

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

IN THE MATTER OF:

Resolution Number: 9-15

Approving the Department of Forestry and Fire Protection Agreement #7FG15061 for services from the date of last signatory on page 6 of the Agreement to June 30, 2015 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 2014-15 up to and no more than the amount of \$7,588.59.

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

The foregoing resolution was duly passed and adopted by the Board of Directors of the Lake Shastina Community Services District, at a regular meeting thereof, held on the 16th day of September, 2015 by the following vote:

AYES: Directors French, Hoke, Layne, Mitchell and Thomsson
NAYS: None
ABSENT: None



Signature, Board of Directors Member

Roxanna Layne, President

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

I Jamie Lea, 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 9-15.

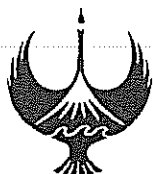
WITNESS MY HAND OR THE SEAL OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT, on this 16th day of September, 2015.



Signature

**OFFICIAL SEAL
OR NOTARY CERTIFICATION**

Jamie Lea, Interim General Manager/Clerk
Lake Shastina Community Services District



LAKE SHASTINA

COMMUNITY SERVICES DISTRICT

Regular Meeting
 Wednesday, September 16, 2015 – 6:00 p.m.
 Administration Building
 16320 Everhart Drive • Weed, California 96094 • (530) 938-3281

MINUTES

CALL TO ORDER AND ROLL CALL: called to order at 6:02 p.m.

LSCSD Board Roll Call: French Hoke Layne Mitchell Thomsson

Also present: IGM Lea, SAC Nelle, AA Charvez, DPS Chief Wilson and District Counsel Robert Winston.

There were approximately 32 people in the audience.

APPROVAL OF AGENDA:

Motion by Dir. Thomsson second Dir. Hoke to move Closed Session to after Open Session.

Ayes: Directors French, Hoke, Layne, Mitchell and Thomsson

Noes: None

Absent: None

Motion by Dir. Thomsson second Dir. Mitchell to add Item 1.B Potential Exposure to Litigation to address part of Item 16 in Closed Session and approve agenda as amended.

Ayes: Directors French, Hoke, Layne, Mitchell and Thomsson

Noes: None

Absent: None

(minutes reflect all changes made to agenda)

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

PUBLIC COMMENTS: Three (3) speakers; no follow-up action required.

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

2. A. Approval of Minutes: Regular Meeting August 19, 2015, Adjourned Meeting August 26, 2015, Special Meeting September 1, 2015 and Special Meeting September 8, 2015
- B. Ratification of Disbursements: August 1 to August 31, 2015
- C. Budget Comparison: FY 2015/2016 YTD
- D. Approval of transfer from Reserve Account to Operating Account

Motion by Dir. French second Dir. Thomsson to approve Consent Calendar.

Ayes: Directors French, Hoke, Layne, Mitchell and Thomsson

Noes: None

Absent: None

DISCUSSION / ACTION ITEMS:

3. Request from Great Northern Services to include insert in LSPOA/LSCSD October billing: The Board discussed.

Motion by Dir. Thomsson second Dir. French to approve request from Great Northern Services to have a postcard regarding a survey for Resilience-Weed inserted in the October 2015 residential billing.

Ayes: Directors French, Hoke, Layne, Mitchell and Thomsson

Noes: None

Absent: None

4. Department of Public Safety Monthly Report: CPS Wilson updated the Board on Fire and Police activities.
5. Department of Public Safety: acceptance of Volunteer Fire Assistance Program Grant Funding: The Board and Staff discussed.

Motion by Dir. French second Dir. Mitchell to approve Resolution 9-15 to accept the 2015 Volunteer Fire Assistance Grant (grant funds \$7,588.59, District matching funds \$7,588.59).

Ayes: Directors French, Hoke, Layne, Mitchell and Thomsson

Noes: None

Absent: None

6. Hazardous Vegetation Abatement: review of language for draft ordinance, reach and obtain financial agreement with associations to remain financially responsible for fire fuel abatement on subdivided lots and numerical parcels with other legal parcels in the District being addressed by State and/or District: The Board

and Staff discussed. The Board directed Chief Wilson to work with IGM Lea to prepare draft ordinance for consideration.

7. LSPOA/LSCSD Agreement: Committee Report
 - A. Directors Meeting on LSPOA/LSCSD contract
Mario Marchi submitted a response to LSPOA's position of September 9, 2015 and projected budget if agreement is not renegotiated. Pres. Layne appointed herself, Dir. Thomsson and IGM Lea to meet with LSPOA Pres. Durden, LSPOA Director Barrows and LSPOA IGM Bullington to resolve issue and provide a recommendation for both Boards' October Regular Meetings.
8. LSPOA Reimbursement of GM McCarthy's Severance Pay: District Counsel Winston stated that agreement states that the LSCSD and LSPOA will share paying for wages and benefits for Mr. McCarthy, LSPOA legal counsel does not agree with this position. Winston recommended the District proceed with formal mediation since the LSPOA Board has refused to pay any portion of John McCarthy's Severance Pay.

