



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

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

IN THE MATTER OF:

Resolution Number: 7-17

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

BE IT RESOLVED by the Board of Directors of the Lake Shastina Community Services District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 6 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2017-18 up to and no more than the amount of \$7,519.50.

BE IT FURTHER RESOLVED that Karl Drexel, General Manager/Secretary of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Lake Shastina Community Service District Fire Department.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Lake Shastina Community Services District, at a regular meeting thereof, held on the 16th day of August, 2017, by the following vote:

AYES: Directors Cupp, MacIntosh, Thompson and Thomsson

NAYS: None

ABSENT: Director Layne


Signature, Board of Directors Member

Carol Cupp, President
Printed Name and Title


Signature, Board of Directors Member

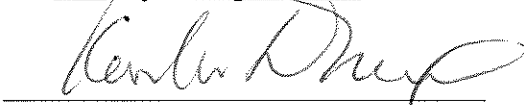
Rick Thompson, Vice President
Printed Name and Title

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

ATTEST:

I Karl Drexel, Clerk of the Lake Shastina Community Services District, County of Siskiyou California do hereby certify that this is a true and correct copy of the original Resolution Number 7-17.

WITNESS MY HAND OR THE SEAL OF THE LAKE SHASTINA COMMUNITY SERVICES DISTRICT, on this 16th day of August, 2017.


Signature

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

OFFICIAL SEAL
OR NOTARY CERTIFICATION

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

STATE OF CALIFORNIA
Natural Resources Agency

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

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and the Lake Shastina Community Services District Fire Department hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **TIMELINESS: Time is of the essence in this Agreement.**
6. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2017 or LOCAL AGENCY will forfeit the funds.**
7. **GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.**

**VOLUNTEER FIRE ASSISTANCE PROGRAM
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This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2017 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$7,519.50** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Exhibit(s) A, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 2018.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2018 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Exhibit(s) A". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY. LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds. **ADDRESSES:** The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

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LOCAL AGENCY: Lake Shastina Community Services District Fire Department
16309 Everhart Drive
Weed CA 96094
Attention: Fire Chief Steven Pappas
Telephone Number(s): 530-938-3161
FAX Number: 530-938-3179
E-mail: firechief@lakeshastina.com

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 94246
Sacramento, California 94244-2460
PHONE: (916) 653-3649
FAX (916) 653-8957

12. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
13. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
14. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
15. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Exhibit A application, made by STATE, will be in writing and will require an amendment.
16. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

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17. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
18. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
21. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;

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

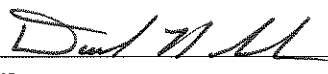
Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1)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

- 22. **TERM**: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through June 30, 2018.
- 23. **TERMINATION**: This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
- 24. **AMENDMENTS**: No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
- 25. **INDEPENDENT CONTRACTOR**: LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

**VOLUNTEER FIRE ASSISTANCE PROGRAM
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IN WITNESS WHEREOF, the parties have executed this **Agreement** as of the last signatory date below.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION


By: 
Signature

Dan Sendek
Printed Name

Staff Chief
Title
Cooperative Fire Programs

7 September 2017
Last Signatory Date

LOCAL AGENCY:
LAKE SHASTINA COMMUNITY SERVICES
DISTRICT FIRE DEPARTMENT

By: 
*Signature

Karl Drexel
Printed Name

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


8/17/2017
***Date

*Ensure that the officer signing here for LOCAL AGENCY IS THE SAME Officer authorized in the Resolution to execute this **Agreement**.

Ensure that the title entered here IS THE SAME title used in the Resolution for the Officer who is executing this **Agreement.

***Ensure that the date LOCAL AGENCY signs IS THE SAME DATE as the Resolution date OR LATER.

FOR STATE USE ONLY

AMOUNT ENCUMBERED BY THIS DOCUMENT \$7,519.50	PROGRAM/CATEGORY (CODE AND TITLE) Support			FUND TITLE Federal	<i>Department of General Services Use Only</i>
	(OPTIONAL USE) Vendor # 0814125-00				
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	ITEM 3540-001-0001	CHAPTER 14	STATUTE 2017	FISCAL YEAR 17/18	DGS APPROVAL NOT REQUIRED PER SAM 1215
TOTAL AMOUNT ENCUMBERED TO DATE \$7,519.50	OBJECT OF EXPENDITURE (CODE AND TITLE) 17-9214-418.99-92692				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated			T.B.A. NO.	B.R. NO.	
SIGNATURE OF CDF ACCOUNTING OFFICER X <u></u>			DATE 9/18/17		

CONTRACTOR

STATE AGENCY

DEPT. OF GEN. SER.

