

**FY 2017 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM
REGIONAL GRANT APPLICATION
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is entered into this 19th day of April, 2018, between the Cambria Community Services District, the Cayucos Fire Protection District, the San Miguel Community Services District, the City of San Luis Obispo, the City of Paso Robles, the Templeton Community Services District, the City of Morro Bay, and the City of Atascadero (all of whom are hereafter referred to as "Participating Agencies"):

WHEREAS, the Department of Homeland Security has issued a Notice of Funding Opportunity for FY 2017 Assistance to Firefighters Grants (AFG or the "Grant"); and

WHEREAS, the Participating Agencies have agreed that the Cambria Community Services District (CCSD) should be the host agency to file an AFG Regional Grant Application (the "Application") on their behalf; and

WHEREAS, the Participating Agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the AFG Program; and

WHEREAS, the Participating Agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG Program; and

WHEREAS, if the AFG is awarded, the Cambria Community Services District Fire Department will administer the FY 2017 AFG Regional Grant Program award and agrees to be the host agency responsible for administration of the Grant, including asset accountability and reporting requirements for those assets acquired under the AFG Regional Grant, as well as providing for the procurement and disbursement of all equipment received under the Grant.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Participating Agencies agree as follows:

PURPOSE

This MOU establishes the relationship between the Participating Agencies for participation in the Regional FY 2017 Assistance to Firefighters Grant Program in the event of approval of the Application.

A copy of the FY 2017 AFG Regional Grant Program Application is attached hereto as Exhibit A, incorporated herein by reference and made a part of this Memorandum of Understanding as if fully set forth at this point. In the event the Grant is awarded, the Participating Agencies agree to comply with any and all provisions of any Grant Agreement executed between the CCSD and the Department of Homeland Security in its use and operation of equipment acquired pursuant to the Grant.

PROCEDURES

1. The Cambria Community Services District (CCSD), through its Fire Department, will serve as the host agency to submit the Application and serve as grant administrator for the Participating Agencies in the event of approval.
2. Pursuant to the AFG Program Guidelines, all items approved under the Application will be procured and administered by the CCSD, through its Fire Department.
3. The CCSD agrees, as host agency, to provide accountability for the assets acquired under the AFG Regional Grant and provide reporting requirement deliverables. As such, the other Participating Agencies agree to provide the CCSD with all required information on a timely basis to remain in compliance with the requirements of the Grant.
4. The CCSD agrees to accept the FY 2017 AFG Regional Grant if it is awarded and the other Participating Agencies agree to accept their respective items as listed in the AFG Grant Application in the event of approval.
5. The Participating Agencies agree to provide the required cash match in the amount of 10% of the total cost of their requested items as detailed in the Grant Application as required under the AFG Regional Grant Program Guidelines. The required match shall be paid by the other Participating Agencies upon receipt of an invoice from CCSD, in advance of equipment procurement.
6. In the event of a reduced award, the Participating Agencies agree to accept this reduced amount and provide a 10% cash match on the total reduced award amount of their approved items.
7. Any expenditure beyond the Grant award for a Participating Agency's approved item(s) will remain the sole responsibility of that agency.
8. The Participating Agencies agree to allow the CCSD to procure and distribute their respective assets if awarded under the AFG Regional Grant Program.
9. The Participating Agencies agree to participate in cooperative training on all equipment procured under the Grant award as appropriate. As host agency, training will be coordinated through the CCSD Fire Department.
10. The Participating Agencies agree to maintain/repair all items awarded to them under the Application in accordance with the manufacturer's warranty, and to replace the equipment if it becomes inoperable for a period of three years after official closeout of the Grant Agreement.
11. The other Participating Agencies agree to promptly provide any additional documentation to the CCSD as requested that may be necessary in connection with the Grant.
12. The other Participating Agencies agree to promptly return any equipment or deliverables that are received in error to the CCSD.
13. The equipment to be acquired through the Grant to each agency is as follows:

	Dual band mobile	Single band mobile	Dual band portable	Single band portable
Cambria	2	7	0	31
Cayucos	1	3	0	14
SLO	0	0	13	45
Templeton	0	10	0	21
San Miguel	0	4	0	20
Atascadero	14	14	8	0
Morro Bay	5	17	0	38
Paso Robles	9	0	0	0

TERM AND TERMINATION

This MOU shall be effective on the date of last signature of the Participating Agencies herein and shall continue in full force and effect for a period of five years after official closeout of the Grant Agreement.

GUIDELINES

In performing its duties, responsibilities and obligations pursuant to this MOU, each Participating Agency agrees to adhere to the requirement standards set forth in the AFG Grant Program Guidelines and Federal OMB Circular A-133 as applicable.

