



# LAKE SHASTINA COMMUNITY SERVICES DISTRICT

## AGENDA

Wednesday, July 19, 2023

Closed Session: 12:00 p.m. / Open Session: 1:00 p.m.

Administration Building

16320 Everhart Drive, Weed, California 96094 • (530) 938-3281

### CALL TO ORDER:

LSCSD Roll Call: Directors: Chandler \_\_\_\_ Cupp \_\_\_\_ MacIntosh \_\_\_\_ Mitchell \_\_\_\_ Thompson \_\_\_\_

PUBLIC COMMENTS: This is an opportunity for members of the public to address the Board on subjects within its jurisdiction.

### ADJOURN TO CLOSED SESSION:

### CLOSED SESSION:

A. Personnel (Gov. Code Section 54957) Public Employee Performance Evaluation: General Manager

### RETURN TO OPEN SESSION:

LSCSD Roll Call: Directors: Chandler \_\_\_\_ Cupp \_\_\_\_ MacIntosh \_\_\_\_ Mitchell \_\_\_\_ Thompson \_\_\_\_

### PLEDGE OF ALLEGIANCE:

### REPORT ON CLOSED SESSION:

PUBLIC COMMENTS: This is an opportunity for members of the public to address the Board on subjects within its jurisdiction.

*Those who wish to speak on a matter that does not appear on the agenda, may do so during this Public Comment period. State your name and address your comments to the Board. Each individual will be limited to three minutes. The Public Comment portion of the meeting will be limited to thirty minutes (total time). If needed, time limits may be extended with concurrence of the Board. No person may speak twice to the same item. The Board may ask questions but may not act during the Public Comments portion of the meeting, except to direct staff to prepare a report, or to place the item on a future agenda.*

### 1. CONSENT ITEMS:

- A. Approval of Minutes: June 21, 2023
- B. Ratification of Disbursements: June 1 through 30, 2023
- C. Budget Comparison: FY 22/23
- D. Accounts Receivable Aging: FY 22/23
- E. Department Written Reports
  - 1. Fire Department
  - 2. Police Department
  - 3. Sewer Department
  - 4. Water Department

### DISCUSSION / REPORTS: ACTION ITEMS:

- 2. CPA Agreement
- 3. Recruitment and Retention Coordinator Contract
- 4. Strike Team Agreement
- 5. Intent to Tax Roll
- 6. Animal Control Ordinance

### STAFF COMMENTS:

### BOARD MEMBER COMMENTS:

ADJOURNMENT: The next LSCSD Regular Meeting is scheduled to be held on August 16, 2023 1:00 p.m. at the Administration Building.

Supplementary documents and other materials distributed to the District board after their agenda packets have been distributed to the members may be viewed at the District office and obtained at the meeting.



## LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Regular Meeting  
 Wednesday, June 21, 2023  
 Open Session  
**UNAPPROVED MINUTES**

CALL TO ORDER AND ROLL CALL: 1:00 PM

LSCSD Board Roll Call: Chandler  Cupp  MacIntosh  Mitchell  Thompson

\*Director Cupp came in at 1:01 PM

Also present: GM Moser, SAC DeBon, PC Bullington, FC Pappas, Sgt Yates, and AA Phonepaseuth. There were approximately 8 people in the audience.

PLEDGE OF ALLEGIANCE: Carried out.

PUBLIC COMMENTS: None received.

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

1. A. Approval of Minutes: Regular Meeting May 17, 2023
- B. Ratification of Disbursements: March 1, 2023 through May 31, 2023
- C. Budget Comparison: FY 2022/23
- D. LAIF Quarterly
- E. Department Written Reports
  1. Fire Department
  2. Police Department
  3. Sewer Department
  4. Water Department

**Motion by Dir. Cupp, second by Dir. Chandler, to approve Consent Calendar.**

**Ayes:** Directors Chandler, Cupp, MacIntosh, Mitchell, Thompson  
**Noes:** None  
**Absent:** None

DISCUSSION / REPORTS / ACTION ITEMS:

2. Financial Audit (Larry Bain - via phone)

**Motion by Dir. Thompson, second by Dir. Cupp, to accept the Financial Audit.**

**Ayes:** Directors Chandler, Cupp, MacIntosh, Mitchell, Thompson  
**Noes:** None  
**Absent:** None

3. Amended Budget 22/23

**Motion by Dir. Chandler, second by Dir. MacIntosh, to accept the Budget as presented.**

**Ayes:** Directors Chandler, Cupp, MacIntosh, Mitchell, Thompson  
**Noes:** None  
**Absent:** None

STAFF COMMENTS: Comments received.

BOARD MEMBER COMMENTS: Comments received.

ADJOURNMENT: With no objections by the Board, Pres. Mitchell adjourned the meeting at 2:22 PM. The next LSCSD Regular Board Meeting to be held on July 19, 2023 1:00 p.m. at the Administration Building.

Approval Date: July 19, 2023

\_\_\_\_\_  
Paula Mitchell, President

ATTEST:

\_\_\_\_\_  
Robert Moser, General Manager/Secretary

TREASURER'S REPORT - RATIFICATION OF DISBURSEMENTS  
LAKE SHASTINA COMMUNITY SERVICES DISTRICT

1B

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Board motion "To ratify the checks for expenses, including payroll and liabilities, issued on behalf of the District for the period of June 1-30, 2023 for a total of: " \$ 478,663.48

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Each check has been signed by two directors with documentation attached to each check.

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Submitted for June 2023	\$ 478,663.48
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Expenses - Regular Checks Mechanics Bank Account	\$ 313,020.30
Expenses - Payroll & Liability Checks Mechanics Bank Account	\$ 165,643.18
<u>Subtotal</u>	<u>\$ 478,663.48</u>
<u>Total CSD Expenses</u>	<u>\$ 478,663.48</u>

LAKE SHASTINA COMMUNITY SERVICES DISTRICT  
 ACCOUNTS PAYABLE - MECHANICS BANK

1B

Date	JE or Ck #	Payee	Total Expense	Regular Expenses	Payroll Expenses	10 General	15 Sewer	20 Water	25 Police	26 COPS Grant	27 Wellness	30 Fire	31 Safer
6/1/2023	25940	Payroll Checks (Live Checks)	2,088.54		2,088.54			2,088.54					
	25941	Payroll Checks (Live Checks)	406.95		406.95							406.95	
	230528016	CalPERS	7,809.70		7,809.70	1,927.56	950.55	887.11	2,230.28	703.98		1,110.22	
	230528017	EDD EFT	2,555.71		2,555.71	1,187.41	354.63	361.29	275.45	184.74		192.19	
	23052818	EFTPS EFT	6,918.79		6,918.79	3,232.03	1,113.97	1,107.02	334.98	481.28		649.51	
	230528000-230528015	MB EFT - Payroll Checks (Direct Deposits)	33,810.72		33,810.72	11,481.55	2,909.25	4,930.35	7,126.30	2,429.08		4,934.19	
	1647	First National Bank Omaha	893.57	893.57		893.57							
	1648	First National Bank Omaha	215.11			215.11							
	1649	First National Bank Omaha	638.80	638.80								638.80	
	1650	First National Bank Omaha	3,439.91	3,439.91			2,438.55	1,001.36					
	1651	First National Bank Omaha	3,933.74	3,933.74					542.39	3,391.35			
	1652	Pacific Power	12,590.71	12,590.71		1,015.21	4,283.83	6,918.35	93.33			279.99	
	1653	Quil	350.86	350.86		350.86							
	1654	US Cellular	305.20	305.20					305.20				
	1655	Williams Scotsman Inc	568.04	568.04			284.02	284.02					
	1656	XIO Inc	482.00	482.00				482.00					
	25942	Brandon Derra	64.45	64.45					32.22		32.23		
	25943	Caselle, Inc	2,549.00	2,549.00		2,549.00							
	25944	Coral Luquin	675.00	675.00					675.00				
	25945	Cowley D&L, Inc	115.62	115.62		77.08				19.27		19.27	
	25946	GT Construction	9850.00	9850								9,850.00	
	25947	Hue & Cry	41.42	41.42		41.42							
	25948	Office Technologies, Inc	47.50	47.50					47.50				
	25949	SHN Consulting Engineers	4,423.00	4,423.00				4,423.00					
	25950	Siskiyou Technology Cons.	2,591.00	2,591.00		2,591.00							
	25951	Solano's Inc	5,889.42	5,889.42		19.67				41.86		5,827.89	
	25952	Steven Pappas	198.24	198.24								198.24	
	25953	Suburban Propane	65.00	65.00								65.00	
	25954	Will Johnson Electric	180.00	180.00				180.00					
	25955	Woods Pest Control	176.00	176.00		88.00			44.00			44.00	
6/15/2023	25957	NCGT Security Funds	19,442.00		19,442.00	5,393.46	2,203.06	1,755.01	5,259.74	1,750.00		3,080.73	
	1657	Verizon Wireless	38.01	38.01								38.01	
	1658	Xio, Inc	482.00	482.00				482.00					
	25958	Burtens Fire, Inc	850.00	850.00								850.00	
	25959	Cal Ore Telephone	682.54	682.54		192.21	65.83	65.83	337.31			21.36	
	25960	Don Erickson Oil	1,750.03	1,750.03		372.09	218.53	218.53	426.41			514.47	
	25961	Ferguson Waterworks	1,523.23	1,523.23			998.60	524.63					
	25962	Gerard Pelletier Transfer	232.00	232.00								232.00	
	25963	Jaime Rodriguez	94.80	94.80			47.40	47.40					
	25964	Kanopy Kountry	4,065.00	4,065.00								4,065.00	
	25965	Kellie Power	400.00	400.00		400.00							
	25966	NAPA	189.07	189.07			12.15					164.76	
	25967	Pace Analytical	209.88	209.88				209.88					
	25968	Prentice Long, PC	395.00	395.00			62.50					332.50	
	25969	Siskiyou Disposal	355.00	355.00		125.00	62.50	62.50	26.25			78.75	
	25970	Siskiyou Technology	244.37	244.37		244.37							
	25971	Steve Pappas	502.00	502.00								502.00	
	25972	US Postal Services	603.84	603.84				603.84					
	25973	Western Business Products	125.38	125.38		125.38							
	25974	Woods Pest Control	125.00	125.00			62.50	62.50					
	25975	Payroll Checks (Live Checks)	1,904.97		1,904.97		1,904.97						
	25976	Payroll Checks (Live Checks)	632.54		632.54							632.54	
	25977	UNION DUES	347.36		347.36	110.36	73.41	61.93	64.64	36.62		0.40	
	230611016	CalPERS	7,807.72		7,807.72	2,131.37	898.72	733.13	2,230.28	703.98		1,110.24	
	230611017	EDD EFT	1,657.67		1,657.67	566.33	133.40	121.18	341.38	254.81		240.57	

LAKE SHASTINA COMMUNITY SERVICES DISTRICT  
 ACCOUNTS PAYABLE - MECHANICS BANK

1B

Date	JE or Ck #	Payee	Total Expense	Regular Expenses	Payroll Expenses	10 General	15 Sewer	20 Water	25 Police	26 COPS Grant	27 Wellness	30 Fire	31 Safer
	230611018	EFTPS EFT	4,101.79		4,101.79	1,389.09	485.65	423.48	371.30	638.04		794.23	
	230611000-230611015	MB EFT - Payroll Checks (Direct Deposits)	29,735.20		29,735.20	8,742.36	1,840.69	3,214.29	7,707.50	2,840.92		5,389.44	
6/29/2023	25978	Payroll Checks (Live Checks)	2,085.91		2,085.91		2,085.91						
	25979	Payroll Checks (Live Checks)	884.45		884.45							884.45	
	25980	Payroll Checks (Live Checks)	853.55		853.55							853.55	
	230625016	Aflac	254.66		254.66	140.08	33.09	18.29	63.20				
	230625017	CalPERS	7,838.04		7,838.04	2,133.56	749.06	880.61	2,230.28	734.29		1,110.24	
	230625018	EDD EFT	1,621.08		1,621.08	610.81	109.55	146.09	260.92	167.17		326.54	
	230625019	EFTPS EFT	4,207.00		4,207.00	1,455.14	407.83	502.59	329.25	441.58		1,070.61	
	230625000-230625015	MB EFT - Payroll Checks (Direct Deposits)	28,678.83		28,678.83	9,195.60	1,124.51	3888.71	7112.62	2359.67		4997.72	
	1660	Pitney Bowes	202.70	202.70		202.70							
	1661	US Cellular	305.20	305.20					305.20				
	1662	Williams Scotman, Inc	568.04	568.04			284.02	284.02					
	25981	Golden State Risk Management	220,615.00	220,615.00		220,615.00							
	25982	Kellie Power	400.00	400.00		400.00							
	25983	Larry Bain	16,000.00	16,000.00			4,000.00	4,000.00	4,000.00			4,000.00	
	25984	Municipal Emergency Services	1,194.07	1,194.07									1,194.07
	25985	Norco, Inc	558.21	558.21		899.10						(340.89)	
	25986	Office Technologies, Inc	49.79	49.79					49.79				
	25987	Siskiyou Co Dept General	272.11	272.11					272.11				
	25988	Solano's Inc	4,576.98	4,576.98			38.25	38.25				4,500.48	
	25989	Steve Pappas	1,083.14	1,083.14								1,083.14	
	25990	Suburban Propane	10.00	10.00					5.00			5.00	
	25991	Wddle Plumbing	4,034.32	4,034.32								4,034.32	
			478,663.48	313,020.30	165,643.18	281,113.48	32,325.47	38,931.35	43,099.83	17,178.64	32.23	64,788.41	1,194.07

