

Federal Award Name: 2023 Volunteer Fire Capacity Award	
Federal Award Number: 23-DG-11062765-776	Award Amount: \$ 7,140.00
Federal Award Number: 23-DG-11062765-776	Match Amount: \$ 7,140.00
State Project Number: GI2323-01	Total Project: \$ 14,280.00
Expiration Date: 09/30/2024	CFDA: 10.664

AWARD AGREEMENT
 BETWEEN
OREGON DEPARTMENT OF FORESTRY
 AND
Lakeview Fire Department
LOCAL FIRE AGENCY



Funds are provided through USDA Forest Service

The purpose of this Agreement between the Oregon Department of Forestry (STATE) and the LOCAL FIRE AGENCY is to clarify and assign project responsibilities. In accordance with the terms and conditions of this agreement, ODF shall award LOCAL FIRE AGENCY a maximum sum of **\$7,140.00** with the LOCAL FIRE AGENCY providing an additional **\$7,140.00** in Matching funds or in kind for a total project cost of **\$14,280.00**. Execution of this document, including all exhibits, by authorized officers constitutes the entire agreement between the parties. The LOCAL FIRE AGENCY shall perform the work as set forth in the VFC Award Application (Exhibit A) in accordance with the terms and conditions of this agreement.

The purpose of the VFC Program is to assist fire departments in rural areas in improving their fire protection capabilities by providing financial, technical, and other assistance to organize, train and equip rural fire departments.

Terms of the Agreement

This Agreement is contingent upon the availability of Federal funds. The parties agree and acknowledge that their relationship is that of independent cooperating parties and that LOCAL FIRE AGENCY is neither an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

General Assurances

The LOCAL FIRE AGENCY shall comply with the requirements of all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract. LOCAL FIRE AGENCY is also subject to the applicable administrative requirements and cost principles in Office of Management and Budget 2 CFR Part 200.

Commencement/Expiration of Agreement

This Agreement will **begin upon signature of all parties** and **terminate on 09/30/24**. All work and purchases must be concluded within these dates.

All billing and required documentation must be submitted to STATE no later than **15 days** after the termination of the agreement unless amended or terminated.

Modifications

There are no promises, terms, conditions, or obligations other than those contained herein. Requests to alter any of the approved items listed in the application must be submitted to and approved by the STATE VFC Coordinator through a written request by either mail or email.

Termination

This agreement may be terminated, or performance suspended, with thirty (30) calendar days' advance notice in writing under the following circumstances:

- By STATE in the event that funds for the continuation of the program become, for any reason, unavailable or so substantially curtailed as to make continued performance an unreasonable burden upon either party.
- At any time by mutual written consent of all parties.
- By STATE for failure to perform provisions of this Agreement. Within thirty (30) days of termination, LOCAL FIRE AGENCY agrees to return any award funds in the event the terms, conditions, or certifications of this contract are not met to the satisfaction of STATE.

This agreement may be terminated or suspended immediately by STATE for failure to comply with applicable federal, state, and local laws, codes, regulations, rules, or orders.

STATE will reimburse LOCAL FIRE AGENCY for authorized services performed and expenses incurred before termination under this Agreement.

Award Monitoring and Audits

LOCAL FIRE AGENCY agrees to make the property and property records available for STATE monitoring, Secretary of State Audit Division audits, and other management purposes and authorizes a representative of these agencies to have access to the property, property records, and property inventory pertaining to the performance of this agreement.

LOCAL FIRE AGENCY agrees to reimburse STATE for the full amount of the VFC funded portion of property that is found to be missing upon review by monitoring or audit or become ineligible for award funding for up to **three years** depending on the discrepancy found.

Basis of Payment

This is a reimbursable award program. STATE shall pay the LOCAL FIRE AGENCY the actual costs for those project activities approved in (1) the Application, or (2) modifications. Requests for reimbursement shall be submitted using Exhibit B Authorization for Payment. Reimbursement will not be made for purchases occurring outside of the period stated in Commencement/Expiration of Agreement.