CONTROLLER



CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION

APPLICATION FOR FUNDING

COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978

VOLUNTEER FIRE ASSISTANCE (VFA) PROGRAM

Agreement #7FG 17069



A. DEPARTMENT/ORGANIZATION:

Organization Name : Lake Shastina Fire Department

Contact's First Name : Steven Contact's Last Name : Pappas

Street Address : 16309 Everhart Drive

Mailing Address : same

City : Weed County : ca Zip Code : 96064

State : California CAL FIRE Unit : SKU - Siskiyou Unit

Phone Number : (530) 408-8032 Email Address : FIRECHIEF@LAKESHASTINA.COM

DUNS Number : 784378254 To check to see what your DUNS number is, or to apply for one, please go to: https://iupdate.dnb.com/iUpdate/companylookup.htm

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

Number of Communities : 1 Area : 72 sq. miles Congressional District # : CA-##

Population : 2,836 Annual Budget : 138,000

Latitude N 41° 31' 696" Longitude W 122° 21' 813"

Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project.

All projects must have a project area.

C. ACTIVITY : Annual number of emergency incidents.

Fire : 82 + EMS : 144 + Other : 32 = TOTAL : 258

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

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

CAL FIRE USE ONLY (Formula-driven)

Project Total Cost \$15,039.00 TOTAL APPLICATION REQUEST (up to 50% \$500 minimum, \$20,000 maximum) \$7,519.50

AMOUNT FUNDED FOR THIS AGREEMENT

7,519.50

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

	Type	Item	Quantity	Unit Cost	Item Total
1.	Communications	Bendix King Radio	2	\$2,000.00	\$4,000.00
2.	Equipment - Wildland	Wolfpack Wildland Chest pack	10	\$69.00	\$690.00
3.	Equipment - Wildland	Vibram Sole Wildland Boot	5	\$239.00	\$1,195.00
4.	Equipment - Wildland	McLeod Hand Tool	2	\$99.00	\$198.00
5.	Equipment - Wildland	Backpack Pump	2	\$138.00	\$276.00
6.	Equipment - Wildland	Timberline Hose clamp	5	\$178.00	\$890.00
7.	Safety - Wildland	Nomex Wildland Jacket	5	\$209.00	\$1,045.00
8.	Safety - Wildland	Nomex Wildland Pants	5	\$229.00	\$1,145.00
9.	Equipment - Structure	Traditional style Structure Helmet	5	\$300.00	\$1,500.00
10.	Equipment - Structure	50' of 1 3/4" double jacket hose	10	\$170.00	\$1,700.00
11.	Equipment - Wildland	Portable trash pump	1	\$900.00	\$900.00
12.	Equipment - Wildland	Aluminum Assortment including Hose	1	\$1,500.00	\$1,500.00
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					

F. CAL FIRE USE ONLY (Formula-Driven) PROJECT TOTAL COST \$15,039.00

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

The 72 square miles protected by the Lake Shastina Fire Department is very rural. The area surrounding the subdivision is predominantly sagebrush, buck brush and bitter brush. There are mixed conifer forestlands adjacent to the southern portion of the subdivision. The local forestland conifer is currently suffering bark beetle related death at a significant rate.

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

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

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

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

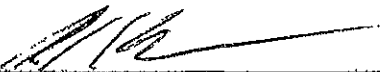
In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advanced written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

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

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of applicant's knowledge and belief, the data in this application is true.

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



Original Signature Required: Grantee's Authorized Representative

3-21-17

Date Signed

Printed Name Steven Pappas

Title Fire Chief

Executed on: Mar 21, 2017

Date

at Weed

City

Organization Name : Lake Shastina Fire Department



LAKE SHASTINA COMMUNITY SERVICES DISTRICT

Regular Meeting
 Wednesday, August 16, 2017, 1:00 p.m.
 Administration Building
 16320 Everhart Drive • Weed, California 96094 • (530) 938-3281

MINUTES

CALL TO ORDER AND ROLL CALL: 1:00 p.m.

