



# Valley of the Moon Fire Protection District



**Board of Directors Meeting**

**October 8, 2019**



# Valley of the Moon Fire Protection District

## Board of Directors Meeting

October 8, 2019

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**MEETING AGENDA**  
**VALLEY OF THE MOON FIRE PROTECTION DISTRICT**  
**BOARD OF DIRECTORS**

Tuesday, October 8, 2019 at 6:00 P.M.  
Location: Sonoma Valley Fire & Rescue Authority Station 1  
630 2<sup>nd</sup> Street West, Sonoma, California 95476

(This agenda is posted in accordance with the Ralph M. Brown Act,  
California Government Code Section 54950, et seq.)

1. CALL TO ORDER

2. ROLL CALL & DETERMINATION OF A QUORUM

Board of Directors: President Norton, Director Brunton, Director Greben, Director Brady, and Director Leen.

3. PLEDGE OF ALLEGIANCE

4. CONFIRMATION OF AGENDA

Opportunity for the Board to reorder agenda items

5. COMMENTS FROM THE PUBLIC

*(At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the Board at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for consideration by the Board of Directors.)*

6. PRESENTATIONS

7. CONSENT CALENDAR

Approval of minutes for regular meeting of September 10, 2019. **Action Item**

8. FIRE CHIEF'S MONTHLY REPORT

Chief's activity report for September 2019

9. OLD BUSINESS

10. NEW BUSINESS

- a) Resolution 2019/2020-07 accepting the FEMA SAFER Grant and approving the cost share commitment over a period of three (3) years. **Action Item with roll call vote**
- b) Accept California Office of Traffic Safety Grant for extrication equipment. **Action Item**
- c) Approve contract with North Bay Fire to provide services for Mayacamas Volunteer Fire Department. **Action Item**

11. OTHER BUSINESS TO COME BEFORE THE BOARD

12. COMMENTS FROM THE FLOOR

13. COMMENTS/REPORTS FROM THE BOARD

14. CLOSED SESSION

15. ADJOURNMENT

This meeting will be adjourned to a regular meeting on November 12, 2019 at 6:00 p.m. in the Training Room of Sonoma Valley Fire & Rescue Authority Station 1, located at 630 2<sup>nd</sup> Street West, Sonoma.

*Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are available for public inspection the Monday before each regularly scheduled meeting during regular business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, at Sonoma Valley Fire & Rescue Authority's Station 1, located at 630 2<sup>nd</sup> Street West, Sonoma, California.*

*Any documents subject to disclosure that are provided to all, or a majority of all, of the members of the Board of Directors regarding any item on this agenda after the agenda has been distributed will be made available for inspection at the location listed above during regular business hours. If you challenge the action of the Board in court, you may be limited to raising only those issues you or someone else raised at the public hearing described on the agenda, or in written correspondence delivered to the Valley of the Moon Fire Protection District Board of Directors, at or prior to the public hearing.*

*In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the secretary for the Board at (707) 996-2102. Notification 48 hours before the meeting will enable the Valley of the Moon Fire Protection District to make reasonable arrangements to ensure accessibility to this meeting.*



# Valley of the Moon Fire Protection District

## Board of Directors Meeting

### Agenda Item Summary

October 8, 2019



<b>Agenda Item No.</b>	<b>Staff Contact</b>
7	Georgette Darcy, Admin. Analyst/Secretary to Board
<b>Agenda Item Title</b>	
Approval of minutes for regular meeting of September 10, 2019	
<b>Recommended Actions</b>	
Approve the minutes	
<b>Executive Summary</b>	
The minutes have been prepared for Board review and approval.	
<b>Alternative Actions</b>	
Correct or amend minutes prior to approval	
<b>Strategic Plan Alignment</b>	
Not applicable	
<b>Fiscal Summary – FY 19/20</b>	
<b>Expenditures</b>	
Budgeted Amount	\$
Add. Appropriations Req'd.	\$
	\$
	\$
	\$
	\$
<b>Total Expenditure</b>	<b>\$</b>
<b>Funding Source(s)</b>	
District General Fund	\$
Fees/Other	\$
Use of Fund Balance	\$
Contingencies	\$
Grants	\$
<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (if required)</b>	
Not required	
<b>Attachments</b>	
Minutes for September 10, 2019 regular meeting	

# VALLEY OF THE MOON FIRE PROTECTION DISTRICT

## BOARD OF DIRECTORS MEETING MINUTES September 10, 2019

### 1. CALL TO ORDER

President Norton called the meeting to order at 6:04 p.m.

### 2. ROLL CALL & DETERMINATION OF A QUORUM

Board of Directors: President Norton, Director Brunton, Director Brady, Director Greben, and Director Leen.

### 3. PLEDGE OF ALLEGIANCE

Director Leen led the Pledge of Allegiance.

### 4. CONFIRMATION OF AGENDA

The Board heard Item 10. b) before Item 10. a).

### 5. COMMENTS FROM THE PUBLIC

The meeting was adjourned at 6:05 p.m. for a public hearing.

