

PROCEDURAL GUIDE
FOR
RURAL FIRE CAPACITY PROGRAM



State of California - The Natural Resources Agency
California Department of Forestry and Fire Protection
2022

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INTRODUCTION

This procedural guide addresses procedures for the Rural Fire Capacity (RFC) Program and includes information for the use of grant funds provided by the RFC and administered by the California Department of Forestry and Fire Protection (CAL FIRE). The RFC Grant Program provides funding to organize, train, and equip fire departments in rural areas and rural communities to prevent and suppress fires.

CAL FIRE is responsible for administering grant funds allocated by the U.S. Department of Agriculture (USDA) Forest Service as authorized by the Cooperative Forestry Assistance Act of 1978, and has been authorized to make awards on a matching basis to public entities such as cities, counties, special districts and volunteer fire departments.

AWARDS ARE PROVIDED ON A REIMBURSABLE BASIS. RECIPIENTS MUST COMPLETE THE APPROVED AWARD PROJECT(S) USING LOCAL FUNDS AND THEN BILL CAL FIRE IN ACCORDANCE WITH THE AWARD AGREEMENT IN ORDER TO RECEIVE THE AWARD FUNDS.

PROVISIONS OF THE COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978

The Act provides for financial assistance to organize, train and equip local forces in rural areas and communities to prevent, control and suppress fires threatening life, resources and other improvements. This assistance is available only to communities with a population under 10,000, however groups of smaller communities (at least one being 10,000 people or less) may join together in a combined effort to service more than 10,000 people.

The level of funding expected for California fluctuates on an annual basis. There is approximately \$300,000 in residual funds to be awarded in the current year.

Financial assistance for any project cannot exceed 50% of actual expenditures.

Priority will be given to multi-community projects (serving at least one community under 10,000 people) such as countywide planning, regional coordination groups, and several communities planning protection for an entire rural area.

COMPLYING WITH CIVIL RIGHTS REQUIREMENTS

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination: write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

NATIONAL FIRE PROTECTION ASSOCIATION 1977 AND PERSONAL PROTECTIVE EQUIPMENT

As a result of the recommendation from the 2003 Blue Ribbon Report to the Governor of California, CAL FIRE has included a section in the RFC grant application that states you are certifying that your wildland firefighters are fully equipped with appropriate, approved wildland fire response Personal Protective Equipment (PPE) that meets National Fire Protection Association (NFPA) 1977 *Standard on Protective Clothing and Equipment for Wildland Fire Fighting* and are trained to a proficient level in the use of the PPE.

Departments not currently in compliance with the NFPA 1977 standard for wildland firefighter safety clothing and equipment will only be considered for awards which bring their department into compliance with this standard. This year's consideration for grant awards will place a higher priority for funding reimbursement of firefighter PPE purchases and associated training for those Departments not currently meeting the standard.

HOW FUNDS CAN BE USED

Cost-share funds will be awarded to local governments to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection. Awards will be limited to a minimum of \$500 and a projected maximum of \$20,000.

Further assistance may be provided through loans from other sources of Federal funds for purchase of major items of equipment and facilities.

Proposed projects should be compatible with existing protection of state, county, and local areas. Communities or agencies imposing strict boundary limits, i.e., excluding rural residents will not be considered in this program.

The use of funds for new fire engines and other vehicles are not allowed. However, the cost of the conversion of vehicles obtained through the Federal Excess Personal Property Program (FEPP) to water tenders, engines, brush trucks, and equipment trucks may be funded under the RFC grant.

Training of local fire forces in both wildfire and structural fire techniques is a primary goal of this grant. The program should include a basic training program of at least 40 hours. In addition, an advanced training course of at least 40 hours should be developed.

Communications, for alarm systems and dispatch capabilities, should be considered an integral part of the rural fire department. Funds are available for the development and purchase of radio equipment for dispatching centers, vehicles and alert monitors, and pagers.

Requests for construction projects of any type are NOT fundable.

Requests for HAZMAT, extrication, rescue, medical aid, and other non-fire training costs or materials are NOT fundable.

