Groveland Community Services District

BOARD MEETING AGENDA SUBMITTAL

MEETING DATE: September 16, 2020

ITEM SUBMITTED BY: Andrew Murphy, Assistant Fire Chief

SUBMITTAL PREPARED BY: Andrew Murphy, Assistant Fire Chief

AGENDA ITEM: Consideration of adopting a Resolution accepting the CAL FIRE Volunteer Fire Assistance (VFA) Grant in the amount of $549.98

RECOMMENDED ACTION

It is staff's recommendation that the Board approve the attached Resolution allowing the Groveland Community Services District to accept the Volunteer Fire Assistance Grant in the amount of $549.98 and authorizing the General Manager to sign any subsequent documents pertaining to this grant.

BACKGROUND

The primary goal of the Volunteer Fire Assistance Grant (VFA) is intended to assist rural fire protection jurisdictions in the purchase of certain training, safety and communications equipment. Since 1980, the VFA grant has helped firefighters and other first responders to obtain critically needed equipment, protective gear, training and other resources needed to protect the public and emergency personnel from fire and related hazards. The grant program is a 50/50 matching fund grant provided by the United States Forest Service under the Cooperative Forestry Assistance Act of 1978. The program is administered by CAL FIRE. Tuolumne County Fire has applied for and received VFA for the past several years.

The Groveland Community Services District anticipates purchasing the following items:

- (5) Wildland Hose Clamps

ATTACHMENTS

- Resolution 42-2020
- VFA Grant Agreement

FINANCIAL IMPACTS

This is a 50/50 matching grant. The funds were anticipated in the current budget.

California Department of Forestry and Fire Protection
2020-2021 Application for Funding
Cooperative Forestry Assistance Act of 1978
Volunteer Fire Assistance (VFA) Program
Agreement # 7FG 20049

A. Department/Organization

Organization Name: Groveland Community Services District Fire Department

Contact's First Name: Andrew Contact's Last Name: Murphy

Street Address: 18440 Striker Court

Mailing Address: same

City: Sonora County: Tuolumne Zip Code: 95370

State: California CAL FIRE Unit: TCU - Tuolumne-Calaveras Unit

Phone Number: (209) 533-5100 Email Address: andy.murphy@fire.ca.gov

DUNS Number: 11125952

To check to see what your DUNS Number is, or to apply for one, please visit the DUNS Number web page.

B. Area to be served by award (include areas covered by contract or written mutual aid agreements).

Number of Communities: 4 Area: 14.50 square miles

Congressional District #: CA-4

Population: 3,451 Annual Budget: $ 1,720,096.00

Latitude N 37 ° 50 ' 40 " Longitude W 120 13 33 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.

C. Activity: Annual number of emergency incidents.

Fire: 8 + EMS: 355 + Other: 161 = Total: 524

D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

CAL FIRE USE ONLY (Formula-driven)

Total Application Request (up to 50%; $500 minimum, $20,000 maximum)

Project Total Cost: $ 1,099.95

Amount Funded for this Agreement: **$549.98** ME

Organization Name: Groveland Community Services District Fire Department

E. Proposed Project (List individual items for funding. Include tax and shipping in unit cost):

	Type	Item	Quantity	Unit Cost	Item Total
1.	Equipment - Wildland	Wildland Hose Clamp	5	$ 219.99	$ 1,099.95
2.					$ 0.00
3.					$ 0.00
4.					$ 0.00
5.					$ 0.00
6.					$ 0.00
7.					$ 0.00
8.					$ 0.00
9.					$ 0.00
10.					$ 0.00
11.					$ 0.00
12.					$ 0.00
13.					$ 0.00
14.					$ 0.00
15.					$ 0.00
16.					$ 0.00
17.					$ 0.00
18.					$ 0.00
19.					$ 0.00
20.					$ 0.00
21.					$ 0.00
22.					$ 0.00

F. CAL FIRE USE ONLY (Formula-Driven)

Project Total Cost: $ 1,099.95

Organization Name: Groveland Community Services District Fire Department

G. Additional Information. 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977? (Limited to space below)

Groveland CSD Fire provides all risk emergency services to the communities of Groveland, Big Oak Flat, Buck Meadows, and Moccasin. Groveland CSD Fire is a combination fire department, which has one staffed fire station located on Highway 120 in the town of Groveland, CA. It is 24 miles from the entrance to Yosemite, where 4,000,000 people visit per year. This proximity to Yosemite, makes Groveland CSD Fire a truly unique place to work. The call volume is generated by people from all over the world. To stay fiscally responsible, Groveland CSD Fire signed a schedule A contract with CAL FIRE in 2013. The budget for Groveland CSD Fire comes 100% from property taxes, and this has made it difficult to replace essential equipment. It has also made it challenging to stay NFPA compliant. We are requesting funding for five Timberline wildland hose clamps. We are currently using the old style hose clamps that do not clamp properly on the wildland hose that is currently being used. This is a safety hazard, which makes us inefficient, and puts our personnel at risk. Sadly, we do not have money in our budget to make essential upgrades like this. Assistance with purchasing these hose clamps, would alleviate the financial hardship that our district is currently facing.

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advance written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2021. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2021.