Indemnification

LOCAL FIRE AGENCY shall save, hold harmless, and indemnify STATE and its respective officers, agents, employees and members from all claims, suits, or actions of whatsoever nature resulting from, or arising out of, this Agreement.

STATE Contacts

Name: Mary Schmelz
Title: Oregon Department of Forestry VFC Coordinator
Address: 2600 State Street, Building D, Salem OR 97310
Phone: (503) 856-2802
FAX: (503) 945-7416
Email: vfa.coordinator@odf.oregon.gov or Mary.K.Schmelz@odf.oregon.gov

LOCAL FIRE AGENCY Responsibilities

1. LOCAL FIRE AGENCY is responsible for knowledge of information provided in Exhibit C, ODF's annual **2023 VFC Award Manual** found at:
<https://www.oregon.gov/odf/aboutodf/Pages/GrantsIncentives.aspx>
2. LOCAL FIRE AGENCY will notify STATE VFC Coordinator of any change in the status of the LOCAL FIRE AGENCY or to the signatory on the Application.

STATE Responsibilities

1. VFC Coordinator will provide assistance to the LOCAL FIRE AGENCY on questions relating to any aspect of this agreement.
2. STATE staff will notify LOCAL FIRE AGENCY of any pending monitoring visit or impending audit.
3. VFC Coordinator will review the reimbursement requests from LOCAL FIRE AGENCY for proper content, accuracy, and compliance with award requirements. Discrepancies found will be discussed with LOCAL FIRE AGENCY for clarification and resolution.
4. VFC Coordinator will forward the completed reimbursement request to the Partnership Development Payment Specialist for official processing and approval.

SIGNATURES

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the dates set forth with their respective signatures.

Attachments:

AUTHORIZATION FOR PAYMENT (EXHIBIT B)

AGREED:

7,140.00

Lakeview Fire Department:

_____	_____	_____
Print Name	Signature	Date

Title		

OREGON DEPARTMENT OF FORESTRY

VFC Coordinator:

<u>Mary K Schmelz</u>	_____	_____
Print Name	Signature	Date

Exhibit B

**AUTHORIZATION FOR PAYMENT FOR
2023 VOLUNTEER FIRE ASSISTANCE GRANT FUNDS**

Grant funds will be paid after the LOCAL FIRE AGENCY has completed the project. Reimbursement requests must be accompanied by this form, appropriate invoices, proof of payment, and in-kind documentation. Qualifying in-kind expenditures can date back to October 1, 2022 and no later than September 30, 2024. Invoices and proof of payment must match the items described in the grant application “Project Detail Information” form. The last date requests will be accepted for payment (including proper documentation) is **October 15, 2024**.

Send to: **VFA Grant Coordinator**
Forest Resources – All Lands Unit
2600 State Street, Building D
Salem OR 97310 **FAX: 503-945-7416**
Email: vfa.coordinator@odf.oregon.gov (preferred) or marv.k.schmelz@odf.oregon.gov

You can also find a copy at: <https://www.oregon.gov/odf/aboutodf/pages/grantsincentives.aspx>

Agency Name:		
TIN (tax identification) No:		
Mailing Address		
Contact Name		Signature:
Contact Phone No.		Date Submitted:

EXPENDITURE INFORMATION

INVOICES (All)		<p style="text-align: center;"><u>Reimbursement Checklist</u></p> <input type="checkbox"/> Signed 2023 VFA Grant Agreement <input type="checkbox"/> Invoices <input type="checkbox"/> Proof of Payments <input type="checkbox"/> In-Kind Documentation (if applicable) <input type="checkbox"/> Registered in SAM.gov <input type="checkbox"/> Registered in Oregonbuys
IN-KIND MATCH		
CASH MATCH		
PAY THIS AMOUNT		

For ODF use only, DO NOT write below this line
 All are PCA 14533 INDEX 49999 PHASE 01 OBJECT CODE 6824

2022 VFA Project code **GF3022-01** 2023 VFA Project code: **GF3023-01** **GI2323-01**

Amount Awarded: _____ **GI3023-01**

I have reviewed this request and supporting documentation. I am approving this to proceed to payment.

Signature: _____ **Date:** _____