The Board held a public hearing for the purpose of adopting a Final Budget for fiscal year 2019/20.

The meeting resumed at 6:05 p.m. The hearing did not proceed, as there were no members of the public in attendance.

### 6. PRESENTATIONS

None

### 7. CONSENT CALENDAR

a) Approval of minutes for regular meeting of July 9, 2019

**M/S/P Brady/Leen to approve minutes for regular meeting of July 9, 2019. Passed 3 ayes**

b) Approval of minutes for regular meeting of August 13, 2019

**M/S/P Brady/Norton to approve minutes for regular meeting of August 13, 2019. Passed 4 ayes**

### 8. FIRE CHIEF'S MONTHLY REPORT

Fire Chief Akre gave his activity report for September 2019.

9. OLD BUSINESS

None

10. NEW BUSINESS

- a) Resolution 2019/2020-06 adopting the final budget for fiscal year 2019/20

**M/S/P Norton/Brady to adopt the final budget for fiscal year 2019/20. Passed 5 ayes**

- b) Approval of cost estimate for Valley of the Moon Water District hydrant installations

**M/S/P Brady/Leen to approve cost estimate for VOM Water District for hydrant installations. Passed 5 ayes**

11. OTHER BUSINESS TO COME BEFORE THE BOARD

None

12. COMMENTS FROM THE FLOOR

None

13. COMMENTS/REPORTS FROM THE BOARD

None

14. CLOSED SESSION

None

15. ADJOURNMENT

The meeting was adjourned at 6:55 p.m. to a regular meeting on October 8, 2019, at 6:00 p.m., in the Training Room of Station 1, located at 630 2<sup>nd</sup> Street West in Sonoma.

Respectfully submitted,

Georgette Darcy

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President Norton

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Director Brunton

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Director Greben

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Director Brady

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Director Leen





# Valley of the Moon Fire Protection District

## Board of Directors Meeting

### Agenda Item Summary

October 8, 2019



<b>Agenda Item No.</b>		<b>Staff Contact</b>	
10A		Stephen Akre, Fire Chief	
<b>Agenda Item Title</b>			
Resolution 2019/2020-07 accepting the FEMA SAFER Grant and approving the cost share commitment over a period of three (3) years.			
<b>Recommended Actions</b>			
Accept grant and approve cost share			
<b>Executive Summary</b>			
<p>The Department of Homeland Security has awarded the District with a Staffing for Adequate Fire and Emergency Response Grant (SAFER) for a period of three (3) years to enable the District to hire twelve (12) firefighters. The federal grant will be \$3,382,458.60, and the 2019/20 portion will be \$1,371,267.00. The District has an obligation to provide a cost share amount totaling \$2,102,609.40, and the 2019/20 portion is \$457,089.00. Total Federal and non-Federal funding for this fiscal year is \$1,828,356.00.</p> <p>The District is asking that the Glen Ellen Fire Protection District and the City of Sonoma each contribute twenty-five percent (25%) of the cost share (\$228,544.50), which is proportionate to the benefit received through this grant.</p>			
<b>Alternative Actions</b>			
Decline to accept grant and cost share obligation			
<b>Strategic Plan Alignment</b>			
This program is in alignment with Goal 1: Develop a comprehensive and robust workforce plan that addresses staffing, recruitment, retention, and succession planning and Goal 4: Maintain fiscal sustainability with the necessary budgeting mechanisms and equitable distribution of costs between agency partners.			
<b>Fiscal Summary – FY 19/20</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$1,828,356.00	Fees/Other	\$228,544.50
	\$	Use of Fund Balance	\$228,544.50
	\$	Contingencies	\$
		Grants	\$1,371,267.00
<b>Total Expenditure</b>	<b>\$1,828,356.00</b>	<b>Total Sources</b>	<b>\$1,828,356.00</b>
<b>Narrative Explanation of Fiscal Impacts (if required)</b>			
<b>Attachments</b>			
<ol style="list-style-type: none"> <li>1. FEMA award package</li> <li>2. Resolution 2019/2020-07</li> </ol>			

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Gabe Stirnus  
VALLEY OF THE MOON FIRE P  
630 2ND ST W  
SONOMA, CA 95476



EMW-2018-FH-00511

Dear Gabe Stirnus,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2018 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved in the amount of \$3,382,458.60 in Federal funding.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2018 SAFER Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, which appears to read "Bridget Bean", is positioned below the "Sincerely," text.

