RECOMMENDED ACTION AND JUSTIFICATION:

Authorize the Fire Chief to sign the 2008 FEMA Assistance to Firefighters Grant (AFG) Award in the total amount of $350,087 for the purchase of Personal Protection Equipment (PPE), Pages, and Laundry Equipment. This grant was one of four separate applications approved by the Board and requires a 5% cost share in the amount of $17,504.

This grant will allow the purchase of 70 sets of structure, wildland, and EMS PPE as well as 70 pagers and five specialized washer/extractors and drying cabinets for PPE.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board previously approved the request for permission to apply for the grant. This request is to authorize the Fire Chief to accept designated federal funds. The required match is included in the FY2008/2009 budget request. This grant was approved in Round Four of the 2008 program while the first grant from 2007 was not awarded until Round 22.

Board has approved grant applications in the past allowing for the purchase of new safety equipment and apparatus.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Forgo an opportunity to purchase new fire safety equipment.

Financial Impact? (X) Yes  ( ) No  Current FY Cost: $350,087  Annual Recurring Cost: $
Budgeted In Current FY? (X) Yes  ( ) No  ( ) Partially Funded
Amount in Budget: $350,087
Additional Funding Needed:  ---
Source:
Internal Transfer
Unanticipated Revenue  4/5’s vote
Transfer Between Funds  4/5’s vote
Contingency  4/5’s vote
( ) General  ( ) Other

List Attachments, number pages consecutively
[1] Acceptance Letter
[2-7] Agreement Articles

CLERK’S USE ONLY:
Res. No.:  CA-48  Grd. No.: _____
Vote – Ayes: 5  Nocs:  0
Absent:  ___
Approved  ___  Minute Order Attached  ___  No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.
Date:  
Attest:  MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By:  ____________________________
      Deputy

COUNTY ADMINISTRATIVE OFFICER:
Requested Action Recommended
No Opinion
Comments:

CAO:  

 Revised Dec. 2002
Mr. Jim Wilson  
Mariposa County Fire Department  
P. O. Box 162  
Mariposa, California 95338-0162  

Re: Grant No. EMW-2008-FO-03688  

Dear Mr. Wilson:  

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2008 Assistance to Firefighters Grant has been approved. FEMA’s Grant Programs Directorate, in consultation with the U.S. Fire Administration, carries out the Federal responsibilities of administering your grant. The approved project costs total to $350,087.00. The Federal share is 95 percent or $332,583.00 of the approved amount and your share of the costs is 5 percent or $17,504.00.  

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your Grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the Grant and Grant Agreement Articles when you request and receive any of the Federal Grant funds awarded to you.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from DHS.  

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should basically request funds when you have an immediate cash need (i.e. you have a bill in-hand that is due within 30 days).  

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.  

Sincerely,  

[Signature]  

R. David Paulison  
Administrator  

[Website link]
AGREEMENT ARTICLES

ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - Operations and Safety program

GRANTEE: Mariposa County Fire Department

PROGRAM: Operations and Safety

AGREEMENT NUMBER: EMW-2008-FO-03688

AMENDMENT NUMBER:

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Article I - Project Description

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, DHS has determined that the grantee's project submitted as part of the grantee'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 grant application's purpose and worthy of award. Therefore, the grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from DHS.

However, in keeping with this year's program guidance, grantees that have grant funds left over after completing the approved scope of work prior to the end of the period of performance have three options for the use of the excess funds: 1) they may return the unused funds to the Federal government, 2) they may use a maximum of...
$5,000 to expand the activities for which they were awarded, or 3) create or expand an existing fire prevention program. Grantees are encouraged to review the program guidance for more information on this topic.

**Article II - Grantee Concurrence**

By requesting and receiving Federal grant funds provided by this grant program, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. By receiving funds under this grant, grantees agree that they will use the funds provided through the Fiscal Year 2008 Assistance to Firefighters Grant Program in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2008 Assistance to Firefighters Grants program guidance. The grantee agrees that Federal funds under this award will be used to supplement, but not supplant, State or local funds for first responder preparedness. All documents submitted as part of the application are made a part of this agreement by reference.

**Article III - Period of Performance**

The period of performance shall be from **18-JUL-08 to 17-JUL-09**.

The grant funds are available to the grantee for obligation only during the period of performance of the grant award. The grantee is not authorized to incur new obligations after the expiration date unless the grantee has requested, and DHS has approved, a new expiration date. The grantee has 90 days after period of performance to incur costs associated with closeout or to pay for obligations incurred during period of performance. Award expenditures are for the purposes detailed in the approved grant application only. The grantee cannot transfer funds or assets purchased with grant funds to other agencies or departments without prior written approval from DHS.