REPORT  
TO BE  
PROVIDED  
AT  
MEEETING



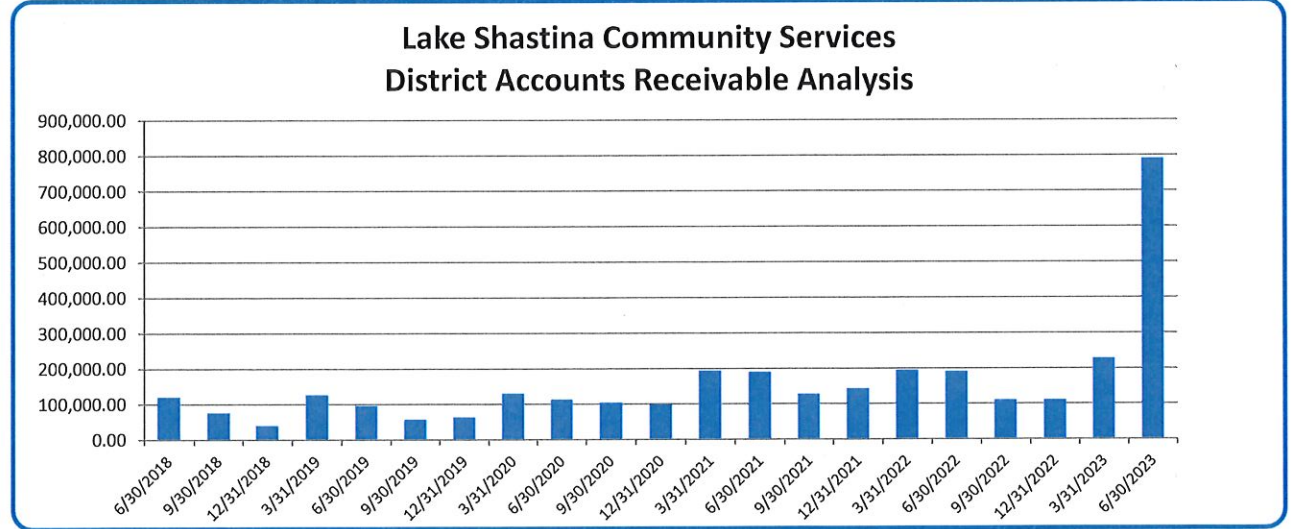
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**Lake Shastina Community Services District**  
**Quarterly**

Accounts Receivable Analysis 2018/2023 YTD  
June 30,2018 thru June 30,2023

Date	0-30 Days	30-60 Days	60-90 Days	>90 Days	Balance
6/30/2018	3,005.61	216.94	1,998.22	116,055.47	121,276.24
9/30/2018	9,562.53	925.75	321.90	66,249.63	77,059.81
12/31/2018	-17,681.74	1,511.41	1,104.39	55,381.43	40,315.49
3/31/2019	8,503.57	447.48	68,411.14	49,976.97	127,339.16
6/30/2019	-22,603.12	613.48	0.02	118,199.06	96,209.44
9/30/2019	-13,662.58	283.50	102.99	70,362.42	57,086.33
12/31/2019	733.74	1,991.51	1,783.42	59,001.58	63,510.25
3/31/2020	4,423.17	1,058.47	70,367.06	54,699.62	130,548.32
6/30/2020	212.76	103.42	82.70	113,292.67	113,691.55
9/30/2020	5,602.51	602.24	91,453.52	6,884.68	104,542.95
12/31/2020	0.00	4,505.62	709.96	94,431.72	99,647.30
3/31/2021	403.12	15,141.34	104,256.86	70,851.19	193,652.41
6/30/2021	6,556.53	98.31	98.88	183,839.48	190,593.20
9/30/2021	6,709.98	1,085.30	134.31	120,455.23	128,384.82
12/31/2021	5,241.95	640.18	470.13	137,078.35	143,430.61
3/31/2022	13,243.07	3,256.87	-	178,962.21	195,462.21
6/30/2022	8,772.82	206.18	27,352.69	155,326.45	191,658.14
9/30/2022	6,311.57	6,841.99	16.50	98,356.39	111,526.45
12/31/2022	6,044.48	603.61	641.50	103,556.93	110,546.52
3/31/2023	2,456.02	825.47	147,549.93	77,659.91	228,491.33
6/30/2023	599,702.44	145.12	1,628.22	189,931.98	791,407.76

Note: 1) Part of this report includes accounts that have been prepaid. 2) Police, Fire, Sewer and Water have been combined.





## Lake Shastina Fire Department

16309 Everhart Drive  
Weed CA 96094

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### Fire Department Activity and Response Report

For the Month of **June 2023**, Lake Shastina Fire Department responded to a total of 18 calls for service. These calls included:

- 14 Medical Aid
- 1 Wildland Fires
- 3 Public Assists

#### Monthly News:

We are excited to welcome a new Sleeper who will be joining the COS paramedic program this fall. Troy Fox is an EMT and joins our department from the Sacramento region.

In June we continued to train heavily in preparation for the wildland fire season. S-130, Rt-130 and S-190 have been completed for all firefighters who plan to battle wildland fire with us in 2023.



**LAKE SHASTINA POLICE DEPARTMENT**

*William N. Bullington*

*Chief of Police*

16309 Everhart Dr., Weed, CA 96094

(530) 938-2226

TO: LSCSD Board of Directors

FROM: Chief Bullington

SUBJECT: June 2023 Police Monthly Board Report

**POLICE ACTIVITY:** LSPD had 267 calls for service in June.

**SUMMARY:**

Misdemeanor Arrests: 6

Felony Arrests: 3

Traffic Warnings: 104

Traffic Citations: 15

Animal Control Cites: 1

Animal Related Calls: 9

Parking Cites: 0

House Watch: 140+-

Misc. Police Calls(Non-Criminal): ???

**NOTABLE ACTIVITY:**

**6/6/2023-** Subject arrested for driving on a suspended DL.

**6/7/23-** Subject arrested for possession of a stolen firearm, marijuana for sale.

6/8/23-Subject arrested for 40 pounds of fentanyl.

6/16/23-Subject arrested for D.U.I.

6/14/23-Subject arrested for drugs for sale.

6/16/23- Subject arrested for outside warrants.

6/23-23-Subject arrested for driving on a suspended DL.

6/24/23-Subject arrested for public intoxication.

6/30/23-Subject arrested for outside warrants and possession of meth.

Continue 4 hour online training for responding to domestic violence calls.

## Lake Shastina Sewer Department

To: Lake Shastina CSD Board  
From: RODNEY VILLA, Maintenance Leadman  
Meeting Date: July 19, 2023  
Subject: Board Report for June 2023

### Notable Activity:

- We refreshed about six USAs and did four new ones.
- We “Jetted” a mile of sewer main and inspected it as well.
- Weed abatement continues at the sewer ponds with mowing and pesticide application.
- On Lotz Ct. we did a 98% sewer hookup.

## Lake Shastina Water Department

To: Lake Shastina CSD Board  
From: RODNEY VILLA : Maintenance Leadman  
Meeting Date: July 19,2023  
Subject: Board Report for June 2023

### Notable Activity:

- We did water meter reads for four days.
- There were seventy-five water shut off notices. Twelve of the notices ended up being turned off, and ten were turned back on.
- The four routine drinking water samples were taken to Pace Labs.
- Six USAs were refreshed and two new ones were done.
- Regular maintenance was done on small power tools and heavy equipment also was greased.



***LAKE SHASTINA COMMUNITY SERVICES DISTRICT***

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**TO:** LSCSD BOARD OF DIRECTORS  
**MEETING DATE:** July 19, 2023  
**FROM:** Robert Moser, General Manager  
**SUBJECT:** CPA Agreement

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**BACKGROUND:**

It's that time of year to renew our CPA contract. Included in the packet is the contract from our CPA that has not changed since last year. She has kept her rates the same and does a fantastic job for the CSD. It is noteworthy that her contract for last year was for \$50,000.00 and she came in at \$17,386.63 under budget, giving us a total of \$32,613.38 for the year.

**RECOMMENDATION:**

The decision before the board today would be to either:

- A. Approve the contract for Drew Consulting for \$50,000.00 for services for the year.**
- B. Have staff seek out a new CPA.**

# Lake Shastina Community Services District

Accounting Support Engagement  
By Drew Consulting Inc.







## Our Approach and Engagement Goals

Our firm partners with small businesses, NGO's, Special Districts and government agencies to improve their bottom line over the short and long-term. We work alongside our clients' team to build strong accounting and compliance systems by providing "Full Cycle Financial" and Business Advisory Services through a contract engagement platform. Through strategic planning efforts, we are able to meet both your current financial goals and strengthen long-term sustainability.

As a full-service company with a diverse background, we work on a 1-to-1 basis with clients to provide specialized services and ensure that we meet each of their specific needs. The services we offer include, but are not limited to, business advisory services, financial compliance, accounting and system development, personnel development and grant administration and compliance.

Together, let us help the team of the Lake Shastina Community Services District (the "District") better it's financial legacy.

## Our Lead Partner



Our lead partner, Andrea Drew, holds 25+ years diverse experience in providing business advisory, assurance and compliance services to a wide array of clients in the private sector (*refuse and recycling, water utility, manufacturing, hospitality, and real estate*), public sector (*mining and technology SEC and TSX-V reporting*), government (*local state and special district*), and not-for-profit organizations (*recreation, environmental and commerce, education*).



Our Lead Partner (Continued)

Andrea began her career working for a prestigious Chartered Accounting firm in Vancouver, BC, as a Summer Intern in her first year of tertiary education. Over the next 10+ years, Andrea enjoyed working on engagements ranging from bookkeeping, to accounting software system design and implementation, tax return development, tax litigation assignments, budget and forecasting, and compilation through audit attest assignments, with emphasis on publicly traded entities (*SEC and TSX-V*). As a result, Andrea worked with clients in a variety of industries including government, childcare, water utility, natural resource exploration and development, manufacturing, hospitality, fashion, real estate, and refuse and recycling.

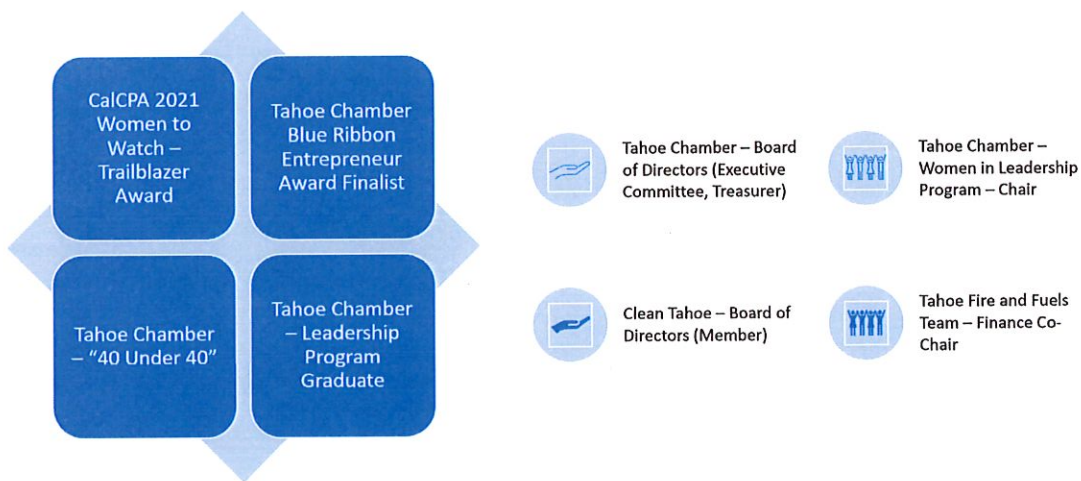
After moving to the United States, Andrea worked five+ years with an influential Environmental Agency in the capacity of Finance Manager for the “Lake Tahoe Aquatic Invasive Species Program”, seeing to the effective management of +\$13-million of federal, state and private funding awards. Her time there provided Andrea with invaluable experience in understanding the complexities and nuances of governmental accounting and grant compliance.