Bridget Bean  
Acting Assistant Administrator  
Grant Programs Directorate

# Summary Award Memo

**Program:** Fiscal Year 2018 Staffing for Adequate Fire and Emergency Response

**Recipient:** VALLEY OF THE MOON FIRE P

**Award number:** EMW-2018-FH-00511

## Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2018 Staffing for Adequate Fire and Emergency Response (SAFER) funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following is the approved budget for this award (including Federal share plus your cost share, if applicable) and summarizes the financial aspects of the grant:

<b>Object Class</b>	<b>First Year</b>	<b>Second Year</b>	<b>Third Year</b>	<b>Total</b>
Personnel	\$1,130,832.00	\$1,130,832.00	\$1,130,832.00	\$3,392,496.00
Fringe benefits	\$697,524.00	\$697,524.00	\$697,524.00	\$2,092,572.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$1,371,267.00	\$1,371,267.00	\$639,924.60	\$3,382,458.60
Non-federal	\$457,089.00	\$457,089.00	\$1,188,431.40	\$2,102,609.40
<b>Total</b>	<b>\$1,828,356.00</b>	<b>\$1,828,356.00</b>	<b>\$1,828,356.00</b>	<b>\$5,485,068.00</b>

2 C.F.R. § 200.308 identifies the limits to the changes that can be made and when prior approval is required from FEMA, but this provision does not apply to the breakdown by year. If you have questions about which changes require FEMA's prior approval, please contact your Grants Management Specialist.

## **Approved scope of work**

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2018 SAFER NOFO.

**Approved request details:**

## **Hiring of Firefighters**

## Firefighter Position

### BENEFITS FUNDED

The total benefits package is broken down into the following: Health Care Family-\$24,435  
Employer Medicare Tax- \$1,368 Dental-\$1,233 Vision- \$171 Life Insurance-\$276  
Retirement-\$21,695 Deferred Compensation-\$600 Disability- \$294 Employee Assistance  
Program- \$55 Paramedic Continuing Education- \$300 Workers Compensation- \$7,700

NUMBER OF FIREFIGHTERS	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
12	\$94,236.00	\$58,127.00	\$152,363.00
3 YEAR TOTAL			
\$5,485,068.00			

## **Agreement Articles**

**Program:** Fiscal Year 2018 Staffing for Adequate Fire and Emergency Response

**Recipient:** VALLEY OF THE MOON FIRE P

**Award number:** EMW-2018-FH-00511

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**Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget(OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances -Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations(C.F.R) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

**Article 2 DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

**Article 3 Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Article 4 Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

<b>Article 5</b>	<b>Age Discrimination Act of 1975</b>
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.	
<b>Article 6</b>	<b>Americans with Disabilities Act of 1990</b>
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.	
<b>Article 7</b>	<b>Best Practices for Collection and Use of Personally Identifiable Information (PII)</b>
Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.	
<b>Article 8</b>	<b>Civil Rights Act of 1964 – Title VI</b>
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.	
<b>Article 9</b>	<b>Civil Rights Act of 1968</b>
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D)	
<b>Article 10</b>	<b>Copyright</b>
Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.	

**Article 11 Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article 12 Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101).

**Article 13 Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

**Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**Article 15 Energy Policy and Conservation Act**

Recipients must comply with the requirements of The Energy Policy and Conservation Act Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article 16 False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. § 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

**Article 17 Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article 18 Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

**Article 19 Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article 20 Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, codified as amended at 15 U.S.C. § 2225.

**Article 21 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidancepublished-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article 22 Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article 23 National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**Article 24 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

<b>Article 25</b>	<b>Non-supplanting Requirement</b>	Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
<b>Article 26</b>	<b>Notice of Funding Opportunity Requirements</b>	All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated hereby reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
<b>Article 27</b>	<b>Patents and Intellectual Property Rights</b>	Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
<b>Article 28</b>	<b>Procurement of Recovered Materials</b>	States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
<b>Article 29</b>	<b>Rehabilitation Act of 1973</b>	Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
<b>Article 30</b>	<b>Reporting of Matters Related to Recipient Integrity and Performance</b>	If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
<b>Article 31</b>	<b>Reporting Subawards and Executive Compensation</b>	Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

<b>Article 32</b>	<b>SAFECOM</b>	Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
<b>Article 33</b>	<b>Terrorist Financing</b>	Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
<b>Article 34</b>	<b>Trafficking Victims Protection Act of 2000</b>	Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) codified as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
<b>Article 35</b>	<b>Universal Identifier and System of Award Management (SAM)</b>	Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
<b>Article 36</b>	<b>USA Patriot Act of 2001</b>	Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.
<b>Article 37</b>	<b>Use of DHS Seal, Logo and Flags</b>	Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
<b>Article 38</b>	<b>Whistleblower Protection Act</b>	Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
<b>Article 39</b>	<b>Acceptance of Post Award Changes</b>	In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

**Article 40 Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 41 Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

