



# NEWCASTLE FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

*Eric Sprouse, Jonita Elder, Robin Enos, Lawrence Bettencourt, William Kahrl, Fire Chief Kirk Kushen*

## BEFORE THE BOARD OF DIRECTORS OF THE NEWCASTLE FIRE PROTECTION DISTRICT, COUNTY OF PLACER, STATE OF CALIFORNIA

### IN THE MATTER OF: RESOLUTION NUMBER 2017-08

**Approving the Department of Forestry and Fire Protection Agreement #7FG17091** for services from the date of the 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 Newcastle Fire Protection 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 2017-2018 up to and no more than the amount of \$8,145.00.

**BE IT FURTHER RESOLVED** that Eric Sprouse, Chairman of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Newcastle Fire Protection District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Newcastle Fire Protection District at a regular meeting thereof, held on the sixteenth day of August, 2017 by the following vote:

AYES: \_\_\_\_\_

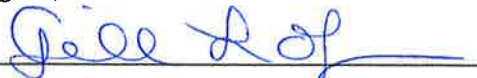
NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

Signed: \_\_\_\_\_ Attest: \_\_\_\_\_  
Eric Sprouse, Board Chair William Kahrl, Board Secretary

### **CERTIFICATION OF RESOLUTION**

#### **ATTEST:**

I, Gillian Lofrano, Clerk of the Newcastle Fire Protection District, County of Placer, California do hereby certify that this is a true and correct copy of the original Resolution Number 2017-08. Witness my hand on this 16th day of August, 2017

  
\_\_\_\_\_  
Gillian Lofrano, Board Clerk  
Newcastle Fire Protection District

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

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



August 3, 2017

Newcastle Fire Protection District  
PO Box 262  
Newcastle CA, 95658  
ATTN: Ian Gow

Dear Chief Ian Gow,

Congratulations! Newcastle Fire Protection District's 2017 Volunteer Fire Assistance (VFA) application has been selected for funding in the amount of \$8,145.00. Please be aware that due to the number of applications CAL FIRE received this year, we may have reduced your funding so that we could use the federal funds to the fullest.

Enclosed is your VFA Agreement 7FG17091 package to be completed and **returned to me no later than December 1, 2017** or the award will be forfeited. The package includes Instructions/Checklist, your department's VFA Agreement to be completed, your approved VFA award application, a copy of the CAL FIRE Board of Resolution template (if needed), the STD. 204 form with sample, and the AD 1048 form with sample. It is important that you read and follow the instructions carefully.

**DO NOT** purchase any items and or do any work until you receive a fully executed agreement signed by CAL FIRE with a letter advising you that you may purchase the items and /or begin work. Any items purchased and/or work done prior to the *last* CAL FIRE signature date will not be reimbursable.

If your governing body chooses not to accept the award, or your department cannot use any portion of the award, please notify me as soon as possible. This will enable us to reallocate the funds to another fire department.

**Utilize the 2017 VFA Procedural Guide for important dates and instructions.**

If you have any questions you may call me at (916) 653-3649 or email at [Megan.Esfandiary@fire.ca.gov](mailto:Megan.Esfandiary@fire.ca.gov).

Sincerely,

Megan Esfandiary  
Grant Analyst  
Grants Management Unit

**VOLUNTEER FIRE ASSISTANCE PROGRAM  
AGREEMENT  
PAGE 1 OF 6**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA  
Natural Resources Agency

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

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and NEWCASTLE FIRE PROTECTION

DISTRICT 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  
AGREEMENT  
PAGE 2 OF 6**

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 **\$8,145.00** 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:

**VOLUNTEER FIRE ASSISTANCE PROGRAM  
AGREEMENT  
PAGE 3 OF 6**

LOCAL AGENCY: NEWCASTLE FIRE PROTECTION DISTRICT  
40 PO BOX 350  
MEADOW VISTA CA 95722  
 Attention: GILLIAN LOPRANO  
 Telephone Number(s): 530-878-0405  
 FAX Number: 530-878-0959  
 E-mail gloprano@placerhillsfire.org

STATE: **Department of Forestry and Fire Protection**  
**Grants Management Unit, Attn: Megan Esfandiary**  
**P. O. Box 944246**  
**Sacramento, California 94244-2460**  
**PHONE: (916) 653-3649**  
**FAX (916) 653-8957**

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

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

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  
AGREEMENT  
PAGE 5 OF 6**

- 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  
AGREEMENT  
PAGE 6 OF 6**

