

RESOLUTION NO 2024-63

A RESOLUTION OF THE MARINA CITY COUNCIL AUTHORIZING ACCEPTANCE OF A
FISCAL YEAR 2022 HOMELAND SECURITY GRANT PROGRAM PROJECT #24 FOR
MARINA-FD BALLISTIC VESTS AND HELMETS

WHEREAS, The Fire Department's Ballistic Vests and Helmets are in need of upgrading, and;

WHEREAS, Ballistic Vests and Helmets are a potentially lifesaving component of the Firefighters Personal Protective Equipment, and;

WHEREAS, The Fire Department has applied for a Homeland Security Grant Program for Ballistic Vests and Helmets, and;

WHEREAS, The Marina Fire Department has a need for Ballistic Vests and Helmets, and;

WHEREAS, The Marina Fire Department has been notified by the Department of Emergency Management that the Marina Fire Department has been awarded a grant for Ballistic Vests and Helmets, and;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Consider adopting Resolution No. 2024-, authorizing the acceptance of fiscal year 2022 Homeland Security Grant Program Project #24: Marina FD-Ballistic Vests and Helmets, and;
2. Authorize the City Manager to sign the acceptance letter.

PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on June 18, 2024, by the following vote:

AYES: COUNCIL MEMBERS: McAdams, McCarthy, Biala, Visscher, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

Bruce C. Delgado, Mayor

ATTEST:

Anita Sharp, City Clerk

COUNTY OF MONTEREY

DEPARTMENT OF EMERGENCY MANAGEMENT

1322 Natividad Road

Salinas, CA 93906

Phone: (831) 796-1900



June 3, 2024

Division Chief Carlos Vega
Marina Fire Department
cvega@cityofmarina.org

Dear Division Chief Vega,

We are pleased to announce that the Federal Emergency Management Agency (FEMA), in conjunction with the California Governor's Office of Emergency Services (CalOES) and the County of Monterey Authorized Body of 5, has approved the following project for Fiscal Year 2022 Homeland Security Grant Program-State Homeland Security Program (HSGP) funding:

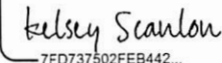
Marina FD-Ballistic Vests and Helmets
\$25,000

This award is subject to all applicable federal, state, and local regulations, statutes, policies, and guidelines including the U.S. Department of Homeland Security Notice of Funding Opportunity, the FEMA Preparedness Grants Manual, the California Supplement to the Federal Notice of Funding Opportunity, the United States Code, the Code of Federal Regulations, the Federal Acquisition Regulations, and the County of Monterey Purchasing Manual. All activities funded with this award must be completed within the period of performance, ending on May 1, 2025.

Included in your award announcement is the HSGP Award Acceptance Terms and Conditions document. Please review carefully and return a signed copy to Ashley English at EnglishAE@countyofmonterey.gov within 21 calendar days of receipt. Once your signed copy has been received, Ashley will advise on next steps for your project. Please reach out to her with any questions.

Congratulations on your award!

Sincerely,

DocuSigned by:


7FD737502FEB442...
Kelsey A. Scanlon
Director of Emergency Management
County of Monterey Department of Emergency Management

HOMELAND SECURITY GRANT PROGRAM-STATE HOMELAND SECURITY PROGRAM
FY 2022 AWARD ACCEPTANCE TERMS AND CONDITIONS

SECTION 1: GENERAL GUIDELINES

1.1 GOVERNING GUIDANCE

This award is subject to all federal, state, and County of Monterey (hereinafter, "County") grant requirements, guidelines, information bulletins, instructions, terms, and conditions. Agency shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, grant memos, instructions, terms, and conditions related to this award and outlined in the U.S. Department of Homeland Security Notice of Funding Opportunity, the Federal Emergency Management Agency (hereinafter, "FEMA") Preparedness Grants Manual, the California Supplement to the Federal Notice of Funding Opportunity, the United States Code, the Code of Federal Regulations, the Federal Acquisition Regulations, and the County Purchasing Manual.

This award and any related decisions are at the discretion of FEMA, the California Governor's Office of Emergency Services (hereinafter, "CalOES"), and the County, and is contingent on the budget and fiscal provisions of the County.

1.2 GRANT FUNDS

All grant funds shall be expended by the County on behalf of the Agency. Agency acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber, or expend any grant funds, Agency shall assume all financial obligation for such spending and shall not be entitled to reimbursement from the County.

County's obligations under this award shall not at any time exceed the amount approved in the grant award.

1.3 MODIFICATIONS

Agency is not entitled to use grant funds for any purpose that deviates from the awarded project. If a project modification is necessary, Agency may submit a written request to County to modify the project. If the modification requires approval from CalOES and/or FEMA, Agency shall collaborate with County in acquiring necessary documentation, material, etc. to support said modification. If a modification request is approved, County shall communicate said approval to Agency in writing.

1.4 SUPPLANTING

Agency certifies that the awarded project does not replace (supplant) funds that have been appropriated for the same purpose and the awarded project shall be solely used to supplement existing funds. Agency may be required to provide documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting shall result in the disallowance of the awarded project and repayment of awarded funds where applicable.

1.5 COLLABORATION

Agency shall collaborate with County throughout the grant period of performance. This may include, but not be limited to, acquiring necessary quotes, drafting scopes of work, RFP/RFQ creation, preapproval documentation, and obtaining and furnishing requisite information, material, and records. Agency must make a good faith effort to collaborate with County in a timely manner consistent with grant milestones, guidance, and assurances. Should Agency deny County requests and/or refuse to engage in a timely manner, said Agency shall forfeit all rights to the award.

1.6 MONITORING

Agency shall cooperate in good faith with County in any evaluation, inspection, auditing, or monitoring activities conducted or authorized by FEMA, CalOES, and/or County.

