



Valley of the Moon Fire Protection District



Board of Directors Meeting

August 13, 2019



Valley of the Moon Fire Protection District

Board of Directors Meeting

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

Tuesday, August 13, 2019 at 6:00 P.M.
Location: Sonoma Valley Fire & Rescue Authority Station 1
630 2nd 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, and Director Brady.
Director Leen is excused.

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 July 9, 2019. **Action Item**

8. FIRE CHIEF'S MONTHLY REPORT

Chief's activity report for July 2019

9. OLD BUSINESS

10. NEW BUSINESS

- a) Resolution 2019/2020-03 – Approval of temporary reassignment of two (2) Apprentice Firefighter Paramedic positions to two (2) full-time Firefighter Paramedic positions and approval of one (1) 40-hour-per-week Firefighter Paramedic assignment. **Action Item with roll call vote**

- b) Resolution 2019/2020-04 – Agreement No. 7FG19040 for the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978 between the Department of Forestry and Fire Protection and Valley of the Moon Fire Protection District on behalf of Glen Ellen Fire Protection District. **Action Item with roll call vote**
- c) Resolution 2019/2020-05 – Agreement No. 7FG19071 for the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978 between the Department of Forestry and Fire Protection and Valley of the Moon Fire Protection District on behalf of Mayacamas Volunteer Fire Department. **Action Item with roll call vote**

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 September 10, 2019 at 6:00 p.m. in the Training Room of Sonoma Valley Fire & Rescue Authority Station 1, located at 630 2nd 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 2nd 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

August 13, 2019



Agenda Item No.		Staff Contact	
7		Georgette Darcy, Admin. Analyst/Secretary to Board	
Agenda Item Title			
Approval of minutes for regular meeting of July 9, 2019			
Recommended Actions			
Approve the minutes			
Executive Summary			
The minutes have been prepared for Board review and approval.			
Alternative Actions			
Correct or amend minutes prior to approval			
Strategic Plan Alignment			
Not applicable			
Fiscal Summary – FY 19/20			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Not required			
Attachments			
Minutes for July 9, 2019 regular meeting			

VALLEY OF THE MOON FIRE PROTECTION DISTRICT

BOARD OF DIRECTORS MEETING MINUTES

July 9, 2019

1. CALL TO ORDER

President Norton called the meeting to order at 6:00 p.m.

2. ROLL CALL & DETERMINATION OF A QUORUM

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

3. PLEDGE OF ALLEGIANCE

Director Leen led the Pledge of Allegiance.

4. CONFIRMATION OF AGENDA

No changes were made to the agenda.

5. COMMENTS FROM THE PUBLIC

The meeting was adjourned at 6:01 p.m. for a public hearing.

The Board held a public hearing for the purpose of setting a "Unit of Risk" special tax for fiscal year 2019/20, as stated in Ordinance 26-R, Section VI, entitled "Report and Hearing on Special Tax." The Board is also holding a public hearing for the purpose of setting the Prop. 4 Limit for fiscal year 2019/20, pursuant to the provisions of State Government Code Section 7910.

The meeting resumed at 6:02 p.m. The hearing did not proceed, as there were no members of the public in attendance.

6. PRESENTATIONS

None

7. CONSENT CALENDAR

Approval of minutes for regular meeting of June 11, 2019

M/S/P Leen/Brady to approve minutes for regular meeting of June 11, 2019. Passed 3 ayes

8. FIRE CHIEF'S MONTHLY REPORT

Fire Chief Akre gave his activity report for June 2019.