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

STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION

LOCAL AGENCY

NEWCASTLE FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
\*Signature

Dan Sendek  
Printed Name

ERIC SPROUSE  
Printed Name

Staff Chief  
Title  
Cooperative Fire Programs

BOARD CHAIRMAN  
\*\*Title

\_\_\_\_\_  
Last Signatory Date

AUGUST 16, 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 <b>\$8,145.00</b>	PROGRAM/CATEGORY (CODE AND TITLE) Support	FUND TITLE Federal	<b>Department of General Services Use Only</b>	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$0</b>	(OPTIONAL USE) Vendor #		DGS APPROVAL NOT REQUIRED PER SAM 1215	
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$8,145.00</b>	ITEM 3540-001-0001	CHAPTER 14	STATUTE 2017	FISCAL YEAR 17/18
	OBJECT OF EXPENDITURE (CODE AND TITLE) 17-9214-418.99-92692			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		T.B.A. NO.	B.R. NO.	
SIGNATURE OF CDF ACCOUNTING OFFICER <b>X</b>		DATE		

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 17091



A. DEPARTMENT/ORGANIZATION:

Organization Name: Newcastle Fire Protection District
Contact's First Name: Gillian Contact's Last Name: Lofrano
Street Address: 9211 Cypress Street
Mailing Address: PO Box 262
City: Newcastle County: Placer Zip Code: 95658
State: California CAL FIRE Unit: NEU - Nevada-Yuba-Placer Unit
Phone Number: (530) 878-0405 Email Address: glofrano@placerhillsfire.org
DUNS Number: 620952957 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: 8 Area: 37 sq. miles Congressional District #: CA-1 and 4
Population: 3,100 Annual Budget: 660,000
Latitude N 38° 52' 32" Longitude W -121° 8' 1"

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: 54 + EMS: 396 + Other: 110 = TOTAL: 560

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

Population: 10 Size (acres): 15 # of structures: 30 Distance to nearest fire station (miles): 2.6

CAL FIRE USE ONLY (Formula-driven)

Project Total Cost \$16,290.00 TOTAL APPLICATION REQUEST (up to 50%; \$500 minimum, \$20,000 maximum) \$8,145.00

AMOUNT FUNDED FOR THIS AGREEMENT

8,145.00

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

	Type	Item	Quantity	Unit Cost	Item Total
1.	Communications	KNG radios	4	\$3,750.00	\$15,000.00
2.	Communications	Radio carry cases	6	\$75.00	\$450.00
3.	Equipment - Wildland	Wildland hose packs	6	\$140.00	\$840.00
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
22.					

F. CAL FIRE USE ONLY (Formula-Driven) PROJECT TOTAL COST	\$16,290.00
--	-------------

**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.**

Newcastle Fire Protection District serves the communities along interstate 80 in the Sierra Foothills about 20 miles from Sacramento. Through Automatic and Mutual Aid Agreements the district routinely serves the neighboring communities of Auburn, Placer Hills Meadow vista, Ophir, Foresthill, Loomis, Granite Bay and Penryn. The State fire data classifies the entire district as an area of extreme fire hazard. The District's budget struggles to provide 2-0 staffing 24/7/365 with a Captain and Engineer. The District has One Type 1 engine and one Type 3 engine. Placer County Water Agency makes up a large portion of the response area and the rural parts of the district have no water systems and so depend on portable water. Due to the current economy, the District relies heavily on volunteers to facilitate a 3-0 engine company. The District provides Fire Academy graduates the required service time to obtain a State Fire Marshal Firefighter 1 certification. This grant application will provide the personal protective gear and safety equipment necessary to safeguard our firefighters in their efforts to mitigate structure fires and reduce the threat of fire spreading to the wildland.

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

Date Signed

Printed Name

Ian Gow

Title

Chief

Executed on:

May 22, 2017

at

Meadow Vista

Date

City

Organization Name : Newcastle Fire Protection District

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

Organization Name : Newcastle Fire Protection District

Contact's First Name : Gillian

Contact's Last Name : Lofrano

Street Address : 9211 Cypress Street

Mailing Address : PO Box 262

City : Newcastle

County : Placer

Zip Code : 95658

State : California

CAL FIRE Unit : NEU - Nevada-Yuba-Placer Unit

Phone Number : 5308780405

Email Address : glofrano@placerhillfire.org

DUNS Number : 620952957

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

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

1. Has the legal authority to apply for the Volunteer Fire Assistance grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time or volunteer) are fully equipped with appropriate wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing and equipment includes :
  - Safety helmet
  - Goggles
  - Ear Protection
  - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
  - Fire-resistant (i.e. Nomex) shirt and pants
  - Gloves
  - Safety work boots
  - Wildland fire shelter
  - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements. See Forest Service Civil Rights literature [here](#).
8. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Organization Name : Newcastle Fire Protection District

In compliance with NFPA 1977 and trained in the use of Wildland PPE.

Not in compliance with NFPA 1977 but applying for grant funding to purchase Wildland PPE and/or provide required training.