**Article 42 Environmental Planning and Historic Preservation**

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

## Obligating document

<b>1. Agreement No.</b> EMW-2018-FH-00511	<b>2. Amendment No.</b> N/A	<b>3. Recipient No.</b> 94-6000433	<b>4. Type of Action</b> AWARD	<b>5. Control No.</b> WX02684N2019T		
<b>6. Recipient Name and Address</b> VALLEY OF THE MOON FIRE P 630 2ND ST W SONOMA, CA 95476		<b>7. Issuing FEMA Office and Address</b> Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		<b>8. Payment Office and Address</b> FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
<b>9. Name of Recipient Project Officer</b> Steve Akre	<b>9a. Phone No.</b> 7079962102	<b>10. Name of FEMA Project Coordinator</b> Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program		<b>10a. Phone No.</b> 1-866-274-0960		
<b>11. Effective Date of This Action</b> 09/13/2019	<b>12. Method of Payment</b> OTHER - FEMA GO	<b>13. Assistance Arrangement</b> COST SHARING	<b>14. Performance Period</b> 03/11/2020 to 03/10/2023 <b>Budget Period</b> 03/11/2020 to 03/10/2023			
<b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>						
<b>Program Name Abbreviation</b>	<b>Assistance Listings No.</b>	<b>Accounting Data(ACCS Code)</b>	<b>Prior Total Award</b>	<b>Amount Awarded This Action + or (-)</b>	<b>Current Total Award</b>	<b>Cumulative Non-Federal Commitment</b>
SAFER	97.083	2019-F8-GF01 - P431-xxxx-4101-D	\$0.00	\$3,382,458.60	\$3,382,458.60	\$2,102,609.40
Totals			\$0.00	\$3,382,458.60	\$3,382,458.60	\$2,102,609.40
<b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b> N/A						
<b><del>16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</del></b> This field is not applicable for digitally signed grant agreements						



<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>18. FEMA SIGNATORY OFFICAL (Name and Title)</b> <b>Bridget Bean, Acting Assistant Administrator Grant Programs</b> <b>Directorate</b>	<b>DATE</b> <b>09/13/2019</b>

Resolution No: 2019/2020-07  
Dated: October 8, 2019

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY OF THE MOON FIRE PROTECTION DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, ACCEPTING THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT AND APPROVING THE COST SHARE COMMITMENT OVER A PERIOD OF THREE YEARS**

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**WHEREAS**, the District's application to the United States Department of Homeland Security for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant was approved for a total amount of \$3,382,458.60 in Federal funding over a period of three (3) years; and

**WHEREAS**, with acceptance of this award, there is an obligation to provide a cost share amount totaling \$2,102,609.40 over this this three-year period; and

**WHEREAS**, the SAFER budget for fiscal year 2019/20 includes the Federal contribution of \$1,371,267 and a non-federal contribution of \$457,089.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Valley of the Moon Fire Protection District accepts the SAFER grant and its terms. The Board also approves the cost share commitment for fiscal years 2020, 2021, and 2022.

**IN REGULAR SESSION**, the foregoing resolution was introduced by Director \_\_\_\_\_, who moved its adoption, seconded by Director \_\_\_\_\_, and passed by the Board of Directors of the Valley of the Moon Fire Protection District this 8th day of October 2019, on regular roll call vote of the members of said Board:

President Norton	Aye_____	No_____	Absent_____
Director Brunton	Aye_____	No_____	Absent_____
Director Greben	Aye_____	No_____	Absent_____
Director Brady	Aye_____	No_____	Absent_____
Director Leen	Aye_____	No_____	Absent_____
Vote:	Aye_____	No_____	Absent_____

**WHEREUPON**, the President declared the foregoing resolution adopted, and

**SO ORDERED:**

**ATTEST:**

\_\_\_\_\_  
William Norton, President

\_\_\_\_\_  
Brian Brady, Clerk



# Valley of the Moon Fire Protection District

## Board of Directors Meeting


### Agenda Item Summary

October 8, 2019



<b>Agenda Item No.</b>	<b>Staff Contact</b>
10B	Stephen Akre, Fire Chief
<b>Agenda Item Title</b>	
Accept California Office of Traffic Safety Grant	
<b>Recommended Actions</b>	
Accept grant	
<b>Executive Summary</b>	
<p>The SVFRA has been awarded \$94,000 from the Office of Traffic Safety (OTS) to purchase new extrication equipment. This equipment, known as the "jaws of life," will allow the SVFRA to rescue traffic victims more quickly, thus increasing their chances of survival.</p> <p>Funding for this program was provided through the National Highway Traffic Safety Administration.</p>	
<b>Alternative Actions</b>	
Decline to accept grant	
<b>Strategic Plan Alignment</b>	
<p>This program is in alignment with Goal 3: Continue to provide well-maintained facilities, equipment, and technology to enable personnel to perform their jobs safely and efficiently, Objective 3C: Identify the improvements and replacements required to maintain a constant state of readiness for all mobile equipment, and Objective 3D: Identify funding sources to meet this goal.</p>	
<b>Fiscal Summary – FY 19/20</b>	
<b>Expenditures</b>	
Budgeted Amount	\$
Add. Appropriations Req'd.	\$94,000
	\$
<b>Total Expenditure</b>	<b>\$94,000</b>
<b>Funding Source(s)</b>	
District General Fund	\$
Fees/Other	\$
Use of Fund Balance	\$
Contingencies	\$
Grants	\$94,000
<b>Total Sources</b>	<b>\$94,000</b>
<b>Narrative Explanation of Fiscal Impacts (if required)</b>	
<b>Attachments</b>	
State of California OTS Grant Agreement	