1.7 MISREPRESENTATION

Any falsified or misleading statement, representation, certification, or documentation submitted to County by Agency shall result in the immediate termination of the award and/or repayment of awarded funds to County.

1.8 DEBARMENT AND SUSPENSION

Agency certifies they are not debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs.

1.9 VIOLATION

Violation of the policies and procedures contained herein may result in the withholding of a grant award, suspension from grant eligibility, termination of grant eligibility, and/or immediate repayment of awarded funds from Agency to County.

SECTION 2: EQUIPMENT PROJECTS**2.1 OWNERSHIP**

Agency acknowledges and agrees that ownership of equipment purchased with grant funds rests solely with County. Equipment shall be given to Agency with assurances that Agency will properly and legally use, store, and maintain said equipment, as well as request disposition instructions from County when said equipment is no longer needed and/or has reached end of life, consistent with grant guidelines and requirements.

2.2 RESOURCE MANAGEMENT

Agency must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking, and recovery of resources. Agency must have an effective inventory management system that includes location of equipment, intended use of equipment, condition of equipment, title information (where applicable), insurance and registration information (where applicable), certifications (where applicable), licenses (where applicable), and disposition information.

Agency must have a control system to prevent loss, damage, and theft of grant purchased equipment and supplies.

2.3 PHYSICAL INVENTORY

Agency must conduct a physical inventory of awarded equipment at least every two years. Agency must comply and cooperate with County inventory inspections of awarded equipment at least every two years.

2.4 MAINTENANCE

Agency must have adequate maintenance procedures to keep the awarded equipment in good condition. Agency shall establish and maintain accurate maintenance records related to the awarded equipment. Maintenance records must be retained by the Agency for the life of the equipment and must be provided to County upon request.

2.5 DISPOSITION

When original or replacement equipment acquired under the grant is no longer needed and/or has reached end of life, Agency must contact County to request disposition instructions. Disposition of equipment is pursuant to the Code of Federal Regulations.

SECTION 3: TRAINING & PROJECTS**3.1 PREAPPROVAL**

Agency acknowledges that all grant-funded and awarded training activities require additional CalOES and/or FEMA approval prior to starting the training event. Agency agrees that no training activities shall begin without prior written approval from County indicating all preapproval tasks have been completed successfully. Should Agency begin training activities prior to receiving preapproval clearance from County, Agency shall assume all financial obligation for the training and reimburse County all expended costs within 30 calendar days.

3.2 POST-TRAINING

Agency agrees that within 14 calendar days of training completion, Agency shall supply County with, at minimum, the following documentation associated with said training:

- 1) Agenda/Schedule
- 2) Attendance/Sign-In Sheet
- 3) Certificates/Proof of Participation

It is highly advised that Agency ensure the above documentation will be available to Agency upon training completion prior to initiating any training activities. Should Agency be unable to provide the above documentation within 14 calendar days of training completion, Agency shall assume all financial obligation for the training and reimburse County all expended costs within 30 calendar days.

SECTION 4: AGREEMENT

The undersigned hereby represents and warrants they are duly authorized to accept the grant award, and its associated terms and conditions set forth herein, on behalf of the awarded Agency. By signing this Award Acceptance Terms and Conditions document, Agency acknowledges and agrees to all policies, procedures, terms, and conditions set forth herein.

Signature: _____

Printed Name: _____

Date: _____

Awarded Agency: Marina Fire Department

Awarded Project: Project #24: Marina FD-Ballistic Vests and Helmets,
\$25,000

June 11, 2024

Item No. **10f(1)**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of June 18, 2024

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2024-,
AUTHORIZING THE ACCEPTANCE OF FISCAL YEAR 2022
HOMELAND SECURITY GRANT PROGRAM PROJECT #24 FOR
MARINA-FD BALLISTIC VESTS AND HELMETS**

RECOMMENDATION:

It is recommended that the City Council:

1. Consider adopting Resolution No. 2024-, authorizing the acceptance of fiscal year 2022 Homeland Security Grant Program Project #24: Marina FD-Ballistic Vests and Helmets, and:
2. Authorize the City Manager to sign the acceptance letter.

BACKGROUND:

The Homeland Security Grant Program (HSGP) is a federally funded grant aiding local government agencies in their efforts to prevent, protect, mitigate, and respond to acts of terrorism and other threats. HSGP funding also provides resources required for implementation and administering of the National Preparedness System. Department of Emergency Management (DEM) staff administers the HSGP on behalf of the Monterey County Operational Areas.

HSGP funds are received annually for the Operational Areas for the purchase of specialized equipment for fire, law enforcement, and public safety agencies and other local jurisdictional emergency management preparedness needs. Equipment purchased with HSGP funding enhances the capabilities of local governments and stakeholder agencies to plan for and respond to large scale emergencies, disasters, and other hazardous events.

The Marina Fire Department has been notified that our grant request for Ballistic Vests and Helmets has been awarded. **(EXHIBIT A)**

ANALYSIS:

Ballistic Helmets and Vests are a potentially lifesaving component of the Firefighter Personal Protective Equipment ensemble. Ballistic Helmets and Vests are carried in the Chief Officer Command vehicles and on the Fire Apparatus. Currently our ballistic helmets and vests are nearing their end of life and need upgrading.

FISCAL IMPACT:

Staff will solicit three quotes which will be provided to the DEM. DEM will then purchase the helmets and vests. Once the DEM receives the helmets and vests, they will inventory the items and deliver them to the Marina Fire Department. No financing will go through the City of Marina.

CONCLUSION:

This request is submitted for City Council consideration and possible action.
Respectfully submitted,

Doug McCoun
Fire Chief
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager
City of Marina