

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

IN THE MATTER OF:

Resolution Number: 8-11

Approving the Department of Forestry and Fire Protection Agreement #7FG11037 for services from the date of last signatory on page 6 of the Agreement to June 30, 2012 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 2011/2012 up to and no more than the amount of 10,295.

BE IT FURTHER RESOLVED that Tom Wetter, 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 Fire Department.

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 17th day of August, 2011 by the following vote:

AYES: Directors Cupp, Moller, Murphy, Roths and Wetter

NAYS: None

ABSENT: None


Signature, Board of Directors Member

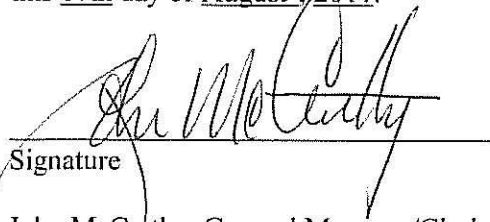
Carol Cupp, Vice President, LSCSD
Printed Name and Title

-----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 8-11.

WITNESS MY HAND OR THE SEAL OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT, on this 17th day of August, 2011.


Signature

John McCarthy, General Manager/Clerk
Lake Shastina Community Services District
Title and Name of Local Agency

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**

VOLUNTEER FIRE ASSISTANCE PROGRAM
 AGREEMENT
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RECEIVED
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BY: *JK*

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. **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, 2011 or LOCAL AGENCY will forfeit the funds.

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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 2011-12 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 \$10295 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, 2012.** 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, 2012 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 Fire Department
16320 Everhart Drive, Weed CA 96094
 Attention: Fire Chief Josh Paulus
 Telephone Number(s): 530-938-3161
 FAX Number: 530-938-3179
 E-mail FireChief@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. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair

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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 August 31, 2012.
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 FIRE DEPARTMENT

By: *Dan Sendek*
Signature

By: *Tom Wetter*
*Signature

Dan Sendek
Printed Name

Tom Wetter
Printed Name

Staff Chief
Title
Cooperative Fire Programs

President
**Title
Lake Shastina Community Services District

30 August 2011
Last Signatory Date

8/18/11
***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 \$10295	PROGRAM/CATEGORY (CODE AND TITLE) Support		FUND TITLE Federal	
	(OPTIONAL USE) Vendor # <u>81425-00</u>			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	ITEM 3540-001-0001	CHAPTER 33	STATUTE 2011	FISCAL YEAR 11/12
TOTAL AMOUNT ENCUMBERED TO DATE \$10295	OBJECT OF EXPENDITURE (CODE AND TITLE) 11-9214-418.99-92688			
<i>hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>			T.B.A. NO.	B.R. NO.
SIGNATURE OF CDF ACCOUNTING OFFICER * <u><i>Ronda Webb</i></u>			DATE <u>10-6-11</u>	

*Department of General Services
Use Only*

DGS APPROVAL NOT
REQUIRED PER SAM 1215

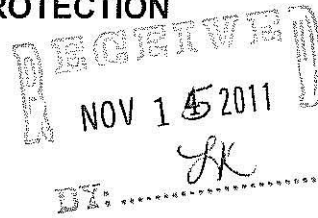
CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

**FUNDED BY US FOREST
SERVICE GRANT
2011 CFAA - VFA
11-DG-11052012-030**



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
SACRAMENTO, CA 94244-2460
Website: www.fire.ca.gov
(916) 653-7772



November 2, 2011

Chief Michael McWilliams
Lake Shastina Fire Department
16320 Everhart Drive
Weed, California 96094

Dear Chief Michael McWilliams:

Enclosed is an approved copy of the Lake Shastina Fire Department's Fiscal Year 2011 Volunteer Fire Assistance 7FG11037.

The approved amount of funding for this agreement is \$10,295.00 with a required 50/50 match of \$10,295.00. The approved agreement project period is effective August 3, 2011 through June 30, 2012.

When submitting invoices for payment under this agreement, the invoices must clearly delineate the projects performed and/or items purchased. Be sure to include the vendor's invoice and proof of payment to vendor(s) with the mailing. A copy of the payment check or an invoice from the vendor with a 'zero' balance are acceptable as proof of payment.

Submit your invoices to Amber Davidson, California Department of Forestry and Fire Protection (CAL FIRE), P. O. Box 944246, Sacramento, California 94244-2460.

If you have any questions, please call me at (916) 653-6179 or email Amber.Davidson@fire.ca.gov.

Sincerely,

Amber Davidson
Cooperative Grants Analyst
Cooperative Fire Program

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EXHIBIT A
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
APPLICATION FOR FUNDING
COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978
VOLUNTEER FIRE ASSISTANCE PROGRAM - Agreement #7FG 11037

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

A. DEPARTMENT/ORGANIZATION
 Name: Lake Shastina Fire Department
 Street Address: 16309 Everhart Dr.
 Mailing Address: 16320 Everhart Dr.
 City, State, Zip: Weed, CA 96094
 Telephone: 530-938-3161