<b>GRANT TITLE</b> <b>Regional Collision Response and Extrication Improvement Program</b>	
<b>NAME OF AGENCY</b> <b>Sonoma Valley Fire and Rescue Authority</b>	<b>Grant Period</b>
<b>AGENCY UNIT TO ADMINISTER GRANT</b> <b>Sonoma Valley Fire and Rescue Authority</b>	From: 10/01/2019 To: 09/30/2020
<b>GRANT DESCRIPTION</b> The city/county/fire protection district will serve as the lead agency for a regional extrication equipment distribution grant for their county. The extrication equipment is used by first responders to safely extricate victims trapped in traffic collisions. "Best practice" strategies will be used to reduce the response time for the arrival of appropriate extrication equipment to traffic collision scenes and the time to extricate the victims of traffic collisions, thus increasing survivability. The grant will provide funding for new equipment and training for fire departments without extrication equipment or those that have existing equipment that has reached the end of its usable lifespan and is in need of replacement.	
<b>Federal Funds Allocated Under This Agreement Shall Not Exceed: \$94,000.00</b>	
<p><b>TERMS AND CONDITIONS:</b> The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:</p> <ul style="list-style-type: none"> <li>• Schedule A – Problem Statement, Goals and Objectives and Method of Procedure</li> <li>• Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)</li> <li>• Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)</li> <li>• Exhibit A – Certifications and Assurances</li> <li>• Exhibit B* – OTS Grant Program Manual</li> </ul> <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.</p> <p>These documents can be viewed at the OTS home web page under Grants: <a href="http://www.ots.ca.gov">www.ots.ca.gov</a>.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	

<b>PROJECTED EXPENDITURES</b>						
<b>FUND</b>	<b>CFDA</b>	<b>ITEM/APPROPRIATION</b>	<b>F.Y.</b>	<b>CHAPTER</b>	<b>STATUTE</b>	<b>PROJECTED EXPENDITURES</b>
402EM-20	20.600	0521-0890-101	2019	2019	BA/19	\$94,000.00
				<b>AGREEMENT TOTAL</b>		<b>\$94,000.00</b>
				<b>AMOUNT ENCUMBERED BY THIS DOCUMENT</b>		<b>\$94,000.00</b>
				<b>PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT</b>		<b>\$ 0.00</b>
<i>I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i>						
OTS ACCOUNTING OFFICER'S SIGNATURE 			DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE <b>\$94,000.00</b>	

**1. PROBLEM STATEMENT**

The Valley of the Moon Fire Protection District, operating as the Sonoma Valley Fire & Rescue Authority (SVFRA), provides all-risk fire, rescue, and emergency medical services to the communities of Agua Caliente, Boyes Hot Springs, City of Sonoma, Diamond-A, El Verano, Fetters Hot Springs, Glen Ellen, Temelec, and Seven Flags. In 2002, the City of Sonoma and Valley of the Moon Fire Protection District entered into a Joint Powers Agreement creating a public entity known as the Sonoma Valley Fire & Rescue Authority. The purpose of the Authority was to eliminate duplication of equipment, personnel and resources, control costs, and provide higher levels of fire and rescue services to both communities.

In 2011, the City of Sonoma signed a contract for fire and emergency medical services with the Valley of the Moon Fire Protection District to further eliminate duplication of administrative services. The Fire District now serves as the employer of both employee groups. In 2017, the Glen Ellen Fire Protection District entered into a staffing contract to provide 24-hour paramedic engine coverage in the Glen Ellen station with Valley of the Moon employees. All Glen Ellen Fire employees became Valley of the Moon Fire employees.

The City and Districts realize substantial benefits to the citizens and taxpayers by employing common equipment, resources, and personnel under consolidated administration and operations.

The District maintains four career fire stations and two volunteer-staffed stations, an administrative office, and a maintenance facility. The District staffs six companies: four Paramedic Engine Companies, two ALS Ambulances and a Battalion Chief. The District also staffs an assortment of specialized equipment through the supplemental staffing of 51 dedicated volunteer firefighters. This equipment includes a ladder truck, 2 rescues, 2 water tenders, and five additional engines. A large animal rescue trailer and a technical rescue trailer are also available.

State Highway 12 runs from one end of Sonoma Valley to the other. Other county roads are also heavily traveled by citizens, commerce and tourism as well. All of the roads are un-divided, the majority of which are two lane. Sonoma Valley Fire currently has a variety of extrication equipment. Not all equipment is compatible as it is of various ages and brands. The newest equipment is from an OTS grant in 2006.

This grant would allow for state of the art, modern and effective extrication and stabilization equipment to be placed on all front line 24-hour staffed apparatus and be delivered to an emergency scene where it can be used efficiently and effectively to extricate and remove trapped victims, reducing serious injuries and death. With a limited number of personnel at an emergency scene, having the most capable and reliable equipment available will equate to a more rapid transport of victims and an increase in patient survivability.

**2. PERFORMANCE MEASURES**

**A. Goals:**

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.

