



**AGENCY PRACTICES  
VFIRS HARDWARE GRANTS**

*(VFIRS: VIRGINIA FIRE INCIDENT REPORTING SYSTEM)*

***FIRE SERVICES GRANT PROGRAM***

Provision for grant awards to jurisdictions  
to acquire PC hardware to facilitate the  
greater intake of incident reports to VFIRS.

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF FIRE PROGRAMS  
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## **A.) PURPOSE, GENERAL DISCUSSION & PROCEDURE**

This document describes the practices, consistent with the *Code of Virginia* and current policy guidance from the Virginia Fire Services Board (VFSB / Board) by which the Department of Fire Programs ( DFP / Agency) administers grants to jurisdictions for the title purpose.

The “Virginia Fire Incident Reporting System” (VFIRS) is provided for under the *Code*. This “mandate” is a component part of a greater national initiative in compliance with policy guidance provided by VFSB. That national initiative – voluntary participation, is under the control & direction of DHS – U.S. Fire Administration (USFA) which is a sub-division of FEMA.

The national reporting format – NFIRS / National Fire Incident Reporting System, is designed for collecting, analyzing, and reporting injuries and losses of life <sup>and/or</sup> property caused by fire and similar hazard. VFIRS follows the NFIRS format without variation. The Commonwealth currently intakes data under two (2) somewhat differing yet complimentary NFIRS formats: The obsolescent version **4.1** and the current version **5.0**.

- Ver. **4.1** follows the superseded NFPA 901 coding and is ostensibly a paper-based system.
- Ver. **5.0** follows the current NFPA coding structure and is specifically designed as a paperless “eSystem”, itself designed for distributive data-entry via a PC platform. All intake commences through the Commonwealth to a partition or reserved area within the national data base. (As such, the data so collected is solely the property of the State(s) but is available for use on a summary basis by the at-large public – including Local, State, and the Federal governments. The foregoing is universally available to serve the general good of the citizenry by “fighting fire with facts”.)

(\*) The inauguration, propagation, and subsequent maintenance of “NFIRS-5” and any kindred data processing application(s) or utility(ies) is a primary responsibility of USFA. (DFP has been a founding force and continues to be a proactive supporter in furthering DHS-USFA’s data & informational *goals and objectives*; and as such has been both a nationally recognized leader and a major contributor of resources to the “NFIRS effort” over many years.)

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**The explicit purpose of this grant (sub-)program is to provide an incentive to those jurisdictions not currently participating in VFIRS to do so by significantly lessening their economic burden of start-up.**

- Prospective GRANTEES are required to timely file a formal grant application – Exhibit [A];
  - Timeliness of filing and subsequent receipt by the Agency of such properly completed application are solely the applicant’s responsibility.
  - ***The filing of an application does not bind the Board to award nor the Agency to pay any grant.***
- All grants are disbursed upon award determination to jurisdictions – never directly to a department or fire service organization and as such, it is the jurisdiction that is answerable for compliance to terms.
  - Such disbursements are made almost exclusively as an electronic funds transfer / EFT (EDI) to each locality’s *account-of-record*.



- The GRANTEE (...as award recipient) is required to commence incident reporting within six (6) months of receipt of any award and to thereafter report timely for 3-continuous years.
  - **Awards are forfeitable – whole or in part, for any failure in compliance.**

## **B.) CODE OF VIRGINIA CITATION**

§38.2-401 and §9.1-203 of the *Code of Virginia* as amended – “Fire Programs Fund,” is incorporated herein by reference.

## **C.) PRECEDENTS OF LAW & DISCLAIMER**

Nothing contained within this document shall or be construed to supersede the applicable laws and regulations of the Commonwealth of Virginia. In the event of a conflict the applicable law shall supersede the conflicting provision of this policy statement.  
{ Rev. 5/25/2005 }

## **D.) DEFINITION OF TERMS**

**Commonwealth of Virginia, Department of Fire Programs** – “GRANTOR” An agency of the state government of the Commonwealth of Virginia – Executive Branch; herein also referred to as *DFP or Agency*.

**Grantor** – The Commonwealth of Virginia, Department of Fire Programs consistent with any applicable policy guidance from the Virginia Fire Services Board.

**Fire Incident** – Such as defined for the purposes of this grant as the following types of calls: structure fire; outside of structure fire; vehicle fire; trees, brush, grass fire; refuse fire; explosion, no after-fire; outside spill leak with ensuing fire; other fires.

**Grant Acceptance Period** – Upon notification to a jurisdiction of any award, up to six (6) continuous months from the effective date of the award. During this period, the GRANTEE shall acquire the PC hardware, conclude necessary local system PC configuration, possibly embark on ‘beta’-level testing and then commence participation; this “...ACCEPTANCE PERIOD” terminates upon the commencement of the GRANT PARTICIPATION PERIOD – the start of ‘production’-level reporting.

**Grant Application Period** – Nominally July 1<sup>st</sup> through August 31<sup>st</sup> of the fiscal period for which an award is being granted.