B. AREA TO BE SERVED BY AWARD (Includes areas covered by contract or written mutual aid agreements).
 Number of Communities: 1 Area: 20 sq. miles Congressional District #: 2
 Population: 2836 Annual Budget: \$ 127,000 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. Wildland Shirt + Reflective Stripes	25	\$ 200 ⁰⁰	\$ 5000 ⁰⁰
2. Wildland Pants + Reflective Stripes	25	\$ 190 ⁰⁰	\$ 4750 ⁰⁰
3. Web gear, fire shelter holder	20	\$ 275 ⁰⁰	\$ 5500 ⁰⁰
4. Head lamps for helmet	20	\$ 29 ⁰⁰	\$ 580 ⁰⁰
5. Wild fire Helmet	20	\$ 49 ⁰⁰	\$ 980 ⁰⁰
6. Wild fire Shroud	20	\$ 34.00	\$ 680 ⁰⁰
7. Radio Chest Harness	10	\$ 57 ⁰⁰	\$ 570.00
8. Wild fire Goggles	20	\$ 32.00	\$ 640.00
9. Wild fire Gloves	20	\$ 16.00	\$ 320.00
Subtotal: \$ 19020 x ^{Tax} .0925 = 1569.15		PROJECT TOTAL COST	\$ ^{w/ tax} 20,589.15

F. TOTAL APPLICATION REQUEST (UP TO 50%: \$500 minimum; Possible \$20,000 maximum). \$ 10,294.58
AMOUNT FUNDED FOR THIS AGREEMENT \$ 10,295.98

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

Population: N/A Number of Structures: N/A

Size (acres): N/A Distance to nearest fire station (miles): N/A

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):

Lake Shastina is a Rural Community located on the North side of Mt. Shasta in an area that is prone to very high winds. This area has had many large wildfires in the last 100 years and is a semi-arid high desert environment.

Our staffing is all volunteer. Our Department is a CSD Fire Department that has statutory responsibility for medical and structure fires and provides automatic aid to CAL FIRE for wildfires.

We have a very limited budget as a large portion of our money pays for workman's comp insurance, and admin. fees to our CSD. We have good fire hydrants - one brush rig and one structure engine. This money if awarded would provide much needed wildland gear.

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 July 1, 2011 and July 31, 2012. 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, 2012. 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

Michael J. McWilliam

Authorized Representative Signature

Fire Chief

Title

Michael J. McWilliam

Printed Name

3-21-2011

Date



DEPARTMENT OF FORESTRY AND FIRE PROTECTION

P.O. Box 944246
 SACRAMENTO, CA 94244-2460
 Website: www.fire.ca.gov
 (916) 653-7772



F53

**Grant Assurances for
 Cooperative Forestry Assistance Act of 1978, Volunteer Fire Assistance**

Name of Applicant: Lake Shastina Fire Department
 Address: 16309 Everhart Dr.
 City: Weed State: CA Zip Code: 96094
 Telephone Number: (530) 938-3161
 Fax Number: (530) 938-3179
 E-Mail Address: firechief@lakeshastina.com

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Volunteer Fire Assistance grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant.
2. Will assure that grant funds are used only for items requested in the application.
3. Assures that all wildland fire response employees (full-time, part-time or volunteer) are fully equipped with appropriate wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing and equipment includes:
 - Safety helmet
 - Goggles
 - Ear protection
 - Fire resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
 - Fire resistant (i.e. Nomex) shirt and pants
 - Gloves
 - Safety work boots
 - Wildland fire shelter
 - Communications equipment

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN

PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.
6. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
7. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

- In compliance with NFPA 1977 and trained in the use of wildland PPE.
- Not in compliance with NFPA 1977 but are applying for grant funding to purchase 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.

Signature of Authorized Agent: Michael J. McWilliams

Printed Name of Authorized Agent: Michael J. McWilliams

Title: Fire Chief Date: 3-21-2011

- 5. Fire Department: Acceptance of Volunteer Fire Assistance Program Grant Funding, Resolution 8-11: Pres. Wetter reported that the Lake Shastina Fire Department's 2011 Volunteer Fire Assistance application for wild land gear was selected for funding in the amount of \$10,295 with a 50% match.

Motion by Dir. Moller second by Dir. Roths to adopt Resolution 8-11 accepting the CAL FIRE Volunteer Fire Assistance (VFA) Program Grant Funding and authorizing the President to sign the VFA Agreement (funding \$10,295 with a 50% match).

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

- 6. Police Department: monthly report: PC Alves updated the Board on Police Department activities.
- 7. Federal and State Coordination: draft resolution: The Board discussed proceeding with the Federal and State Coordination process, the draft resolution needs to have legal counsel review and a plan needs to be developed. The resolution was drafted to encompass a wide range of issues where Coordination applies (i.e. Fish and Game regulations that limit access to forest lands and Dwinnell Dam removal issues).

Motion by Dir. Moller second by Dir. Roths to approve moving forward with the draft resolution regarding Federal and State Coordination by having District counsel review the draft for accuracy to make sure the citations referenced are correct; and that Pres. Wetter and Dir. Moller work on the LSCSD general plan document that is referred to in the resolution.

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

- 8. Wastewater Ponds Construction: update: GM McCarthy reported that the contractor awarded the sewer pond project has provided insurance and bond documents. The contractor will start the project within the next two weeks. The Water Board has not yet issued a permit for the new ponds; this will not affect the start of construction. GM McCarthy will be contacting an attorney for assistance in working with the Water Board to finalize the permit.
- 9. Discussion: County resolution regarding Animal Control: Pres. Wetter reported that the County will have a resolution on their September Board of Supervisors' meeting agenda authorizing the District to provide animal control services within the District. The Police Department is preparing for the implementation of services such as issuing dog licenses.

BOARD MEMBER COMMENTS: Pres. Wetter (congratulated Dir. Cupp on her appointment as a trustee on the College of the Siskiyous Board)


ADJOURNMENT:

Motion by Dir. Cupp second by Dir. Moller to adjourn meeting at 5:54 p.m. to the next Regular Meeting on September 21, 2011 at 5:00 p.m.

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

Approval Date: 9/21/11


 Tom Wetter, President

ATTEST:

 John McCarthy, District Secretary