

**MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN THE STAFFING FOR
ADEQUATE FIRE AND EMERGENCY RESPONDERS (SAFER) GRANT STUDENT
FIREFIGHTER INTERNSHIP PROGRAM**

This Memorandum of Understanding (“MOU”) is made and entered into, effective on 7/21, 2015, by and between the CITY OF SANGER (“Sanger”) on the one hand, and the Cities of DINUBA, KINGSBURG, SELMA, REEDLEY, and ORANGE COVE, respectively, on the other hand (hereinafter referred to collectively as “Participating Cities”).

RECITALS

WHEREAS, in June 2010 Sanger sought funding on behalf of itself and the Member Cities for recruitment and retention of volunteer firefighters through the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Responders (SAFER) Grant program; and

WHEREAS, in June 2011, Sanger received an award of \$1,109,794 from the SAFER Grant program, with Sanger designated as the administrative center for grant money disbursement for implementation of the program; and

WHEREAS, in August 2013 Sanger and the Participating Cities began developing and implementing the SAFER Grant program, including outlining the training of high school students for careers in the fire service; and

WHEREAS, a facet of the SAFER Grant program is the establishment of a mentoring program where summer internships are offered within each of the parties’ respective fire departments providing part-time jobs that would enhance the students’ career goal experiences; and

WHEREAS, Sanger and the Participating Cities each desire to establish Student Firefighter Intern Programs and obtain applicable grant money from the SAFER Grant award package.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, and the mutual promises contained herein, and for other good and valuable consideration hereby acknowledged, the Parties agree as follows:

I. Responsibilities of Sanger

1. Sanger will act only in the capacity of the administrative agency between the parties for the purposes of receiving invoices from the Participating Cities and requesting applicable grant funds through the SAFER Grant award package for reimbursement of the direct costs of the Student Firefighter Intern Program.
2. After receiving funds from the SAFER Grant program Sanger will reimburse the Participating Cities for approved direct costs for the Student Firefighter Intern Program.

II. Responsibilities of Participating Cities

3. The Participating Cities understand and acknowledge that participating in the Student Firefighter Intern Program is voluntary and failure to participate in Student Firefighter Intern Program does not exclude any Participating Cities from any current or future project or program within the awarded and approved SAFER Grant program.
4. The Participating Cities will utilize the job description developed by Sanger with input from the Participating Cities when advertising Student Firefighter Intern positions in order to better insure the consistency, clarity and educational goals of the Student Firefighter Intern Program.
5. The Participating Cities shall utilize their own hiring policies and practices for hiring part-time employees within their respective jurisdictions. This includes, but is not limited to, job announcement media, application processes, interviews and orientations.
6. The Participating Cities shall submit invoices to Sanger for reimbursement of direct labor costs for the Student Firefighter Intern Program by the 10th day of the month after the costs are incurred. Invoices shall include number of hours worked and all labor costs relative to part-time employment.

III. Responsibilities of Parties

7. The Parties agree that the intent of the Student Firefighter Intern Program is to provide part time employment at the Parties' fire departments so that interns have the opportunity to learn about the fire service and careers in the fire service. Student Firefighter Interns will be assigned to the Parties' fire departments for the duration of their employment.
8. The Parties agree that the intent of the Student Firefighter Intern Program is to run from the time the Participating City's local high school ends for summer break and conclude just before the fall session starts. The Parties agree that any Participating City that continues to employ a Student Firefighter Intern after the time their high school starts the fall session shall be financially responsible for all costs associated with such continued employment and shall not submit for or be eligible to receive reimbursement of such costs under the SAFER Grant award.
9. The Parties agree that the intent of the Student Firefighter Intern Program is not to augment or enhance current career, paid-call, or volunteer staffing levels within the Parties' fire departments. The Student Firefighter Interns will not act in place of a current career, paid-call, or volunteer firefighter for any response for service and their presence on any response for service will not add, enhance or contribute to the normal staffing levels within the Parties' respective fire departments.
10. Sanger will inform the Participating Cities when the balance of the SAFER Grant awarded funds eligible for reimbursing the Student Firefighter Intern Program fall below \$40,000, and the parties shall thereafter cooperate, as necessary, in preparing for and winding

down and terminating the Student Firefighter Intern Program when applicable funds for reimbursement are no longer available.