ELIGIBILITY

Funding for departments must meet at least one of the following qualifications:

1. A single fire department serving a rural area or a rural community with a population of 10,000 or less.
2. Area fire departments (fire districts, townships, etc.) may serve an aggregate population of greater than 10,000 as long as the service area of the fire department includes a rural area or a rural community having a population of 10,000 or less. The RFC funding must be used to benefit the rural population.
3. A single county or town with a population over 10,000 which is served by two or more fire districts operating entirely within the bounds of the county or town may qualify as long as the service area of a given fire department includes a rural area or a rural community or the population of the fire department's jurisdiction is 10,000 or less. The RFC funding must be used for the rural area.
4. A single community with a population greater than 10,000 and having a single fire department with one or more fire stations may qualify. The fire department must have a service area that includes a rural area or community that does not exceed 10,000 population. Also a single community with a population greater than 10,000 which also provides fire protection to an adjoining rural community of 10,000 or less population by contract may also be eligible provided the RFC funding is used entirely to support the rural community.

A single community fire department serving a population greater than 10,000 and not providing protection to a rural area or to a rural community is **not** eligible for RFC financial assistance.

APPLICATION INSTRUCTIONS

Please note that some of the repeated fields between the application and the assurances section will be auto-populated with information already entered along with formula driven sections that cannot be overridden. **Please do not handwrite in answers.** A sample of the application can be found in [Appendix B](#) (page 24). You will be able to save your answers on the application form. **You will need to submit TWO applications. Please attach one application in the fillable format (no signature) AND then print, sign, scan and attach a second signed (DocuSign OK) PDF application. Submit both applications on the same e-mail to CALFIRE.GRANTS@FIRE.CA.GOV**

- Download the fillable application form from the CAL FIRE RFC webpage.
<https://www.fire.ca.gov/grants/>
- **Section A: Department/Organization**
Type in provided boxes:
 - The organization name that is applying for grant funds.
 - The first and last name of the contact person for the organization.
 - The mailing address of the organization including street, city, county, state, and zip code.
 - Use the drop-down menu to find the organization's associated regional CAL FIRE Unit (Go to [REGIONAL CAL FIRE UNIT CONTACT INFORMATION](#) on pages 18-21 in this procedural guide to find the organization's regional CAL FIRE Unit based on county).
 - The phone number and e-mail address for the contact person of the organization.
 - The organization's DUNS number (a link is provided on the application to check the organization's DUNS number or to apply for one. After receiving your DUNS number register it with www.SAM.gov).
- **Section B: Area To Be Served By Award**
Type in provided boxes:
 - The number of communities that would be served by the award.
 - The area to be served in square miles.
 - The Congressional District number of area to be served. Replace the “#” with the appropriate Congressional District number. If unsure of the area's Congressional District number use this link to find it by providing the area's zip code <http://www.house.gov/representatives/find/>.
 - The population number of area to be served.
 - The annual budget of the organization.

- The Latitude and Longitude of area to be served. The 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 organization’s service area for the general area covered by the project. All projects must have a project area.
- **Section C: Activity**
Type in provided boxes:
 - The average annual number of fire incidents.
 - The average annual number of emergency medical services.
 - The average annual number of incidents other than fire and emergency medical services.
 - The total amount of incidents will auto-populate.
- **Section D: Indian Tribal Community** (Fill out only if the project area includes an Indian Tribal Community)
Type in provided boxes:
 - The population of the Indian Tribal Community.
 - The number of acres in the Indian Tribal Community.
 - The number of structures in the Indian Tribal Community.
 - The distance to the nearest fire station in miles from the Indian Tribal Community.
- **Section E: Proposed Project**
 - Use the drop-down menu under the heading “Type” to list what type of item is being requested - Communications, Equipment-Wildland, Equipment-Structural, Safety-Wildland, Safety-Structural, or Training. **Please include tax and shipping in your unit cost.**
 - **Communications** includes anything that can receive communications such as radios, handie talkies, pagers, alarm systems, etc. Towers are not acceptable items even if they are portable.
 - **Equipment-Wildland** includes tangible items that do not fit in the Communications, Safety or Training categories such as hand tools, fire hoses, nozzles, clamps, etc., which will be used for Wildland firefighting. Vehicles are not allowable.
 - **Equipment-Structural** includes tangible items that do not fit in the Communications, Safety or Training categories such as fire hoses, nozzles, clamps etc., which will be used for Structural firefighting. Vehicles are not allowable.
 - **Safety-Wildland** includes PPE for Wildland firefighting such as Nomex suits, hoods, goggles, fire shelters, hydration packs, etc. Medical/first-response/rescue items are not allowable.
 - **Safety-Structural** includes PPE for Structural firefighting such as gloves, turnout pants and coats, hoods, goggles, boots, Self-contained

Breathing Apparatus (SCBA) etc. Medical/first-response/rescue items are not allowable.