Motion by Dir. Thomsson second Dir. Hoke to direct District Counsel Winston to proceed with formal mediation between LSPOA and LSCSD regarding John McCarthy's Severance Pay.

Ayes: Directors Hoke, Layne and Thomsson
Noes: Directors French and Mitchell
Absent: None

9. Easement Agreement: Montague Water Conservation District: The Board and Staff discussed.

Motion by Dir. Mitchell second Dir. French to approve the Easement Agreement with the Montague Water Conservation District as presented.

Ayes: Directors French, Hoke, Layne, Mitchell and Thomsson
Noes: None
Absent: None

10. General Manager's Job Description (Committee Report): Dir. Thomsson reported that the committee has updated two General Manager job descriptions (one with LSPOA responsibilities and one without). The Board agreed to review the job description at their October meeting.
11. Legal Services Agreement with Kirsher, Winston & Boston: The Board discussed. Staff was directed to provide the Board a copy of all legal services proposals received from the most recent request for proposals.

Motion by Dir. Thomsson second Dir. Hoke to approve legal services agreement with Kirsher, Winston & Boston as presented.

Ayes: Directors French, Hoke, Layne and Thomsson
Noes: Director Mitchell
Absent: None

12. Water Well(s):
 - A. Golf Course property: The Board and Staff discussed status of test well and draft agreement with the Golf Course.
 - B. Lea property: IGM Lea stated that due to legality issues at this time, he has withdrawn his offer regarding a well site on his property.

13. Sewer Station 113 Emergency Repairs/Replacement: The Board and Staff discussed.

Motion by Dir. Mitchell second Dir. French to approve Sewer Station 113 emergency repairs/replacement.

Ayes: Directors French, Hoke, Layne, Mitchell and Thomsson
Noes: None
Absent: None

14. Action plans for Water Capital Projects: IGM Lea updated the Board.
 - A. Water Tank #3 repair refurbishment
 - B. Station B-51 new pumps and tank
15. Action plans for Sewer Capital Projects: The Board and Staff discussed; IGM to obtain cost of engineering study regarding Sewer Stations.
 - A. Sewer Lift Station B-114 refit/refurbishment
 - B. Sewer Lift Station B-107 refit/refurbishment
16. Issues and policy development regarding computer access: The Board discussed. Pres. Layne reported that IGM Bullington is working to secure the LSPOA computer files separate from LSCSD files.
17. Increase funding of Department of Public Safety: The Board and Staff discussed the need to look at all options for funding DPS. Chief Wilson stated that he believed the District had a better chance of getting an increase for Fire versus Police.

18. IGM request for leave of absence: The Board discussed IGM Lea's recommendation to hire constituent David Hankins as IGM during IGM Lea's leave of absence.

Motion by Dir. Layne second Dir. Thomsson to appoint David Hankins as IGM during IGM Lea's leave of absence; hourly contract to be determined.

Ayes: Directors Hoke, Layne and Thomsson
Noes: Directors French and Mitchell
Absent: None

19. Budget Variance Report: FY 2014/2015: The Board and Staff discussed and agreed that another review should be provided in January 2016.

STAFF COMMENTS: One (1) speaker; no follow up action required.

BOARD MEMBER COMMENTS: Dir. Thomsson asked the Board to consider 5:00 p.m. for Regular Board Meeting start time.

Motion by Dir. Thomsson second Dir. Mitchell to approve District Regular Board Meetings start time to be 5:00 p.m.

Ayes: Directors French, Hoke, Layne, Mitchell and Thomsson
Noes: None
Absent: None

With no objections by the Board, Pres. Layne adjourned the Open Session at 9:15 p.m. to the next LSCSD Regular Board Meeting scheduled to be held on Wednesday, October 21, 2015, 5:00 p.m. at the Administration Building.

CLOSED SESSION: called to order at 9:25 p.m.

Also present: IGM Lea and District Counsel Robert Winston.

- 1. A. Public Employee Discipline (Gov. Code § 54957)
- B. Potential Litigation (Gov. Code Section 54956.9.) (Agenda Item 16)

With no objections by the Board, Pres. Layne adjourned Closed Session at 10:05 p.m.

