

**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 _____ the County of Shasta, through its _____

_____ 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, 2016 or LOCAL AGENCY will forfeit the funds.**
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.**

**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 **\$19,987.50** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Exhibit(s) A, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 6 and JUNE 30, 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.
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:

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

LOCAL AGENCY: Shasta County Fire Department
875 Cypress Ave.
Redding, CA 96001
Attention: Julia Hayen
Telephone Number(s): (530) 225-2516
FAX Number: (530) 225-2514
E-mail Julia.Hayen@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.

**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

Shasta County Fire Department

By: _____
Signature

By: _____
*Signature

Dan Sendek
Printed Name

~~XXXXXXXXXXXX~~ David A Kehoe
Printed Name

Staff Chief
Title
Cooperative Fire Programs

Chairman, Board of Supervisors
**Title
County of Shasta, State of California

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 \$19,987.50	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 \$19,987.50	OBJECT OF EXPENDITURE (CODE AND TITLE) 16-9214-418.99-92691			
<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 X		DATE		

**Department of General Services
Use Only**

DGS APPROVAL NOT
REQUIRED PER SAM 1215

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

7FG1602

APPROVED AS TO FORM:

David M. Vorton, Jr. 11/15/16
DAVID M. VORTON, JR.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

BY: James Johnson 11/15/16
James Johnson
Risk Management Analyst

Exhibit A



CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION APPLICATION FOR FUNDING COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978 VOLUNTEER FIRE ASSISTANCE (VFA) PROGRAM Agreement #7FG 16102



A. DEPARTMENT/ORGANIZATION:

Organization Name :

Contact's First Name : Contact's Last Name :

Street Address :

Mailing Address :

City : County : Zip Code :

State : CAL FIRE Unit :

Phone Number : Email Address :

DUNS Number : 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 : Area : sq. miles Congressional District # :

Population : Annual Budget :

Latitude N ° ' " Longitude W ° ' "

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 : + EMS : + Other : = TOTAL : 11,989

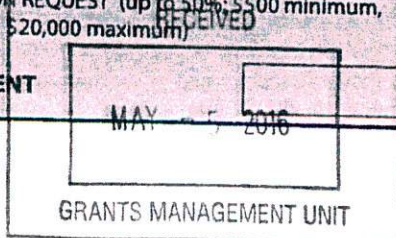
D. INDIAN TRIBAL COMMUNITY (If project includes an Indian Tribal Community, please provide) :

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

CAL FIRE USE ONLY (Formula-driven)

Project Total Cost	\$39,975.00	TOTAL APPLICATION REQUEST (up to 50% \$500 minimum, \$20,000 maximum)	\$19,987.50
AMOUNT FUNDED FOR THIS AGREEMENT		<input type="text" value="19,987.50"/>	

Organization Name : Shasta County Fire Department



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

	Type	Item	Quantity	Unit Cost	Item Total
1.	Safety - Wildland	NFPA Wildland Jacket	65	\$199.00	\$12,935.00
2.	Safety - Wildland	NFPA Wildland Pant	65	\$185.00	\$12,025.00
3.	Safety - Wildland	NFPA Helmet Shroud	65	\$48.00	\$3,120.00
4.	Safety - Wildland	NFPA Wildland Gloves	100	\$39.00	\$3,900.00
5.	Safety - Wildland	NFPA Wildland Gloves	100	\$39.00	\$3,900.00
6.	Safety - Wildland	NFPA Wildland Gloves	100	\$39.00	\$3,900.00
7.	Safety - Wildland	NFPA Wildland Gloves	5	\$39.00	\$195.00
8.					
9.					
10.					
11.					
12.					
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20.					
21.					
22.					

F. CAL FIRE USE ONLY (Formula-Driven) PROJECT TOTAL COST	\$39,975.00
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G. ADDITIONAL INFORMATION (Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. Briefly explain purpose of the proposed project) : Limited to space below.

Shasta County represents a diverse part of California due to its climates, topography, and roadways. Shasta County covers approximately 3,850 square miles with elevations ranging from 430 feet in Anderson to over 10,027 feet in Lassen Park. The population in the county is approximately 178,500; with its history, lakes, rivers, and winter sports opportunities, Shasta County is a tourist attraction year round. Although Redding is the center of the county, the majority of the county residence live in outlying communities, commuting to Redding for work or shopping.

The Shasta County Fire Department (SCFD) is comprised of a force of about 180 volunteer firefighters organized into 20 community based fire companies and two career staffed stations. The primary component of the SCFD is the citizen volunteer firefighter and their volunteer fire companies. These 20 companies serve approximately 3,400 square miles of unincorporated rural area with a population density of less than 5,000 residence per volunteer fire company.

In order to safely carry out its mission, it is the goal of the SCFD to provide it's volunteers and career firefighters with the proper safety gear and equipment. The SCFD also recognizes the need for continued training and equipment upgrades to stay current with mandated training and equipment standards. The funding requested will purchase 65 sets of wildland PPE (personal protective equipment) to include: NFPA approved wildland jackets, pants, and shrouds. It will also purchase 305 sets of NFPA approved wildland gloves. Without supplemental grant funding the current SCFD budget can't support purchasing the the required amount of safety equipment to properly outfit its volunteer firefighters. Our volunteer firefighters are vital for adequate emergency response in rural areas of Shasta county.

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, 2017. 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, 2017.

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

4-23-2016
Date Signed

Printed Name

Aaron Burrough

Title

BC

Executed on: Apr 19, 2016

Date

at Redding

City

Organization Name : Shasta County Fire Department

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

Organization Name : Shasta County Fire Department

Contact's First Name : Aaron

Contact's Last Name : Burrough

Street Address : 875 Cypress Ave

Mailing Address : 875 Cypress Ave

City : Redding

County : Shasta

Zip Code : 96001

State : California

CAL FIRE Unit : SHU - Shasta-Trinity Unit

Phone Number : 5302252418

Email Address : aaron.burrough@fire.ca.gov

DUNS Number : 61030834

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 : Shasta County Fire Department

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

Not in compliance with NFPA 1977 but are applying for grant funding to purchase 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 :