-2460Megan.Esfandiary@fire.ca.gov | | | | | | | |

.



AKE SHASTINA COMMUNITY SERVICES DISTRICT

Special Meeting Wednesday, January 24, 2018 – 4:00 p.m. Administration Building 16320 Everhart Drive - Weed, California 96094 - (530) 938-3281

MINUTES

CALL TO ORDER: 4:00 p.m.

LSCSD Board Roll Call: Cupp $\sqrt{}$ Lewis $\sqrt{}$ MacIntosh $\sqrt{}$ Mitchell $\sqrt{}$ Thompson $\sqrt{}$ Also present: GM Wilson and AA Charvez. There was 1 person in the audience.

PLEDGE OF ALLEGIANCE: Dir. Lewis led the Pledge of Allegiance.

PUBLIC COMMENTS: Comments received.

DISCUSSION / ACTION ITEMS:

 Acceptance of Volunteer Fire Assistance Program Grant Funding (Agreement #7FG17069-A1 2017 Residual Funds) – 50% CSD match: Review and Adopt Resolution 1-18: GM Wilson reported.

Motion by Dir. Lewis second Dir. Thompson to adopt Resolution No. 1-18 to accept the 2017 Volunteer Fire Assistance Residual Grant Funds with a 50% match by the CSD (total funded amount for 2017 VFA Agreements 7FG17069 and 7FG17069-A1 not-to-exceed \$\$8,941.00).

Ayes: Directors Cupp, Lewis, MacIntosh, Mitchell and Thompson Noes: None

Absent: None

BOARD MEMBER COMMENTS: Comments received.

ADJOURN TO CLOSED SESSION: With no objections by the Board, Pres. Cupp adjourned to Closed Session at 4:09 p.m.

CLOSED SESSION: 4:10 p.m.

Also present: GM Wilson and District Counsel Margaret Long via teleconference.

A. Conference with Legal Counsel – Significant Exposure to Litigation (Gov. Code Section 54956.9(b), Number of Cases: 2

With no objections by the Board, Pres. Cupp adjourned to Closed Session at 5:01 p.m.

RETURN TO OPEN SESSION: 5:02 p.m.

Also present: GM Wilson

There were no people in the audience.

REPORT ON CLOSED SESSION: Pres. Cupp reported:

A. Direction was given to staff.

ADJOURNMENT: 5:03 p.m.

The next LSCSD Regular Board Meeting is scheduled to be held on February 21, 2018, 1:00 p.m. at the Administration Building. There is a Special Meeting/Workshop on January 31, 2018, 1:00 p.m.

Approval Date:

Carol Cupp, President

ATTEST:

Mike Wilson, Secretary