- **Training** cost includes any skill learned through videos, books, training components, tuition for training offsite, etc. Out of State training is not allowable.
- Under the heading “Item” type in the name of the item being requested.
- Use the drop-down menu under the heading “Quantity” to select how many units of the item is being requested.
- Under the heading “Unit Cost” type in the dollar amount for the individual cost of the item. Unit cost shall be inclusive of sales tax, shipping, maintenance contracts, etc.
- The total amount (quantity X unit cost) will auto-populate for you under the heading “Item Total.”
- **Section F: Total Application Amount**
 - CAL FIRE USE ONLY. The total amount will auto-populate from Section E’s figures.
- **Section G: Additional Information**
 - Briefly describe the area to be served in the provided box (fire protection system that is in place, the water system that is in place, the equipment being used, the facilities being used, staffing, and hazards faced, etc.).
 - Briefly explain the purpose of the proposed project.
 - State how the request(s) will maintain or bring your organization into compliance with NFPA 1977.
- **Bottom of Page: Signature (For scanned submission)**
 - The grantee’s authorized representative must sign their full name on the line provided
 - The grantee’s authorized representative must date on the line provided.
- **Bottom of Page: Name, Title, Date, City**

Type in provided boxes:

 - The first and last name of grantee’s authorized representative.
 - The title of grantee’s authorized representative.
 - The date the application was completed.
 - The city name where the application was completed.

GRANT ASSURANCES PAGE

- The organization name, the contact’s first and last name, street address, mailing address including street address, city, state and zip code, county name, phone number, e-mail address, and DUNS number will auto-populate from the first page of the application.

- Read the USDA Forest Service Civil Rights literature.
<http://www.fs.fed.us/cr/poster/grants-greenhigh.pdf>
- Check either box:
 - In compliance with NFPA 1977 and trained in the use of wildland PPE.
 - Not in compliance with NFPA 1977, but are applying for grant funding to purchase PPE and/or provide required training.
- Signature:
Type in boxes provided:
 - First and last name of authorized agent of organization.
 - Title of authorized agent of the organization.
 - Date of signature.
 - Authorized agent must sign (DocuSign OK) on the signature line (This is for the scanned submission)
- **Save the completed application on your computer.**

APPLICATION SUBMISSION

Applications are to be submitted by e-mail. **Two (2) submissions are required for your application to be considered, one with signature and one without signature in the original fillable format.**

A printed copy with original signature(s) (or DocuSign signature) is to be scanned and sent as an attachment to the CAL FIRE Grants e-mail address at CALFIRE.GRANTS@FIRE.CA.GOV. **In addition**, the application in its original fillable PDF format, without signature, must also be attached and submitted to the CAL FIRE Grants e-mail address at CALFIRE.GRANTS@FIRE.CA.GOV. **There is no hard copy submission.**

Both application submittals are due to CALFIRE.GRANTS@FIRE.CA.GOV by May 4, 2022 at 11:59 pm.

SUBMISSION STEPS

- Make sure that the application is filled out accurately and completely and that it is saved to your computer.
- Print out the completed application form (6 pages total).
- Sign and date on the appropriate spots (page 4 and 6) (DocuSign signature is OK).
- Scan the completed application and add as an attachment to your submittal e-mail.

- In addition, attach the unsigned application that is still in the fillable format to the same submittal e-mail.
- E-mail both applications as attachments (scanned and signed, and unsigned in fillable format) to the CAL FIRE grants e-mail address: CALFIRE.GRANTS@FIRE.CA.GOV.
 - CC yourself as proof that the application was sent on time.
 - In the subject line type “RFC Application” followed by the fire department’s name.

AWARD NOTIFICATION E-MAIL

If your department/organization’s application is awarded, CAL FIRE will use the e-mail address(s) on your application to notify you. The email will state that your department/organization has been awarded funds and it will contain five (5) attachments:

- Agreement Instructions
- Copy of awarded Application with award amount included
- Six (6) page Grant Agreement
- Board Resolution template with sample
- AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions form

The award notification e-mail will be sent to all awarded applicants in August 2022.

If your department/organization’s application is *not* chosen for RFC grant funds CAL FIRE will use the e-mail address(s) on your application to notify you. Applications denied due to insufficient funds will be kept on file in case additional funds become available.

GRANT AGREEMENT INSTRUCTIONS

Once your organization has been chosen to receive award funds, an e-mail with your grant agreement will be sent to you by CAL FIRE. A sample of the RFC Grant Agreement can be found in [Appendix C](#) (page 30).

- Fill in the official business name of the department on Page 1 next to Applicant. There are two spots: At the top of the page and the middle.

