

# 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: 11-16

Approving the Department of Forestry and Fire Protection Agreement #7FG16060 for services from the date of last signatory on page 6 of the Agreement to June 30, 2017 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 2016-17 up to and no more than the amount of \$5,732.50.

**BE IT FURTHER RESOLVED** that <u>Karl Drexel</u>, <u>General Manager/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 Fire Department</u>.

The foregoing resolution was duly passed and adopted by the Board of Directors of the <u>Lake Shastina Community Services District</u>, at a regular meeting thereof, held on the <u>17th</u> day of <u>August</u>, <u>2016</u>, by the following vote:

AYES: Director French, Hoke, Layne, Mitchell and Thomsson

Signature, Board of Directors Member

NAYS: None

ABSENT: None

Barbara Thomsson, President
Printed Name and Title

Signature, Board of Directors Member

Roxanna Layne, Vice President
Printed Name and Title

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

I <u>Karl Drexel</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>11-16</u>.

WITNESS MY HAND OR THE SEAL OF THE <u>LAKE SHASTINA COMMUNITY SERVICES DISTRICT</u>, on this <u>17th</u> day of August, <u>2016</u>.

OFFICIAL SEAL
OR NOTARY CERTIFICATION

Signature

Karl Drexel, 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



### DEPARTMENT OF FORESTRY AND FIRE PROTECTION

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



September 15, 2016

Fire Chief Steven Pappas Lake Shastina Fire Department 16309 Everhart Drive Weed, CA 96094

Dear Fire Chief Steven Pappas:

Enclosed is an approved copy of the Lake Shastina Fire Department's Fiscal Year 2016 Volunteer Fire Assistance Agreement 7FG16060.

The approved amount of funding for this agreement is \$5,732.50 with a required 50/50 match of \$5,732.50. The approved agreement project period is effective **9/12/2016** through June 30, 2017.

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, 2017.

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) 653-6179 or email at <a href="mailto:Amber.Davidson@fire.ca.gov">Amber.Davidson@fire.ca.gov</a> or Megan Esfandiary after **February 1, 2017** at (916) 653-3649 or email at Megan. Esfandiary@fire.ca.gov.

Sincerely.

Amber Davidson Grant Analyst

**Grants Management Unit** 

### 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:

- 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
- 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 1, 2016 or LOCAL AGENCY will forfeit the funds.
- 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 2016 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or

### VOLUNTEER FIRE ASSISTANCE PROGRAM AGREEMENT PAGE 2 OF 6

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 \$5,732.50 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, 2017. 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, 2017 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.
- 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. 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:

## VOLUNTEER FIRE ASSISTANCE PROGRAM AGREEMENT PAGE 3 OF 6

Lake Shastina Community Services District Fire Department LOCAL AGENCY:

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

- PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL 12. 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.
- UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of 15. 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.
- FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any 16. 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.
- 17. EQUIPMENT INVENTORY: 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 VFA Contract (07/2016)

### VOLUNTEER FIRE ASSISTANCE PROGRAM AGREEMENT PAGE 4 OF 6

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).
- 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. <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;
    - the person's or organization's policy of maintaining a drug-free workplace;
    - any available counseling, rehabilitation and employee assistance programs; and,

### VOLUNTEER FIRE ASSISTANCE PROGRAM AGREEMENT PAGE 5 OF 6

- 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, 2017.
- 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.

LOCAL AGENCY:

LAKE SHASTINA COMMUNITY SERVICES

AND FIRE PE		DISTRIC	T FIRE DEPAI	RTMENT	
By:Signature	MU		By:*Signatur	len le	Dup
Dan Se Printed Name	ndek		Karl Drex Printed N		***************************************
Staff Cl	nief			1anager/Secreta	nry
Title			**Title		
Cooperative Fir	e Programs		Lake Shas	stina Communit	y Services District
Last Signatory l		***Date			
Resolution to ex **Ensure that the executing this A	e officer signing here for LOC secute this <b>Agreement</b> . he title entered here IS THE S <b>Agreement</b> . the date LOCAL AGENCY s	AME title ı	used in the	Resolution for	the Officer who is
	FOR STA	TE USE C	NLY		
AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE) Support			FUND TITLE Federal	Department of General Services Use Only
\$5,732.50					
Substitute of the substitute o	00				
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	ITEM	CHAPTER	STATUTE	FISCAL YEAR	DGS APPROVAL NOT
\$0	3540-001-0001	23	2016	16/17	REQUIRED PER SAM 1215
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITURE (CODE AND TITLE)			1	
\$5,732.50	16-9214-418.99-92691				
I hereby certify upon my own per available for the period and purp	rsonal knowledge that budgeted fund ose of the expenditure stated above.	s are T.B.A.	NO. B.R.	NO.	
SIGNATURE OF CDF ACCOUNTING OFF X	Ju-)	DATE	/13/1	6	
CONTRACTOR	STATE AGENCY	Def	PT. OF GEN. S	ER.	□controller □