**B. Objectives:**

	<b>Target Number</b>
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at <a href="mailto:pio@ots.ca.gov">pio@ots.ca.gov</a> , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Purchase and place fully equipped extrication systems in strategic locations within the jurisdiction.	3
3. Train firefighters in the use of the new equipment.	80
4. Conduct traffic safety presentations with an effort to reach persons and communities.	4
5. Display the OTS funded equipment days during Public Safety Fairs, community festivals and or other Department or community events.	3
6. Notify OTS in the event grant-funded equipment is used to save a life and provide the facts involving the incident.	3
7. Station 2 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 27.5 minutes to 22 minutes.	22
8. Station 3 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 32 minutes to 26 minutes.	26
9. Station 5 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 26 minutes to 20 minutes.	20

**3. METHOD OF PROCEDURE**

**A. Phase 1 – Program Preparation (1<sup>st</sup> Quarter of Grant Year)**

- Determine specific equipment requirements.
- Request equipment vendor price quotation for the required equipment per host agency requirement.
- Submit purchase orders to equipment vendors for purchase of the equipment.

**Media Requirements**

- Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

**B. Phase 2 – Program Operations (Throughout Grant Year)**

- Inventory the new equipment following delivery.
- Disperse equipment to identified recipient agencies.
- Plan a media event announcing the grant funded equipment.
- Recipient agencies will identify training needs and objectives and coordinate instructional staff to conduct a high quality training program for their respective agency.
- Recipient agencies will develop a preventive maintenance schedule for the new equipment following manufacturers' recommendations.

**Media Requirements**

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at [pio@ots.ca.gov](mailto:pio@ots.ca.gov), with a copy to your OTS Coordinator.

The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.

- If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when the release is distributed to the press.
- If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date.
- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
- Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated.

**C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.

- Collect, analyze and report statistical data relating to the grant goals and objectives.

**4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

**5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

**GRANT AGREEMENT**

Schedule B

**EM20009**

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402EM-20	20.600	State and Community Highway Safety	\$94,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
<b>A. PERSONNEL COSTS</b>		
Positions and Salaries		
<u>Full-Time</u>		\$0.00
<u>Overtime</u>		\$0.00
<u>Part-Time</u>		\$0.00
Category Sub-Total		\$0.00
<b>B. TRAVEL EXPENSES</b>		
		\$0.00
		\$0.00
Category Sub-Total		\$0.00
<b>C. CONTRACTUAL SERVICES</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>D. EQUIPMENT</b>		
Fully Equipped Extrication System	20.600	\$94,000.00
Category Sub-Total		\$94,000.00
<b>E. OTHER DIRECT COSTS</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>F. INDIRECT COSTS</b>		
		\$0.00
Category Sub-Total		\$0.00
<b>GRANT TOTAL</b>		<b>\$94,000.00</b>



<b>BUDGET NARRATIVE</b>	
<b>PERSONNEL COSTS</b> -	<b>QUANTITY</b>
<b>TRAVEL EXPENSES</b> -	
<b>CONTRACTUAL SERVICES</b> -	
<b>EQUIPMENT</b> Fully Equipped Extrication System - Generally comprised of a hydraulic pump, fluid, hoses, control valves, and hydraulically actuated spreaders and cutters used primarily for vehicle extrication incidents. It includes every piece of extrication equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired, and costs \$5,000 or more (including tax, shipping, and installation).	3
<b>OTHER DIRECT COSTS</b> -	
<b>INDIRECT COSTS</b> -	
<b>STATEMENTS/DISCLAIMERS</b> There will be no program income generated from this grant.	

**CERTIFICATIONS AND ASSURANCES**  
**HIGHWAY SAFETY GRANTS**  
**(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)**

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs

**NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding

recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

- To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

## **POLITICAL ACTIVITY (HATCH ACT)**

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## **CERTIFICATION REGARDING FEDERAL LOBBYING**

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **RESTRICTION ON STATE LOBBYING**

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

(applies to subrecipients as well as States)

### **Instructions for Primary Tier Participant Certification (States)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions**

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **Instructions for Lower Tier Participant Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

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 participating in covered transactions 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.

**BUY AMERICA ACT**

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**LAW ENFORCEMENT AGENCIES**

All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."



# Valley of the Moon Fire Protection District

## Board of Directors Meeting

### Agenda Item Summary

October 8, 2019



<b>Agenda Item No.</b>	<b>Staff Contact</b>		
10C	Steve Akre, Fire Chief		
<b>Agenda Item Title</b>			
Contract for services with North Bay Fire to provide services for Mayacamas Volunteer Fire Department.			
<b>Recommended Actions</b>			
Approve contract and submit to the North Bay Fire, Inc. Board of Directors for its consideration			
<b>Executive Summary</b>			
Representative Board and staff members from the VOM District, North Bay Fire, and Mayacamas Volunteer Fire Department have met in ad-hoc committee to create the contract for services that is being presented to the Board for approval. If approved, the contract will then be submitted to the North Bay Fire, Inc. Board of Directors for consideration and approval. If the North Bay Fire Board accepts the contract, execution is scheduled to begin on November 1, 2019 for a term of one year, with automatic renewals thereafter.			
<b>Alternative Actions</b>			
Decline to approve contract or propose additional revisions to contract before approval			
<b>Strategic Plan Alignment</b>			
This agreement is in alignment with Goal 5, Objective 5A: Identify the benefits of shared services, and Objective 5C: Incrementally implement changes that enhance delivery of service throughout the region.			
<b>Fiscal Summary – FY 19/20</b>			
<b>Expenditures</b>			
Budgeted Amount	\$	<b>Funding Source(s)</b>	
Add. Appropriations Req'd.	\$	District General Fund	\$
		Fees/Other	\$
		Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts</b>			
The District will be paid \$160,000 per each year of this contract with no required contribution.			
<b>Attachments</b>			
MOU for Shared Services between VOM Fire District and North Bay Fire, Inc.			