- Fill in the official name of the organization on Page 2, Paragraph 1 of the Terms and Conditions. The name should be the same as the name used on the Board of Resolution and Page 1.
- Fill in the contact information on Page 4, Paragraph 11, Addresses of the Terms and Conditions.
- Have the Official who is authorized by the Resolution sign and date Page 1, Local Agency on the Agreement. The date on the Grant Agreement CANNOT be earlier than the date on the Resolution. Electronic signatures are OK.

BOARD RESOLUTION INSTRUCTIONS AND CORRESPONDING CAL FIRE TEMPLATE

The governing body of your department must adopt a Resolution authorizing its chairperson, fire chief, or any other official to execute the Agreement between your department and CAL FIRE. If your organization does not have a Resolution template, a CAL FIRE Board Resolution template is provided. A sample of the CAL FIRE Board Resolution template can be found on [Appendix E](#) (page 38).

The Resolution must have original Official signatures and either Clerk completed Certification of Resolution Section OR the Official Seal OR a Notary Certification. CAL FIRE will e-mail you the template with a sample and instructions if you are awarded funds.

Below is a sample with instructions on how to fill out the CAL FIRE Board Resolution template.

- #1 Enter the official name of the county, city, district, fire dept., etc.
- #2 Enter the name of the county in which the local agency is located.
- #3 Enter the resolution number.
- #4 Enter the grant number from Agreement, Page 1, Upper Right Corner, if not already entered (i.e. 7GF22xxx).
- #5 Enter the amount from the Terms and Conditions, Page 3, Paragraph 8 (i.e. \$10,000).
- #6 Enter the name and title of official who is authorized by the Board to sign the contract.
- #7 Enter the date, month, and year of the Board meeting at which the resolution is adopted.

- #8 Enter the vote. Use either the names of the Board Members or the number vote in each category (i.e. Ayes: 4, Nays: 0, Absent: 1).
- #9 Signatures of Board Members signing resolution. Must be different than the official authorized to sign the Agreement in number 6.
- #10 Enter printed names of the Board Members signing resolution.

CERTIFICATION OF RESOLUTION SECTION

This section is not required if there is an official seal or a notary certification provided in the OFFICAL SEAL OR NOTARTY CERTIFICATION SECTION.

- #11 Enter the printed name of official Certifying Resolution. This must be a different official than the Board Members signing the resolution in #9 and whose names are printed in #10.
- #12 Signature of the official certifying the resolution.
- #13 Enter the title of the official signing Certification of Resolution.

OFFICIAL SEAL OR NOTARY CERTIFICATION SECTION

The Official Seal or Notary Certification is not required if the CERTIFICATION OF RESOLUTION SECTION is completed.

- #14 Stamp or emboss the official seal or provide a notary certification below the OFFICIAL SEAL OR NOTARY CERTIFICATION SECTION heading.

BEFORE THE BOARD OF DIRECTORS OF THE

Oakmont Fire Protection District
COUNTY OF Fresno, STATE OF CALIFORNIA

IN THE MATTER OF: Resolution Number: 22-0000
Approving the Department of Forestry and Fire Protection Agreement # 7GF22xxx for services from the date of last signatory on page 1 of the Agreement to June 30, 2023 under the Rural Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the Oakmont 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 Rural Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2022-23 up to and no more than the amount of **\$ 10,000**.

BE IT FURTHER RESOLVED that John Miller, Fire Chief of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the Oakmont Fire Protection District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the Oakmont Fire Protection District, at a regular meeting thereof, held on the 22nd day of October, 2022

by the following vote:

AYES: **STOVER, TOWER, KERNS, OSGOOD**

NAYS: **NONE**

ABSENT: **HARRIS**

Signature, Board of Directors Member

Steven Kerns, Board Member
Printed Name and Title

Signature, Board of Directors Member

James Tower, Director
Printed Name and Title

-----CERTIFICATION OF RESOLUTION-----
ATTEST:

I, Sarah Osgood, Clerk of the Oakmont Fire Protection District, County of Fresno, California do hereby certify that this is a true and correct copy of the original Resolution Number 22-0000.

WITNESS MY HAND OR THE SEAL OF THE Oakmont Fire Protection District, on this 22nd day of October, 2022.