9. OLD BUSINESS

None

10. NEW BUSINESS

- a) Resolution 2019/2020-01 declaring Proposition 4 limit for fiscal year 2019/20

M/S/P Leen/Brady to declare Proposition 4 limit for fiscal year 2019/20. Passed 3 ayes

- b) Resolution 2019/2020-02 setting the special tax "unit of risk" for fiscal year 2019/20

M/S/P Brady/Leen to set the special tax "unit of risk" for fiscal year 2019/20. Passed 3 ayes

- c) Approve increasing the consulting budget item by \$7,500 to allow the SVFRA to enter into an agreement with AP Triton Consulting for the purpose of updating the fee schedule and approve the agreement

M/S/P Brady/Leen to increase consulting budget by \$7,500 for AP Triton agreement, which the Board approved. Passed 3 ayes

11. OTHER BUSINESS TO COME BEFORE THE BOARD

None

12. COMMENTS FROM THE FLOOR

Chief Akre announced that the SCFDA meeting will be held on July 25th and will be hosted by Geyserville FPD at Station 1. Please RSVP to Georgette by July 18th.

13. COMMENTS/REPORTS FROM THE BOARD

Director Leen praised SVFRA staff for its efforts in putting on the 4th of July Parade and Fireworks Show. He mentioned that he will not be able to attend the regular meeting on August 13th.

14. CLOSED SESSION

None

15. ADJOURNMENT

The meeting was adjourned at 7:08 p.m. to a regular meeting on August 13, 2019, at 6:00 p.m., in the Training Room of Station 1, located at 630 2nd Street West in Sonoma.

Respectfully submitted,

Georgette Darcy

President Norton

Director Brunton

Director Greben

Director Brady

Director Leen



Valley of the Moon Fire Protection District

Board of Directors Meeting

Agenda Item Summary

August 13, 2019



Agenda Item No.	Staff Contact
10A	Stephen Akre, Fire Chief

Agenda Item Title

Resolution 2019/2020-03 – Approval of temporary reassignment of two (2) Apprentice Firefighter Paramedic positions to two (2) full-time Firefighter Paramedic positions and approval of one (1) 40-hour-per-week Firefighter Paramedic assignment

Recommended Actions

Approve reassignments and new assignment

Executive Summary

In an effort to address immediate and potentially long-term retention issues, the Board is being asked to consider authorizing the temporary reclassification of two (2) Apprentice Firefighter Paramedic positions to full-time Firefighter Paramedic positions. Staff requests that the Board utilize VOM District funds received from the Glen Ellen contract and RDA successor agency surpluses to fund these reclassifications.

And, in a continuing effort to increase engine staffing to our Strategic Plan service levels of 3-0, the Board is asked to consider the authorization of one (1) additional Firefighter Paramedic assignment utilizing existing and approved SVFRA budget funds. If approved, this position will provide an increase in service level to ensure 3-0 staffing during our most difficult period for engine staffing: daytime hours on weekdays.

Alternative Actions

Deny reassignments and/or new assignment

Strategic Plan Alignment

This effort is in alignment with Goal 1: Develop a comprehensive and robust workforce plan that addresses staffing, recruitment, retention, and succession planning and Objective 1A: Develop a revised staffing model to meet current and future community and operational demands.

Fiscal Summary – FY 19/20

Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$76,038
Add. Appropriations Req'd.	\$76,038	Fees/Other	\$
	\$	Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
Total Expenditure	\$76,038	Total Sources	\$76,038

Narrative Explanation of Fiscal Impacts (if required)

Attachments

1. Side Letter of Agreement
2. Resolution 2019/2020-03

Valley of the Moon Fire Protection District

and

Sonoma Valley Professional Firefighters' Association, IAFF Local 3593

July 1, 2018 to June 30, 2020 Memorandum of Understanding (MOU)

Side Letter of Agreement

Appendix A:

40 Hour per week Firefighter Paramedic Assignment

1. 40-hour Firefighter Paramedic will receive an hourly rate consistent with the monthly salary identified in the salary schedule for shift Firefighter Paramedics. The 40-hour Firefighter Paramedic will receive a 3% differential in compensation in lieu of FLSA pay.
2. The 40-hour Firefighter Paramedic will accrue the same rates of vacation as the Training Officer and the Fire Mechanic.
3. The 40-hour Firefighter Paramedic's work week schedule shall be determined by the Operations Chief.
4. Shift coverage overtime shall not interfere with the 40-hour Firefighter Paramedic's primary duties, and the employee will still be expected to work the regularly assigned 40-hour work week. Shift coverage overtime will be compensated at the employee's current step of the shift Firefighter Paramedic's rate.

