

**PLACER COUNTY
OFFICE OF EMERGENCY SERVICES**

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: David Boesch, County Executive Officer
by John McEldowney, Program Manager, Emergency Services

DATE: December 10, 2013

SUBJECT: Volunteer Fire Assistance Program Agreement

ACTION REQUESTED

- 1) Adopt a Resolution approving a Volunteer Fire Assistance (VFA) Program agreement, funded in the amount of \$18,948 for equipment purchases for volunteer fire companies of the Placer County Fire system.
- 2) Authorize Rui Cunha, Assistant Director of Emergency Services, or John McEldowney, Program Manager of Emergency Services to sign and execute the agreement on behalf of Placer County.
- 3) Approve a budget revision increasing revenues and expenditures in the amount of \$18,948 for equipment purchases funded by the VFA Program. There is no additional net county cost.

BACKGROUND

The U.S. Forest Service is the national administrator of the Cooperative Forestry Assistance Act of 1978, which awards funds to volunteer fire organizations under the Volunteer Fire Assistance (VFA) Program. Statewide, the California Department of Forestry and Fire Protection (CAL FIRE) is responsible for grant approval, funds distribution and specifying grant terms and conditions.

In August of this year, Placer County Fire applied for a VFA grant for one half of the \$37,894 cost for 30 Nomex pants and shirts, 50 fire shelters, 20 sets of boots, 58 head lamps and gloves, and 30 sets of webgear with hydration packs to be used for the benefit of its volunteer fire companies. The application was approved by CAL FIRE in the amount of \$18,948, which, with the County's local match, provides complete funding for the equipment. Board of Supervisor's approval of this agreement results in Placer County Fire being able to purchase \$37,894 of firefighting equipment at a 50% discount.

FISCAL IMPACT

Matching funds in the amount of \$18,948 are available this fiscal year in the Fire Protection Fund, Sheridan Fire CSA, Western Placer Fire CSA, Sunset West Fire CSA, Dutch Flat Fire CSA, Dry Creek Fire CSA and North Auburn Fire CSA. There is no impact to the County General Fund as a result of this action.

Attachments

Resolution
Volunteer Fire Assistance Program Agreement
Budget Revision

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of:

Resol. No: _____

A RESOLUTION APPROVING A VOLUNTEER FIRE ASSISTANCE PROGRAM AGREEMENT AWARDED FUNDS TO PLACER COUNTY FIRE AND AUTHORIZING RUI CUNHA, ASSISTANT DIRECTOR OF EMERGENCY SERVICES, OR JOHN MCELLOWNEY, PROGRAM MANAGER, EMERGENCY SERVICES, TO SIGN AND EXECUTE THE AGREEMENT ON BEHALF OF PLACER COUNTY.

The following **RESOLUTION** was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held **DECEMBER 10, 2013** by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:

Clerk of said Board _____

WHEREAS, fire protection in some of the unincorporated area of Placer County is provided by volunteer fire companies managed by Placer County Fire/California Department of Forestry and Fire Protection (PCF/CAL FIRE); and

WHEREAS, the United States Forest Service, under the Cooperative Forestry Assistance Act of 1978, awards funds through CAL FIRE to volunteer fire organizations under the Volunteer Fire Assistance (VFA) Program which requires a 50% local match; and

WHEREAS, Placer County Fire applied for funds for the purchase of personal protective equipment for the volunteers in its volunteer fire companies the total cost of which is \$37,894; and

WHEREAS, the Placer County Fire application in the amount of \$18,948 was approved by CAL FIRE on October 3, 2013 which, when coupled with the required County match, equals the total cost of equipment and reduces by 50% the outlay required by Placer County Fire.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Placer that the VFA award to Placer County Fire is hereby approved, and that Rui Cunha, Assistant Director of Emergency Services, or John McEldowney, Program Manager, Emergency Services, are authorized to sign and execute the agreement.

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

STATE OF CALIFORNIA
Natural Resources Agency

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

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and PLACER COUNTY 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, 2013 or LOCAL AGENCY will forfeit the funds.

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7. **GRANT AND BUDGET CONTIGENCY CLAUSE:** It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2013-14 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 \$18948 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, 2014.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE, in triplicate, at the address specified in paragraph 11, with a postmark no later than August 31, 2014 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.