Signature
Clerk of the Board, Oakmont Fire Protection District
Title and Name of Local Agency

OFFICIAL SEAL
OR NOTARY CERTIFICATON

GRANT AGREEMENT PACKAGE SUBMISSION

- Grant Agreement with Terms of Conditions signed and dated.
- Completed Board Resolution signed and dated.
- Completed AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions form
- *Compile all the listed documents and email the completed package no later than December 1, 2022 to Megan.Esfandiary@fire.ca.gov

A **Grant Equipment Justification form must be filled out only for applicants approved to purchase a unit of equipment that is \$5,000 or more. The form will be included in the Grant Agreement package from CAL FIRE for required awardees.*

IMPORTANT DATES

- **May 4, 2022**
The application must be completed and submitted to the CAL FIRE GRANTS e-mail inbox by 11:59 PM. A scanned *signed* copy (DocuSign signatures are ok) of the application AND the *unsigned* application in the fillable format must both be sent as attachments. Any applications sent after this date will not be considered for funding.
- **August 2022**
CAL FIRE anticipates completing the application review process and will notify applicants receiving an award by e-mail with instructions, copy of awarded application, grant agreement, Board Resolution template with sample, and the AD-1048 Debarment, Suspension, Ineligibility and Voluntary Exclusion form.
- **December 1, 2022**
Awarded applicants must have completed and submitted their Grant Agreement package.
- **January 31, 2023***
CAL FIRE will email back Grant Agreements with CAL FIRE signatures of approval. Once CAL FIRE approved Grant Agreements are received by awardees funds can be spent.
- **June 30, 2023**
Awarded applicants must have completed their approved project(s). All invoices with purchase dates after June 30, 2023 will not be reimbursed.
- **September 1, 2023**
All invoices with proof of purchase must be submitted to the CAL FIRE by e-mail for processing and reimbursement.

Please anticipate payments up to eight weeks after invoices have been submitted, however invoices received towards the end of the State fiscal year, June 30, may have a longer reimbursement date.

**Grant Agreements submitted earlier may receive their approved Grant Agreement earlier and can begin spending at the earlier date.*

CAL FIRE HEADQUARTER CONTACT INFORMATION

COOPERATOR PROGRAM CONTACT:

Matt Sully, Deputy Chief
Phone: (916) 591-6523
E-mail: Matthew.Sully@fire.ca.gov

COOPERATOR ADMINISTRATIVE CONTACT:

Grants Management Unit
Megan Esfandiary, Grant Analyst
Phone: (916) 894-9845
E-mail: Megan.Esfandiary@fire.ca.gov

The Cooperator Administrative contact is available for questions concerning invoices, billings, payments, deadlines, application instructions, agreement instructions, allowable purchases, and any other administrative issues.

REGIONAL CAL FIRE UNIT CONTACT INFORMATION

COUNTY	CAL FIRE UNIT	ADDRESS	PHONE NUMBER
Alameda	Santa Clara (SCU)	15670 Monterey St. Morgan Hill 95037	(408) 779-2121
Alpine	Amador-El Dorado (AEU)	2840 Mt. Danaher Rd. Camino 95709	(530) 644-2345
Amador	Amador-El Dorado (AEU)	2840 Mt. Danaher Rd. Camino 95709	(530) 644-2345
Butte	Butte (BTU)	176 Nelson Ave. Oroville 95965	(530) 538-7111
Calaveras	Tuolumne-Calaveras (TCU)	785 Mtn. Ranch Rd. San Andreas 95249	(209) 754-3831
Colusa	Lake-Napa-Sonoma (LNU)	1199 Big Tree Rd. St. Helena 94574	(707) 967-1400
Contra Costa	Santa Clara (SCU)	15670 Monterey St. Morgan Hill 95037	(408) 779-2121
Del Norte	Humboldt-Del Norte (HUU)	118 S. Fortuna Blvd. Fortuna 95540-2796	(707) 725-4413
El Dorado	Amador-El Dorado (AEU)	2840 Mt. Danaher Rd. Camino 95709	(530) 644-2345
Fresno	Fresno-Kings (FKU)	210 S. Academy Ave. Sanger 93657	(559) 485-7500
Glenn	Tehama-Glenn (TGU)	604 Antelope Blvd. Red Bluff 96080	(530) 5258-5199
Humboldt	Humboldt-Del Norte (HUU)	118 S. Fortuna Blvd. Fortuna 95540-2796	(707) 725-4413
Imperial	San Diego (MVU)	2249 Jamacha Rd. El Cajon 92019	(619) 590-3100
Inyo	San Bernardino (BDU)	3800 N. Sierra Way San Bernardino 92405	(909) 881-6900
Kern	Tulare (TUU)	1968 S. Lovers Ln. Visalia 93277	(559) 732-5954
Kings	Fresno-Kings (FKU)	210 S. Academy Ave. Sanger 93657	(559) 485-7500
Lake	Lake-Napa-Sonoma (LNU)	1199 Big Tree Rd. St. Helena 94574	(707) 967-1400
Lassen	Lassen-Modoc (LMU)	697-345 Highway 36 Susanville 96130	(530) 257-4171