With this unique background, Andrea launched Drew Consulting Inc., a California small business certified, boutique business advisory firm, to proactively support the growth of its valued business partners.

Andrea looks forward to bringing this value to your team, the District and community you serve.

Lead Partner – Sample Achievements

Andrea’s on-going commitment to her community, is evidenced through various honorary roles served and awards received, a sample showcased below.





Our Firm Partnerships

Our qualifications and achievements to date, are in-keeping with our Mission: To provide our clients' exceptional financial and business advisory services while maintaining the highest levels of integrity and professionalism.

The following provides a small sample to the successful partnerships built in past years:



We look forward to bringing similar success stories through our engagement with the Lake Shastina Community Services District.



## Independent Contractor Agreement

This Agreement is made between Lake Shastina Community Services District ("Client"), with a principal place of business at 16320 Everhart Drive, Weed, CA 96094, and Drew Consulting Inc. ("Contractor"), with a principal place of business at 1679 Zapotec Drive, South Lake Tahoe, CA 96150.

### 1. Services to Be Performed

Contractor agrees to perform accounting services to support the Client in preparing for annual year-end financial audit functions.

### 2. Payment

In consideration for the services to be performed by Contractor, as outlined in Exhibit B of this Agreement, Client agrees to pay Contractor at the rate of \$185 per hour of time for the services performed under this Agreement according to the terms of payment set forth below.

Unless otherwise agreed upon in writing by Client, Client's maximum liability for all services performed during the term of this Agreement will not exceed \$50,000 for the fiscal year ended June 30, 2024.

### 3. Terms of Payment

Contractor will invoice Client no more frequently than on a monthly basis for all work performed during the preceding invoice period. Invoices will be submitted on Contractor's letterhead specifying an invoice number, the dates covered in the invoice, the time expended, and the work performed (in summary).

Client will pay Contractor the amount due within 30 days after receiving Contractor's invoice.

A finance charge of 1.25% per month will be assessed on invoices not paid within thirty days from the date of the invoice. This is an Annual Percentage Rate of 15%. Client agrees to pay reasonable attorney fees and collection costs Contractor incurs related to the collection of fees for services performed under the terms of this Agreement.

Billings become delinquent if not paid within 30 days of the invoice date. If billings are past due, in excess of 45 days, Contractor will stop all work until Client's account is brought current or withdraw from this Agreement.

**Drew Consulting Inc.**

**p:** 530-318-8204 | **e:** [adrew@drew-consulting.com](mailto:adrew@drew-consulting.com)

**w:** [www.drew-consulting.com](http://www.drew-consulting.com)

**a:** 1679 Zapotec Drive, South Lake Tahoe, CA 96150

#### 4. Expenses

Client will reimburse Contractor for the following expenses, outlined in Exhibit B of this Agreement, that are directly attributable to work performed under this Agreement:

- Hotel Accommodation per Costs Incurred;
- Meals and Incidentals per GSA Allowable Rates; and
- Mileage per IRS Allowable Rates

Contractor will submit an itemized statement of Contractor's expenses. Client will pay Contractor within 30 days after receipt of each statement.

#### 5. Materials

Contractor will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.

#### 6. Independent Contractor Status

Contractor is an Independent Contractor, and neither Contractor nor Contractor's employees or Contract personnel are, or will be deemed, Client's employees. In its capacity as an Independent Contractor, Contractor agrees and represents, and Client agrees, as follows:

- Contractor has the right to perform services for others during the term of this Agreement subject to noncompetition set out in this Agreement, if any;
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed;
- Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine;
- Contractor will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that the Contractor's work must be performed on or with Client's computer or existing software;
- The services required by this Agreement will be performed by Contractor or Contractor's employees or contract personnel, and Client will not be required to hire, supervise, or pay any assistants to help Contractor;
- Neither Contractor nor Contractor's employees or contract personnel will receive any training from Client in the professional skills necessary to perform the services required by this Agreement;
- Neither Contractor nor Contractor's employees or contract personnel will be required by Client to devote full time to the performance of the services required by this Agreement; and
- Client will not withhold from Contractor's compensation any amount that would normally be withheld from an employee's pay.

#### 7. Business Permits, Certificates, and Licenses

Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services performed under this Agreement.

#### 8. Professional Obligations

Contractor will perform all services under this Agreement in accordance with generally accepted accounting practices and principles. This Agreement is subject to the laws, rules, and regulations governing the accounting profession imposed by government authorities or professional associations of which Contractor is a member.

### **9. Professional Liability**

Client will not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.

Contractor will obtain professional liability insurance coverage for malpractice or errors or omissions committed by Contractor or Contractor's employees or contract personnel during the term of this Agreement. The policy will provide for coverage of at least \$250,000 for each occurrence and \$1,000,000 annual aggregate. Before commencing any work, Contractor will provide Client with proof of this insurance.

### **10. Limitation of Liability**

Contractor's liability to Client and/or anyone claiming by, through or under Client, shall not exceed \$25,000 for claims arising from (i) professional acts, errors or omissions. Contractor's liability for all other claims for loss or injury shall not exceed \$25,000. The Client hereby forever releases Contractor and its officers, principals, employees and agents from any liability for losses or damages sustained and incurred by the Client in excess of such amount.

As used in this Paragraph, the term liability or liable means liability of any kind, whether in contract (including breach of warranty), in tort (including negligence) in strict liability, for indemnity or otherwise, for any and all injuries, claims, losses, expenses or damages, administrative sanctions, penalties or fines imposed (including attorney's fees) whatsoever arising out of or in any way related to Contractor's Services from any cause or causes whatsoever. The provisions of this Paragraph shall survive the completion of the Agreement or the expiration, cancellation or termination of this Agreement.

Contractor shall not be liable for any claims of loss of profits or any other indirect, special, incidental or consequential damages of any nature whatsoever.

### **11. Indemnification**

Subject to the Limitation of Liability paragraph above, Contractor shall indemnify, defend and hold harmless Client, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between Contractor and Client and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of Contractor or its subcontractors or their respective employees, officers and agents. Contractor's duty to defend is defined as the reimbursement of reasonable attorney's fees to the extent of Contractor's actual determined negligence.

Client shall indemnify, defend and hold harmless Contractor, its officers, agents, and employees from any and all claims, suits, losses, damages, costs (including reasonable attorney's fees) and demands, pure economic damages, administrative fees, penalties and fines imposed, and demands, including reasonable attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between Contractor and Client and arising out of the performance of such Agreement to the extent such injury, death or damage is caused by the negligence or willful misconduct of Client or its contractors or their respective employees, officers and agents.

Client agrees to the full extent permitted by law, to indemnify, defend, and hold harmless Contractor, its officers, directors, shareholders, employees, affiliates, and subsidiaries and their successors from and against any and all claims, demands, losses, penalties, fines and causes of action of every kind and character (including reasonable attorney fees) arising from or relating to Pre-existing Conditions.

**11. Indemnification (Continued)**

The provisions of this paragraph shall survive the completion of the Project or the expiration, cancellation or termination of this Agreement between Contractor and Client.

**12. Communication**

In connection with this engagement, Contractor may communicate with Client or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, Contractor cannot guarantee or warrant that emails from Contractor will be properly delivered and read only by the addressee. Therefore, Contractor specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by Contractor in connection with the performance of this engagement. In that regard, Client agrees that Contractor shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

**13. Term of Agreement**

The Contractor desires to perform and assume responsibility and obligations for the services and provision of products, as herein described on the terms and conditions set forth herein, the work beginning July 1<sup>st</sup>, 2023 and terminating on the earliest of:

- The date Contractor completes the services required by this Agreement;
- June 30<sup>th</sup>, 2024; or
- The date a party terminates the Agreement as provided below.

**14. Terminating the Agreement**

Each party has the right to terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after notice is sent to the other party.

If at any time after commencement of the services required by this Agreement, Client in its sole reasonable judgement, determines that such services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained in this Agreement, Client may terminate this Agreement upon 30 days' written notice to Contractor.

**15. Confidential Information**

Contractor acknowledges that within the course of providing services, it will be necessary for Client to disclose certain confidential information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that any disclosure to any third party or misuse of this confidential information would irreparably harm Client. Accordingly, Contractor will not use or disclose to others without Client's written consent Client's confidential information, except when necessary to perform the services under this Agreement.





### **15. Confidential Information (Continued)**

Confidential information includes, but is not limited to:

- The written, printed, graphic, or electronically recorded materials furnished by Client for use by Contractor;
- Client's business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind;
- Any tangible information produced by Contractor for Client under this Agreement that provides Client with a business advantage over competitors and is unknown by Client's competitors;
- Any written or tangible information stamped "Confidential", "Proprietary", or with a similar legend; and
- Any written or tangible information not marked with a confidentiality legend, or information disclosed orally to Contractor, that is treated as confidential when disclosed and later summarized sufficiently for identification purposes in a written memorandum marked "confidential" and delivered to Contractor within 30 days after the disclosure.

Contractor will not be restricted in the use of any material that is publicly available, already in Contractor's possession prior to commencement of Contractor's provision of services to Client, known to Contractor without restriction, or rightfully obtained by Contractor from sources other than Client.

Contractor's obligations regarding confidential information extend to information belonging to customers and suppliers of Client about which Contractor may have gained knowledge as a result of Contractor's services to Client.

Contractor will not disclose to Client information or material that is a trade secret of any third party. The provisions of this clause will survive any termination of this Agreement.

### **16. Third Party Reliance Upon Reports**

All Contractor work products are prepared solely for use by Client and shall not be provided to any other person or entity without Contractor's written consent. Client shall indemnify Contractor from and against any and all claims, liability, damages, actions or proceedings brought by any person or entity claiming to rely upon information or opinions contained in reports or other work products provided to such person or entity, published, disclosed or referred to without Contractor's written consent.

### **17. Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in South Lake Tahoe, California. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be settled by binding arbitration by an arbitrator to be mutually selected. Judgement on the arbitration may be entered in any court that has jurisdiction over the matter.

### **18. Attorney Fees**

The prevailing party shall have the right to collect from the other party its reasonable costs and disbursements and attorney fees incurred in enforcing this Agreement.



**19. Entire Agreement**

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. This Agreement may not be amended except in writing as provided for in this Agreement.

**20. Successors**

This agreement binds and benefits the respective successors, inheritors, assigns, and personal representatives of the parties, except to the extent of any contrary provision in the Agreement.

**21. Waiver**

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

**22. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of California.

**23. Severability**

If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

**24. Attached Papers and Exhibits**

Any attached sheet or document shall be regarded as fully contained in this Agreement.

**25. Notices**

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered: in person, by certified mail, or by overnight courier.

**26. No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

**27. Assignment and Delegation**

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.



**28. Counterparts**

This Agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT.

Client:

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Robert Moser – General Manager  
**Lake Shastina Community Services District**

Contractor:

---

Andrea Drew – Owner  
**Drew Consulting Inc.**



**EXHIBIT A  
SCOPE OF WORK**

Drew Consulting Inc. (Contractor) agrees to perform professional accounting services to Lake Shastina Community Services District (Client) as follows:

- Support, as directed by Client, day-to-day accounting, compliance and system and training needs as directed by the Client.
- Assist, as directed by Client, in the development of internal control policy and procedure improvements as required by the outcomes of the external year end audit for the year ended June 30<sup>th</sup>, 2022 and cited in Management Letter related thereto.
- Assist, as directed by Client, in the research, review, testing and implementation of a new accounting system for the Client.
- Assist, as directed by Client, in the preparation, policies and procedures related to year-end close for the year ended June 30<sup>th</sup>, 2024.
- Assist, as directed by Client, in the preparation of the year-end financial audit and items related thereto, for the year ended June 30<sup>th</sup>, 2023.
- Assist, as directed by Client, in the administration and financial management of grant agreements as directed by the Client, through contract termination date of June 30<sup>th</sup>, 2024.
- Assist, as directed by Client, in the development of the annual California Governor's Office of Emergency Services (CalOES) Indirect Cost Rate submission for the year ended June 30<sup>th</sup>, 2024.

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**EXHIBIT B  
BUDGET**

This Agreement shall not exceed \$50,000, based on approximate costs as outlined below:

- Direct Labor:
  - \$185 hourly rate per hours worked
- Travel Expenses:
  - \$92.50 hourly rate per hours travelled
  - IRS reimbursement rate for mileage to and from Client location
  - Actual costs for hotel accommodation while on location with Client
  - GSA reimbursement rate for incidental costs while on location with Client

This contract shall terminate on June 30, 2024.





Item 3

***LAKE SHASTINA COMMUNITY SERVICES DISTRICT***

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**TO: LSCSD BOARD OF DIRECTORS**  
**MEETING DATE: July 19, 2023**  
**FROM: Robert Moser, General Manager**  
**SUBJECT: Recruitment and Retention Coordinator Contract**

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**BACKGROUND:**

This item is the contract for the Recruitment and Retention Coordinator at the fire department. This is a position that is funded by the Safer Grant and is at no cost to the District. This is the same contract used previously and for the same dollar amount as before.

**RECOMMENDATION:**

The decision before the board today would be to either:

- A. Approve the contract for the Recruitment and Retention Coordinator**

**APPOINTMENT OF FIRE CAPTAIN RECRUITMENT AND RETENTION  
CORDINATOR RECRUTMANT AND RETENTION CORDINATOR  
EMPLOYMENT AGREEMENT**

This Agreement is made this 19<sup>th</sup> day of July 2023 between Lake Shastina Community Service District ("District"), a political subdivision of the State of California, and Peter Chris Pappas ("Employee" or "Fire Captain Recruitment and Retention Coordinator").

By this Agreement the District appoints Peter Chris Pappas as Fire Captain Recruitment and Retention Coordinator for the District and Employee accepts such employment on the terms and conditions set forth herein.

**RECITALS**

WHEREAS, the District requires the services of a Fire Captain Recruitment and Retention Coordinator; and

WHEREAS, Employee has the necessary prerequisites to serve as Fire Captain Recruitment and Retention Coordinator under the Fire Captain Recruitment and Retention Coordinator job description, and has been employed as a Fire Captain Recruitment and Retention Coordinator; and

WHEREAS, the Board of the District ("Board") desires Employee to serve as the Fire Captain Recruitment and Retention Coordinator of the District; and

WHEREAS, Employee desires to accept said appointment; and

WHEREAS, the Parties desire to execute this Agreement pursuant to the authority of and subject to the provisions of Government Code Section 53260 et seq.; and

THEREFORE, the District hereby appoints Employee as its Fire Captain Recruitment and Retention Coordinator, and Fire Captain Recruitment and Retention Coordinator hereby accepts such employment under the terms and conditions set forth herein.

**DUTIES AND RESPONSIBILITIES**

1. Employee agrees to observe and comply with the rules and regulations of the District, as adopted by the District's Board, respecting performance of duties, and to carry out and perform orders, directions, and policies stated by the District from time to time, either orally or in writing.

2. The duties of the Fire Captain Recruitment and Retention Coordinator are as set forth in Attachment A of, which is expressly incorporated in this Agreement by this reference, and which may be changed by the Board during the term of this agreement.

3. Employee agrees not to engage in any other business activities, duties, or pursuits and to devote all of his/her productive time, ability, and attention to District business. Employee may seek the prior, written consent of the General Manager to engage in either outside employment or to render services to any other person or organization. Activities that do not materially interfere with the services required under this Agreement do not require prior written consent of District.

4. Employee agrees that, to the best of his/her ability, he/she will at all times loyally and conscientiously perform all of his/her duties and obligations required of him/her either expressly or implicitly by this Agreement.

#### **EMPLOYEE'S ETHICAL OBLIGATIONS**

5. Employee acknowledges and understands that public employment, especially the position of Fire Captain Recruitment and Retention Coordinator, carries with it great public trust and responsibility. Employee agrees to perform his/her duties in accordance with the laws and rules governing public employment and will undertake those duties in a matter which avoids acts of an inappropriate or illegal nature and avoids those acts which may give rise to even the appearance of impropriety. In accordance with that goal, Employee agrees to make full disclosure to, and obtain the approval of, the Board before entering into any negotiation or contract with any individual related to Employee by blood or marriage or from any entity in which such an individual has a business interest. Employee further agrees that failure to make such disclosures may result in immediate termination and referral to the appropriate law enforcement authority.

#### **DISTRICT AUTHORITY**

6. The District's authority is exercised by the District Board acting as a body, as set forth by State law. No individual member of the Board has the authority to direct or give orders to the Employee.

#### **SALARY**

7. As compensation for services provided as Fire Captain Recruitment and Retention Coordinator, the District shall pay Employee a fixed salary at \$50,000 per annum, payable in accordance with District policy. Fire Captain Recruitment and Retention Coordinator is an exempt employee and shall work approximately 40 hours a week for District business. Unless sooner conducted as provided in Paragraph (1), an initial performance review of Employee shall be conducted by the General Manager on or about the one-year anniversary date of the date of appointment stated in section 11 of this Agreement. An initial six-month evaluation will also be conducted by the General Manager.

#### **OTHER COMPENSATION AND BENEFITS**

8. Commencing on July 19th, 2023, Employee shall receive the following benefits:

a. The Fire Captain Recruitment and Retention Coordinator shall be provided benefits for medical, dental and vision coverage as the other employees of the Police Department, which is currently provided by Teamsters Union Local 137;

b. Paid Time Off "PTO" shall accrue at the rate of 176 hours per year. Accrual of PTO time is capped at 2 years. Fire Captain Recruitment and Retention Coordinator shall notify the General Manager prior to taking PTO days off and shall ensure that all matters are covered in his/her absence.

c. Reimbursement of travel expenses pursuant to the District per diem policy and in accordance with departmental travel budget and a cellular phone shall be provided pursuant to the District policy;

d. CalPERS retirement benefits. Employee shall pay the entire employee contribution.

#### **SUPPORT SERVICES**

9. The District shall provide funds, space, equipment, and personnel for Employee's performance of his duties, as allowed by the Board of Directors/General Manager.

#### **TERM**

10 The effective date of appointment as Fire Captain Recruitment and Retention Coordinator for Employee shall be July 19th, 2023. The term of this Agreement shall be from July 19th, 2023 through July 18th, 2027, subject to the following conditions:

a. This Agreement may be terminated at any time with or without cause.

b. District will negotiate with Employee a renewal of Employee's contractual relationship with District or provide written notice of District's intent not to renew, no later than 120 days prior to expiration date. In no event shall Employee's contract expire sooner than 120 days after District's written notice to Employee that it does not intend to renew the contract.

c. Employee shall have the absolute right to unilaterally terminate this Agreement by written notice to the General Manager. Employee shall make every effort to provide at least 90 days' written notice prior to terminating performing the duties of Fire Captain Recruitment and Retention Coordinator.

## TERMINATION OF EMPLOYMENT

11. Regardless of whether Employee is terminated for cause or without cause under this Agreement, Employee shall, upon termination, be compensated for the accrued PTO per District Policy he/she had accrued as a District employee.

12. Termination for Cause:

a. The Fire Captain Recruitment and Retention Coordinator may be terminated for cause. Examples of "cause" shall, include, but are not limited to, any of the following: (a) conviction of a misdemeanor of moral turpitude or any felony; (b) continued abuse of drugs or alcohol that materially affects the performance of the Employee's duties; (c) repeated and protracted unexcused absences from the Fire Captain Recruitment and Retention Coordinator's office and duties; and (d) material breach of this Agreement which is not cured after reasonable notice.

b. In the event the District terminates the Employee for cause, then District may terminate this Agreement immediately, and the Employee shall be entitled to only the compensation accrued up to the date of termination, and any other termination benefits and payments as may be required by law. The Employee shall not be entitled to any severance benefits if terminated under this section.

c. In the event the District terminates the Employee for cause, the District and the Employee agree that neither Party shall make any written or oral statements to members of the public or the press concerning the Employee's termination except in the form of a joint press release which is mutually agreeable to both Parties. The joint press release shall not contain any text or information that would be disparaging to either Party. The Parties further agree that, if they are unable to mutually agree on the contents of a joint press release within 72 hours after notice of termination, the District may state solely that the Employee is no longer employed by the District and the former Employee may state solely that he/she is no longer employed by the District.

13. Termination without Cause:

a. The Employee may resign at any time and agrees to give the District at least 90 days advance written notice of the effective date of the Employee's resignation, unless the Parties otherwise agree in writing. If the Employee retires from full time public service with the District, the Employee may provide six months' advance notice, but shall provide a minimum of 90 days' notice. The Employee's actual retirement date will be mutually established.

b. **This is an at-will employment position.**

Notice of termination shall be provided to the Employee in writing. "Termination" as used in this section shall also include any request that the Employee

resign, agree to a reduction in salary or other financial benefits of the Employee (excluding a general Fire Captain Recruitment and Retention Coordinator salary reduction), a material reduction in the powers and authority of the Fire Captain Recruitment and Retention Coordinator, or the elimination of the Fire Captain Recruitment and Retention Coordinator's position. Any such notice of termination or act constituting termination shall be issued by the General Manager, who has been given supervisory authority over the Fire Captain Recruitment and Retention Coordinator.

c. EMPLOYEE ACKNOWLEDGES AND UNDERSTANDS THAT THIS POSITION IS AT-WILL AND IS NOT COVERED BY A LAKE SHASTINA MEMORANUM OF UNDERSTANDING. EMPLOYEE MAY BE TERMINATED AT ANY TIME, FOR ANY LEGAL REASON.

d. This Agreement shall also terminate on the death of Employee and all accrued salary and leave benefits per policy shall be paid to Employee's estate as required by applicable law.

#### INDEMNITY

14. District shall indemnify Employee to the full extent of the law as provided by the California Torts Claims Act (Government Code Section 810 et seq.) and the indemnity provisions of this Agreement, whichever shall provide the greatest protection to Employee.

a. The District shall defend and indemnify the Employee against and for all losses sustained by Employee in direct consequences of the discharge of the Employee's duties on the District's behalf.

b. The District shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Fire Captain Recruitment and Retention Coordinator. The District may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

c. Whenever Employee shall be sued for damages arising out of the performance of the Employee's official duties, the District shall provide defense counsel for the Employee in such suit and indemnify Employee from any judgment rendered against the Employee; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing. This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in Employee's official capacity, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the District. This indemnity provision shall survive the termination of

the Agreement and is in addition to any other rights or remedies that Employee may have under the law.

d. The District and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against Employee, while acting within the scope of the Fire Captain Recruitment and Retention Coordinator's duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the District or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by Employee.

### NOTICES

15. All notices required under this Agreement shall be in writing and shall be deemed to have been given at the time they are personally delivered to the party to whom given or mailed in any general or branch United States Post Office enclosed in a registered or certified postage-paid envelope addressed to the address of the respective parties stated below, or to any changed address either party may have designated by notice:

Employee's Address:  On file with the payroll clerk.	Lake Shastina Community Services District Attn: General Manager 16320 Everhart Dr. Weed, CA 96094
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Any notice of change of address shall be effective only upon receipt.

### WAIVER

16. Failure to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power for all or any other times.

### REMEDY FOR BREACH

17. If Employee breaches any provision of this Agreement, the District shall be entitled if it so elects, to institute and prosecute proceedings in a court of competent jurisdiction to obtain damages for breach of this Agreement or for any other legal or equitable relief to which it may be entitled by law. The prevailing party in any action to enforce or interpret the terms of this Agreement shall be entitled to recover from the other party reasonable attorney's fees, court costs and other necessary expenses incident to the action in addition to any other relief to which that party is entitled. Venue for any litigation shall be in Siskiyou County, California.

**PARTIAL INVALIDITY**

18. The invalidity or unenforceability of any term or provision or any clause of this Agreement shall in no way impair or affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**NON-ASSIGNMENT**

19. This Agreement is personal in nature, and neither of the parties shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations under this Agreement.

**ENTIRE AGREEMENT**

20. This Contract represents the entire Agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by a written, fully executed Agreement of the Parties.

**STRIKE TEAM PAY**

21. Employee will be compensated for Strike Team pay at the rate billed per State Contract. This will be in lieu of his contractual salary. Employee must obtain permission from the General Manager prior to leaving on a Strike Team.

**PERSONNEL RULES SUPERSEDED**

22. The provisions of this Agreement shall control and supersede the provisions of the District Personnel Policy and District Code in the event that there is an inconsistency between this Agreement and the Personnel Policy or District Code as later amended.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

LAKE SHASTINA CSD, Employer

\_\_\_\_\_  
Peter Chris Pappas, Employee

\_\_\_\_\_  
Paula Mitchell, President of the  
District Board

Approved as to form:

\_\_\_\_\_  
Margaret Long, District Counsel





Item 4

***LAKE SHASTINA COMMUNITY SERVICES DISTRICT***

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**TO:** LSCSD BOARD OF DIRECTORS  
**MEETING DATE:** July 19, 2023  
**FROM:** Robert Moser, General Manager  
**SUBJECT:** Strike Team Agreement

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**BACKGROUND:**

This is the agreement between the volunteer firefighters and the District for when they go out on strike teams. This contract was written by legal and approved by our CPA. It is to help with the audit and make things clear for the volunteers. It matches the agreement amount we have with CalOES and CalFire.

