BE IT RESOLVED by the Board of Supervisors of the County of Mariposa acting for the Mariposa County Volunteer Fire Departments, State of Calif., in regular session assembled on July 11, 1978, that the County Fire Warden is authorized and directed to execute on behalf of the Mariposa County Volunteer Fire Departments, the contract dated June 28, 1978, between said district and State of California - Department of Forestry providing for federal Grant under Title IV, Rural Development Act of 1972.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, this 11th day of July, 1978, by the following vote:

AYES: Clark, Long, Owings, Weber
NOES: None
ABSENT: Dalton
NOT VOTING: None

CARROLL N. CLARK, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk &
Ex Officio Clerk of the Board
Agreement for DISTRIBUTION OF FUNDS under the Rural Community Fire Protection Program of Title IV, Rural Development Act of 1972 between the State of California and Mariposa County Volunteer Fire Department

THIS AGREEMENT FOR DISTRIBUTION OF FUNDS, made and entered into this 28th day of June, 1978, by and between the State of California acting by and through the Director of the Department of Forestry with approval of the Director of the Department of General Services, hereinafter called the "State" and Mariposa County Volunteer Fire Department, hereinafter called the "Local Agency" covenants as follows:

A. WHEREAS, the State has been approved as an agent of the U.S. Forest Service for the purpose of administering Title IV - Rural Development Act of 1972 (PL 92-419) Rural Community Fire Protection Program, hereinafter referred to as R.D.A., and

B. WHEREAS, the R.D.A. has made funds available to the State for redistribution, under certain terms and conditions to the Local Agency, to assist the Local Agency in upgrading the fire protection capability of the Local Agency, and

C. WHEREAS, the Local Agency desires to participate in said R.D.A.

NOW, THEREFORE, it is mutually agreed that:

(a) The State will grant to the Local Agency, from funds made available to the State by the Federal Government, the sum of $3,000, pursuant to terms and conditions contained in Section II below for specific projects identified in Exhibit A attached hereto. This sum is the sole and maximum payment which the State will make pursuant to this Agreement.
SECTION I

A. Any and all funds granted to the Local Agency under the terms of this Agreement, hereinafter referred to as R.D.A. funds, shall be matched, on a dollar-for-dollar basis, for each project listed on attachment/s hereto identified as Exhibit A. No amount of unpaid "contributed" or "volunteer" labor or services shall be used or considered in calculating the amount "... actually spent ..." by the Local Agency.

B. A project to be funded as contemplated hereunder is defined as a distinct function or two or more closely related functions designed or performed to assist the Local Agency to organize, train and equip local forces in rural areas and communities to prevent, control and suppress fires threatening life, resources, and improvements within the confines of the area of operation of the Local Agency.

C. In the event funds are advanced for two or more separate but closely related projects, the cost sharing formula will be applied to the total cost of such combined projects.

D. Funds advanced or otherwise paid to the Local Agency which are in excess of the amount "earned" by the Local Agency as contemplated in Sections A, B, and C above, shall be returned to the State within 45 days after completion of the project.

E. The State reserves the right to examine and study records of the Local Agency which are relative to a grant under this Agreement for a period ending four years after the "completion" of a project. Completion is herein contemplated to be the date when the funded activity or project is finalized—such as the final training session or evaluation is given for a training program, or a final report is accepted and acted upon for a planning program, or a piece of fire apparatus is equipped and placed in service after acquisition and/or buildup.
F. In the event of any dispute over qualifying expenditures of the Local Agency, the dispute will be decided by the State and its decision shall be binding and final.

G. In the event that the total cost of a funded project exceeds the estimate of costs upon which this grant is made, the Local Agency may reapply for funds to cover the grant share of the actual "overrun". However, there is no assurance that any such funds are or may be available.

H. Expenditure of the funds distributed by the State herein is subject to the same limitations as placed by Title IV of Public Law 92-419, known as the Rural Development Act of 1972, upon expenditure of United States Government funds.

SECTION II

A. The parties hereto agree that the Local Agency, its officers, employees, agents, servants, contractors, volunteers, paid call firemen and others acting on behalf of the Local Agency performing under the terms of this Agreement, are not acting as officers, employees or agents of the State or the Federal Government.

B. The Local Agency agrees to defend, indemnify, save and hold harmless the State, as defined herein, and the Department of Forestry, their officers, agents and employees, against any and all claims, demands, causes of action, or liability of any kind whatsoever arising out of the acts of the Local Agency, its agents or employees in performance of any function provided for under the terms of this Agreement.

C. The term of this Agreement is for a maximum period of one year from the date shown above not to exceed 45 days after any completion date set forth in Exhibit A. It may be extended or amended by mutual consent expressed in writing, subject to approvals required by law.
D. The Local Agency shall submit to the State, prior to the termination date provided in C above, a statement detailing the qualifying expenditures made under Section I, A above.

E. The mailing address of the parties hereto, for all notices, payments, repayments or any other activity required or contemplated under the terms of this Agreement are:

Local Agency: Mariposa County Volunteer Fire Department
5366 Highway 49, Mariposa, CA 95338
and

State: State of California, Department of Forestry,
1416 Ninth Street, Sacramento, California 95814.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Herein Called Local Agency

By ____________________________
Signature

 Typed or Printed Name

Title

STATE OF CALIFORNIA
Department of Forestry

By ____________________________
M. O. Schori, Chief, Fire Protection

APPROVED:

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY

APPLICATION FOR ASSISTANCE (GRANT)
RURAL DEVELOPMENT ACT OF 1972
P.L. 92-419 TITLE IV
RURAL COMMUNITY FIRE PROTECTION

DATE: April 19, 1977

A. Name of Applicant: MARIPOSA COUNTY VOLUNTEER FIRE DEPARTMENT
   Address: 5366 Highway 49
   City: Mariposa
   County: Mariposa
   Zip Code: 95338
   Telephone: 209-966-3622

B. Total cost of project: $9,380.00

C. Total Grant requested (up to 50% of project): $2,505.00

D. Number of communities, total area (sq. mi. or acres), and population to be benefited through contract or written mutual aid agreements
   Communities: 14
   Area: 495,374 ac.
   Population: 8,200.00

E. Grant to be used for
   Technical Assistance
   Safety Equipment X
   Training
   Communications Equipment
   Fire Equipment X*
   Rescue/Medical Equipment

F. Number of emergency responses (annual average)
   Fire: 27
   Rescue: 11
   Medical
   Other

G. Proposed projects (List all individual items to be funded. Attach additional sheets if necessary.)

   ITEMS (group by project type)   UNIT COST   EXTENSION

   15 Safety Clothing sets   167   2,505

   Set includes Turnout coat
   *Although we are not requesting funds to modify excess property vehicles, we would like to be notified of any vehicles under Item 4 Page 2.

   " pants
   " boots
   " helmet
   " face shield
   " gloves

TOTAL PROJECT COST: $9,380.