Los Angeles	San Bernardino (BDU)	3800 N. Sierra Way San Bernardino 92405	(909) 881-6900
Madera	Madera-Mariposa-Merced (MMU)	5366 Highway 49 North Mariposa 95338	(209) 966-3622
Marin	Lake-Napa-Sonoma (LNU)	1199 Big Tree Rd. St. Helena 94574	(707) 967-1400
Mariposa	Madera-Mariposa-Merced (MMU)	5366 Highway 49 North Mariposa 95338	(209) 966-3622
Mendocino	Mendocino (MEU)	17501 N. Highway 101 Willits 95490	(707) 459-7414
Merced	Madera-Mariposa-Merced (MMU)	5366 Highway 49 North Mariposa 95338	(209) 966-3622
Modoc	Lassen-Modoc (LMU)	697-345 Highway 36 Susanville 96130	(530) 257-4171
Mono	San Bernardino (BDU)	3800 N. Sierra Way San Bernardino 92405	(909) 881-6900
Monterey	San Benito-Monterey (BEU)	2221 Garden Rd. Monterey 93940-5385	(831) 678-0609
Napa	Lake-Napa-Sonoma (LNU)	1199 Big Tree Rd. St. Helena 94574	(707) 967-1400
Nevada	Nevada-Yuba-Placer (NEU)	13760 Lincoln Way Auburn 95603	(530) 823-4904
Orange	Riverside (RRU)	210 W. San Jacinto Perris 92570	(951) 940-6900
Placer	Nevada-Yuba-Placer (NEU)	13760 Lincoln Way Auburn 95603	(530) 823-4904
Plumas	Lassen-Modoc (LMU)	697-345 Highway 36 Susanville 96130	(530) 257-4171
Riverside	Riverside (RRU)	210 W. San Jacinto Perris 92570	(951) 940-6900
Sacramento	Amador-El Dorado (AEU)	2840 Mt. Danaher Rd. Camino 95709	(530) 644-2345
San Benito	San Benito-Monterey (BEU)	2221 Garden Rd. Monterey 93940-5385	(831) 678-0609
San Bernardino	San Bernardino (BDU)	3800 N. Sierra Way San Bernardino 92405	(909) 881-6900

San Diego	San Diego (MVU)	2249 Jamacha Rd. El Cajon 92019	(619) 590-3100
San Francisco	San Mateo-Santa Cruz (CZU)	6059 Highway 9 Felton 95018	(831) 335-5355
San Joaquin: East of San Joaquin River	Tuolumne-Calaveras (TCU)	785 Mtn. Ranch Rd. San Andreas 95249	(209) 754-3831
San Joaquin: West of San Joaquin River	Santa Clara (SCU)	15670 Monterey St. Morgan Hill 95037	(408) 779-2121
San Luis Obispo	San Luis Obispo (SLU)	635 N. Santa Rosa San Luis Obispo 93405	(805) 543-4244
San Mateo	San Mateo-Santa Cruz (CZU)	6059 Highway 9 Felton 95018	(831) 335-5355
Santa Barbara	San Luis Obispo (SLU)	635 N. Santa Rosa San Luis Obispo 93405	(805) 543-4244
Santa Clara	Santa Clara (SCU)	15670 Monterey St. Morgan Hill 95037	(408) 779-2121
Santa Cruz	San Mateo-Santa Cruz (CZU)	6059 Highway 9 Felton 95018	(831) 335-5355
Shasta	Shasta-Trinity (SHU)	875 Cypress Ave. Redding 96001	(530) 225-2401
Sierra	Nevada-Yuba-Placer (NEU)	13760 Lincoln Way Auburn 95603	(530) 823-4904
Siskiyou	Siskiyou (SKU)	1809 Fairlane Rd. Yreka 96097	(530) 842-3516
Solano	Lake-Napa-Sonoma (LNU)	1199 Big Tree Rd. St. Helena 94574	(707) 967-1400
Sonoma	Lake-Napa-Sonoma (LNU)	1199 Big Tree Rd. St. Helena 94574	(707) 967-1400
Stanislaus: East of San Joaquin River	Tuolumne-Calaveras (TCU)	785 Mtn. Ranch Rd. San Andreas 95249	(209) 754-3831
Stanislaus: West of San Joaquin River	Santa Clara (SCU)	15670 Monterey St. Morgan Hill 95037	(408) 779-2121
Sutter	Nevada-Yuba-Placer (NEU)	13760 Lincoln Way Auburn 95603	(530) 823-4904
Tehama	Tehama-Glenn (TGU)	604 Antelope Blvd. Red Bluff 96080	(530) 5258-5199