VFA Contract (07/2016)

STATE OF CALIFORNIA

DEPARTMENT OF FORESTRY



# CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION APPLICATION FOR FUNDING

# COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978 VOLUNTEER FIRE ASSISTANCE (VFA) PROGRAM Agreement #7FG / (40 40)



A. DEPARTMENT/ORGANIZATION: Organization Name: Lake Shastina Fire Department Contact's First Name: Contact's Last Name: Pappas Steven Street Address: 16309 Everhart Drive Mailing Address: |same Zip Code: 96094 City: Weed County: Siskiyou State: California CAL FIRE Unit: SKU - Siskiyou Unit Phone Number: (530) 938-3577 Email Address: |firechief@lakeshastina.com To check to see what your DUNS number is, or to apply for one, please go to: DUNS Number: 784378254 https://iupdate.dnb.com/iUpdate/companylookup.htm B. AREA TO BE SERVED BY AWARD (Include areas covered by contract or written mutual aid agreements). Congressional District #: CA-## Number of Communities: 1 sq. miles Annual Budget: 183,701 Population: 2,836 Longitude W 122 813 696 Latitude N atitude 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 must have a project area. C. ACTIVITY: Annual number of emergency incidents. EMS: 127 **TOTAL: 223** Fire: 72 Other: 24 D. INDIAN TRIBAL COMMUNITY (If project includes an Indian Tribal Community, please provide): # of structures: Distance to nearest fire station (miles): Population: Size (acres): CAL FIRE USE ONLY (Formula-driven) TOTAL APPLICATION REQUEST (up to 50%; \$500 minimum, **Project Total Cost** \$15,402.00 \$7,701.00 \$20,000 maxif和更更IVED AMOUNT FUNDED FOR THIS AGREEMENT Organization Name Lake Shastina Fire Department Page 1 of 5

**GRANTS MANAGEMENT UNIT** 

# E. Proposed Project (List individual items for funding. Please put in funding priority order):

	Туре	Item	Quantity	Unit Cost	Item Total
1.	Equipment - Wildland	Nomex Wildland Pants	10	\$229.00	\$2,290.00
2.	Equipment - Wildland	Nomex Wildland Jacket	10	\$209.00	\$2,090.00
3.	Equipment – Wildland	Vibram Sole Wildland Boot	5	\$239.00	\$1,195.00
4.	Equipment Structur	Smooth Bore Tip Nozzle		\$200.00	\$800,00
5.	Equipment – Structur	Traditional style Structure Helmet	5	\$300.00	\$1,500.00
6.	Equipment Structur	100'-of-2:5' Structure-Hose		\$400.00	\$1,600.00
7.	Safety Structural	Streamlite Helmet mounted light	10	\$109:00	\$1,090.00
8.	Equipment - Wildland	Forcible Entry Flat Head-Axe	2	\$169.00	\$338.00
9.	Equipment - Wildlam	Pick and Shovel combi tool		\$109:00	\$109.00
10.	Equipment – Structur	Halligan tool	2	\$195.00	\$390 00
11.	Communications	Bendix King Handheld Radio	2	\$2,000.00	\$4,000.00
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					

G. ADDITIONAL INFORMATION (Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. Briefly explain purpose of the proposed project): 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 drought and bark beetle related death at a significant rate.

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 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 that were stopped just short of our primary roadways. Two years ago the Boles Fire which destroyed 152 structures in Weed, was heading our way and put us 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 occurred. Each of the eight fires were fast moving fires pushed by strong gusty south winds 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 1234 homes in its district and several more (2500 plus) in the surrounding unincorporated area including Weed, Mayten and Mount Shasta Vista.

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

Obtaining VFA funding, will 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 Lake Shastina 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, 2017. 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, 2017.

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.