LSCSD Board Roll Call: Cupp ✓ Layne absent MacIntosh ✓ Thompson ✓ Thomsson ✓
 Also present: GM Drexel, SAC Nelle, AA Charvez, PO Beck and District Counsel Winston. There were approximately 9 people in the audience.
 Secretary Drexel called the meeting to order.

DISCUSSION / ACTION ITEMS:

- A. Seat new Appointed Members: GM Drexel introduced new Board Members Rick Thompson (appointed by the LSCSD Board on July 21, 2017) and Norman MacIntosh (appointed by the Siskiyou County Board of Supervisors on August 8, 2017).
- B. Election of President and Vice President – remainder of 2017 Calendar Year

Motion by Dir. Thomsson second Dir. Thompson to appoint Dir. Cupp as President for the remainder of 2017 Calendar Year.

Ayes: Directors Cupp, MacIntosh, Thompson and Thomsson
Noes: None
Absent: Director Layne

Motion by Dir. Cupp second Dir. MacIntosh to appoint Dir. Thompson as Vice President for the remainder of 2017 Calendar Year.

Ayes: Directors Cupp, MacIntosh, Thompson and Thomsson
Noes: None
Absent: Director Layne

PUBLIC COMMENTS ON CLOSED SESSION: None

ADJOURN TO CLOSED SESSION: With no objections by the Board, Pres. Cupp adjourned to Closed Session at 1:04 p.m.

CLOSED SESSION: 1:05 p.m.

Also present: GM Drexel (for Item A and part of Item B) and District Counsel Winston

- A. CONFERENCE WITH LEGAL COUNSEL – PENDING LITIGATION Existing Litigation (Gov. Code § 54956.9) Moller v. LSCSD et. al.
- B. CONFERENCE WITH LABOR NEGOTIATOR(S) (Government Code § 54957.6):
District's designated representative(s): TO BE DETERMINED
UNREPRESENTED EMPLOYEE/INDEPENDENT CONTRACTOR: General Manager

With no objections by the Board, Pres. Cupp adjourned Closed Session at 1:45 p.m.

RETURN TO OPEN SESSION: 1:47 p.m.

Also present: GM Drexel, SAC Nelle, AA Charvez, PWS Moser, FC Pappas, PO Beck and District Counsel Winston. There were approximately 19 people in the audience.

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

REPORT ON CLOSED SESSION: Pres. Cupp reported:

Item A: Nothing to report.

Item B: Dirs. Cupp and Thomsson (and District Counsel Winston) were appointed as the District's designated representatives (negotiators).

PUBLIC COMMENTS: One (1) speaker.

CORRESPONDENCE: Items received and filed. The Board discussed.

- Deckard Semi Retirement
- Lockett second irrigation line
- Ordway Donation to Fire Department

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

1. A. Approval of Minutes: Regular Meeting July 19, 2017 and Special Meeting July 21, 2017
- B. Ratification of Disbursements: July 1 through July 31, 2017
- C. Budget Comparison: FY 2017/2018
- D. LAIF Quarterly Report
- E. District legal costs related to Moller lawsuit: September 2015 to date \$126,930.07

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

Ayes: Directors Cupp, MacIntosh, Thompson and Thomsson
Noes: None
Absent: Director Layne

Motion by Dir. Thompson second Dir. MacIntosh to hear Item 6 after Committee Reports.

Ayes: Directors Cupp, MacIntosh, Thompson and Thomsson
Noes: None
Absent: Director Layne

(No change to agenda item number sequence for these minutes.)

POLICE AND FIRE DEPARTMENT REPORTS

2. Fire Department Monthly Report: FC Pappas reported.
3. Police Department Monthly Report: PO Beck reported.

COMMITTEE REPORTS: President to re-establish committees: To fill the committee seats held by previous Board Members Mike Graves and Rita MacIntosh, Pres. Cupp appointed Dirs. Thompson and MacIntosh to the Budget/Finance Committee; Dir. Thomsson to the Policy Committee; and Dir. Thompson to the Drinking Water Wells Committee.