13-608

CONTRACT REVIEW

CONTACT THE DIVISION OF RISK MANAGEMENT WITH ANY QUESTIONS

Phone: (530) 886-2600 Fax: (530) 886-2609

SUBMITTED BY: HEIDI HERM DEPT/DIV: OES
 PHONE: X4015 FAX: 530-886-5343
 CONTACT: HEIDI HERM EXT: 5304 DATE: _____

PLEASE ATTACH A COPY OF THE ENTIRE CONTRACT

CONTRACTOR/VENDOR NAME: DEPARTMENT OF FORESTRY AND FIRE PROTECTION

SUBJECT OF CONTRACT: Volunteer Fire Assistance Program Agreement

EXPECTED CONTRACT AMOUNT (\$) 18,948

ADDITIONAL INFORMATION/NOTES: Please review

— FOR RISK MANAGEMENT USE ONLY —

DATE RECEIVED: 11/19/13

13-608
RM REVIEW #

REVISIONS REQUIRED AND NOTED
Resubmit Revised Contract to Risk Mgmt.

APPROVED

COMMENTS: _____

DATE RETURNED: 11/20/13 REVIEWED BY: JIM KOTZ

EBIX Profile/Contract: 1 1A 2 2A 3 4 5 6 n/a

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

LOCAL AGENCY: PLACER COUNTY FIRE DEPT.
2968 RICHARDSON DR.
AUBURN, CA 95603
 Attention:
 Telephone Number(s): 530-886-5300
 FAX Number: (530) 886-5343
 E-mail _____

STATE: **Department of Forestry and Fire Protection
 Cooperative Fire Programs, Room 1653-2A
 P. O. Box 944246
 Sacramento, California 94244-2460
 PHONE: (916) 653-6179
 FAX (916) 653-9708**

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.

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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 Sacramento Property Office of the disposal of such items.

17. **EQUIPMENT INVENTORY**: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE Sacramento Property Office. 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 Sacramento Property office will advise the appropriate STATE Unit and 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.

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

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

22. **TERM:** The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 6 and continue through June 30, 2014.
23. **TERMINATION:** This Agreement may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
24. **AMENDMENTS:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

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

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

LOCAL AGENCY

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 \$18,948	PROGRAM/CATEGORY (CODE AND TITLE) Support			FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	(OPTIONAL USE) Vendor #			
TOTAL AMOUNT ENCUMBERED TO DATE \$18,948	ITEM 3540-001-0001	CHAPTER 21	STATUTE 2013	FISCAL YEAR 13/14
	OBJECT OF EXPENDITURE (CODE AND TITLE) 13-9214-418.99-92522			
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		

*Department of General Services
Use Only*

DGS APPROVAL NOT
REQUIRED PER SAM 1215

CONTRACTOR

STATE AGENCY

DEPT. OF GEN. SER.

CONTROLLER

PLACER COUNTY

FY 2013-14

BUDGET REVISION

PAS DOCUMENT NO.

POST DATE:

Cash Transfer Required

12/14 Auditor-Controller

Reserve Cancellation Required

County Executive

Establish Reserve Required

Board of Supervisors

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
09	BR	37,894.02	14

ESTIMATED REVENUE ADJUSTMENT										APPROPRIATION ADJUSTMENT											
DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT
09	006		170		992216	92216	7326			2,964.00	09	014		170		992216	92216	2853			2,964.00
09	006		501	006	996706	96706	7326			924.00	09	014		501	006	996706	96706	2853			924.00
09	006		501	150	996750	96750	7326			1,800.00	09	014		501	150	996750	96750	2853			1,800.00
09	006		501	165	996765	96765	7326			3,944.00	09	014		501	165	996765	96765	2853			3,944.00
09	006		501	076	996776	96776	7326			5,791.00	09	014		501	076	996776	96776	2853			5,791.00
09	006		501	097	996777	96777	7326			1,543.00	09	014		501	097	996777	96777	2853			1,543.00
09	006		501	193	996793	96793	7326			1,982.00	09	014		501	193	996793	96793	2853			1,982.00
TOTAL										18,948.00	TOTAL										18,948.00

REASON FOR REVISION: To budget 2013 Volunteer Fire Assistance Program Grant expenditures and revenues in Fire Protection (22160), Sheridan Fire CSA (67060),

Western Placer Fire CSA (67760), Sunset West Fire CSA (67770), Dutch Flat Fire CSA (67500), Dry Creek Fire CSA (67650), and N Auburn Ophir Fire CSA (67930)

Prepared by Shelley Beninga Ext. 4622

Department Head _____

Date: 12/2/13

Board of Supervisors _____

Page: _____

Budget Revision # _____ FOR INDIVIDUAL DEPT USE

480