**RECOMMENDATION:**

The decision before the board today would be to:

- A. Approve the strike team agreement**

# Lake Shastina Fire Department

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## VOLUNTEER FIREFIGHTER AGREEMENT

This Volunteer Firefighter Agreement ("Agreement") is entered into by and between the Lake Shastina Fire Department ("LSFD") and \_\_\_\_\_ ("Volunteer").

Whereas, the LSFD has a need for volunteer firefighters to support and aid in the suppression and quelling of fires within the jurisdiction of the LSFD;

Whereas, Volunteer is willing and able to aid in the fighting of fires within the LSFD on a volunteer basis.

Now, therefore, the parties agree as follows:

**1. Relationship Between the Parties.** The position of volunteer firefighter at the LSFD is a volunteer position. Neither party intends that any employment relationship to be created. Volunteer shall perform all duties on a voluntary basis and agrees to perform the work without monetary payment, except for work as part of a Strike Team as described below.

Volunteer understands and agrees that the LSFD is not obligated to provide any benefits traditionally associated with employment, and that Volunteer is solely responsible for their own insurance coverage in the event of illness or personal injury as a result of work as a volunteer firefighter for the LSFD.

**2. Assumption of Risk and Waiver of Liability.** Volunteer acknowledges that they have voluntarily applied to the LSFD for the position of volunteer firefighter. Volunteer understands that their volunteer activities with the LSFD may include activities that could be extremely hazardous and fully understands and appreciates the risks that are inherent to the volunteer activities. Volunteer hereby assumes the risk of bodily injury, illness, death, and medical treatment resulting from their volunteer activities. Volunteer hereby releases, discharges, and agrees to hold the LSFD, and its officers, employees, and agents, harmless from, and waive on behalf of themselves, any and all causes of action, claims, demands, damages, costs, expenses, and compensation or loss to Volunteer that may be caused by any act or omission of the LSFD, or that may arise in any way from or in connection with the volunteer activities.

**3. Volunteering at the LSFD.** The LSFD values its volunteers and will endeavor to provide the Volunteer with:

- Description, written or verbal, of your position so you understand your role and the tasks you are authorized to do.
- Orientation and all the training necessary for the volunteer position.
- A safe environment in which to perform your role.
- Respect for your privacy, including keeping your private information confidential.
- A supervisor, so that you have the opportunity to ask questions and get feedback.

**4. What the LSF D Expects From its Volunteers.**

- Support the LSF D’s goals and objectives, and work to promote and achieve them.
- Participate in orientation and training programs.
- Only undertake duties you are authorized to carry out.
- Understand and comply with the LSF D’s policies and procedures.

**5. Training.** The LSF D is committed to providing suitable training to assist Volunteer in the performance of their duties, and it is the LSF D’s policy that all volunteers undergo periodic training for the position they are providing.

**6. Mutual Aid Strike Teams.** Volunteer may participate in mutual aid strike teams, defined as long term wildland fires where LSF D assists the California Office of Emergency Services or the United States Forest Service for any period longer than three (3) hours (“Strike Team”).

During Volunteer’s time on a Strike Team, Volunteer understands that they will be paid “portal to portal” (i.e., from the time the Volunteer leaves the LSF D fire station to the time the Volunteer returns to the LSF D fire station).

Volunteer will be paid by LSF D for their work on the Strike Team at the rate of forty dollars per hour (\$40/hour) for work as part of the Strike Team, or forty-three dollars per hour (\$43/hour) if appointed as Company Officer.

Prior to leaving the LSF D fire station as a Strike Team, the LSF D Fire Chief will appoint a Company Officer. To qualify as a Company Officer, the following qualifications must be met:

- a. Company Officer title with LSF D
- b. Possession of current California Driver’s License with Firefighter Endorsement Class C
- c. Qualified Engine Boss Certification

If Volunteer is assigned a station coverage assignment while a Strike Team is working, Volunteer will receive a daily rate of four-hundred and twenty dollars (\$420) for performing work as a firefighter or engineer position, or a daily rate of four-hundred and fifty-six dollars (\$456) for performing work as a captain or Company Officer.

Volunteer acknowledges and agrees that, except for the work as part of a Strike Team as described above, they will not receive payment for their volunteer work for LSF D.

**7. Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing the other party thirty (30) days prior written notice.

In witness whereof, the parties hereunto have executed this Agreement on the date written below.

Volunteer Signature

\_\_\_\_\_

Name:

\_\_\_\_\_

Date

LSFD Signature

\_\_\_\_\_

Name:

Title:

\_\_\_\_\_

Date



**LAKE SHASTINA COMMUNITY SERVICES DISTRICT**

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TO: LSCSD Board of Directors  
FROM: Robert Moser, General Manager  
DATE: July 19, 2023  
RE: 2023 Tax Roll

Public Hearing: Delinquent Charges (Government Code §61115 (b) to be sent to the Siskiyou County Auditor to be included on the 2023 Tax Roll.

1. Public Hearing: To hear and consider all objections or protests to CSD's Impending Delinquency Report of taxes, assessment and other charges levied for the fiscal year 2022-2023, being delinquent, shall be declared tax-defaulted pursuant to Government Code §61115(b) and shall direct the General Manager to file with the county auditor a copy of the final report, on or before August 10, 2023.

**Motion to: declare said delinquencies tax-defaulted pursuant to Government Code §61115(b) and direct the General Manager to file the final report with the Siskiyou County Auditor on or before August 10, 2023.**

Encl: Report of Delinquent Charges, Notice of Public Hearing

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APN Number	CSD Turn Over Amount
020-071-240	315.50
020-520-010	455.13
020-520-220	537.99
106-010-010	411.13
106-010-060	126.07
106-010-120	411.13
106-010-160	632.92
106-010-170	425.62
106-010-430	248.89
106-010-480	411.13
106-010-500	411.09
106-010-510	287.12
106-020-020	411.09
106-020-030	411.13
106-020-040	411.13
106-020-050	411.09
106-020-060	411.09
106-020-080	411.09
106-020-110	411.13
106-020-180	411.09
106-020-210	425.62
106-020-250	126.29
106-020-270	139.50
106-020-280	411.09
106-020-350	139.45
106-020-380	411.09
106-020-470	425.62
106-030-050	266.20
106-030-080	411.09
106-030-160	126.07
106-040-040	425.62
106-040-080	266.20
106-040-130	407.89
106-040-150	411.13
106-040-220	266.20
106-040-230	266.20
106-040-280	425.62
106-040-290	411.09
106-040-310	425.62
106-040-350	411.09
106-040-360	126.07
106-040-370	411.09
106-050-050	126.07
106-050-060	266.20
106-050-110	411.09
106-050-190	266.20
106-050-210	411.13
106-050-220	126.07
106-050-240	411.13
106-050-250	411.13
106-060-030	126.07
106-060-040	126.07
106-060-070	411.13
106-060-080	266.20
106-070-010	411.09

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APN Number	CSD Turn Over Amount
106-070-050	266.20
106-070-060	411.13
106-070-110	266.20
106-080-240	147.92
106-080-320	410.76
106-080-340	411.09
106-080-360	411.09
106-090-040	411.13
106-090-090	271.81
106-090-110	425.62
106-090-160	792.34
106-090-200	411.09
106-090-250	411.09
106-090-340	603.71
106-100-050	167.06
106-100-170	425.62
106-100-200	411.09
106-100-240	411.13
106-100-250	425.62
106-100-270	411.13
106-100-280	126.07
106-110-010	281.98
106-110-050	411.09
106-110-070	281.99
106-110-130	411.09
106-110-150	411.09
106-110-160	126.07
106-110-170	411.09
106-110-220	411.13
106-110-230	411.13
106-110-240	411.13
106-110-260	411.13
106-110-270	425.62
106-110-300	266.20
106-110-310	411.09
106-110-440	635.13
106-120-020	411.09
106-120-100	411.09
106-120-140	411.09
106-120-150	266.20
106-120-190	266.20
106-120-200	150.75
106-140-010	266.20
106-140-060	411.09
106-140-090	411.09
106-140-100	411.09
106-140-110	411.09
106-150-050	411.09
106-150-060	411.09
106-150-080	411.13
106-150-090	411.13
106-150-100	411.09
106-150-180	425.62
106-150-200	153.81
106-160-020	411.13
106-160-040	411.13
106-160-070	411.13
106-160-120	411.13
106-160-150	266.20

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APN Number	CSD Turn Over Amount
106-160-160	416.91
106-160-170	416.91
106-160-190	126.07
106-170-130	284.90
106-170-150	266.20
106-180-010	156.00
106-180-020	411.09
106-180-050	565.48
106-180-070	411.09
106-180-080	411.09
106-180-120	266.20
106-180-130	266.20
106-180-180	425.62
106-180-210	411.09
106-180-230	450.14
106-190-030	222.34
106-190-060	411.09
106-190-070	155.24
106-190-130	298.98
106-190-140	266.20
106-200-010	266.20
106-200-030	266.20
106-200-040	411.09
106-200-050	411.09
106-200-070	411.09
106-200-080	411.13
106-200-100	411.09
106-200-130	139.95
106-200-141	411.09
106-200-220	266.20
106-200-230	411.09
106-210-130	411.09
106-210-170	411.09
106-220-110	411.13
106-230-050	411.09
106-230-070	411.09
106-230-080	266.76
106-230-100	265.83
106-230-110	411.09
106-230-130	411.09
106-230-150	266.20
106-230-160	126.07
106-230-170	411.09
106-230-200	411.13
106-230-230	411.09
106-230-240	411.13
106-230-320	411.09
106-230-330	411.09
106-230-480	411.09
106-230-490	411.09
106-230-500	266.20
106-230-510	126.07
106-240-010	126.07
106-240-060	425.62
106-240-110	281.76
106-240-140	281.76
106-240-150	411.13
106-240-180	411.13
106-240-250	425.62

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APN Number	CSD Turn Over Amount
106-240-260	411.09
106-240-280	425.62
106-240-290	266.20
106-240-310	126.07
106-240-320	126.07
106-250-110	411.09
106-250-120	411.09
106-250-180	411.09
106-250-190	411.13
106-250-230	425.62
106-250-240	526.75
106-250-260	411.09
106-260-340	411.09
106-260-400	126.07
106-260-420	266.20
106-270-240	266.20
106-270-260	282.98
106-270-280	411.13
106-270-320	266.20
106-270-330	411.09
106-270-360	411.09
106-270-520	411.09
106-270-540	411.13
106-280-040	139.45
106-280-050	411.09
106-280-070	411.09
106-280-080	126.07
106-280-120	411.09
106-280-130	411.13
106-280-170	411.09
106-280-200	411.09
106-280-210	411.09
106-280-270	266.20
106-280-300	411.09
106-280-370	411.09
106-280-390	411.09
106-280-430	428.78
106-290-130	266.20
106-290-140	426.18
106-290-160	411.13
106-290-240	222.30
106-290-290	266.20
106-290-300	411.09
106-290-350	411.13
106-290-380	281.82
106-290-390	411.13
106-290-420	425.62
106-290-440	155.24
106-290-480	1,005.32
106-300-100	126.07
106-300-150	411.09
106-300-170	411.09
106-300-190	411.09
106-300-200	411.09
106-300-240	411.09
106-300-260	125.74
106-310-080	266.20
106-310-110	411.09
106-310-210	411.13

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APN Number	CSD Turn Over Amount
106-310-230	411.13
106-310-240	411.09
106-310-260	300.64
106-310-300	129.21
106-310-320	285.37
106-320-020	266.20
106-320-140	425.62
106-320-310	411.09
106-330-050	411.09
106-330-150	411.09
106-340-050	266.20
106-340-150	425.62
106-340-160	126.07
106-350-170	266.20
106-360-050	305.28
106-370-030	411.09
106-380-080	266.20
106-380-150	411.09
106-380-160	411.09
106-380-190	411.13
106-380-230	411.13
106-390-060	411.13
106-390-130	356.19
106-400-020	411.09
106-400-030	411.09
106-400-110	451.77
106-400-170	1,331.80
106-400-220	875.35
106-410-020	411.09
106-410-040	411.13
106-410-060	425.62
106-410-100	411.09
106-410-160	425.62
106-410-180	266.20
106-410-190	266.20
106-420-110	411.13
106-420-130	411.09
106-420-220	411.09
106-430-020	411.13
106-430-050	266.20
106-430-110	411.09
106-430-140	126.07
106-430-180	411.09
106-430-220	411.13
106-430-270	281.56
106-440-150	364.58
106-460-080	302.57
106-460-140	965.46
106-460-220	266.20
106-460-240	266.20
106-470-010	411.09
106-470-020	411.09
106-470-030	411.09
106-470-040	425.62
106-470-050	125.51
106-480-070	425.62
106-480-080	425.62
106-480-090	411.09
106-480-100	411.09

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APN Number	CSD Turn Over Amount
106-480-110	411.09
106-480-120	411.09
106-480-130	411.09
106-480-140	411.09
106-480-260	411.09
106-480-270	411.09
106-480-280	411.09
106-480-290	411.09
106-480-320	411.09
106-490-050	411.09
106-490-060	411.09
106-490-070	411.09
106-490-080	411.09
106-490-180	266.20
107-010-020	126.07
107-010-080	150.12
107-010-210	266.20
107-010-250	266.20
107-010-260	411.13
107-020-040	266.20
107-020-080	425.62
107-020-100	411.09
107-020-130	266.20
107-020-160	411.13
107-030-010	411.13
107-030-020	139.37
107-030-080	266.20
107-030-220	307.47
107-030-230	612.16
107-040-090	126.07
107-040-120	411.13
107-040-230	411.09
107-040-240	281.82
107-040-510	411.04
107-050-030	411.13
107-050-170	411.09
107-050-240	155.24
107-050-270	266.20
107-050-280	266.20
107-050-290	411.09
107-060-140	126.07
107-060-240	411.13
107-070-060	411.13
107-070-100	266.20
107-070-250	425.62
107-070-270	411.09
107-080-010	139.45
107-080-020	411.13
107-080-140	304.92
107-080-180	266.20
107-090-100	266.20
107-090-180	266.20
107-090-270	411.13
107-100-010	266.20
107-100-130	125.83
107-100-140	425.62
107-100-160	411.13
107-100-330	411.13
107-110-080	266.20

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APN Number	CSD Turn Over Amount
107-110-090	126.07
107-110-100	266.20
107-110-110	266.20
107-110-120	268.00
107-110-140	126.07
107-110-150	411.09
107-110-180	411.09
107-110-230	266.20
107-110-260	411.09
107-110-320	443.69
107-110-330	411.13
107-110-340	139.45
107-110-360	411.09
107-110-370	411.09
107-110-400	411.13
107-110-410	266.20
107-110-420	266.20
107-110-470	411.13
107-110-510	266.20
107-110-520	411.09
107-110-580	160.68
107-110-630	266.20
107-110-650	411.13
107-110-660	411.13
107-110-690	411.13
107-120-040	266.76
107-120-050	425.62
107-120-060	425.62
107-120-080	425.62
107-120-210	266.20
107-120-350	411.09
107-120-400	411.09
107-130-020	352.15
107-130-280	352.13
107-130-290	583.79
107-130-320	352.13
107-140-070	228.02
107-140-110	352.13
107-140-120	352.13
107-140-170	352.15
107-140-220	184.26
107-140-260	352.13
107-150-050	357.64
107-150-170	352.15
107-150-310	352.13
107-150-330	352.13
107-160-070	352.15
107-160-080	119.45
107-170-020	108.07
107-170-150	352.13
107-170-190	349.73
107-170-220	364.58
107-180-030	352.13
107-180-110	352.13
107-180-170	364.58
107-180-240	352.15
107-180-250	228.02
107-190-170	425.62
107-200-140	425.62

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APN Number	CSD Turn Over Amount
107-200-150	266.20
107-200-230	425.62
107-200-350	425.62
107-210-050	266.20
107-210-080	411.13
107-210-110	448.97
107-210-120	589.67
107-220-160	411.09
107-220-370	153.53
107-220-390	411.09
107-230-010	266.20
107-230-260	411.09
107-230-270	299.92
107-230-330	411.13
107-230-340	425.62
107-230-460	126.07
107-240-040	544.90
107-240-230	266.20
107-240-250	139.95
107-250-010	126.62
107-250-090	442.29
107-250-160	126.07
107-260-020	648.68
107-260-200	411.09
107-260-230	411.09
107-260-240	411.09
107-260-250	411.09
107-260-270	425.62
107-270-140	425.62
107-270-150	266.20
107-270-180	411.09
107-280-010	352.13
107-280-020	108.07
107-280-030	268.00
107-280-050	352.15
107-280-170	228.02
107-290-170	1,059.25
107-290-220	108.57
107-290-330	352.15
107-290-350	1,196.87
107-290-360	228.02
107-290-380	352.13
107-300-200	493.92
107-300-260	352.15
107-300-290	640.12
107-300-340	352.13
107-310-030	278.03
107-310-070	352.13
107-310-080	230.68
107-310-090	364.58
107-310-110	304.75
107-310-200	352.15
107-310-240	352.13
107-310-270	338.58
107-310-340	228.02
107-320-010	364.58
107-320-200	352.13
107-320-210	425.62

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APN Number	CSD Turn Over Amount
107-320-240	352.15
107-320-340	544.74
107-330-020	352.15
107-330-060	352.13
107-330-220	352.13
107-330-400	594.00
107-340-320	107.51
107-340-340	228.02
107-340-390	180.27
107-340-410	404.15
107-340-470	305.24
107-340-500	352.15
107-350-270	140.98
107-350-280	425.62
107-360-060	410.76
107-360-140	411.09
107-360-180	899.78
107-360-190	139.45
107-360-250	126.07
107-360-290	126.07
107-360-380	411.09
107-360-400	411.09
107-360-420	425.62
107-360-460	126.07
107-370-040	268.00
107-370-060	443.62
107-370-170	268.00
107-380-140	139.95
107-380-160	411.09
107-380-180	411.13
107-380-200	411.09
107-390-010	411.13
107-390-030	411.13
107-390-050	411.13
107-390-070	411.09
107-390-150	411.09
107-390-210	411.13
107-400-020	145.74
107-400-070	411.13
107-400-080	411.09
107-400-120	139.45
107-400-130	431.09
107-400-150	411.09
107-400-170	411.09
107-400-180	411.09
107-400-240	266.20
107-410-010	425.62
107-420-010	411.09
107-420-060	266.20
107-420-070	411.13
107-420-080	411.09
107-420-110	266.20
107-430-110	119.45
107-430-180	228.02
107-430-190	352.15
107-430-240	352.13
107-430-250	228.02
107-430-260	228.02
107-440-060	364.58

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APN Number	CSD Turn Over Amount
107-440-110	364.58
107-440-170	352.15
107-440-210	123.60
107-440-280	352.13
107-440-290	352.13
107-440-320	352.13
107-440-370	228.02
107-440-440	244.06
107-450-040	228.02
107-450-080	241.40
107-450-150	119.45
107-450-190	228.02
107-450-200	352.13
107-450-270	204.44
107-450-320	352.15
107-450-340	352.13
107-450-380	364.58
107-450-390	352.15
107-450-400	352.13
107-450-470	352.13
107-450-480	364.58
107-450-530	352.15
107-460-010	228.02
107-460-050	352.13
107-460-090	108.07
107-460-130	352.13
107-460-210	352.13
107-460-240	352.15
107-460-260	580.51
107-460-270	352.15
107-460-280	364.58
107-460-410	352.15
107-460-420	108.07
107-460-440	352.13
107-460-530	352.13
107-470-010	352.13
107-470-050	228.02
107-470-070	364.58
107-470-130	228.02
107-470-140	273.34
107-470-190	352.13
107-470-220	352.13
107-470-230	352.13
107-470-240	352.13
107-470-270	119.45
107-470-320	352.13
107-470-370	352.08
107-470-380	352.13
107-470-400	228.02
107-470-430	108.07
108-010-070	352.15
108-010-100	256.00
108-010-140	352.13
108-010-150	207.84
108-010-250	228.02
108-020-080	228.02
108-020-100	352.13
108-020-270	119.45
108-020-280	364.58

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APN Number	CSD Turn Over Amount
108-020-380	228.02
108-030-040	132.97
108-030-110	352.13
108-030-140	228.02
108-030-170	124.32
108-030-210	352.13
108-030-220	527.78
108-030-240	364.58
108-030-250	229.24
108-030-260	352.20
108-030-380	241.40
108-030-510	119.45
108-040-080	352.13
108-040-090	352.15
108-040-100	352.15
108-040-120	352.13
108-050-020	107.50
108-050-060	352.15
108-050-130	352.13
108-050-140	352.13
108-050-170	132.97
108-050-240	352.13
108-050-250	365.42
108-050-300	149.62
108-050-320	352.13
108-050-330	352.13
108-050-390	108.64
108-050-410	352.13
108-050-520	352.13
108-060-050	428.78
108-060-070	241.40
108-060-150	352.13
108-060-290	352.15
108-060-320	352.15
108-070-070	229.24
108-070-110	352.13
108-070-160	352.13
108-070-170	203.83
108-070-190	132.97
108-070-210	556.62
108-070-310	352.13
108-070-350	352.15
108-080-030	352.13
108-080-080	352.13
108-080-110	352.13
108-080-150	352.15
108-080-200	242.88
108-080-250	352.13
108-080-260	352.13
108-080-280	228.02
108-080-300	379.84
108-080-360	352.13
108-080-370	352.15
108-080-400	202.31
108-090-010	411.13
108-090-020	411.13
108-090-130	411.13
108-090-140	411.13
108-090-200	266.20

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APN Number	CSD Turn Over Amount
108-090-230	411.13
108-090-240	411.09
108-090-260	425.62
108-090-270	126.07
108-090-300	126.07
108-090-350	266.20
108-090-360	411.09
108-090-400	411.13
108-090-430	126.07
108-090-520	422.10
108-100-090	425.62
108-100-100	411.09
108-100-110	266.20
108-100-160	411.09
108-100-170	155.95
108-100-180	411.09
108-100-200	243.78
108-100-210	411.13
108-100-270	411.09
108-100-330	411.09
108-100-340	413.82
108-100-360	266.20
108-100-410	266.20
108-100-420	411.09
108-100-430	425.62
108-100-450	411.13
108-110-020	411.09
108-110-030	266.20
108-110-120	266.20
108-110-140	266.20
108-110-160	268.74
108-120-080	411.09
108-120-110	411.09
108-120-140	150.12
108-120-240	411.09
108-120-250	425.62
108-120-330	228.02
108-120-450	411.09
108-120-470	411.09
108-120-480	425.62
108-130-060	281.82
108-130-100	428.78
108-130-130	411.09
108-130-140	134.90
108-130-160	228.02
108-130-170	119.45
108-130-190	352.13
108-130-210	352.13
108-130-220	352.15
108-130-230	119.45
108-130-340	411.09
108-130-350	411.09
108-130-370	436.01
108-130-400	411.09
108-130-420	411.09
108-130-450	462.59
108-140-040	266.20
108-140-050	266.20
108-140-090	126.07

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APN Number	CSD Turn Over Amount
108-140-200	411.13
108-150-040	352.13
108-150-060	352.13
108-150-070	352.13
108-150-080	352.13
108-150-090	352.15
108-150-130	352.13
108-150-140	228.02
108-150-150	228.02
108-150-170	352.13
108-150-190	266.20
108-150-200	411.09
108-150-220	425.62
108-150-270	411.09
108-150-300	411.13
108-150-320	266.76
108-150-340	395.53
108-150-360	411.09
108-150-370	139.45
108-160-020	411.09
108-160-030	266.20
108-160-040	266.20
108-160-050	411.13
108-160-130	411.09
108-160-160	411.13
108-170-030	411.13
108-170-060	266.20
108-170-070	411.13
108-170-120	425.62
108-170-140	411.13
108-170-180	411.09
108-170-190	411.13
108-170-200	126.07
108-170-230	411.09
108-170-270	266.20
108-170-280	390.02
108-170-290	266.20
108-170-310	411.13
108-170-320	266.20
108-170-370	411.09
108-170-470	411.13
108-170-510	266.20
108-180-010	139.45
108-180-020	425.62
108-180-030	482.16
108-180-050	266.20
108-180-060	425.62
108-180-080	266.20
108-180-090	266.20
108-180-100	411.09
108-180-140	145.74
108-180-230	411.13
108-180-300	411.09
108-180-310	266.76
108-180-360	411.09
108-180-470	266.20
108-180-480	411.13
108-180-490	411.13
108-180-500	411.09