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

Original Signature Required: Grantee's Authorized Representative				5 - 5 - 2016 Date Signed
Printed Name Steven Pappas			Title	Fire Chief
Ex	ecuted on: May 5, 2016	at Weed		
	Date		City	

Organization Name: Lake Shastina Fire Department

# **Grant Assurances**

### for

### **Cooperative Forestry Assistance Act of 1978 Volunteer Fire Assistance (VFA)**

Organization Name: Lake Shastina Fire Department

Contact's First Name:

Steven

Contact's Last Name: Pappas

Street Address:

16309 Everhart Drive

Mailing Address: same

City: Weed

County: Siskiyou

Zip Code: 96094

State: California

CAL FIRE Unit: SKU - Siskiyou Unit

Phone Number: 5309383577

Email Address: firechief@lakeshastina.com

DUNS Number: 784378254

To check to see what your DUNS number is, or to apply for one, please go to:

https://iupdate.dnb.com/iUpdate/companylookup.htm

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 and approved 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
- 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 a 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 other requirements governing this program.
- 7. Will comply with USDA Forest Service Civil Rights requirements. See Forest Service Civil Rights literature here
- 8. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Organization Name: Lake Shastina Fire Department

In compliance with NFPA	1977 and trained in the use of W	Vildiand PPE.		
☐ Not in compliance with N	FPA 1977 but are applying for g	rant funding to purcha	se PPE and/or provide r	equired training.
The undersigned represents that he/s said applicant.	ne is authorized by the above na	amed applicant to ente	er into this agreement fo	r and on behalf of the
Printed Name of Authorized Agent :	Steven Pappas			
Signature of Authorized Agent : —	Mh		W-V-1-2	
Title of Authorized Agent : Fire Chief		Date:	May 5, 2016	

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							
accordance with the total amount of	<u>Personal Colors of the American Schools of the Americ</u>						
Enclosed are copi	es of invoices and proof of payment to vendors.						
All activities occur	rred within the grant timeframe.						
Remit to:	Vendor #: 814125-00						
Local Agency: Address:	Lake Shastina Fire Department  16309 Everhart Drive  Weed, CA 96094						
This is a: (please	check only one)						
Partial Invo	pice approved for payment.						
Final Invoic	ee approved for payment.						
	STATE USE ONLY						
16-9214-418.99-92691-\$							

The amount reimbursed per agreement is \$5,732.50

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

### PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9) STD 204 (Rev 6-2003)

	INSTRUCTIONS: Complete all information on this form. Sign, the bottom of this page. Prompt return of this fully completed for this form will be used by State agencies to prepare Information R Statement.  NOTE: Governmental entities, federal, State, and local (including	orm will prevent de eturns (1099). Se	lays when processing payments. Interest the reverse side for more information a	formation provided in			
	PAYEE'S LEGAL BUSINESS NAME (Type or Print)						
	Lake Shastina Community Services District (Fire Department)						
2	SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (La	st, First, M.I.)	E-MAIL ADDRESS				
			firechief@lakeshastina.com				
	MAILING ADDRESS	BUSINESS ADD	RESS				
	16320 Everhart Drive	16309 Everhart	Drive				
	CITY, STATE, ZIP CODE	CITY, STATE, ZI	P CODE				
	Weed CA 96094	Weed CA 9609	94				
PAYEE ENTITY TYPE	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (I  PARTNERSHIP CORPORATION: MEDICAL ( ESTATE OR TRUST LEGAL (e.g. EXEMPT (n	- 2 6 2 3 1 9 4 otherapy, chiropractic, etc.)	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.				
CHECK ONE BOX ONLY	INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: (SSN required by an	uthority of California F	Revenue and Tax Code Section 18546)				
4	California resident - Qualified to do business in Cali	fornia or maintais	ns a permanent place of busines	s in California.			
PAYEE RESIDENCY STATUS	California nonresident (see reverse side) - Payments withholding.  No services performed in California.  Copy of Franchise Tax Board waiver of S	s to nonresidents	s for services may be subject to \$				
5	I hereby certify under penalty of perjury that the in Should my residency status change,	nformation prov I will promptly (	vided on this document is true notify the State agency below.	and correct.			
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Pri	int)	TITLE				
	Karl Drexel		General Manager				
	SIGNATURE	DATE / /	TELEPHONE				
	(ental ma)	9/6/1	( <u>((530))938-3281</u>				
	Please return completed form to:	······································					
6	Department/Office: CAL FIRE			_			
	Grants Management Unit						
	Unit/Section: P O Box 944246			_			
	Mailing Address:			_			
	City/State/Zip: Sacramento, CA 94244-246			_			
	Telephone: (916) 653-3649	Fax: (	)	_			
}	E-mail Address: _iviegan.Esiandiary@irre.ca.gov	<u>′</u>					

### U.S. DEPARTMENT OF AGRICULTURE

# 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 (Fire Department)

7FG16060

Organization Name

PR/Award Number or Project Name

Karl Drexel, General Manager

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

9/6/2016

Signature(s)

Date



# LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Regular Meeting
Wednesday, August 17, 2016 – 1:00 p.m.
Administration Building
16320 Everhart Drive • Weed, California 96094 • (530) 938-3281

### MINUTES

CALL TO ORDER AND ROLL CALL:	1:03 p.m.				
LSCSD Board Roll Call: French√_	Hoke√_	_Layne√	Mitchell√	Thomsson <u>absent</u>	
Also present: SAC Nelle, AA Charvez,	PO Beck a	nd District C	Counsel Winste	on. There were approximately:	22
people in the audience					

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

PUBLIC COMMENTS: Two (2) speakers; no follow up action required.