Trinity	Shasta-Trinity (SHU)	875 Cypress Ave. Redding 96001	(530) 225-2401
Tulare	Tulare (TUU)	1968 S. Lovers Ln. Visalia 93277	(559) 732-5954
Tuolumne	Tuolumne-Calaveras (TCU)	785 Mtn. Ranch Rd. San Andreas 95249	(209) 754-3831
Ventura	San Luis Obispo (SLU)	635 N. Santa Rosa San Luis Obispo 93405	(805) 543-4244
Yolo	Lake-Napa-Sonoma (LNU)	1199 Big Tree Rd. St. Helena 94574	(707) 967-1400
Yuba	Nevada-Yuba-Placer (NEU)	13760 Lincoln Way Auburn 95603	(530) 823-4904

APPENDICES

APPENDIX A: CHECKLISTS

APPLICATION

- Download the fillable electronic application, complete, and submit it to the CAL FIRE Grants e-mail inbox at CALFIRE.GRANTS@FIRE.CA.GOV by **May 4, 2022**.
- Print the electronic application, sign (DocuSign is OK) and date where appropriate, and scan to the CAL FIRE Grants e-mail inbox at CALFIRE.GRANTS@FIRE.CA.GOV by **May 4, 2022**.
- Wait for an Award Notification or Rejection Notification to come via e-mail in **August 2022**.

THE FOLLOWING IS ONLY APPLICABLE IF AN AWARD NOTIFICATION E-MAIL IS RECEIVED!

GRANT AGREEMENT PACKAGE

- Receive Award Notification e-mail from CAL FIRE with Grant Agreement package to fill out.
- Sign and date the Grant Agreement.
- Complete a Board Resolution and have it signed and dated.
- Complete the AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions
- E-mail the completed package no later than **December 1, 2022** to Megan.Esfandiary@fire.ca.gov.

PURCHASES AND INVOICES

- Begin purchasing items funded by the award **AFTER YOU RECEIVE A SIGNED GRANT AGREEMENT FROM THE CAL FIRE GRANTS MANAGEMENT UNIT** (You can expect your Grant Agreement to be emailed back to you with a signature of approval around January 2023).

- Complete the provided CAL FIRE invoice coversheet (included in the Grant Agreement package signed and sent by CAL FIRE authorizing the spending of funds).
- Submit invoices for purchases made between the time you received an approved Grant Agreement signed by CAL FIRE and **June 30, 2023**.
- E-mail invoice coversheet and corresponding invoices with proof of payment to Megan.Esfandiary@fire.ca.gov

APPENDIX B: APPLICATION SAMPLE

California Department of Forestry and Fire
Protection 2022-2023 Application for Funding
Cooperative Forestry Assistance Act of 1978
Rural Fire Capacity (RFC) Program
Agreement # 7GF



A. Department/Organization

Organization Name: [REDACTED]
Contact's First Name: [REDACTED] Contact's Last Name: [REDACTED]
Street Address: [REDACTED]
Mailing Address: [REDACTED]
City: [REDACTED] County: [REDACTED] Zip Code: [REDACTED]
State: California CAL FIRE Unit: [REDACTED]
Phone Number: [REDACTED] Email Address: [REDACTED]
DUNS Number: [REDACTED]

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: [REDACTED] Area: [REDACTED] square miles
Congressional District #: CA-# [REDACTED]
Population: [REDACTED] Annual Budget: [REDACTED]
Latitude N [REDACTED] ° [REDACTED] ' [REDACTED] " Longitude W [REDACTED] [REDACTED] [REDACTED] "

(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.

Organization Name:

Page 1 of 6

C. Activity: Annual number of emergency incidents.

Fire: + EMS: + Other: = Total:

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: \$ 0.00

Amount Funded for this Agreement:

Organization Name:

Page 2 of 6

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

	Type	Item	Quantity	Unit Cost	Item Total
1.					\$ 0.00
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: \$ 0.00

Organization Name:

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)

[Redacted area]

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, 2023. 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, 2023.