MEMORANDUM OF UNDERSTANDING FOR SHARED SERVICES  
BETWEEN VALLEY OF THE MOON FIRE DISTRICT  
AND NORTH BAY FIRE, INC.

This Memorandum of Understanding for Shared Services (MOU) is made and entered into effective November 1, 2019, by and between the Valley of the Moon (“VOMFPD”) and North Bay Fire, Inc. (“NBF”). VOMFPD and NBF are sometimes collectively referred to as the “parties” and singularly as a “party.”

RECITALS

WHEREAS, coordination and cooperation of the parties in the performance of certain fire Administrative and Support Services may lead to efficiencies and economies of scale;

WHEREAS, on March 4, 2019, in response to a request for proposal of the County of Sonoma, VOMFPD through the Sonoma Valley Fire and Rescue Authority, submitted proposed fire services costs to provide fire/EMS/rescue services to Mayacamas Fire Service Area of County Service Area #40 (“CSA-40), which is attached hereto as Exhibit A; and

WHEREAS, effective April 1, 2019, the County of Sonoma has contracted with NBF for the performance of primary fire and emergency services within the boundaries of County Fire Service Area No. 40; and

WHEREAS, VOMFPD and NBF are willing and able to coordinate and cooperate in the performance of those Administrative and Support Services;

WHEREAS, this Agreement is authorized and provided for by Section 13878 of the Health and Safety Code and Title 1, Division 7, Chapter 5, Article 1 (commencing with Section 6500) of the Government Code;

NOW THEREFORE, in consideration for the promises, covenants and agreements as set forth below, VOMFPD and NBF agree as follows:

AGREEMENT

1. Combined Fire Administrative and Support Services

(a) VOMFPD and NBF agree to coordinate and cooperate in the performance of the administrative and support services set forth in Exhibit A attached hereto and incorporated herein by this reference (the “Administrative and Support Services”). As deemed necessary, the Administrative Services may also be performed by the officers(s), employee(s) or volunteer(s) of VOMFPD, NBF, and/or the Mayacamas Volunteer Fire Department, Inc., a 501(c)3 nonprofit corporation (“Mayacamas VFC”).

(b) In the event that Administrative and Support Services are performed by the officers(s), employee(s) or volunteer(s) of the parties pursuant to subparagraph (a) hereto, the level of service provided shall be in accordance with the customary standards of performance of the VOMFPD.

(c) In the event that Administrative and Support Services are performed by the officers(s), employee(s) or volunteer(s) of NBF or the Mayacamas VFC pursuant to subparagraph (a) hereto, the standard of performance, the level and manner of service and the control of personnel so employed shall at all times remain the responsibility of the party whose officer(s), employee(s) or volunteer(s) is/are providing the service.

(d) The parties agree that the Administrative and Support Services provided in the MOU are public services within the meaning of Government Code section 56133(e)(1).

(e) County is specifically intended as a Third Party Beneficiary of this MOU.

## 2. Payment for Services

(a) Based on the scope of Administrative and Support Services provided in Exhibit A, NBF agrees to pay One Hundred and Sixty Thousand dollars (\$160,000.00) per year to VOMFPD for the Administrative and Support Services. NBF shall pay that amount in monthly payments of \$13,333.33 each on the first day of each month during the term of this MOU.

(b) In addition to the annual fee set forth above, the County of Sonoma shall pay Ninety Two Thousand Five Hundred dollars (\$92,500.00) to VOMFPD for equipment replacement as set forth in Exhibit A. This one-time payment shall be made within 60 days of the effective date of this MOU.

(c) The parties may not add additional management or support staff obligating NBF to pay the cost of those positions without both Boards of Directors both parties first approving the positions by Board action.

## 3. Employment/Agency Status

(a) Each person employed in the performance of Administrative and Support Services pursuant to the MOU shall remain the officer, employee or volunteer of his or her respective organization. Persons so employed shall be entitled solely to the rights and privileges given to officers, employees or volunteers of their own respective organization and shall not be entitled, as a result of providing Administrative and Support Services pursuant to this MOU, to any additional rights and privileges which may be given to officers, employees or volunteers of the other party.