EMPLOYER IDENTIFICATION NUMBER

In compliance with the Grant Application requirements, the following are the Employer Identification Numbers for the Participating Agencies:

Cambria Community Services District	95-3085608
Cayucos Fire Protection District	95-2746747
San Miguel Community Services District	77-0538466
City of Paso Robles	95-6000760
City of San Luis Obispo	95-6000781
City of Atascadero	95-3389063
Templeton Community Services District	95-3082968
City of Morro Bay	95-2308629

RECORDS

1. Each Participating Agency understands that any and all records created as a result of participating in this federal grant program are subject to the public disclosure pursuant to the California Public Records Act and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.
2. Each Participating Agency shall maintain its own respective records and documents associated with this MOU sufficient to demonstrate compliance with the terms of this MOU and the Grant Agreement for a period of five years from the close-out date of the Grant

Agreement and shall allow the CCSD and the Department of Homeland Security access to such records upon request.

EXECUTION

This MOU may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

INSURANCE OR SELF-INSURANCE

Each Participating Agency, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Participating Agency agrees to provide the other Participating Agencies forty-five (45) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

INDEPENDENT CONTRACTOR

This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each Participating Agency is an independent contractor, and each Participating Agency shall assume responsibility for all personnel costs for its respective employees, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, and California laws related to workers compensation and unemployment insurance. The Participating Agencies' employees shall not be deemed agents or servants of the CCSD and the CCSD's employees shall not be deemed agents or servants of the Participating Agencies.

INDEMNIFICATION

Each Participating Agency shall be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under the MOU.

To the fullest extent permitted by law, each Participating Agency shall indemnify, defend, and hold the CCSD, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the acts or omissions of the Participating Agency or its employees, and the Participating Agency shall indemnify the CCSD, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees and expert witness fees, which the CCSD, its officials, agents, servants and employees, might suffer in connection with or as a result of the acts of the Participating Agency or its employees.

MISCELLANEOUS

1. COMPLIANCE WITH LAWS

The Participating Agencies shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations, which may be applicable in performing its duties, responsibilities, and obligations pursuant to this MOU.

2. JOINT PREPARATION

The Participating Agencies acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations contained herein and that the preparation of this MOU has been their joint effort. The language agreed to express their mutual intent and the resulting document shall not be construed more severely against one of the parties than the other.

3. APPLICABLE LAW AND VENUE

This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of California. Venue in any proceeding or action among the parties arising out of this MOU shall be in San Luis Obispo County, California.

4. INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Participating Agencies and each such clause is incorporated herein by this reference.

5. ENTIRE AGREEMENT

This MOU contains the entire understanding of the Participating Agencies relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This MOU may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by the Participating Agencies. The failure of a Participating Agency to seek redress for violation of or to insist on strict performance of any of the covenants of this MOU shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and affect.

6. SEVERABILITY

Should any part, term or provision of this MOU be held by the courts to be invalid, the validity of the remaining portions or provisions shall not be affected thereby.

7. UNCONTROLLABLE FORCES

Participating Agencies shall not be considered to be in default of this MOU if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term

"uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a Participating Agency of its obligations under this MOU and which is beyond the reasonable control of the nonperforming Participating Agency. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

No Participating Agency shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming Participating Agency could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming Participating Agency shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other Participating Agency describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this MOU.

8. ASSIGNMENT

Participating Agencies shall not assign or transfer its rights, title or interests in the MOU.

9. SIGNATORY AUTHORITY

Each Participating Agency shall supply the CCSD with copies of requisite documentation evidencing that the signatory for the Participating Agency has the authority to enter into this MOU.

10. NO THIRD-PARTY BENEFICIARIES.

The Participating Agencies expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the Participating Agencies intend to directly or substantially benefit a third party by this MOU. The Participating Agencies agree that there are no third-party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the Participating Agencies based upon this MOU. Nothing herein shall be construed as consent by an agency or political subdivision of the State of California to be sued by third parties in any matter arising out of any contract.

11. CAPTIONS

The captions, section designations, section numbers, article numbers, titles and headings appearing in this MOU are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.

12. AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each Participating Agency hereto.

13. NO GRANT OF AGENCY

Except as the Participating Agencies may specify in writing, or as otherwise specified herein, no Participating Agency shall have authority, expressed or implied, to act on behalf of the other Participating Agencies in any capacity whatsoever as an agent. No Participating Agency shall have any authority, express or implied, pursuant to this MOU, to bind the other Participating Agency to any obligation whatsoever.

IN WITNESS WHEREOF, the Participating Agencies execute this instrument on the date(s) shown below:

Cambria Community Services District

Authorized Representative

Date: _____

CCSD District Counsel

Date: _____

City of Atascadero

Authorized Representative

Date: _____

City of Paso Robles

Authorized Representative

Date: _____

Templeton Community Services District

Authorized Representative

Date: _____

Cayucos Fire Protection District

Authorized Representative

Date: _____

San Miguel Community Services District

Authorized Representative

Date: _____

City of San Luis Obispo

Authorized Representative

Date: _____

City of Morro Bay

Authorized Representative

Date: _____