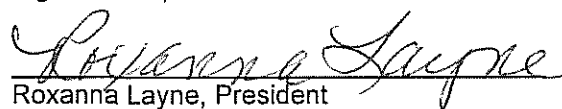
REPORT ON CLOSED SESSION:

Pres. Layne stated that there was nothing to report from Closed Session.

ADJOURNMENT:

With no objections by the Board, Pres. Layne adjourned the meeting at 10:06 p.m.

Approval Date: 10/21/15


Roxanna Layne, President

ATTEST:



Debbie Nelle, Deputy Secretary

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

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



December 3, 2015

Fire Chief Mike Wilson
Lake Shastina Community Services District Department of Public Safety (Fire Dept.)
16320 Everhart Drive
Weed, CA 96094

Dear Fire Chief Mike Wilson:

Enclosed is an approved copy of the Lake Shastina Community Services District Department of Public Safety (Fire Dept.)'s Fiscal Year 2015 Volunteer Fire Assistance Agreement 7FG15061.

The approved amount of funding for this agreement is \$7588.59 with a required 50/50 match of \$7588.59. The approved agreement project period is effective December 1, 2015 through June 30, 2016.

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, 2016.**

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

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

STATE OF CALIFORNIA
Natural Resources Agency

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

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and the Lake Shastina Community Services District Department of Public Safety (Fire Dept) 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, 2015 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 2015 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 \$7,588.59 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, 2016.** 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 September 1, 2016 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.

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

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

**VOLUNTEER FIRE ASSISTANCE PROGRAM
AGREEMENT
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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 in paragraph 11. The STATE will advise the 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.

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

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

22. **TERM:** The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through June 30, 2016.
23. **TERMINATION:** This Agreement may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
24. **AMENDMENTS:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

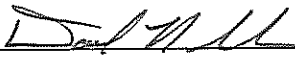
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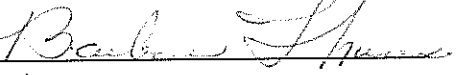
IN WITNESS WHEREOF, the parties have executed this Agreement as of the last signatory date below.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

LOCAL AGENCY

Lake Shastina Community Services District

By: 
Signature

By: 
*Signature

Dan Sendek
Printed Name

Barbara Thomsson
Printed Name

Staff Chief
Title
Cooperative Fire Programs

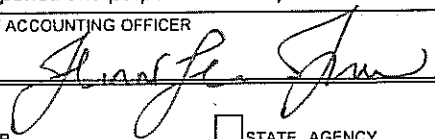
Vice President
**Title

1 December 2015
Last Signatory Date

9-23-15
***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 \$7,588.59	PROGRAM/CATEGORY (CODE AND TITLE) Support		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	(OPTIONAL USE) Vendor # 814125-00			
TOTAL AMOUNT ENCUMBERED TO DATE \$7,588.59	ITEM 3540-001-0001	CHAPTER 10	STATUTE 2015	FISCAL YEAR 15/16
OBJECT OF EXPENDITURE (CODE AND TITLE) 15--9214-418.99-92536				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF CDF ACCOUNTING OFFICER X <u></u>		DATE 12/2/15		

*Department of General Services
Use Only*

DGS APPROVAL NOT
REQUIRED PER SAM 1215

CONTRACTOR

STATE AGENCY

DEPT. OF GEN. SER.

CONTROLLER



CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

APPLICATION FOR FUNDING
COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978
VOLUNTEER FIRE ASSISTANCE (VFA) PROGRAM
Agreement #7FG|5061



A. DEPARTMENT/ORGANIZATION:

Organization Name: Lake Shastina Department of Public Safety (Fire Dept.)
Contact's First Name: Mike Contact's Last Name: Wilson
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: (530) 938-3577 Email Address: chief@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

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

Number of Communities: 1 Area: 72 sq. miles Congressional District #: 2
Population: 2,836 Annual Budget: 183,701
Latitude N 41 31 696 Longitude 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 must have a project area.

C. ACTIVITY: Annual number of emergency incidents.

Fire: 61 + EMS: 113 + Other: 29 = TOTAL: 203

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

Population: Size (acres): # of structures: Distance to nearest fire station (miles):

CAL FIRE USE ONLY (Formula-driven)

Table with 2 columns: Project Total Cost (\$15,177.18), TOTAL APPLICATION REQUEST (up to 50% \$500 minimum, \$20,000 maximum) (\$7,588.59). Includes AMOUNT FUNDED FOR THIS AGREEMENT and RECEIVED stamp.

