



City Council

Staff Report

TO: Honorable Mayor and City Council

FROM: John Crivello, Fire Chief

THROUGH: John Jansons, City Manager 

DATE: July 25, 2016

SUBJECT: Resolution 2016-025 authorizing acceptance of Volunteer Fire Assistance Grant and authorizing City Manager to execute the Cal Fire grant agreement.

RECOMMENDED ACTION:

It is respectfully recommended that he the City council approve and adopt Resolution 2016-025 authorizing acceptance of Volunteer Fire Assistance Grant and authorize the City Manager to sign and execute the Cal Fire grant agreement.

BACKGROUND:

The Farmersville Fire Department (FFD) has routinely applied for funding from the Volunteer Fire Assistance (VFA) Grant to purchase firefighting equipment in accordance with program goals for rural areas to increase the capability to organize, train, and equip local firefighting forces.

The VFA is a federally funded program that authorizes the USDA Forest Service to delegate grant review and award processes to the State Forest Agencies (Cal-Fire) for disbursement of funds. The program allows for applicants to request funding for projects up to a maximum of \$40,000. The program requires a 50% local match, thus the maximum federal share reimbursed through Cal-Fire can be \$20,000. While the program is designed for communities of 10,000 or less population, The Farmersville Fire Department (FFD) remains eligible due to response services provided to nearby communities and rural areas. Availability for response to local and statewide wildland areas also favors the city in grant application competitiveness. This is the sixth time the city has been successful with this program. In the past, the fire department has purchased fire hoses, communications equipment (radios & pagers), portable pumps, shelters, helmets, turnouts, boots, brush jackets and pants.

DISCUSSION:

The FFD originally submitted an application for a total grant of \$14,999.92 (state and city funding amount of \$7499.96 each) Applications were competitively reviewed to disburse California's FY 16/17 federal allocation of approximately \$94,000.

The City's request to replace Large Diameter Supply Hose (\$5,000) was cut from the award due to limited grant funds and many applications.

The FFD has received an award for continued replacement of Personal Protective Equipment (PPE) that meets current industry standards. Included are 27 pairs of structure and wildland gloves, six pairs suspenders, 20 flame resistant hoods, and 10 pairs rubber structure boots. In addition, the grant will also allow for the purchase of 24 lengths of 1 1/2" X 100 Ft. Fire Hoses. The hoses being replaced no longer meet NFPA standards. Many date back to the late 1980's.

The total cost of this grant project would be \$9,999.92 which would require a local match of \$4,999.96. The award requires the city to purchase requested items before June 30, 2017, then bill Cal-Fire for reimbursement of the federal share by September 1, 2017.

INTERGRATION WITH GOALS, OBJECTIVES AND WORK PLANS.

This project builds upon previous grant requests in a strategic fashion to meet the various ongoing equipment needs of the fire department that would be difficult to accomplish with general fund revenue alone.

COORDINATION AND REVIEW:

The recommended action has been coordinated with, and is supported by the City Manager's Office, and the Finance Department, and the Grant Agreement was reviewed by the City Attorney and approved As to Form.

FISCAL IMPACT:

The grant application was anticipated when developing the city budget. Therefore, funds exist in the FY 16/17 fire department budget to purchase the noted items and allow for the reimbursement of VFA funds from Cal-Fire to the City of Farmersville.

CONCLUSION:

It is respectfully recommended that the City Council approve and adopt Resolution 2016-025 authorizing acceptance of Volunteer Fire Assistance Grant and authorize the City Manager to sign and execute the Cal Fire grant agreement.

ATTACHMENT(S): 1

- 1) Cal Fire Grant Agreement

Respectfully Submitted,

Reviewed By:

John Crivello
Fire Chief

Steven Huntley
Finance Director

Approved By:



John Jansons
City Manager

RESOLUTION No. 2016-25

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE
COUNTY OF TULARE, STATE OF CALIFORNIA**

**APPROVING THE GRANT FUNDS AGREEMENT # 7FG16021 WITH THE
DEPARTMENT OF FORESTRY & FIRE PROTECTION UNDER THE VOLUNTEER
FIRE ASSISTANCE (VFA) PROGRAM OF THE COOPERATIVE FORESTRY
ASSISTANCE ACT OF 1978**

WHEREAS, the Congress of the United States has enacted the Cooperative Forestry Assistance Act of 1978, and the United States Forest Service has been delegated the responsibility for the administration of the program through the California Department of Forestry & Fire Protection, and will require the City to enter into a contract with the State of California for the project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Farmersville hereby:

1. Approves the agreement with the California Department of Forestry and Fire Protection dated as the last signatory date on page 6 of said 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 Forestry Assistance Act of 1978 during the State Fiscal Year 2016-17 up to and no more than the amount of \$4,999.96
2. Authorizes John Jansons, City Manager to sign and execute said agreement and any amendments on behalf of the City of Farmersville.

We the undersigned hereby certify that the foregoing Resolution Number 2016-25 was duly passed and adopted by City Council of the City of Farmersville, upon a motion of Council Member _____, seconded by Council Member _____ at a regular meeting thereof, held on the 25th day of July, 2016 following a roll call vote:

Ayes:
Noes:
Absent:
Abstain:

BY:

ATTEST:

Gregorio Gomez, Mayor

Paul Boyer, City Clerk Pro Tem

**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 _____

_____ 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:

24. **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, 2016 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 2016 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 **\$4,999.96** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Exhibit(s) A, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 2017.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2017 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **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: _____

Attention: _____
Telephone Number(s): _____
FAX Number: _____
E-mail _____

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, 2017.**
- 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

By: _____
Signature

By: _____
*Signature

_____ Dan Sendek
Printed Name

Printed Name

_____ Staff Chief
Title
Cooperative Fire Programs

**Title

Last Signatory Date

***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 \$4,999.96	PROGRAM/CATEGORY (CODE AND TITLE) Support			FUND TITLE Federal	Department of General Services Use Only
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	(OPTIONAL USE) Vendor #				
TOTAL AMOUNT ENCUMBERED TO DATE \$4,999.96	ITEM 3540-001-0001	CHAPTER 23	STATUTE 2016	FISCAL YEAR 16/17	
OBJECT OF EXPENDITURE (CODE AND TITLE) 16-9214-418.99-92691					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF CDF ACCOUNTING OFFICER X			DATE		

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER