RESOLUTION - ACTION REQUESTED 2015-347

MEETING: July 14, 2015

TO: The Board of Supervisors

FROM: Mary Hodson, CAO

RE: Approval of Title III Project - Fire Safe Council

RECOMMENDATION AND JUSTIFICATION:
Approve the Grant Agreement for the Use of Title III Funding from the Secure Rural Schools and Community Self-Determination Act of 2000 for the Continued Funding of the Mariposa County Fire Safe Council from July 1, 2015, through June 30, 2017, in the Amount of $59,380 per fiscal year; Authorize the Board of Supervisors Chair to Sign the Agreement. This funding proposal meets the criteria to receive Title III funding by supporting the efforts of Firewise Communities (Fire Safe Councils). A description of the proposal was published in the publication of record on May 28, 2015, and the 45-day comment period has ended. No comments to date have been received.

The Forest Reserve Fund has a cash balance of $46,627. To date the Federal government has not yet re-authorized additional funding beyond Federal Fiscal Year 2015 for this program. The 2015 funding amount is expected to be $41,193 and will be received in September 2015. Funding re-authorization beyond Federal Fiscal Year 2015 will not be confirmed until the Federal Budget is adopted. If the program is re-authorized, the County can anticipate receiving approximately $40,000. Considering the current fund balance and funding requests, staff estimates that if Federal Fiscal Year 2016 is funded there will be sufficient funding to complete the contract. Should Federal Fiscal Year 2016 funding not be re-authorized there will be insufficient funding to fully pay the second year of the contract. The Agreement contains a termination clause for insufficient funding so if the funding is not re-authorized, the Board may terminate this Agreement or direct staff to use another funding source.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 19, 2015 the Board of Supervisors gave direction to begin the 45-day comment period on funding the Mariposa County Fire Safe Council with Title III funds.

On April 7, 2015, the Board adopted Resolution 2015-143, approving a budget action reducing General Fund contingency by $20,000 to fully fund the Fiscal Year 2014-15 agreement with the Mariposa County Fire Safe Council, because it was unknown at the time if the Federal government would re-authorize the funding.
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On March 17, 2015, the Board of Supervisors received a presentation by the Fire Safe Council and gave direction to staff to bring an item back with the appropriate budget action to fully fund the remainder of the current Fire Safe Council Agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Grant Agreement. The Mariposa County Fire Safe Council will need to seek funding from another source which may jeopardize their grant funding.

FINANCIAL IMPACT:
The Forest Reserve Fund has a cash balance of $46,627

ATTACHMENTS:
Fire Safe Council Agreement 2015-2017 (DOC)

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson, CAO 7/8/2015

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: John Carrier, District V Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
GRANT AGREEMENT

THIS GRANT AGREEMENT is entered into by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Mariposa County Fire Safe Council, Inc., a California Non-profit Organization, hereinafter referred to as "FIRE SAFE COUNCIL," on the most recent date written below.

WITNESSETH:

WHEREAS, COUNTY received funds from the federal government pursuant to federal legislation known as "Secure Rural Schools and Community Self-Determination Act of 2000" (SR 2008), and

WHEREAS, a portion of the funds received by COUNTY pursuant to SR 2008 are to be expended on Title III projects related to supporting the activities of Firewise Communities programs; and

WHEREAS, Fire Safe Council programs are an acceptable use of funds received by COUNTY pursuant to SR 2008; and

WHEREAS, FIRE SAFE COUNCIL desires to obtain funds from COUNTY to continue fire prevention education, outreach, and planning programs, and to seek additional funding to continue reducing hazardous fuels in Mariposa County; and

WHEREAS, without these funds FIRE SAFE COUNCIL would be unable to continue its efforts to educate residents about the dangers of wildfire and encourage, plan, and implement countywide fuel reduction programs; and

WHEREAS, COUNTY supports the mission of the FIRE SAFE COUNCIL.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. FIRE SAFE COUNCIL agrees to conduct fire prevention education, outreach, and planning programs. FIRE SAFE COUNCIL shall use the funds granted hereunder for administrative support of the FIRE SAFE COUNCIL, to educate residents about the dangers of wildfire, as a grant match, and to purchase educational materials that encourage, plan, and implement countywide fuel reduction.

2. COUNTY shall provide to FIRE SAFE COUNCIL out of funds received by COUNTY pursuant to SR 2008 the sum of FIFTY NINE THOUSAND, THREE HUNDRED, AND EIGHTY DOLLARS AND 00/100 ($59,380.00) per fiscal year for the period commencing on July 1, 2015, and ending on June 30, 2017. COUNTY shall provide the above sum to FIRE SAFE COUNCIL in quarterly installments, when properly invoiced by FIRE SAFE COUNCIL.

3. FIRE SAFE COUNCIL shall keep adequate records of all income and expenditures of the funds granted hereunder and shall provide COUNTY with a detailed accounting on or before August 1, 2016.

4. Upon a breach of any of the terms and conditions contained in this Agreement by FIRE SAFE COUNCIL, COUNTY shall have the authority to cancel the Agreement upon thirty (30) days written notice to FIRE SAFE COUNCIL.
5 COUNTY may terminate this Agreement with thirty (30) days notice prior to the anniversary date of this Agreement upon determination that there is insufficient funding for this Agreement per California State Constitution Article XVI section 18.

6. FIRE SAFE COUNCIL shall maintain its status as a duly authorized non-profit organization during the term of this Agreement.

7. It is the express intention of the parties that FIRE SAFE COUNCIL is an independent Contractor and not an employee, agent, joint venturer or partner of COUNTY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between COUNTY and FIRE SAFE COUNCIL or any employee or agent of FIRE SAFE COUNCIL. Both parties acknowledge that FIRE SAFE COUNCIL is not an employee of COUNTY for state or federal tax purposes. FIRE SAFE COUNCIL shall retain the right to perform services for others during the term of this Agreement.

8. FIRE SAFE COUNCIL shall indemnify and hold COUNTY harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of FIRE SAFE COUNCIL or FIRE SAFE COUNCIL’S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. It is understood that the duty of FIRE SAFE COUNCIL to indemnify and hold COUNTY harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not any insurance policies shall have been determined to apply. By execution of this Agreement, FIRE SAFE COUNCIL acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

8. All records of FIRE SAFE COUNCIL pertaining to this Agreement, including but not limited to all financial records shall be open to inspection by COUNTY upon reasonable notice and during normal business hours.

10. FIRE SAFE COUNCIL shall not assign its obligations under this Agreement without prior written approval of COUNTY.

11. This Agreement constitutes the entire agreement between the parties hereto and may not be modified, amended, or otherwise changed in any manner except by mutual written consent of the parties.

12. This Agreement shall be governed and construed in accordance with the laws of the State of California.

COUNTY OF MARIPOSA

Merlin Jones, Chairman
Mariposa County Board of Supervisors

Date: 7-20-15

ATTEST:

RENE LAROCHE, Clerk of the Board

MARIPOSA COUNTY FIRE SAFE COUNCIL INC.

BOB BARTHOLOMEW, Chairman

Date: 7-9-2015

APPROVED AS TO FORM:

STEVEN W. DAHLEM, County Counsel