Valley of the Moon
Fire Protection District

Sonoma Professional Firefighters'
Association IAFF Local 3593

William Norton, President

William Harper, President

Date: _____

Date: _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY OF THE MOON FIRE PROTECTION DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, APPROVING TEMPORARY REASSIGNMENT OF TWO APPRENTICE FIREFIGHTER POSITIONS, ONE ADDITIONAL FIREFIGHTER ASSIGNMENT, AND SIDE LETTER OF AGREEMENT BETWEEN THE SONOMA VALLEY PROFESSIONAL FIREFIGHTERS' ASSOCIATION, IAFF LOCAL 3593, AND THE VALLEY OF THE MOON FIRE PROTECTION DISTRICT

WHEREAS, the Board of Directors of the Valley of the Moon Fire Protection District, by approval of Resolution 2018/2019-05, dated July 26, 2018, amended the salary and benefit schedule of employees covered by the Memorandum of Understanding effective July 1, 2018 through June 30, 2020; and

WHEREAS, the Board of Directors of the Valley of the Moon Fire Protection District, by approval of Resolution 2018/2019-08, dated February 12, 2019, approved a side letter of agreement for employees covered by the Memorandum of Understanding effective July 1, 2018 through June 30, 2020; and

WHEREAS, representatives of the Valley of the Moon Professional Firefighters' Association, IAFF Local 3593, have met and conferred with the District regarding the temporary reassignment of two (2) Apprentice Firefighter Paramedic positions to two (2) full-time Firefighter Paramedic positions; and

WHEREAS, representatives of the Valley of the Moon Professional Firefighters' Association, IAFF Local 3593, have met and conferred with the District regarding the creation of one (1) 40-hour-per-week Firefighter Paramedic assignment; and

WHEREAS, the attached Side Letter of Agreement outlines a revision to Appendix 'A,' in the July 1, 2018 through June 30, 2020 Memorandum of Understanding to include the 40-hour-per week Firefighter Paramedic assignment.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors approves the temporary reassignment of two (2) Apprentice Firefighter Paramedic positions to two (2) full-time Firefighter Paramedic positions, effective August 14, 2019.

BE IT FURTHER RESOLVED, the Board of Directors approves the creation of one (1) 40-hour-per-week Firefighter Paramedic assignment, effective September 2, 2019, and the Side Letter of Agreement to revise Appendix 'A' of the Memorandum of Understanding effective July 1, 2018 through June 30, 2020.

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 13th day of August 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

August 13, 2019



Agenda Item No.		Staff Contact	
10B		Stephen Akre, Fire Chief	
Agenda Item Title			
Resolution 2019/2020-04 – Agreement No. 7FG19040 for the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978 between the Department of Forestry and Fire Protection and Valley of the Moon Fire Protection District on behalf of Glen Ellen Fire Protection District			
Recommended Actions			
Approve agreement and signatory authorization			
Executive Summary			
Glen Ellen Fire Protection District has received a grant not to exceed \$16,065, for fiscal year 2019/20, for cost-share funds from the Dept. of Forestry and Fire Protection, through the Volunteer Fire Assistance Program, to upgrade its capability to organize, train, and equip local forces for fire protection.			
The VOM District Board, on behalf of the Glen Ellen Fire Protection District, upon approval of this agreement, authorizes Chief Akre to sign and execute said agreement and any amendments.			
Alternative Actions			
Deny approval and/or signatory authorization			
Strategic Plan Alignment			
This effort is in alignment with Goal 4, Objective 4C: Explore future budgetary opportunities.			
Fiscal Summary – FY 19/20			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Attachments			
1. Grant Agreement 7FG19040			
2. Resolution 2019/2020-04			