**Grant Participation Period** – 3-years; having commenced participation, the “GRANTEE” is required – as a fundamental condition of the award, to report incidents timely to DFP for a period of not less than 36-consecutive months – see also “GRANT ACCEPTANCE...” above.

**Grantee** – Any of the several independent Cities, Counties or Towns incorporated within the counties as listed annually by the Secretary of the Commonwealth and as so designated by VFBS.



**Eligible Jurisdiction** – Potential “GRANTEES”. Localities within the Commonwealth of Virginia otherwise eligible (§38.2-401 et al) to receive *Aid to Localities* as an annual entitlement from the *Fire Programs Fund*; nominally the several COUNTIES, INDEPENDENT CITIES, AND INCORPORATED TOWNS within those counties; herein also referred to simply as *Jurisdiction* or *Locality*.

**Virginia Fire Services Board** – A policy board responsible for promoting the coordination of the efforts of fire service organizations at the state and local levels; herein referred to as *VFSB* or *Board*.

## **E.) TERM OF THE GRANT**

Consistent with Board guidance to the Agency, all awards granted for the title purpose shall be disbursed by the Agency to the GRANTEE prior to the start of the GRANTEE’S GRANT ACCEPTANCE PERIOD. (The foregoing coincident with award notification to the GRANTEE by DFP – usually USPS *Certified Mail: Return Receipt Requested*.)

Such disbursements are made – normally via an EFT (EDI) / electronic funds transfer, to the GRANTEE’s **account-of-record** for their annual entitlement (ATL) from the Fire Programs Fund unless a different account shall have been designated by the GRANTEE.

Note –

- a) If a ‘GRANTEE’ shall determine prior to award notification that they no longer wish to be further considered for or will not accept an award, we ask that they **notify DFP immediately** – *by the most expedient means available*, so as to possibly allow for immediate redistribution consistent with then Board guidance.
- b) If a GRANTEE shall determine after award notification / receipt of funds that they no longer wish to retain the award, please follow the ‘refunding’ instructions contained in **[K]** below addressing “Forfeiture”.

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**Upon receipt, the GRANTEE is thereafter responsible for the use of such funds consistent with all terms & conditions as enumerated within this document.**

## **F.) MAKING APPLICATION FOR A GRANT**

All prospective GRANTEES / award recipients must submit a properly completed applicant blank – Exhibit [A], executed by competent authority, within the Grant Application Period. It is solely the responsibility of the jurisdiction filing the application to do so for receipt by DFP on or before the filing deadline for that fiscal period – *nominally August 31<sup>st</sup>*. (It is strongly recommended that localities forward their properly completed application via USPS *Certified Mail: Return Receipt Requested* or via a commercial carrier such as FedEx, UPS, etc. – ostensibly any agent that provides for a dated receipt to the sender.)



Upon the timely receipt of an application, the Agency shall review that application and make a determination as to completeness, eligibility, and verification / mathematical consistency of the amount requested.

All such completed applications – those received by the deadline, shall then be forwarded to the Board for deliberation and any award(s) determination.

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**The filing of an application does not bind the Board to award nor the Agency to pay any such grant.**

## **G.) SIGNATORY (GRANTEE)**

All documents requiring execution by the GRANTEE must be signed by competent authority.

- a) The Agency recognizes (without further qualification) the following titles for such execution:
  - **Independent Cities** of the Commonwealth – The City Manager or principal Deputy.
  - **Counties** of the Commonwealth – The County Administrator or principal Deputy.
  - **All Towns** incorporated within the Counties – The Mayor or Town Manager/Administrator.
- b) The Agency will also recognize another duly authorized official whereby the application / document is accompanied by a copy of an ordinance or other such formal instrument clearly investing that responsibility in and granting that party such authority.

## **H.) CONDITIONS**

- a) The primary use – over fifty (50%+) percent, of the mix of hardware, software & connectivity acquired pursuant to any award, must be utilized for the proper reporting of incidents under VFIRS.
- b) The locality must participate thereafter for not less than thirty-six (36) consecutive months upon termination of the GRANT ACCEPTANCE PERIOD *as defined herein*.
- c) For each 'department' participating under a jurisdiction's award, and prior to the start of GRANT PARTICIPATION PERIOD, the GRANTEE must identify to the Agency a contact person / liaison. This person shall be answerable to the Agency on behalf of their 'department' for all matters pertaining to that department's reporting including *quality assurance* as to report accuracy, completeness, timeliness, etc.



- d) For first time users, the GRANTEE shall, prior to the start of GRANT PARTICIPATION PERIOD, identify to the Agency local departmental staff for and to assure proper conceptual training on VFIRS as periodically provided by DFP – such training not necessarily specific to any input application.

The GRANTEE shall, prior to the start of GRANT PARTICIPATION PERIOD, assure that one representative of each 'department' completes an eight (8.0) hour course of instruction as periodically provided for by DFP.

## I.) DESCRIPTION & ALLOWED USE OF AWARD

DFP / Agency as the GRANTOR will disburse an award of one-thousand ( \$1,000 ) dollars per 'department' as identified on the GRANTEE's application, each amount for either:

The acquisition of a PC (Personal Computer) and defined peripherals  
/or/  
To upgrade existing hardware.