(b) For the purpose of performing Administrative and Support Services, and for the purpose of giving official status to the performance thereof where necessary, every officer, employee and volunteer engaged in the performance of Administrative and Support

Services shall be deemed to be an agent of the VOMFPD for which the services are performed, but only to the extent necessary for the performance of those services. Notwithstanding the agency relationship created by this subparagraph, no party shall be liable for any act or omission of any officer, employee or volunteer of the other party, except as otherwise specifically provided elsewhere in this MOU.

4. Term of MOU

The initial term of this MOU shall commence on November 1, 2019 and shall expire on October 31, 2020. At the end of the initial term, this MOU shall be automatically renewed for a period of one year, and shall thereafter be automatically renewed each year unless either party notifies the other six (6) months in advance of the beginning of a new term of the party's decision to terminate this MOU. The initial term together with each and any renewal term shall constitute the term of this MOU.

5. Indemnification

VOMFPD agrees to accept all responsibility for loss or damage to any person or entity, including NBF and County, and to indemnify, hold harmless, and release NBF and County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including VOMFPD, that arise out of, pertain to, or relate to VOMFPD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. VOMFPD agrees to provide a complete defense for any claim or action brought against NBF and County based upon a claim relating to such VOMFPD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. VOMFPD's obligations under this Section apply whether or not there is concurrent or contributory negligence on NBF or County's part, but to the extent required by law, excluding liability due to NBF or County's conduct. NBF and County shall have the right to select its legal counsel at VOMFPD's expense, subject to VOMFPD's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for VOMFPD or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance.

(a) The NBF and County shall maintain property insurance and auto liability insurance on vehicles owned by the NBF or County.

(b) The current stand-alone insurance policy through VFIS covering CSA 40 and the Volunteer Fire Companies (providing property and equipment first party coverage, auto liability, general liability, management liability, and crime coverages) will be maintained by NBF and County. VOMFPD shall reimburse the County for the cost of this policy within 30 days of receipt of the invoice. VOMFPD shall be named as an additional insured on such VFIS policies. NBF reserves the right to source equivalent coverage

through other carriers at the NBF's discretion, or to amend coverages and limits at the NBF's discretion.

(c) NBF and County shall be named as additional insured on VOMFPD insurance policies.

(d) The NBF and County shall provide workers' compensation insurance for the volunteers of the volunteer fire companies operating within CSA 40 when the volunteers are acting in their capacity as volunteer firefighters for CSA 40. VOMFPD shall reimburse the County for the cost of workers' compensation insurance within 30 days of receipt of the invoice.

7. General Termination

Neither party may terminate this MOU within the initial term of the MOU without written agreement by both parties. Following the initial term, either party may terminate this MOU with or without cause upon six (6) months advance written notice to the other party.

8. Method and Place of Giving Notice, Submitting Invoices and Making Payments

All notices and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, and payments sent by mail shall be addressed as follows:

Valley of the Moon Fire Protection District  
603 2<sup>nd</sup> Street West  
Sonoma, CA 95476

North Bay Fire, Inc.  
3825 Bodega Avenue  
Petaluma, CA 94952

When so addressed, notices, invoices, and payments shall be deemed given upon receipt via United States mail, postage prepaid, provided they are forwarded "registered" or "certified" with proof of receipt. In all other instances, notices, invoices, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the persons to whom notices, invoices, and payments are to be given by giving notice pursuant to this paragraph.

9. Compliance with Law

Each party hereby warrants to the other that it will comply with the requirements of applicable federal, state, and local laws, rules, and regulations in the performance of its duties hereunder.

10. Miscellaneous Provisions

(a) This MOU contains all the agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This MOU may only be modified in writing, signed by both parties at the time of the modification. This MOU may not be modified or waived by any oral agreement, whether executed or unexecuted.

(b) Neither party hereto shall assign or transfer any interest in this MOU, or any duty hereunder without the written consent of the other, and no assignment or transfer shall be of any force of effect whatsoever unless and until the other party shall have so consented.

(c) The waiver by either party of any breach of any of the provisions of this MOU shall not constitute a continuing waiver of any subsequent breach of the same, or of any other provision, of this MOU.

(d) To the fullest extent allowed by law, the provisions of this MOU shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

(e) In the event either party brings an action or proceeding for damages arising out of the other's performance or to establish the right or remedy of either party under this MOU, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as part of such action or proceeding, including nonreimbursable litigation expenses such as expert witness fees and investigation expenses. No lawsuit pertaining to any matter arising out of or under this Agreement shall be instituted in any state other than California.

(f) Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may suspend any performance for which the agreed return has not been received.

(g) There are no intended third-party beneficiaries of the Agreement.

(h) The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

IN WITNESS WHEREOF, the parties hereto have executed this MOU effective on the day and year first written above.

Valley of the Moon Fire Protection District

By: \_\_\_\_\_  
President, Board of Directors

North Bay Fire, Inc.

By: \_\_\_\_\_  
President, Board of Directors

Approved as to form.

County of Sonoma

By: \_\_\_\_\_  
County Administrator

**EXHIBIT A**  
**SCOPE OF WORK**

*(To be presented at the 10/8/19 regular Board Meeting)*