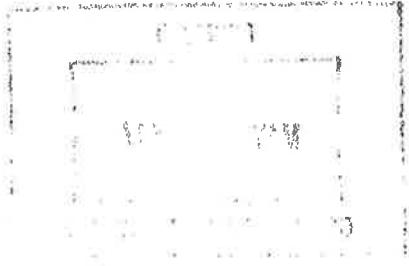
The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent :

Signature of Authorized Agent : 

Title of Authorized Agent :

Date :



U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NEWCASTLE FIRE PROTECTION DISTRICT

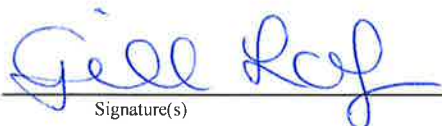
7FG17091

Organization Name

PR/Award Number or Project Name

GILLIAN LOFRANO, DISTRICT MANAGER

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



Signature(s)


AUGUST 16, 2017

Date

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 4/2017)

<b>1</b>	<p><b>INSTRUCTIONS:</b> Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments.</p> <p>Information provided in this form will be used by California state agencies to prepare Information Returns (Form 1099). See next page for more information and Privacy Statement.</p> <p><b>NOTE:</b> Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.</p>					
<b>2</b>	<p><b>PAYEE'S LEGAL BUSINESS NAME</b> (As shown on your income tax return) NEWCASTLE FIRE PROTECTION DISTRICT</p>					
	<p><b>SOLE PROPRIETOR OR INDIVIDUAL— ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.) N/A</p>			<p><b>E-MAIL ADDRESS</b> glofrano@placerhillsfire.org</p>		
	<p><b>MAILING ADDRESS</b> c/o PO BOX 350</p>			<p><b>BUSINESS ADDRESS</b> 9211 CYPRESS ST.</p>		
	<p><b>CITY</b> MEADOW VISTA</p>	<p><b>STATE</b> CA</p>	<p><b>ZIP CODE</b> 95722</p>	<p><b>CITY</b> NEWCASTLE</p>	<p><b>STATE</b> CA</p>	<p><b>ZIP CODE</b> 95658</p>
<b>3</b>	<p><b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <input type="text" value="6"/> <input type="text" value="8"/> - <input type="text" value="1"/> <input type="text" value="3"/> <input type="text" value="7"/> <input type="text" value="4"/> <input type="text" value="8"/> <input type="text" value="4"/></p> <p> <input type="checkbox"/> <b>PARTNERSHIP</b> </p> <p> <input type="checkbox"/> <b>ESTATE OR TRUST</b> </p> <p><b>CORPORATION:</b></p> <p> <input type="radio"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.) </p> <p> <input type="radio"/> <b>LEGAL</b> (e.g., attorney services) </p> <p> <input type="radio"/> <b>EXEMPT</b> (nonprofit) </p> <p> <input checked="" type="radio"/> <b>ALL OTHERS</b> </p>					<p><b>NOTE:</b> Payment will not be processed without an accompanying taxpayer identification number.</p>
<p><b>PAYEE ENTITY TYPE</b></p> <p><b>CHECK ONE BOX ONLY</b></p>	<p> <input type="checkbox"/> <b>SOLE PROPRIETOR OR INDIVIDUAL</b>  Enter social security number (SSN) or Individual taxpayer identification number (ITIN) </p> <p style="text-align: center;"> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> - <input type="text" value=""/> <input type="text" value=""/> - <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> </p> <p style="text-align: center;"><small>(SSN required by authority of California Revenue and Tax Code sections 18646 and 18661)</small></p>					
<b>4</b>	<p><b>PAYEE RESIDENCY STATUS</b></p> <p> <input checked="" type="checkbox"/> <b>CALIFORNIA RESIDENT</b> - Qualified to do business in California or maintains a permanent place of business in California. </p> <p> <input type="checkbox"/> <b>CALIFORNIA NON RESIDENT</b> (see next page for more information) - Payments to nonresidents for services may be subject to state income tax withholding. </p> <p> <input type="radio"/> No services performed in California. </p> <p> <input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached. </p>					
<b>5</b>	<p><b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.</b></p>					
	<p><b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) GILLIAN LOFRANO</p>		<p><b>TITLE</b> DISTRICT MANAGER</p>		<p><b>TELEPHONE</b> (include area code) (530) 878-0405</p>	
	<p><b>SIGNATURE</b> </p>		<p><b>DATE</b> AUGUST 16, 2017</p>		<p><b>E-MAIL ADDRESS</b> glofrano@placerhillsfire.org</p>	
<b>6</b>	<p><b>Please return completed form to:</b></p>					
	<p><b>DEPARTMENT/OFFICE</b> CAL FIRE</p>			<p><b>UNIT/SECTION</b> GRANTS MANAGEMENT UNIT, ATTN MEGAN ESFANDIARY</p>		
	<p><b>MAILING ADDRESS</b> PO BOX 944246</p>			<p><b>TELEPHONE</b> (include area code) (916) 653-3649</p>		<p><b>FAX</b></p>
	<p><b>CITY</b> SACRAMENTO</p>	<p><b>STATE</b> CA</p>	<p><b>ZIP CODE</b> 94244-2460</p>	<p><b>E-MAIL ADDRESS</b> megan.esfandiary@fire.ca.gov</p>		