**Article IV - Amount Awarded**

The amount of the award is detailed on the Obligating Document for Award attached to these articles. Following are the budgeted estimates for each object classes of this grant (including Federal share plus grantee match):

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$0.00</td>
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<tr>
<td>Travel</td>
<td>$0.00</td>
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<tr>
<td>Equipment</td>
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<tr>
<td>Supplies</td>
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<tr>
<td>Contractual</td>
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<tr>
<td>Construction</td>
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<tr>
<td>Other</td>
<td>$24,712.00</td>
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<tr>
<td>Indirect Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$350,087.00</strong></td>
</tr>
</tbody>
</table>

**Article V - Requests for Advances or Reimbursements**

Grant payments under the Assistance to Firefighters Grant Program are made on an advance or reimbursable basis for immediate cash needs. In order to request funds, the grantee must logon to the Fire Grant System using their user id/password (used to submit the application) the grantee fills out the on-line Request for Advance or Reimbursement. If an authorized user needs access to the application but does not have the user id or password, they may be obtained by calling the help desk at 1-866-274-0960.

**Article VI - Budget Changes**

With prior DHS approval, grantees may make changes in funding levels between the object classes (as detailed
in Article IV above), in order to accomplish the grant's scope of work. The grant's scope of work is outlined in the project narrative and in the request details of the grant application. The provisions of this article are not applicable to changes in the budgeted line-items listed in the request details section of the application as the line-items in the request details section (i.e., scope of work) cannot be changed.

**Article VII - Financial Reporting**

The Request for Advance or Reimbursement mentioned above will also be used for interim financial reporting purposes. At the end of the performance period, or upon completion of the grantee's program narrative, the grantee must complete, on-line, a final financial report that is required to close out the grant. The Financial Status Report is due within 90 days after the end of the performance period.

**Article VIII - Performance Reports**

The grantee must submit a semi-annual and a final performance report to DHS. The final performance report should provide a short narrative on what the grantee accomplished with the grant funds and any benefits derived there from. If a grantee's performance period is extended beyond the initial 12-month period, a periodic performance report is due every six month increment until closeout.

**Article IX - DHS Officials**

**Program Officer:** Tom Harrington, Deputy Director of the Grants Program Office, is the Program Officer for this grant program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application.

**Grants Assistance Officer:** Christine Torres is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

**Grants Management Branch POC:** Walter Pickett is the point of contact for this grant award and shall be contacted for all financial and administrative grant business matters. If you have any questions regarding your grant please call 202-786-9524.

**Article X - Other Terms and Conditions**

A. Pre-award costs directly applicable to the awarded grant are allowable if approved in writing by the DHS program office. In order to be reimbursed for items purchased prior to award, grantees must submit a payment request and provide rationale for incurring the costs prior to award. All pre-award expenses should have been disclosed during the award negotiation process. Failure to disclose pre-award expenses during the award negotiation process may affect the costs' eligibility.

B. Quotes obtained prior to submittal of the application - for the purposes of applying for this grant - are not considered to be sufficient to satisfy the requirements for competition as outlined in OMB Circular A-110 below. All bidding activities implemented for competition must be sought and obtained after award, i.e., during the period of performance. Grantees may be jeopardizing their awards if the requirements set forth are not adhered to.

**Article XI - General Provisions**

The following are hereby incorporated into this agreement by reference:

The program's annual Program Guidance.

44 CFR, Emergency Management and Assistance

Part 7 Nondiscrimination in Federally-Assisted Programs
Part 13  Uniform administrative requirements for grants and cooperative agreements to state and local governments

Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-free Workplace (Grants)

Part 18  New Restrictions on Lobbying

31 CFR 205.6 Funding Techniques

OMB Circular A-21 Cost Principles for Educational Institutions

OMB Circular A-87 Cost Principles for State/local Governments, Indian tribes

OMB Circular A-122 Cost Principles for Non-Profit Organizations

OMB Circular A-102 Uniform Administrative Requirements for Grants and Agreements With State and Local Governments Assistance to Firefighters Grant Application and Assurances contained therein.

OMB Circular A-110 Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations Assistance to Firefighters Grant Application and Assurances contained therein.

Article XII- Audit Requirements

All grantees must follow the audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The main requirement of this OMB Circular is that grantees that expend $500,000.00 or more in Federal funds (from all Federal sources) must have a single audit performed in accordance with the circular.

As a condition of receiving funding under this grant program, you must agree to maintain grant files and supporting documentation for three years upon the official closeout of your grant. You must also agree to make your grant files, books, and records available for an audit by DHS, the General Accounting Office (GAO), or their duly authorized representatives to assess the accomplishments of the grant program or to ensure compliance with any requirement of the grant program.