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APN Number	CSD Turn Over Amount
108-180-530	411.09
108-190-010	632.59
108-190-020	126.07
108-190-030	126.07
108-190-110	266.20
108-190-190	411.09
108-200-030	411.13
108-200-050	266.20
108-200-060	411.09
108-200-080	266.20
108-200-110	411.09
108-200-340	411.13
108-200-390	411.13
108-200-480	411.09
108-210-130	425.62
108-210-210	411.13
108-210-280	425.62
108-210-350	623.83
108-220-110	266.20
108-220-180	426.18
108-220-220	125.50
108-220-260	411.13
108-220-330	411.13
108-220-340	411.09
108-230-110	411.13
108-230-160	266.20
108-230-190	411.13
108-230-200	411.13
108-240-010	411.09
108-240-030	425.62
108-240-040	411.09
108-240-070	411.13
108-240-110	411.13
108-240-130	411.13
108-240-140	411.13
108-250-010	425.62
108-250-210	411.13
108-250-310	1,299.88
108-260-010	411.09
108-260-060	364.58
108-260-080	228.02
108-260-090	228.02
108-260-280	352.13
108-260-300	364.58
108-260-320	352.13
108-260-330	352.13
108-260-340	352.15
108-260-350	352.15
108-260-380	157.10
108-260-390	363.86
108-270-100	279.79
108-270-200	352.13
108-270-220	352.13
108-270-230	119.45
108-270-250	352.15
108-270-270	352.13
108-270-280	352.13
108-270-290	228.02
108-270-350	352.15

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APN Number	CSD Turn Over Amount
108-270-370	352.13
108-270-380	352.13
108-270-390	364.58
108-280-050	352.15
108-280-070	232.99
108-280-090	352.13
108-280-110	217.93
108-280-130	364.58
108-280-150	352.13
108-280-220	352.13
108-280-310	352.15
108-280-330	352.15
108-290-170	352.13
108-300-020	352.13
108-300-030	352.15
108-300-050	228.02
108-300-100	352.15
108-300-140	352.15
108-300-150	227.93
108-300-170	364.58
108-300-200	352.15
108-300-270	352.15
108-300-320	361.43
108-300-350	108.07
108-300-500	352.13
108-300-540	352.05
108-310-020	379.77
108-310-070	228.02
108-310-090	147.48
108-310-150	228.02
108-310-240	352.15
108-310-270	227.46
108-310-290	228.02
108-320-020	228.02
108-320-030	352.13
108-320-040	352.13
108-320-050	132.97
108-320-070	228.02
108-320-130	352.13
108-320-220	228.02
108-320-250	352.13
108-320-270	352.15
108-320-350	364.58
108-320-470	108.07

Total

187,105.52

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Lake Shastina Community Services District Board will hold a Public Hearing at the regularly scheduled meeting on July 19, 2023, at 1:00 p.m. in the Administration Building, 16320 Everhart Drive, Weed, CA 96094.

The purpose of the Public Hearing is for IMPENDING DELINQUENCY REPORTING TO THE TAX COLLECTOR, SISKIYOU COUNTY at which time the Board of Directors shall hear and consider any objections or protests to the report of taxes, assessment and other charges levied for the fiscal year 2022-2023, being delinquent, shall be declared tax-defaulted pursuant to Government Code §61115 (b) on or before August 10, 2023.

The owner may avoid DELINQUENT AMOUNT BEING TAX ROLLED TO THE SISKIYOU COUNTY TAX COLLECTOR through payment of all unpaid amounts prior to the date when the tax collector obtains the DELINQUENT TAX REPORT.

Information concerning the initiation of an installment plan of delinquent amounts will be furnished upon request, by Robert Moser, General Manager of the Lake Shastina Community Services District at 16320 Everhart Drive, Weed, CA 96094, or telephone 530-938-3281. The right to an installment payment plan terminates on July 13, 2023 and after that date the entire balance due must be paid in full to prevent the delinquent amounts being tax rolled to the tax collector.



Item 6

***LAKE SHASTINA COMMUNITY SERVICES DISTRICT***

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**TO: LSCSD BOARD OF DIRECTORS**  
**MEETING DATE: July 19, 2023**  
**FROM: Robert Moser, General Manager**  
**SUBJECT: Animal Control Ordinance**

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**BACKGROUND:**

The board of directors has asked that we modify the animal control ordinance to make it easier for the police department to enforce. The police chief and I both looked over the ordinance and only found one area that needed to be changed. This would be section 10.01; we added a line to the very end of this section. We also erased item D in the same section.

**ORDINANCE \*-23**

**ANIMAL CONTROL WITHIN DISTRICT BOUNDARIES**

- 1. Introduction and First Reading – July 19, 2023**
- 2. Second Reading and Possible Adoption by Board – August 16, 2023**



**LAKE SHASTINA COMMUNITY SERVICES DISTRICT**

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**ORDINANCE NO. \*-23**

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## *LAKE SHASTINA COMMUNITY SERVICES DISTRICT*

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### ORDINANCE NO. \*-23

#### AN ORDINANCE OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT REGARDING ANIMAL CONTROL WITHIN DISTRICT BOUNDARIES.

##### **Article 1. Title and Scope**

Sec. 1.01. Title: This ordinance shall be known as the Lake Shastina Community Services District (LSCSD) Animal Control Ordinance.

Sec. 1.02. Application and Scope: The provisions of this ordinance shall apply to the unincorporated area of the County known as Lake Shastina Community Services District (LSCSD) to any person, firm or corporation owning, controlling, harboring or keeping dogs, cats or domestic animals. This ordinance supersedes all prior animal control ordinances in conflict.

Sec. 1.03. Constitutionality: If any one part of this ordinance is declared unconstitutional or illegal, the rest of the Ordinance is intended to remain in effect.

##### **Article 2. Office of Animal Control**

Sec. 2.01. Establishment of Office of Animal Control: On December 21, 2011, the LSCSD Board of Directors established Animal Control responsibility under the authority of the LSCSD Police Department (LSPD).

##### **Article 3. Definitions**

Sec. 3.01. Health Officer: Wherever the term "Health Officer" is used in this ordinance, it means the County Health Officer or their authorized representative.

Sec. 3.02. Authorized Representative Environmental Health: Wherever the term "authorized representative environmental health" is used in this ordinance, it means a public health inspector, registered with the State and working under the supervision of the Health Officer (investigation of health and safety of environment).

Sec. 3.03. Animal Control Officer: Whenever the term "Animal Control Officer" is used in this ordinance, it means the LSPD Chief of Police or any authorized LSPD designee.

Sec. 3.04. Police: Whenever the term "Police" is used in this ordinance, it means the LSPD Chief of Police or the authorized Police Officers.

Sec. 3.05. Licensing Clerk: Whenever the term "Licensing Clerk" is used in this ordinance, it means the LSPD Animal Control Officer or their authorized employee/volunteer.

#### **Article 4. Duties of the LSPD Chief of Police**

Sec. 4.01. Duties of the Police Chief or Officers doing Animal Control related work: The Chief of Police or designated officer shall attempt to maintain public office hours necessary to efficiently administer the applicable provisions of this ordinance and amendments thereto, and shall perform the following duties:

- (a) Receive initial reports of animal bites and investigate the same.
- (b) Complete animal bite investigation report forms and issue quarantine notices where applicable.
- (c) Quarantine and release reported biting animals; enforce quarantine regulations, as set forth by the County Ordinance or California State Law.
- (d) Forward, when requested, initial and completed copies of the animal bite report form to the County Health Officer.
- (e) Issue citations to appropriate persons, when violations of the provisions of this ordinance or regulations pertaining thereto are brought to their attention.
- (f) Retain the prime responsibility for the administration of the provisions of this ordinance and render consultations to appropriate departments, as necessary, to carry out the effectiveness and intent of the provisions of this ordinance.
- (g) Establish appropriate regulations necessary to effectively administer the provisions of this ordinance.

#### **Article 5. Licensing**

Sec. 5.01. Licensing Required: Any person residing within the boundaries of the LSCSD and owning or having charge, care, control or custody of one or more dogs shall pay for an annual license to keep such dogs. A schedule of dog license fees will be established by resolution of the LSCSD Board of Directors, as needed.

Sec. 5.02. Duties of the LSPD: The LSPD shall attempt to maintain the public office hours necessary to efficiently administer the applicable provisions of this ordinance and amendments thereto and shall perform the following duties.

- (a) Collect all dog license fees, with verification of rabies vaccination.
- (b) Issue dog license tags and receipts.
- (c) Enforce the provisions of this ordinance, Siskiyou County ordinances and California State law.

Sec. 5.03. License Due Date: Annual Licensing for the LSCSD will take place in January of each year. The cost of such license will be payable to the LSPD Animal Control Fund and shall be valid for one year. It shall be delinquent thirty (30) days thereafter. New residents in the LSCSD owning or having the custody or control of a dog required to be licensed shall have thirty (30) days after taking up residence in which to obtain such license. LSCSD residents who obtain a dog shall have (30) days to license the dog. Any new licensing shall be pro-rated at six (6) month intervals.

Sec. 5.04. License Form: Each license form issued pursuant to the provisions of this ordinance shall be signed by a LSPD employee or representative and shall state the name, telephone number and residence address of the person to whom the license is issued, the date when issued, the expiration date, the number of the tag and the breed, sex, approximate size and coloration of the dog. Verification of rabies vaccination and dates will also be included.

Sec. 5.05. Required Records: Tags: The LSPD shall keep a record of all licenses so issued. With each dog license there shall be issued a durable metal tag with a unique number and imprinted with the words, "Lake Shastina".

Sec. 5.06. License Tags to be Worn: Such tags shall be securely affixed to a collar, harness or other device worn by the dog, and shall be worn by such dog.

## **Article 6. Rabies Vaccination**

Sec. 6.01. Rabies Vaccination Required: Each person owning or having charge, care, custody or control of a dog the age of four (4) months or older shall have such dog vaccinated by a licensed veterinarian with a rabies vaccine approved for use in the State of California. No dog shall be required to be vaccinated while such dog is afflicted with an illness or other condition, which, in the opinion of a licensed veterinarian, would be detrimental to the dog. Such animal shall be strictly confined to the premises of, or kept under physical constraint by, the owner or keeper for the duration of the illness or condition. Immediately following the termination of the illness or condition, such dog shall be vaccinated in accordance with the provisions of this ordinance. Should the animal license renewal fall due during such period of time, the LSPD shall issue a dog a license upon presentation by the applicant of a recent letter from a licensed veterinarian indicating the reason for non-vaccination.

Sec. 6.02. Puppies to be Confined: All dogs under the age of four (4) months shall be strictly confined to the premises of, or kept under physical restraint by, the owner or keeper. The provision of this section shall not prevent the sale or transportation of puppies four (4) months of age or younger.

Sec. 6.03. Vaccination Certificate: A valid rabies vaccination certificate shall be presented to the LSPD upon an application for an animal dog license. A valid rabies vaccination certificate shall be a requisite for the issuance of a dog license for each dog.

Sec. 6.04. Vaccination Certificates: Issuance: Any veterinarian, upon vaccinating any dog for rabies in the County, shall issue to each person presenting a dog for vaccination a numbered rabies vaccination tag and a completed certificate of vaccination approved by the Health Officer. The licensed veterinarian shall provide a legible copy of each vaccination certificate to the owner, to be presented at the time of licensing application with the LSPD.

Sec. 6.05. Unlawful Tags: No person shall attach or keep upon any dog any other license tag except the license tags issued for such dog pursuant to the provisions of this ordinance.

## **Article 7. Impoundment, Reclaiming, Adoption; Fees**

Sec. 7.01. Impounding Dogs: It shall be the duty of all peace officers employed by the LSCSD and all LSPD employees to take up, impound and safely keep dogs found within the area of the LSCSD, which have not been properly vaccinated and licensed as required by this ordinance or which are found running free or at large within the LSCSD. All peace officers of the State are authorized to proceed under the provisions of this section.

Sec. 7.02. Adoption of Animals: When any animal is so impounded, the animal may be adopted to a new owner after the ten (10) days holding period has been satisfied. If the animal is found to be ill or incompatible with the adoptive family within two (2) weeks of the date of adoption, the person adopting the animal may return the animal.

Sec. 7.03. Reclaiming Animals: The owner of any impounded animal shall have the right to reclaim such animal with proof of rabies vaccination and licensing.

### Sec. 7.04. Fines and Charges Upon Impounded Animals:

- (a) After 24 Hours, the LSPD may charge, receive and collect Twenty and no/100<sup>th</sup> Dollars (\$20.00) per day, per animal for feeding and caring for impounded animals.
- (b) The LSPD shall keep the required record of each animal impounded.
- (c) Animals taken into custody by the LSPD pursuant to the provisions of this ordinance shall be kept to satisfy the minimum mandated requirement of State law or regulation. All animals unclaimed thereafter shall be considered abandoned.
- (d) All animals determined abandoned pursuant to the provisions of this ordinance shall be adopted or disposed of in accordance with the provisions of this ordinance.

Sec. 7.05. Destruction of Impounded Animals: It shall be the duty of the LSPD, as a last resort, to destroy any animal lawfully impounded which is unclaimed, or which requires destruction for safety or humane reasons. The destruction procedure shall be humane and shall be set forth by the LSPD.

