

VFIRS HARDWARE GRANTS



AGENCY POLICY

(VFIRS: VIRGINIA FIRE INCIDENT REPORTING SYSTEM)

FIRE SERVICES GRANT PROGRAM

VIRGINIA DEPARTMENT OF FIRE PROGRAMS

and the

Virginia Fire Services Board

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A) PURPOSE

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 (VDFP / Agency) administers grants to jurisdictions for the title purpose.

The explicit purpose of this grant 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.

B) GENERAL OVERVIEW

Grant disbursements to eligible jurisdictions to acquire ‘hardware’ are to be administered by the *Department of Fire Programs* from the Commonwealth’s *Fire Programs Fund* as provided for in the *Code of Virginia* [§38.2-401:D] and consistent with policy guidance provided by the *Virginia Fire Services Board* as wholly set forth within this document. All VFIRS Hardware grants shall first be authorized by the *Virginia Fire Services Board*.

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^{and}/_{or} property caused by fire and similar hazard. VFIRS follows the NFIRS format without variation. The Commonwealth presently intakes data under the current version 5.0 NFIRS format.

- 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. (The data 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*”.*)
- Prospective GRANTEEES are required to timely file a formal VFIRS Hardware Grant Application.
- Timeliness of filing the properly completed application and subsequent receipt by the Agency of such are solely the applicant’s responsibilities.
- ***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 responsible 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 monthly for 3-continuous years.
- **Awards are forfeitable – whole or in part, for any failure in compliance.**

*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.

C) 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.

D) 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.

E) 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 *VDFP 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 1st through August 31st 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 fire and non-fire incidents monthly to VDFP 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 VFSB.

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*.

F) 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 VDFP – 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 is 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 VDFP 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”.

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

G) AWARD AMOUNT

There shall be a cap on the maximum amount of funds to be awarded in any single grant to a jurisdiction based upon the number fire departments listed in their grant application for the titled purpose. An amount of **\$700⁰⁰** per department shall generally be allowed in computing any Locality’s award, potentially subject to a maximum amount for each jurisdiction as may be determined by the BOARD and thereafter uniformly applied to all award recipients for that fiscal period.

H) 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 VDFP on or before the filing deadline for that fiscal period – *nominally August 31st*. (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.

The filing of an application neither binds the Board to award nor the Agency to pay any such grant.

I) 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.

J) CONDITIONS

- a) The primary use – over fifty (50%+) percent of the mix of hardware 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 responsible 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 VDFP – such training not necessarily specific to any input application.

The GRANTEE shall, prior to the start of GRANT PARTICIPATION PERIOD, assure that at least one representative of each 'department' completes an available course of instruction as periodically provided for by VDFP.

K) DESCRIPTION & ALLOWED USE OF AWARD

VDFP / Agency as the GRANTOR will disburse seven hundred (\$700) dollars per awarded department as identified on the GRANTEE's application, each amount for either:

The acquisition of a Personal Computer and/or Tablet 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.)

Grant funds can be used to purchase or upgrade the following hardware.

- **Personal / Laptop Computers (Non-Mac/Apple)**

Minimum Specifications:

- 2 GB RAM Memory
- 120 GB Hard Drive
- Microsoft Windows 8 Operating System or latest version
- DVD +/- RW Drive
- Color Monitor / Display
- Network Connection Equipment
- Mouse / Keyboard
- Antivirus Software (Norton, McAfee, etc.)

- **Computer Tablets (Non-Apple / iPad) and Mi-Fi Peripheral**

Minimum Specifications:

- Any Windows or Android Operating System (Not Apple iOS)
 - (Internet Explorer or Firefox browsers required)
- Internal Memory - 2 GB RAM
- Hard Drive Storage - 32 GB, 100-300 GB Recommended
- Internet Connection Equipment – Mi-Fi Peripheral
- Keyboard and Mouse Accessories
- Antivirus Software (Norton, McAfee, etc.)

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 grant funds be used for the following items: sales taxes, reporting software such as Microsoft Office, training, maintenance, support, or extended warranties.)

L) PROJECT COMPLETION

VFIRS Grant projects and/or program start-ups shall be completed within six (6) months following receipt of an award.

M) REPORTING REQUIREMENTS

Awarded localities shall submit a written report to VDFP within thirty (30) days of the conclusion of the VFIRS Grant six (6) month cycle. This report shall describe the fund’s use and benefit to fire services agencies and/or the community served by such organizations. It will also allow the localities to comment on the Virginia Fire Services Board VFIRS program.

N) TIMELINESS OF REPORTING

During the GRANT PARTICIPATION PERIOD the GRANTEE is required to report all incidents monthly. 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 15th of the calendar month for incidents that occurred in the previous month. For example: January incidents are due on February 15th each year. February incidents are due on March 15th. For incidents that remain open, any necessary update shall be reported no later than the 15th of the following month after it finally closed. (The originating department can update or delete any incidents they submitted through VDFP.)

Example: A structure fire on March 27th is initially deemed to be of suspicious origin. That incident shall initially be reported into the system no later than April 15th. The investigation is not concluded until May 20th 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 June 15th.

O) 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 VDFP 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.

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	\$700.00	13	\$466.72	25	\$233.44
2	\$680.56	14	\$447.28	26	\$214.00
3	\$661.12	15	\$427.84	27	\$194.56
4	\$641.68	16	\$408.40	28	\$175.12
5	\$622.24	17	\$388.96	29	\$155.68
6	\$602.80	18	\$369.52	30	\$136.24
7	\$583.36	19	\$350.08	31	\$116.80
8	\$563.92	20	\$330.64	32	\$97.36
9	\$544.48	21	\$311.20	33	\$77.92
10	\$525.04	22	\$291.76	34	\$58.48
11	\$505.60	23	\$272.32	35	\$39.04
12	\$486.16	24	\$252.88	36	\$19.60

Payment of Forfeiture – A jurisdiction forfeiting any part of their award is required to reimburse VDFP within 30 calendar days of receipt of a formal demand for such from the Agency. (All decisions on the part of VDFP 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 VDFP 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 VDFP) at the address cited in the original notification.



P) 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.

CERTIFICATION:

We the undersigned as Chairman of the VIRGINIA FIRE SERVICES BOARD and Executive Director of the DEPARTMENT OF FIRE PROGRAMS jointly adopt the foregoing policy as such supersedes all such prior policy statements for the titled purpose; effective this 7th day of November 2015.

	
Walter Bailey Chairman Virginia Fire Services Board	Melvin D. Carter Executive Director Virginia Department of Fire Programs