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of the applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:

Original Signature Required: Grantee's Authorized Representative

May 12, 2020
Date Signed

Printed Name: Peter Kampa

Title: General Manager

Executed on: 05/12/2020 (Date) at Groveland (City)

Organization Name: Groveland Community Services District Fire Department

Grant Assurances for Cooperative Forestry Assistance Act of 1978
Volunteer Fire Assistance (VFA)

Organization Name: Groveland Community Services District Fire Department

Contact's First Name: Andrew Contact's Last Name: Murphy

Street Address: 18440 Striker Court

Mailing Address: same

City: Sonora County: Tuolumne Zip Code: 95370

State: California CAL FIRE Unit: TCU - Tuolumne-Calaveras Unit

Phone Number: (209) 533-5100 Email Address: andy.murphy@fire.ca.gov

DUNS Number: 11125952

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Volunteer Fires Assistance grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning management, and completion of the grant.

2. Will assure that grant funds are used only for items requested and approved in the application.

3. Assures that all wildland fire response employees (full-time, part-time, or volunteer) are fully equipped with appropriated wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing, and equipment includes:

   - Safety helmet
   - Goggles
   - Ear Protection
   - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
   - Fire-resistant (i.e. Nomex) shirt and pants
   - Gloves
   - Safety work boots
   - Wildland fire shelter
   - Communications Equipment

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.

6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies, and other requirements governing this program.

7. Will comply with USDA Forest Service Civil Rights requirements.

   See the Forest Service Civil Rights literature on their web page.

8. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

   ☑ In compliance with NFPA 1977 and trained in the use of Wildland PPE.

   ☐ Not in compliance with NFPA 1977, but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent: Peter Kampa

Signature of Authorized Agent: Peter Kampa

Title of Authorized Agent: General Manager Date: 05/12/2020

Please submit the completed unsigned application electronically to: CALFIRE.GRANTS@FIRE.CA.GOV.

In addition, please print the application, sign and date, then scan the signed version and send to the email address listed above.

Electronic copy must be submitted by May 21, 2020 at 11:59pm.

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: **7FG20049**

PROJECT PERFORMANCE PERIOD IS from Upon Approval through June 30, 2021.
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 to 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 **$549.98** (or project costs, whichever is less)

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

Groveland Community Services District
Applicant

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

By
Signature of Authorized Representative

Title General Manager

Date September 8, 2020

By

Title: **Gabrielle Avina**
Staff Chief, Cooperative Fire Programs

Date

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING **$549.98**	GRANT AGREEMENT NUMBER **7FG20049**			PO ID	
ADJ. INCREASING ENCUMBRANCE **$ 0.00**	SUPPLIER ID				
ADJ. DECREASING ENCUMBRANCE **$ 0.00**	PROJECT ID 354020DG2012133			ACTIVITY ID SUBGNT	
UNENCUMBERED BALANCE **$549.98**	GL UNIT **3540**	BUD REF **001**	CHAPTER **6/7**	FUND **0001**	ENY **2020**
REPORTING STRUCTURE **35409206**	SERVICE LOC **92698**	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

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 1**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and Groveland Community Services District

_____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, 2020 or LOCAL AGENCY will forfeit the funds.**

7. GRANT AND BUDGET CONTIGENCY 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 2020 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 **$549.98** 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, 2021.** 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, 2021 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 and 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 interested 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: Groveland Community Services District
18440 Striker Ct.
Sonora, CA 95370
Attention: Andrew Murphy
Telephone Number(s): 209-419-4403
FAX Number: 209-533-5103
E-mail Andy.Murphy@fire.ca.gov

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 894-9845

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, 2021.**

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.

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(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 participation in this transaction 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.

Groveland Community Services District — 7FG20049

Organization Name — PR/Award Number or Project Name

Peter Kampa, General Manager

Name(s) and Title(s) of Authorized Representative(s)

September 8, 2020

Signature(s) — Date

Clear Form

Form AD-1048 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

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 and/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," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form 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 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 form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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 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 and/or debarment.

RESOLUTION 42-2020

GROVELAND COMMUNITY SERVICES DISTRICT

RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT FUNDS AWARDED UNDER THE VOLUNTEER FIRE ASSISTANCE PROGRAM OF THE COOPERATIVE FIRE ASSISTANCE ACT OF 1978

WHEREAS, the Groveland Community Services District has been selected to receive an award under the Volunteer Fire Assistance Program; and

WHEREAS, the State of California Department of Forestry and Fire Protection (CAL FIRE) has been approved as an agent of the United States Department of Agriculture for the purpose of administering the Cooperative Forestry Assistance Act of 1978; and

NOW, THEREFORE, BE IT RESOLVED, that this Board of Directors of the Groveland Community Services District does hereby approve the contract dated September 8, 2020 between said District and CAL FIRE to June 30, 2021 for distribution of funds awarded under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978. This contract, No. 7FG20049, provides for an award during the fiscal year 2019/2020 up to and not exceeding the amount of $549.98 with a 50/50 District match in funds.

BE IT FURTHER RESOLVED, that this Board of Directors of the Groveland Community Services District does hereby proclaim that the General Manager is authorized and directed to execute said contract and submit related reports, certifications and reimbursement requests on behalf of the Groveland Community Services District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Groveland Community Services District at a regular meeting thereof, held on this 16th day of September 2020 by the following vote:

AYES:_____

NAYS:_____

ABSENT:_____

_____
Presiding Officer Printed Name and Title

_____
Presiding Officer Signature and Date

Attest:

_____
Clerk/Secretary