E. Proposed Project (List individual items for funding):

	Type	Item	Quantity	Unit Cost	Item Total
1.	Safety	Wildland Helmets	6	\$53.45	\$320.70
2.	Safety	Wildland Gloves	10	\$27.55	\$275.50
3.	Safety	Nomex Ear, Neck, Face Protectors	10	\$28.00	\$280.00
4.	Safety	Fire Shelters (Regular)	3	\$365.00	\$1,095.00
5.	Safety	Fire Shelters (large)	6	\$417.75	\$2,506.50
6.	Safety	True North Fire Shelter Case	9	\$18.95	\$170.55
7.	Equipment	True North Spyder Gear Bag	6	\$123.45	\$740.70
8.	Equipment	True North Accessory Pocket	6	\$14.20	\$85.20
9.	Equipment	True North Hose Clamp Pouch	6	\$18.95	\$113.70
10.	Equipment	True North Personal Pouch	6	\$21.85	\$131.10
11.	Equipment	True North Fusee Pocket	6	\$10.45	\$62.70
12.	Equipment	True North Tape Dispenser	6	\$11.35	\$68.10
13.	Safety	Nomex Wildland Jump Suit	6	\$436.25	\$2,617.50
14.	Equipment	Wildland Hose Clamp	6	\$85.50	\$513.00
15.	Equipment	Wildland Headlamp	6	\$37.95	\$227.70
16.	Safety	Wildland Vibrom 10" Boots	5	\$240.00	\$1,200.00
17.	Communications	Active 911 account	18	\$10.00	\$180.00
18.	Safety	Nomex Wildland Pants	5	\$291.25	\$1,456.25
19.	Safety	Nomex Wildland Jacket	5	\$206.50	\$1,032.50
20.	Equipment	Chain Saw Chaps	2	\$191.00	\$382.00
21.	Equipment	1 1/2" Forestry Fire Fighting Hose 100'	12	\$116.54	\$1,398.48
22.	Equipment	Fireline Hose Pack (Pondosa Type)	4	\$80.00	\$320.00

F. CAL FIRE USE ONLY (Formula-Driven) PROJECT TOTAL COST				\$15,177.18
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5. 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 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 13 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. Last year, 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 DPS 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 16 volunteer firefighters, 2 seasonal paid firefighters and a paid chief. The District provides and superior water system with fire hydrants approximately every 500 feet within the district. The department has one station housing one type 1 Structural engine, two type 3 wildland engines 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 DPS 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, 2016. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE soon as the project is complete, but no later than September 1, 2016.

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

6/19/15
Date Signed

Printed Name:

Title:

Executed on:
Date

at
City

**Grant Assurances
for
Cooperative Forestry Assistance Act of 1978
Volunteer Fire Assistance (VFA)**

Organization Name : Lake Shastina Department of Public Safety (Fire Dept.)

Contact's First Name : Mike

Contact's Last Name : Wilson

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 : chief@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.

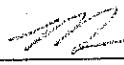
Organization Name : Lake Shastina Department of Public Safety (Fire Dept.)

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 applicant.

Printed Name of Authorized Agent:

Signature of Authorized Agent: 

Title of Authorized Agent:

Date:

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

IN THE MATTER OF:

Resolution Number: 9-15


Approving the Department of Forestry and Fire Protection Agreement #7FG15061 for services from the date of last signatory on page 6 of the Agreement to June 30, 2015 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 2014-15 up to and no more than the amount of \$7,588.59.

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

The foregoing resolution was duly passed and adopted by the Board of Directors of the Lake Shastina Community Services District, at a regular meeting thereof, held on the 16th day of September, 2015 by the following vote:

AYES: Directors French, Hoke, Layne, Mitchell and Thomsson
NAYS: None
ABSENT: None


Signature, Board of Directors Member

Roxanna Layne, President

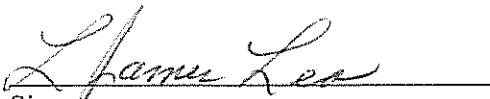
-----CERTIFICATION OF RESOLUTION-----

ATTEST:

I Jamie Lea, 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 9-15.

WITNESS MY HAND OR THE SEAL OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT, on this 16th day of September, 2015.

**OFFICIAL SEAL
OR NOTARY CERTIFICATION**


Signature

Jamie Lea, Interim General Manager/Clerk
Lake Shastina Community Services District

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

Lake Shastina CSD Department of Public Safety (Fire Dept.) (LOCAL AGENCY) 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 Lake Shastina CSD Department of Public Safety (Fire Dept.) (LOCAL AGENCY) and 50% is payable under CAL FIRE agreement 7FG15061 .

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 CSD Department of Public Safety (Fire Dept.)
Address: 16320 Everhart Drive
Weed, CA 96094

This is a: (please check only one)

_____ Partial Invoice approved for payment.

_____ Final Invoice approved for payment.

STATE USE ONLY

15-9214-418.99-92536-\$_____

The amount reimbursed per agreement is \$7,588.59