IV. General Provisions

9. Entire Agreement. This MOU represents the total and complete understanding of the parties regarding the subject matter set forth herein. Any other oral understandings or other prior understandings shall have no force or effect.

10. Severability. In the event any term or provision of this MOU is declared to be invalid or illegal for any reason, this MOU will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this MOU. The remaining provisions will be construed to preserve the intent and purpose of this MOU and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

11. Governing Law/Venue. This MOU, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California.

12. Amendment of Agreement. This MOU cannot be changed or supplemented orally and may be modified, amended or superseded only by written instrument executed by all the parties.

13. Execution in Counterpart. This MOU may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed MOU. Signatures transmitted by facsimile shall be deemed original signatures.

14. Binding Effect: This MOU is for the benefit of and shall be binding on all parties and their respective successors, assigns, heirs, executors, administrators, predecessors, partnerships, employees, attorneys, insurers, sureties, agents, representatives, directors, officers, receivers, trustees and/or stockholders.

15. Authorized Signatures: The signatories of this MOU warrant that they represent the organizations listed and are legally empowered to commit to any and all provisions in the MOU.

IN WITNESS WHEREOF, the parties have signed this MOU as of the dates indicated.

City of Sanger

By: W. Sceltan

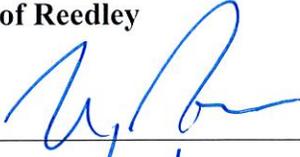
Date: 6/25/15

City of Selma

By: _____

Date: _____

City of Reedley

By: 

Date: 7/21/15

City of Dinuba

By: _____

Date: _____

City of Orange Cove

By: _____

Date: _____

City of Kingsburg

By: _____

Date: _____



REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing

ITEM NO: 6

DATE: July 14, 2015

TITLE: APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SANGER FOR PARTICIPATION IN THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONDERS (SAFER) GRANT STUDENT FIREFIGHTER INTERNSHIP PROGRAM

SUBMITTED: Jerry Isaak, Fire Chief 

APPROVED: Nicole R. Zieba, City Manager 

RECOMMENDATION

Approve the Memorandum of Understanding for participating in the Staffing for the Adequate Fire and Emergency Responders Grant Student Firefighter Internship Program.

EXECUTIVE SUMMARY

The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the National Fire Protection Association (NFPA). The City of Sanger is the lead agency that was awarded the grant funds on behalf of itself and participating agencies; therefore the attached Agreement allows the City of Reedley to hire two students to work a paid summer internship with the Reedley Fire Department. Other nearby participating cities include Dinuba, Kingsburg, Selma, and Orange Cove.

BACKGROUND

In 2010, the Sanger Fire Department solicited neighboring cities to participate in a regional SAFER grant application. The grant was submitted to FEMA in June, 2010. The goal of the grant was to develop an instructional program and recruit high school students from the participating cities. The program would provide students with the training to become a career firefighter. This is especially important for smaller and volunteer agencies to be able to recruit and train students in their own cities.

In June, 2011, Sanger received a grant award in the amount of \$1,109,794 from the SAFER Grant Program, with Sanger being the designated administrator for grant money disbursement and implementation of the program. The program is now fully operational using several different sites for instruction for the participating cities and schools.

One facet of the program is the establishment of a mentoring program where summer internships are offered to students at each of the participating fire departments, actually providing them with a paid part-time job. This gives the students the opportunity to learn, train and conduct themselves in a professional manner that enhances their career goal experiences.

Students wanting to participate in the program will be subject to the normal hiring practices by each participating city. The internship program will begin at summer break and conclude just before the fall session starts. In Reedley, the students will be paid an hourly rate and will work 32 hours per week. We are expecting to provide internships for two (2) students in Reedley. The City will submit invoices to the City of Sanger for reimbursement of the expenses on a monthly basis according to the agreement.

FISCAL IMPACT

All direct staffing costs of the internships will be reimbursed by the City of Sanger on a monthly basis, therefore there will be no adverse impact to the General Fund. The interns will be hired as part-time employees in the Fire Department, and will be covered by the City's worker's compensation program. The remaining balance of the grant funds appear to be more than sufficient to cover the program for the next several years, with the City of Sanger having the responsibility of notifying the participating agencies if available funds fall below \$40,000 so that cities can have adequate time to wind down their programs.

ATTACHMENTS : Memorandum of Understanding with the City of Sanger