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

Date Signed

Printed Name: [Redacted]

Title: [Redacted]

Executed on: [Redacted]

at

[Redacted]

Date

City

Organization Name:

Grant Assurances for Cooperative Forestry Assistance Act of 1978
Rural Fire Capacity (RFC)

Organization Name:

Contact's First Name:

Contact's Last Name:

Street Address:

Mailing Address:

City:

County:

Zip Code:

State: California

CAL FIRE Unit:

Phone Number:

Email Address:

DUNS Number:

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

1. Has the legal authority to apply for the Rural Fire Capacity 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.

Page 5 of 6

Organization Name:

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:

Signature of Authorized Agent: _____

Title of Authorized Agent: Date:

Submission requires an unsigned and signed application.

1. Please complete and save an **unsigned** application.
2. In addition, please **sign and date** an application (electronic or wet signature OK).
3. On one email, please attach both the **unsigned** and **signed** applications and submit to CALFIRE.GRANTS@FIRE.CA.GOV.

Electronic copies must be submitted by May 4, 2022 at 11:59pm.

Organization Name:

APPENDIX C: GRANT AGREEMENT SAMPLE

APPLICANT:

PROJECT TITLE: Rural Fire Capacity

GRANT AGREEMENT: «Agreement_Number»

PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2023.

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 Department 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 \$ «Award_» (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 Signature of Authorized Representative	By
Title	Title: Gabrielle Avina Staff Chief, Cooperative Fire Programs
Date	Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND	FUND NAME	
PROJECT ID	ACTIVITY ID	AMOUNT OF ESTIMATE FUNDING \$ «Award_»
GL UNIT	BUD REF	CHAPTER ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER	ENY	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT	ALT ACCOUNT	UNENCUMBERED BALANCE \$ «Award_»
REPORTING STRUCTURE	SERVICE LOCATION	

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

Signature of CAL FIRE Accounting Officer

Date

**RURAL FIRE CAPACITY PROGRAM
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Rural Fire Capacity Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered 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 a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Rural Fire Capacity program in California, hereinafter referred to as RFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2101-2114), as amended.
2. This is a subaward under the 2022 Rural Fire Capacity Grant #22-DG-11052012-XXX awarded to STATE by the Forest Service on XXX. The CFDA for the award is 10.664, Cooperative Forestry Assistance. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said RFC and agrees to the terms and conditions specified in the Procedural Guide for Rural Fire Capacity Program 2022.

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. **INCORPORATION: The Procedural Guide for Rural Fire Capacity Program 2022, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.**
6. **TIMELINESS: Time is of the essence in this Agreement.**

7. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2022 or LOCAL AGENCY will forfeit the funds.**

8. **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 2022** 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.

9. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed «Award_» 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, 2023.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2023 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.

10. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the RFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, 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.

11. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "RFC 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 RFC 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 RFC Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: _____

Attention: _____
Telephone Number(s): _____
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) 894-9845
E-MAIL: Megan.Esfandiary@fire.ca.gov

13. 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. Project funds are not to be used for research and development.
14. 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.
15. 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.
16. 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.
17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with RFC 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 RFC 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.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an RFC 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 12. The STATE will advise the LOCAL AGENCY Contact of the RFC Property Number assigned.
19. 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 five (5) 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).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. 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**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. 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.)

25. **TERM: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2023.**
26. **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.
27. **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.
28. **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.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the RFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.
30. **MEDIA:** LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

APPENDIX D: GRANT AGREEMENT FORM SAMPLE

AD-1048 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

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.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

APPENDIX E: BOARD RESOLUTIONS SAMPLE

BEFORE THE BOARD OF DIRECTORS OF THE

COUNTY OF _____, STATE OF CALIFORNIA

IN THE MATTER OF:

Resolution Number: _____

Approving the Department of Forestry and Fire Protection Agreement # _____ for services from the date of last signatory on page 1 of the Agreement to June 30, 2023 under the Rural Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

BE IT RESOLVED by the Board of Directors of the _____

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 Rural Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2022-23 up to and no more than the amount of \$ _____.

BE IT FURTHER RESOLVED that _____ of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the _____.

The foregoing resolution was duly passed and adopted by the Board of Directors of the _____, at a regular meeting thereof, held on the _____ day of _____, by the following vote:

AYES:

Signature, Board of Directors Member

NAYS:

ABSENT:

Printed Name and Title

Signature, Board of Directors Member

Printed Name and Title

-----CERTIFICATION OF RESOLUTION-----

ATTEST:

I _____, Clerk of the _____

County of _____ California do hereby certify that this is a true and correct copy of the original Resolution Number _____.

WITNESS MY HAND OR THE SEAL OF THE _____, on this _____ day of _____.

**OFFICIAL SEAL
OR NOTARY CERTIFICATON**

Signature

Title and Name of Local Agency