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

- 1. A. Approval of Minutes: Regular Meeting July 20, 2016
  - B. Ratification of Disbursements: July 1 through July 31, 2016
  - C. Budget Comparison / Variance Report: FY 2015/2016 and FY 2016/2017 YTD
  - D. Accounts Receivable Aging Analysis: FY 2015/2016
  - E. LAIF Quarterly Report
  - F. Approval of transfer of funds from CSD Operating Account to LAIF Account and transfer from LAIF Account to CSD Operating Account

### Motion by Dir. Mitchell second by Dir. French to approve Consent Calendar.

Ayes: Directors French, Hoke, Layne and Mitchell

Noes: None

Absent: Director Thomsson

#### **DISCUSSION / ACTION ITEMS:**

- 2. Fire Department Monthly Report: Report was read.
- 3. Police Department Monthly Report: PO Beck updated the Board.
- 4. Acceptance of Volunteer Fire Assistance Program Grant Funding 50% CSD match: Review and Adopt Resolution 11-16: Report was read.

Motion by Dir. French second by Dir. Mitchell to adopt Resolution 11-16 to accept the 2016 Volunteer Fire Assistance Grant with a 50% match by the CSD.

Ayes: Directors French, Hoke, Layne and Mitchell

Noes: None

Absent: Director Thomsson

- 5. Employment agreement with Mike Wilson for Assistant General Manager for Fire and Police: The Board discussed; GM Drexel is still in negotiations with Mike Wilson to be the full-time Police Chief.
- 6. Status of potential LSFD Rescue Watercraft: Report was read. Members of the audience spoke in opposition to the District Fire Department having water rescue equipment. The Board gave direction to have General Manager listen to the recorded audio for this item.
- 7. Review and consideration to repeal Burn Site Ordinance 1-00: Report was read. Members of the audience spoke in opposition to the District closing the Burn Site. The Board gave direction to have General Manager listen to the recorded audio for this item.
- 8. Status of B-114 Lift Station Retrofit: Report was read. The Board discussed. The Board directed staff to review Romtec's proposal and determine site specific issues and continue negotiating with Schlumpberger and others for plans and specifications for the B-114 Lift Station Retrofit.
- Proposed business relationship between LSPOA and LSCSD: Report was read. Members of the audience commented. The Board gave direction to have General Manager listen to the recorded audio for this item. The Board directed staff to: 1) treat LSPOA like any other contractor when obtaining quotes for services such as lawn maintenance, 2) immediately start billing LSPOA actual cost for staff time provided to LSPOA;

continue negotiations on this, 3) continue negotiations for LSPOA's use of the maintenance yard, and 4) work on recommendation for agreement regarding LSPOA's use of the Administration office in the future.

STAFF COMMENTS: GM Drexel's staff report was read.

BOARD MEMBER COMMENTS: Two (2) speakers; no follow up action required.

PUBLIC COMMENTS ON CLOSED SESSION: None

<u>ADJOURN TO CLOSED SESSION</u>: With no objections by the Board, Vice Pres. Layne adjourned to Closed Session at 2:35 p.m.

CLOSED SESSION: 2:40 p.m.

Also present: District Counsel Winston

A. CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION Review of Arbitration proceedings with LSPOA regarding recovery of a portion of termination compensation paid to John McCarthy by District pursuant to paragraph (4) of subdivision (d) of Section 59456.9.

With no objections by the Board, Vice Pres. Layne adjourned Closed Session at 2:42 p.m.

REPORT ON CLOSED SESSION: 2:44 p.m.

Also present: District Counsel Winston and AA Charvez. There were no people in the audience.

Item A: Counsel Winston reported no action taken.

**ADJOURNMENT:** 

With no objections by the Board, Vice Pres. Layne adjourned the meeting at 2:45 p.m. to the next LSCSD Regular Board Meeting on Wednesday, September 21, 2016, 1:00 p.m. at the Administration Building.

Approval Date: 9/2/116

Barbara Thomsson, President

ATTEST:

Karl Drexel, Secretary