



City of Biggs

Agenda Item Staff Report for the Regular City Council Meeting: September 13, 2015

TO: Honorable Mayor and Members of the City Council
FROM: City Administrator
SUBJECT: Fire Department Grant Match Request (Action)

Council will consider appropriation of up to \$3,492.00 as a match to a State grant for fire department-related personal protective equipment.

Background

CalFire applies for grant funds annually to rebuild the local inventory of fire fighter personal protective gear (turnouts, boots, helmets, gloves, etc) which requires dollar-for-dollar local match.

CalFire did not invoice the city for grant writing services.

The department requests Council accept the grant and appropriate \$3,492.00 in matching funds to leverage the State funds.

Attachments:

Resolution 2016-19 Approving the Department of Forestry and Fire Protection Agreement #7FG16020 and Appropriating \$3,492.00 for this Purpose.

Recommendation

Approve proposed agreement and adopt resolution 2016-19

Fiscal Impact:

Up to \$3,492.00 from General Fund.

Mark Sorensen, City Administrator



Cooperative Fire Protection since 1989

CITY OF BIGGS FIRE DEPARTMENT

FIRE CHIEF—Chris Haile

176 Nelson Avenue, Oroville, CA 95965 • (530) 538-7111

City Council Agenda Item # Staff Report

Date: September 13, 2016
To: Mayor and City Council
From: Fire Chief Chris Haile
Subject: 2016 Volunteer Assistance Grant

Recommendation:

Staff respectfully requests the City Council approve the 2016 Volunteer Assistance Grant

Background:

For the past two years the City of Biggs has been successful in receiving VFA Grants that are used to purchase Personal Protective Equipment (PPE) for its volunteers that assist CAL FIRE/Butte County Fire Career firefighters protect and serve the City of Biggs. The funding of the grant is vital for replacement of aging and worn PPE. The Grant is a cost effective mode for replacement. The cost of outfitting a single volunteer exceeds \$5000.00 and PPE has a shelf life of 10 years and due to the nature of the profession, is subject to extreme use. There are approximately 15 volunteer firefighters that protect the Biggs area and replacement of PPE is ongoing as funding comes available.

Financial Impact:

This year's Grant is in the amount of \$6984.00, which is a 50% match with the State of California. The City of Biggs match of this grant is \$3492.00.

Compliance with City Council Strategic Plan or Budget Goals:

This complies with the City of Biggs Budget Goals which uses said grant funding to offset budget impacts.

Attachments:

VFA Resolution
VFA Agreement

MEMBERS OF THE COUNCIL

Roger Frith • James "Bo" Sheppard • Angela Thompson • Douglas Arnold • John Busch

RESOLUTION NO. 2016-19

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIGGS
APPROVING THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AGREEMENT #7FG16020 FOR SERVICES FROM THE DATE OF LAST
SIGNATORY ON PAGE 6 OF THE AGREEMENT TO JUNE 30, 2017 UNDER
THE VOLUNTEER FIRE ASSISTANCE PROGRAM OF THE COOPERATIVE
FORESTRY ASSISTANCE ACT OF 1978**

BE IT RESOLVED by the City Council of the City of Biggs, that said Council 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 2016/2017 up to and no more than the amount of \$3,492.00.

BE IT FURTHER RESOLVED that the Mayor of the City of Biggs be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the City of Biggs.

I HEREBY CERTIFY that the foregoing **RESOLUTION** was duly introduced, passed and adopted at a regular meeting of the City Council of the City of Biggs, held on the 13th of September 2016, by the following vote:

AYES: COUNCILMEMBER _____

NOES: COUNCILMEMBER _____

ABSENT: COUNCILMEMBER _____

ABSTAIN: COUNCILMEMBER _____

ATTEST:

APPROVED:

Roben Dewsnup
CITY CLERK

Roger L. Frith
MAYOR

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.

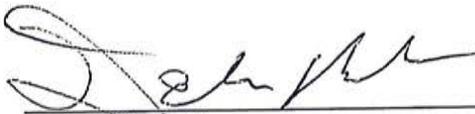
City of Biggs

Organization Name

PR/Award Number or Project Name

Darren Read, Fire Chief

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



Signature(s)

8/10/16

Date

**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 CITY of Biggs

_____ 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:

23. **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.

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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 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 \$3,492.00 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, 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:

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LOCAL AGENCY: CITY OF BIGGS
176 Nelson Ave - Orduille CA 95965

Attention: Chris Haile
 Telephone Number(s): 530 538-7111
 FAX Number:
 E-mail Chris.Haile@fire.ca.gov

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.

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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;

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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, 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.

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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 \$3,492.00	PROGRAM/CATEGORY (CODE AND TITLE) Support			FUND TITLE Federal
	(OPTIONAL USE) Vendor #			
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0	ITEM 3540-001-0001	CHAPTER 23	STATUTE 2016	FISCAL YEAR 16/17
TOTAL AMOUNT ENCUMBERED TO DATE \$3,492.00	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		

*Department of General Services
Use Only*

DGS APPROVAL NOT
REQUIRED PER SAM 1215

CONTRACTOR

STATE AGENCY

DEPT. OF GEN. SER.

CONTROLLER