State of California
 Dept. of Forestry and Fire Protection (CAL FIRE)
 Cooperative Fire Programs
 GRANT AGREEMENT

APPLICANT:

PROJECT TITLE: Volunteer Fire Assistance Program

GRANT AGREEMENT: 7FG19040

PROJECT PERFORMANCE PERIOD IS from Upon Approval through June 30, 2020.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed \$16,065.00 (or project costs, whichever is less)

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA
 DEPARTMENT OF FORESTRY
 AND FIRE PROTECTION**

Applicant	
By _____	By _____
Signature of Authorized Representative	Title: Gabrielle Avina Staff Chief, Cooperative Fire Programs
Title _____	
Date _____	Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$16,065.00	GRANT AGREEMENT NUMBER 7FG19040	PO ID		
ADJ. INCREASING ENCUMBRANCE \$ 0.00	SUPPLIER ID			
ADJ. DECREASING ENCUMBRANCE \$ 0.00	PROJECT ID 354019DG2012128	ACTIVITY ID SUBGNT		
UNENCUMBERED BALANCE \$16,065.00	GL UNIT 3540	BUD REF 001	FUND 0001	ENY 2019
REPORTING STRUCTURE 35409206	SERVICE LOC	ACCOUNT 5340580	ALT ACC 5340580002	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER	DATE
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**VOLUNTEER FIRE ASSISTANCE PROGRAM
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

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

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and _____

_____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

- 1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
- 2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
- 3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

- 4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
- 5. **TIMELINESS: Time is of the essence in this Agreement.**
- 6. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2019 or LOCAL AGENCY will forfeit the funds.**
- 7. **GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.**

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2019 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2020.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2020 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.
LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

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

LOCAL AGENCY: _____

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

**STATE: Department of Forestry and Fire Protection
 Grants Management Unit, Attn: Megan Esfandiary
 P. O. Box 944246
 Sacramento, California 94244-2460
 PHONE: (916) 653-3649**

- 12. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
- 13. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
- 14. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
- 15. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
- 16. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

17. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
18. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
21. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;

- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

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

22. **TERM:** The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2020.
23. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
24. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY OF THE MOON FIRE PROTECTION DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, ON BEHALF OF GLEN ELLEN FIRE PROTECTION DISTRICT, APPROVING DEPARTMENT OF FORESTRY AND FIRE PROTECTION AGREEMENT NO. 7FG19040 FOR SERVICES FROM THE DATE OF LAST SIGNATORY ON PAGE 1 OF THE AGREEMENT TO JUNE 30, 2020 UNDER THE VOLUNTEER FIRE ASSISTANCE PROGRAM OF THE COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978

BE IT RESOLVED, by the Board of Directors of the Valley of the Moon Fire Protection District/Glen Ellen Fire Protection District that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2019/20 up to and no more than the amount of \$16,065.

BE IT FURTHER RESOLVED, Fire Chief Stephen Akre is hereby authorized to sign and execute said Agreement and any amendments on behalf of the Valley of the Moon Fire Protection District/Glen Ellen Fire Protection District.

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 13th day of August 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