Article XIII- Additional Requirements (if applicable)

Vehicle Awardees:

Vehicle awardees for FY 2008 will be required to include an advance payment bond as part of the contract with their vehicle manufacturer. An advance payment bond is like an insurance policy that protects you in the event that the manufacturer with whom you contracted to build your vehicle cannot fulfill the contract, i.e., cannot finish building your vehicle for any reason. An advance payment bond is a financial tool used to guarantee that, in the event of manufacturer/contractor default, funds will be available to finish the construction of your vehicle and ensure its proper operation. From the vehicle grantee's point of view, the insolvency of a contractor during the construction of a vehicle will most likely result in delayed completion of the vehicle, additional expenses for a different manufacturer/contractor to finish the work, or even loss of grant funds. For this reason, we now require manufacturers/contractors to provide a bond from an independent bank, insurance company or bonding agency so that the vehicle grantees can recover damages they may sustain if the manufacturer/contractors default during the construction of a vehicle. The amount of the bond should be equal to, or greater than, the sum of any payments, compensation and/or consideration provided prior to the delivery of the vehicle. If no down payment is required in the purchase contract, an advance payment bond is not required.

Regardless of whether a performance bond is obtained, each vehicle purchase contract must include a performance clause. The performance clause stipulates a certain date when the vehicle will be delivered by the

vendor. If the vendor does not deliver the vehicle by the date stipulated in the performance clause, penalties are administered to the vendor. These penalties should be of a severity sufficient to provide the vendor with incentive to deliver the vehicle at the earliest possible date but no less than $100 per day.

Regional Hosts:

Grantees that are the hosts of regional projects as provided for in the annual program guidance are accountable for the equipment purchased with grant funds and disbursed to other first-responder organizations under a memorandum of understanding. Responsibility for maintenance of the equipment may be placed in the hands of the recipient if specifically delineated in the memorandum of understanding between the host and the recipient.

Modification to Facilities Requirements:

Modification to facility projects (including renovations associated with equipment installations) are subject to all applicable environmental and historic preservation requirements. Applicants seeking assistance to modify their facilities or to install equipment requiring renovations may undergo additional screening. Specifically, DHS is required to ascertain to what degree the proposed modifications and renovations might affect an applicant’s facility relative to the National Environmental Policy Act, National Historic Preservation Act of 1966, National Flood Insurance Program regulations, and any other applicable laws and Executive Orders. No project that involves a modification to facility can proceed – except for project planning – prior to formal written approval from DHS. If your award includes a modification to a facility, you are responsible for contacting the Program Office so you can be given direction on how to proceed; your contact in the AFG Program Office is Stephen.pezzetti@dhs.gov. Noncompliance with these provisions may jeopardize an applicant’s award and subsequent funding.

Grants Management Adjustments to Original Application (if applicable):
**FEDERAL EMERGENCY MANAGEMENT AGENCY**
**OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1. AGREEMENT NO. EMW-2008-FO-03588

2. AMENDMENT NO. 0

3. RECIPIENT NO. 94-6000880

4. TYPE OF ACTION AWARD

5. CONTROL NO. W437663N

6. RECIPIENT NAME AND ADDRESS
   Mariposa County Fire Department
   5082 Bullion St
   Mariposa California. 95338-0162

7. ISSUING OFFICE AND ADDRESS
   Grants Management, Operations Directorate
   245 Murray Lane - Building 410, SW
   Washington DC. 20528-7000
   POC: Walter Pickett 202-786-9524

8. PAYMENT OFFICE AND ADDRESS
   FEMA, Financial Services Branch
   500 C Street, S.W., Room 733
   Washington DC. 20472

9. NAME OF RECIPIENT PROJECT OFFICER
   Jim Wilson

10. PHONE NO. 2099664330

11. NAME OF PROJECT COORDINATOR
    Tom Harrington

12. PHONE NO. 1-866-274-0960

13. EFFECTIVE DATE OF THIS ACTION
    18-JUL-08

14. METHOD OF PAYMENT
    SF-270

15. DESCRIPTION OF ACTION
    a. (Indicate funding data for awards or financial changes)

<table>
<thead>
<tr>
<th>PROGRAM NAME</th>
<th>CFDA NO.</th>
<th>ACCOUNTING DATA (ACCS CODE)</th>
<th>PRIOR TOTAL AWARD</th>
<th>AMOUNT AWARDED THIS ACTION + OR (-)</th>
<th>CURRENT TOTAL AWARD</th>
<th>CUMMULATIVE NON-FEDERAL COMMITMENT</th>
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<td>$332,583.00</td>
<td>$17,504.00</td>
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<td>TOTALS</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$332,583.00</td>
<td>$332,583.00</td>
<td>$17,504.00</td>
</tr>
</tbody>
</table>

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

14a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

14b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above:

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
   N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
   Parrela Greene

   DATE 14-JUL-08