All such 'acquisition' actions shall be concluded **AFTER the award date**. (Any items procured prior to the award date are not eligible under the grant.)

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Grant funds can be used to purchase, lease, or upgrade the following hardware:

- **PC / Personal Computer** (non-Mac/Apple platform)

**Minimum Specifications:**

- 400MHz, 128 MB of RAM
- 4.3GB Hard Drive
- MS-Windows XP® O/S or then current successor
- 3½" floppy drive
- Read-only CD Drive
- Color monitor
- File Backup Peripheral :: Note – A *CD-RW* will meet this requirement
- 56K modem or network connectivity
- Mouse / Pointer Device
- MS-Office XP® or then current successor
- Antivirus Software (e/g/ Norton's, McAfee, etc.)

- **Printer**
- **Network Interface**

*All items acquired under the grant award are and remain the property of the GRANTEE consistent with all terms & conditions as set forth throughout this document. (The GRANTEE may at any time, if they so wish, transfer title to others – such as 'departments' participating under the GRANTEE's award.)*

**IMPORTANT** ☞ **Expenditure of Grant funds for other than uses as authorized within this document shall subject the GRANTEE to forfeiture.** (Under no circumstance may the procurement of reporting (3<sup>rd</sup> party) software, training on same. Its maintenance or support be provided from grant funds.)



## **J.) TIMELINESS OF REPORTING**

During the GRANT PARTICIPATION PERIOD the GRANTEE is required to report all incidents timely. Failure to report incidents may be deemed non-compliance and subject the GRANTEE to forfeiture.

### **Timely Reporting of Incidents**

All incidents shall be reported (submitted) no later than the end of the calendar month following the month in which the incident occurred, For incidents that remain open, any necessary update shall be reported not later than the month following the month in which it finally closed. (The originating department can update or delete any incident they submitted through DFP.)

Example: *All dates being within the same calendar year → A structure fire on March 27<sup>th</sup> is then/initially deemed to be of suspicious origin. That incident shall initially be reported into the system no later than April 30<sup>th</sup>. The investigation is not concluded until May 20<sup>th</sup> and then 'closed'. If the original report is materially altered by the findings of that investigation – requiring an "update" to the existing record, that 'change' shall be reported no later than July 31<sup>st</sup>.*

## **K.) FORFEITURE**

- a) If the GRANTEE shall fail to commence timely reporting within the GRANT ACCEPTANCE PERIOD they shall irrevocably forfeit their entitlement to the award previously tendered. If in the judgment of the Agency there shall be extenuating circumstance – inclusive of non-availability of appropriate instruction for cause other than that on the part of the GRANTEE, then DFP may temporarily suspend this provision until such time, in the sole judgment of the Agency, the GRANTEE shall have had opportunity to properly commence report input.
- b) If the Grantee shall have commenced reporting – as in (a.) above, but thereafter during the GRANT PARTICIPATION PERIOD, either:
  - Fail to continue reporting
  - /or/
  - Fail to continue to report timely,

...they shall pro rata forfeit their entitlement to the award previously tendered.

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If the Agency shall deem that the GRANTEE has failed to report or has failed to report timely during the GRANT PARTICIPATION PERIOD for the numbered month specified in this table, then the GRANTEE shall reimburse the Agency the corresponding amount shown:



Month	Amount	Month	Amount	Month	Amount
1	\$1,000.00	13	\$666.67	25	\$333.33
2	\$972.22	14	\$638.89	26	\$305.56
3	\$944.44	15	\$611.11	27	\$277.78
4	\$916.67	16	\$583.33	28	\$250.00
5	\$888.89	17	\$555.56	29	\$222.22
6	\$861.11	18	\$527.78	30	\$194.44
7	\$833.33	19	\$500.00	31	\$166.67
8	\$805.56	20	\$472.22	32	\$138.89
9	\$777.78	21	\$444.44	33	\$111.11
10	\$750.00	22	\$416.67	34	\$83.33
11	\$722.22	23	\$388.89	35	\$55.56
12	\$694.44	24	\$361.11	36	\$27.78

**Payment of Forfeiture** – A jurisdiction forfeiting any part of their award is required to reimburse DFP within 30 calendar days of receipt of a formal demand for such from the Agency. (All decisions on the part of DFP shall be final upon the expiration of the aforementioned 30 day period – See also “Appeal” next below.)

All reimbursements shall be marked payable to the “*Treasurer of Virginia*” and tendered to DFP at the address – and none other, designated by the Agency in their notice.

**Appeal** – The GRANTEE may appeal to the Board any decision on the part of the Agency to impose forfeiture. Such appeal must be made in writing, executed by the competent authority for the jurisdiction, and received by the Board no later than 15 days after receipt of the initial notification. Such appeals may be forward to the Board (c/o DFP) at the address cited in the original notification.

## L.) AGENCY PROVIDED INSTRUCTION

It is solely the responsibility of the GRANTEE to commence and thereafter report incidents timely.

The Agency shall endeavor to provide ‘basic conceptual training’ both periodically and geographically disbursed throughout the Commonwealth to meet GRANTEES’ departmental needs.