August 13, 2019



Agenda Item No.		Staff Contact	
10C		Stephen Akre, Fire Chief	
Agenda Item Title			
Resolution 2019/2020-05 – Agreement No. 7FG19071 for the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978 between the Department of Forestry and Fire Protection and Valley of the Moon Fire Protection District on behalf of Mayacamas Volunteer Fire Department			
Recommended Actions			
Approve agreement and signatory authorization			
Executive Summary			
Mayacamas Volunteer Fire Department has received a grant not to exceed \$16,065, for fiscal year 2019/20, for cost-share funds from the Dept. of Forestry and Fire Protection, through the Volunteer Fire Assistance Program, to upgrade its capability to organize, train, and equip local forces for fire protection.			
The VOM District Board, on behalf of the Mayacamas Volunteer Fire Department, upon approval of this agreement, authorizes Chief Akre to sign and execute said agreement and any amendments.			
Alternative Actions			
Deny approval and/or signatory authorization			
Strategic Plan Alignment			
This effort is in alignment with Goal 4, Objective 4C: Explore future budgetary opportunities.			
Fiscal Summary – FY 19/20			
Expenditures		Funding Source(s)	
Budgeted Amount	\$	District General Fund	\$
Add. Appropriations Req'd.	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
		Contingencies	\$
		Grants	\$
Total Expenditure	\$	Total Sources	\$
Narrative Explanation of Fiscal Impacts (if required)			
Attachments			
1. Grant Agreement 7FG19071			
2. Resolution 2019/2020-05			

**State of California
Dept. of Forestry and Fire Protection (CAL FIRE)
Cooperative Fire Programs
GRANT AGREEMENT**

APPLICANT:

PROJECT TITLE: Volunteer Fire Assistance Program

GRANT AGREEMENT: 7FG19071

PROJECT PERFORMANCE PERIOD IS from Upon Approval through June 30, 2020.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed **\$16,065.00** (or project costs, whichever is less)

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant	
By _____	By _____
Signature of Authorized Representative	Title: Gabrielle Avina Staff Chief, Cooperative Fire Programs
Title _____	
Date _____	Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$16,065.00	GRANT AGREEMENT NUMBER 7FG19071	PO ID		
ADJ. INCREASING ENCUMBRANCE \$ 0.00	SUPPLIER ID			
ADJ. DECREASING ENCUMBRANCE \$ 0.00	PROJECT ID 354019DG2012128	ACTIVITY ID SUBGNT		
UNENCUMBERED BALANCE \$16,065.00	GL UNIT 3540	BUD REF 001	FUND 0001	ENY 2019
REPORTING STRUCTURE 35409206	SERVICE LOC	ACCOUNT 5340580	ALT ACC 5340580002	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER	DATE
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**VOLUNTEER FIRE ASSISTANCE PROGRAM
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

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

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and _____

_____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **TIMELINESS: Time is of the essence in this Agreement.**
6. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2019 or LOCAL AGENCY will forfeit the funds.**
7. **GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.**

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2019 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2020.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2020 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.
LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

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

LOCAL AGENCY: _____

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

**STATE: Department of Forestry and Fire Protection
 Grants Management Unit, Attn: Megan Esfandiary
 P. O. Box 944246
 Sacramento, California 94244-2460
 PHONE: (916) 653-3649**

- 12. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
- 13. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
- 14. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
- 15. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
- 16. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

17. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
18. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
21. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;

- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

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

22. **TERM:** The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2020.
23. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
24. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY OF THE MOON FIRE PROTECTION DISTRICT, SONOMA COUNTY, STATE OF CALIFORNIA, ON BEHALF OF MAYACAMAS VOLUNTEER FIRE DEPARTMENT, APPROVING DEPARTMENT OF FORESTRY AND FIRE PROTECTION AGREEMENT NO. 7FG19071 FOR SERVICES FROM THE DATE OF LAST SIGNATORY ON PAGE 1 OF THE AGREEMENT TO JUNE 30, 2020 UNDER THE VOLUNTEER FIRE ASSISTANCE PROGRAM OF THE COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978

BE IT RESOLVED, by the Board of Directors of the Valley of the Moon Fire Protection District/Mayacamas Volunteer Fire Department that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2019/20 up to and no more than the amount of \$16,065.

BE IT FURTHER RESOLVED, Fire Chief Stephen Akre is hereby authorized to sign and execute said Agreement and any amendments on behalf of the Valley of the Moon Fire Protection District/ Mayacamas Volunteer Fire Department.

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 13th day of August 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