## **Article 8. Rabies**

Sec. 8.01. Rabies and Animal Bites: Reporting: Any persons having knowledge of the whereabouts of an animal known to have or suspected of having rabies shall report the facts immediately to the LSPD. The LSPD shall be notified immediately, whenever a person has been bitten by an animal of a species subject to rabies, whether or not the animal is suspected of having rabies.

Sec. 8.02. Isolation of Rabid Animals or Clinically Suspected Rabid Animals: Any rabid animal or clinically suspected rabid animal, shall be isolated in compliance with the provisions of subsection (b) of Section 2606 of Title 17 of the California Code of Regulations.

Sec. 8.03. Confinement of Biting Animals: Any animal susceptible to rabies which has bitten or is suspected of having bitten a person shall be strictly confined upon the private premises of the owner under restraint as provided by Section 2606, Title 17 of the California Code of

Regulations or may be impounded and quarantined by the LSPD, at the cost and expense of the owner, until it can be ascertained whether the animal in question is rabid. Any animal susceptible to rabies, which has bitten or is suspected of having bitten a person, and is not protected, to the satisfaction of the LSPD by a current rabies vaccination, may be impounded by the LSPD at the expense of the owner, until it can be ascertained whether the animal in question is rabid. Any violation of the provisions of this section shall be a misdemeanor.

Sec. 8.04. Charge to Animal Owner for Animal Bite: After investigation, any animal owner whose animal has bitten another person may be charged the actual cost of processing and investigating the animal bite incident, at the discretion of the Chief of the LSPD.

Sec. 8.05. Cat Bites: Any cat bite will follow the same procedures lined out in this ordinance for dog bites.

## **Article 9. Dead Domestic Animals; Abandoned Domestic Animals**

Sec. 9.01. Disposal of Dead Domestic Animals: It shall be the duty of all persons having a dead domestic animal creating a health hazard or a nuisance upon their premises, or who shall be the owner or possessor of any dead domestic animal, which died within the LSCSD, to have such domestic animal disposed of by a licensed animal facility or bury such domestic animal underground at a sufficient depth to allow at least two (2") feet of backfill earth cover. Such burial shall be either upon the premises of such owner or upon the premises where such dead domestic animal is found or by other means acceptable to the LSPD. Dead domestic animals shall be properly disposed of within forty-eight (48) hours after they die. For the purposes of this section, a dead animal shall be considered to be an animal in whole or parts thereof.

Sec. 9.02. Dumping of Dead Domestic Animals Forbidden: Any person owning or having control of a dead domestic animal shall not place the body in any street, park, public place or public refuse receptacle. Dead domestic animals shall not be dumped or deposited upon any dump or dumpsite in the LSCSD, except in an appropriate site approved and so designed by the LSPD.

Sec. 9.03. Cost of Removal of Dead Domestic Animals: The LSPD shall be entitled to dispose of any dead domestic animal coming within the prohibitions of this ordinance, if such domestic animal remains unburied for a period in excess of forty-eight (48) hours and/or is placed in any street, park, public place or in any public refuse receptacle. The LSPD shall attempt to contact the owner of such dead domestic animal prior to disposing of the same. Such costs of removal and burial shall be a fine against the owner and person in charge of the domestic animal immediately prior to its death. The fine amount will be the total cost to offset the actual cost of officer time involved for removal and burial.

Sec. 9.04. Abandoning Domestic Animals Forbidden: No live domestic animal shall be abandoned in or upon public or private premises, land, building, structures or dump sites in the LSCSD. Unwanted domestic animals shall be taken to a humane shelter for lawful surrender during regular business hours.

## Article 10. Animals at Large, Dog and Public Nuisances, Police Dogs

Sec. 10.01. Dogs at Large: No persons shall cause, permit or allow any dog to run at large upon any public street or other public place, including parks and playgrounds or upon any private property or premises other than those of the owner. All dogs, anywhere within the LSCSD, must be under the control of its owner at all times. Owners must have a leash in hand and attached to their dog, having the ability to restrain it. Owners are responsible for the actions of their pet.

Exceptions are:

- (a) When a dog is assisting a law enforcement officer in the performance of police work.
- (b) When such a dog is assisting a duly authorized person in an official search and rescue operation.
- (c) When such a dog is participating in a dog training class, exhibition or competition or an ongoing training program related thereto, under the direction and control of a dog trainer, lessee or other person in control thereof.
- ~~(d) When dog is under control by use of a functioning dog shock collar. All dogs, anywhere in the CSD, must be under control of its owner at all times. Owners must have a leash in hand and attached to their dog. Owners are responsible for the actions of their pet.~~

Sec. 10.02. Dog Nuisances Prohibited: No owner of any dog shall permit or allow such dog to do any of the following:

- (a) Defecate on any public road or street or other public property without immediately cleaning or removing the excrement to a proper receptacle.
- (b) Defecate on any private property other than that of its owner without the consent of the owner, lessee or other person in control thereof.
- (c) The requirements of this section shall be in addition to all other restrictions applying to dogs and the owners of dogs within the LSCSD.

Sec. 10.03. Public Nuisances Prohibited:

- (a) No owner of any animal shall do any of the following:
  - (1) Permit such animal to obstruct the reasonable and comfortable use of property in any neighborhood or community by chasing vehicles, molesting passersby, or with excessive barking, howling or other noise. Excessive barking means noise which is frequently, easily and readily heard on the property of other persons, and which would be disturbing to the normal peaceful use, occupancy or enjoyment of the property of such other persons, considering the use to which the property is being put, the time of day and other relevant factors. Barking for one hour or longer and barking unprovoked are also considerations.
  - (2) Permit such animal to damage and/or trespass on public or private property.
  - (3) Permit unsanitary conditions to exist on the premises where such animal is kept which would cause odors, attract flies or vermin or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property by members of the neighborhood or community or any considerable number of other persons.
  - (4) Maintain a dangerous animal in a manner that creates a significant threat to the public health, safety and welfare.
- (b) Any violation of this section is hereby declared to be a public nuisance.

- (c) Whenever the LSPD has reasonable cause to believe that a public nuisance as defined in this section exists, the PD may conduct an investigation of the alleged nuisance. Whenever it is affirmed in writing by two (2) or more persons residing in separate residences or are regularly residing in the neighborhood that a public nuisance as defined in this section exists, the LSPD shall investigate the alleged nuisance.
- (d) Any person may maintain an action under Civil Code Section 3493 for compliance with the requirements of this section.
- (e) The requirements of this section shall be in addition to all other restrictions applying to dogs and the owners of dogs within the LSCSD. Any violation of the provisions of this section shall be an infraction and may result in impounding of the dog.

Sec. 10.04. Injuring or Teasing a Police Dog: No persons shall injure, tease, agitate, kick, strike, torture or otherwise interfere with any police dog while the dog is in the custody of or being used by a law enforcement officer in the performance of their official duties. As used in this section, police dog shall mean any dog specifically trained for assistance in law enforcement.

Sec. 10.05. Violations; Penalties : Any person violating any section or subsection of this chapter shall be deemed guilty of an infraction and subject to penalties as specified below and any fines and penalties provided in State law and determined by the Chief of Police.

- (a) First violation: One Hundred and no/100<sup>th</sup> Dollars (\$100.00)
- (b) Second violation: Two Hundred Fifty and no/100<sup>th</sup> Dollars (\$250.00)
- (c) Third and subsequent violations: Five Hundred and no/100<sup>th</sup> Dollars (\$500.00)

## **Article 11. Enforcement**

Sec. 11.01. Administration and Enforcement: The Chief of Police and designees shall administer and enforce the provisions of this ordinance.

Sec. 11.02. Right of Entry: Any official designated to administer and enforce the provisions of this ordinance may enter upon all private and/or public premises for the purpose of enforcing the provisions of this ordinance.

Sec. 11.03. Interference with Officials: No person shall interfere with any official designated to administer and enforce the provisions of this ordinance or regulations pertaining thereto, in the performance of their official duties. Any violation of the provisions of this section shall be a misdemeanor.

Sec. 11.04. Animal Kept in Vehicles:

- (a) An animal shall not be confined in a vehicle unless there is adequate ventilation and unless the temperature or other conditions do not threaten the health of the animal. If the animal is confined in a manner that threatens its health, a police officer may enter the vehicle by whatever force is necessary to release the animal without liability upon the LSCSD or any person for resulting damage.
- (b) Any person who owns or has custody or control of an animal that has been confined in a vehicle in a manner that threatens its health may be charged with a violation.



- (c) Any animal that has been confined in a vehicle in violation of this section may be impounded pending a hearing to determine if the animal shall be returned to its owner. In the event of any such impoundment, the owner or keeper of the animal shall be liable for all costs and expenses of impounding or keeping the animal.

Sec. 11.05. Cruelty to Animals Prohibited:

- (a) No person shall tease, torment or physically abuse any animal.
- (b) No parent shall allow or permit their minor child to tease, torment or physically abuse any animal.
- (c) No person who owns, has custody or control of, an animal shall neglect such animal by leaving them outside in extreme hot or cold weather conditions for an extended amount of time, without providing them with access to adequate shelter and provisions to ensure their safety and wellbeing.
- (d) No dog may be tied up outside, unattended, for a period of more than two (2) hours, for their safety and wellbeing.
- (e) The provisions of Penal Code Section 579.1 shall be operative within the LSCSD.

Sec. 11.06. Refusal to Present Animals for Inspection Prohibited: No person shall fail or refuse to comply with any order of the LSPD under this title to present an animal for inspection.

Sec. 11.07. Female Dogs in Heat-Confinement: Female dogs in copulation season shall be kept confined to the owner's or custodian's premises.

Sec. 11.08. Interference with Law Enforcement:

- (a) No person shall interfere with, oppose or resist any Police Officer while he or she is engaged in the performance of any act authorized by this title or California Penal Code Section 148(a).
- (b) No person shall willfully or maliciously torture, torment, beat, kick, strike, mutilate, injure, disable or kill any dog used by any government police agency or private patrol service in the performance of the functions or duties of such department or interfere with or meddle with any such dog while being used by said department or any member thereof in the performance of any of the functions of said department.

Sec. 11.09. Records of Impounded Animals: The LSPD shall keep a record of each animal impounded, the date of receipt of such animal, the date and manner of its disposal, and if redeemed, reclaimed or sold, the name of the person by whom redeemed, reclaimed or purchased (adopted), the address of such person, and the amounts of all fees received or collected for or because of the impounding, reclaiming or purchasing (adoption) thereof, together with the number of any tag and the date of any license exhibited or issued upon the redemption or sale of any such animal.

Sec. 11.10. Authority of Police Officers: In addition to the power vested in the LSPD for the impoundment of animals found at large or otherwise in violation of this title, any peace officer is empowered to impound such animal.

Sec. 11.11. Notification to Owner: The LSPD shall immediately upon impoundment of dogs or other animals, make every reasonable effort to notify the owners of such dogs or other animals impounded, and inform such owners of the conditions whereby they may regain custody of such animals. If an animal has a valid license, the owner shall be notified.

Sec. 11.12. Non-Liability of LSPD and/or LSCSD: No liability shall be incurred by the LSPD and/or the LSCSD for the disposition of any animal made pursuant to the provisions of this ordinance.

Sed. 11.13. Violation Penalty: Any persons violating any provision of this ordinance is guilty of an infraction, unless specifically noted as a misdemeanor.

Sec. 11.14. Alternative Actions Available: Nothing in this ordinance shall be deemed to prevent the LSPD from ordering the commencement of an administrative citation or civil or criminal proceeding to abate a public nuisance or from pursuing any other means available to them under provision of applicable ordinances or state law to correct violations in addition to or as alternatives to the proceedings set forth in this title.

Sec. 11.15. Violation-Public Nuisance: It is declared that the keeping, harboring or maintaining of any animal in violation of the provisions of this ordinance constitutes a public nuisance and is unlawful. In addition to all other remedies available to the LSPD, whether criminal, civil, at law or in equity, any nuisance may be abated pursuant to this code or in any other manner provided by law.

## **Article 12: Account of Sums Collected**

Sec. 12.01. Account of Sums Collected: The LSPD shall keep records of all income from animal licensing and fines associated with this ordinance and pay said sums collected pursuant to the provisions of this ordinance to the LSCSD Administration Office.

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It is hereby certified that the forgoing Ordinance No.\*-23 was duly introduced at a regular meeting of the Lake Shastina Community Services District on the 19<sup>th</sup> of July 2023 and adopted at a regular meeting of the Lake Shastina Community Services District on 16<sup>th</sup> of August 2023.

ROLL CALL VOTE

AYES:

NOES:

ABSENT:

Lake Shastina Community Services District by:

\_\_\_\_\_  
Paula Mitchell, President

ATTEST

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Robert Moser, Secretary