- A. Policy Committee:
 1. Report on Status: SAC Nelle reported.
- B. Police Advisory Committee:
 1. Report on Status: Nothing to report.
- C. Fire Department Advisory Committee:
 1. Report on Status: Dir. Thomsson and GM Drexel reported.
- D. Budget Committee:
 1. Report on Status: SAC Nelle reported.
- E. Water Well Advisory Committee:
 1. Report on Status: Nothing to report

DISCUSSION / REPORTS: NO ACTION ITEMS:

4. US Cellular lease agreement for antennas on Water Tank 4 at 5300 Tennis Ct.: GM Drexel reported that US Cellular is still in the design stage.
5. Ballard Pipe leak and repair Staff Report: GM Drexel reported.

DISCUSSION / REPORTS: ACTION ITEMS:

6. New Agreement with LSPOA. Report on Status. Direction to Staff: GM Drexel updated the Board. The Board discussed options to proceed with Board action taken on April 19, 2017.

Motion by Dir. Thompson second Dir. MacIntosh to have District Counsel Winston review the LSCSD/LSPOA Committee's three recommendations/agreements (Administration Building, Staffing and Maintenance Yard) and provide opinion for the Board's consideration by the September Regular Board meeting.

Ayes: Directors Cupp, MacIntosh, Thompson and Thomsson
Noes: None
Absent: Director Layne

7. Acceptance of Volunteer Fire Assistance Program Grant Funding – 50% CSD match: Review and Adopt Resolution *-17:

Motion by Dir. Thompson second Dir. Thomsson to adopt Resolution 7-17 to accept the 2017 Volunteer Fire Assistance Grant with a 50% match by the CSD (funded amount not to exceed \$7,519.50).

Ayes: Directors Cupp, MacIntosh, Thompson and Thomsson
Noes: None
Absent: Director Layne

8. Cal/OES Authorization for Hazardous Mitigation Grant Program Application: GM Drexel reported. Dir. Thomsson made a motion to have staff continue with the FEMA/CalOES grant application and authorize the General Manager to submit the application and supporting documents on behalf of the District.

Motion by Dir. Thompson second Dir. MacIntosh to amend Dir. Thomsson's motion as following: to have staff continue with the FEMA/CalOES grant application and authorize the General Manager to submit the application and supporting documents on behalf of the District, contingent on quote from SHN Engineers and Geologists to prepare the grant application; contract with SHN if their quote is less than \$3,000.

Ayes: Directors Cupp, MacIntosh, Thompson and Thomsson
Noes: None
Absent: Director Layne

9. Consideration of updated/amended Policies (1000 Purpose of Board Policies, 1002 Adoption/Amendment of Policies, 1005 Association Memberships, 1010 Basis of Authority, 1015 Board Secretary and 1020 Board/Staff Communication): GM Drexel and SAC Nelle reported. The Board discussed.

Motion by Dir. Thompson second Dir. MacIntosh to table item until the September Regular Board meeting.

Ayes: Directors Cupp, MacIntosh and Thompson
Noes: Director Thomsson
Absent: Director Layne

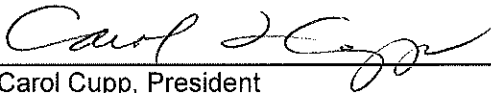
STAFF COMMENTS: GM Drexel reported.

BOARD MEMBER COMMENTS: Two (2) Directors.

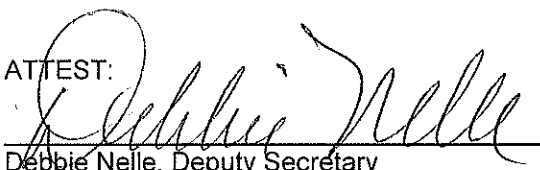
ADJOURNMENT: With no objections by the Board, Pres. Cupp adjourned the meeting at 4:12 p.m.

The next LSCSD Regular Board Meeting on Wednesday, September 20, 2017, 1:00 p.m. Closed Session, 1:30 p.m. Open Session, at the Administration Building.

Approval Date: 9/20/17



Carol Cupp, President

ATTEST:


Debbie Nelle, Deputy Secretary