

## FY2022 AFG Grant Memorandum of Understanding

WHEREAS The City of Etna Fire Department (Known hereafter as “EFD”), Town of Fort Jones Fire Department (Known hereafter as “FJFD”), and Scott Valley Fire Protection District (Known hereafter as “SVFPD”) have come together to collaborate and to make an application for Assistance to Firefighters Grant; and

WHEREAS the partners listed above have agreed to enter into a collaborative agreement in which FJFD will be the lead agency and named applicant and the other agencies will be partners in this application; and

WHEREAS the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS the application prepared and approved by the collaborative through its partners is to be submitted to the Federal Emergency Management Agency (FEMA.)

### **I) Description of Partner Agencies**

- A) EFD, FJFD, and SVFPD represent the entirety of the official local fire protection agencies for their respective areas. Each entity is in good standing with regards to laws and statutes that govern fire departments and fire protection districts in respect to this agreement at the time of the signing of this MOU.

### **II) Development of Application**

- A) Throughout the application process it has been known by all parties that FJFD will be the “Host” agency meaning all matters regarding the grant writing process would be handled by FJFD staff. Staff of EFD and SVFPD shall provide FJFD with all needed information for the application process including, but not limited to, budgets, personnel rosters, and equipment lists.

### **III) Roles and Responsibilities**

- A) NOW, THEREFORE, it is hereby agreed by and between the partners as follows: Each party in this agreement will provide all needed information pertaining to the grant in a timely manner as set by FJFD staff. Any delay, and/or neglect in providing this information may subsequently result in this MOU being deemed null and void at the option of signors.
- B) Each party shall provide true and accurate information based upon real data regarding their respective agencies.
- C) Should the grant be successful, each party will be responsible for payment of matching funds up to 5% of the total funds allocated to each individual department and All parties agree that matching funds will be calculated based upon actual equipment mutually agreed upon and received by each agency. All parties will collaborate to calculate what the percentage of total

funds each agency will receive. ~~and request~~ All parties receiving ~~any~~ grant funded equipment agree to pay for their proportionate matching funds up to 5% upon receipt of equipment.

- D) Should any party refuse to pay their matching fees as calculated by the above listed method, that party/ parties will be responsible for all action taken against the other parties in this MOU from any outside agency regarding this grant. Said party refusing to pay shall be responsible to reimburse the remaining parties for any penalties and/or legal fees associated with this grant process.
- E) If this grant is successful, all parties will provide the needed documentation and information in order to "close-out" the grant in accordance with all rules and regulations set forth by FEMA. If FJFD (the host agency) is unable to conduct all required FEMA reporting, the Town of Fort Jones shall be the party responsible for completing such reporting.
- F) All agencies are responsible for abiding by any rules and regulations regarding grant funded equipment as set forth by FEMA.
- G) All equipment (SCBAs, RIT Packs, and any other associated equipment such as compressors if applicable) will be inventoried and issued to each agency by the host agency in a timely manner once received and inspected. Each agency is responsible for inspection and self-inventory of their equipment prior to taking delivery. Each agency shall be responsible for retrieving their equipment from the host agency once it is notified as ready for pickup no later than 10 business days. (Exception being equipment delivered on site to any agency in this agreement)
- H) Maintenance and repair of SCBAs and all other equipment received through the grant will be the responsibility of the agency in possession of said SCBAs and/or other equipment.

#### **IV) Timeline**

- A) The roles and responsibilities described above are contingent on FJFD receiving funds requested for the project described in the grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period and follow up period.
- B) The deadline for all requested information shall be February 1<sup>st</sup>, 2023, at 5pm. Failure by an agency to comply with this deadline may result in this MOU becoming null and void at the option of the signors.

#### **V) Grant close-out responsibilities**

- A) All agencies shall be required to report NFIRS data to FEMA for a period of not less than 3 years following the award of grant monies as required by FEMA.
- B) All agencies shall provide all requested information and documentation to FJFD in a timely manner for FEMA grant close-out requirements.

**VI) Commitment to Partnership**

- A) The collaboration service area includes the City of Etna, Town of Fort Jones, and Scott Valley Fire Protection District.
  
- B) We, the undersigned have read and agree with this MOU. Further, we have reviewed the proposed project and approve it.

**City of Etna**

\_\_\_\_\_  
Mayor Print

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief Print

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

**Town of Fort Jones**

\_\_\_\_\_  
Mayor Print

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief                      Print

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

**Scott Valley Fire Protection District**

\_\_\_\_\_  
Chair of the Board      Print

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief                      Print

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date