

CITY OF WINCHESTER, VIRGINIA

CITY COUNCIL AGENDA ITEM

CITY COUNCIL MEETING OF: September 8, 2015

RESOLUTION ORDINANCE DESCRIPTION/PRESENTATION

ITEM TITLE: Resolution to Accept the Virginia Department of Fire Programs (VD FP) Burn Building Grant

PUBLIC HEARING DATE:

The initiating Department Director will place below, in sequence of transmittal, the names of each department that must initial their review in order for this item to be placed on the City Council agenda. The completion of review only addresses the readiness of the issue for Council consideration. This does not address the recommendation for approval or denial of the issue.

Review:

| | | |
|------------------|-----------|---------------------|
| Allen Baldwin | Completed | 09/01/2015 2:40 PM |
| Mary Blowe | Completed | 09/01/2015 2:57 PM |
| Anthony Williams | Completed | 09/01/2015 3:14 PM |
| Eden Freeman | Completed | 09/03/2015 10:46 AM |

Allen Baldwin

Allen Baldwin, Chief of Fire & Rescue

9/1/2015



APPROVED AS TO FORM:

Anthony Williams

CITY ATTORNEY

Eden Freeman

Eden Freeman, City Manager

9/3/2015

CITY COUNCIL ACTION MEMO

To: Honorable Mayor and Members of City Council
From: Allen Baldwin, Chief of Fire & Rescue
Date: September 8, 2015
Re: Resolution to Accept the Virginia Department of Fire Programs (VDFP) Burn Building Grant

THE ISSUE:

The Winchester Regional Training Center burn building constructed in the early 1980's has reached its life expectancy for the training of firefighters. This building is utilized to train and certify firefighters in live fire scenarios. The building has been deemed non-compliant by the Virginia Department of Fire Programs (VDFP) as it no longer meets the requirements of NFPA 1001, 1402, and 1403 standards. In addition, the burn building is not considered to be structurally sound due to its age, condition and use and is no longer considered safe for live fire evolutions.

RELATIONSHIP TO STRATEGIC PLAN:

Goal 3: Advance Quality of Life for All Winchester Residents.

BACKGROUND:

The Winchester Regional Training Center began operation in 1966 as an effort to provide firefighter training to the City of Winchester firefighters and surrounding jurisdictions. Modifications to this center have been made over the years with the assistance of VDFP through state grant funds. The burn building in question has seen significant rehabilitation over the years to prolong its life. With the evolution of NFPA standards, the certifying process for firefighters has placed higher demands on facilities to upgrade to meet these requirements.

Currently, the FY2017 budget contains a capital project to replace this building in the amount of \$600,000 with additional monies coming from VDFP in the amount of \$430,000 for a total of \$1,030,000. The City Manager advised the WFRD to seek funding from this grant and the city was awarded a \$480,000 grant from VDFP to construct a new building. In addition, fire and rescue leadership from Clarke County and Frederick County have provided letters of support for this project although no amount of financial support has been defined at this time. We anticipate both entities will contribute financially once we have better cost estimates. The construction of this project will be subject to competitive bidding and the final cost of construction may be less than currently estimated.

BUDGET IMPACT:

Staff currently estimates that an additional amount of \$300,000 from the participating jurisdictions will be needed as the cost sharing portion to complete the building bringing the total project to \$780,000. To begin this project, a supplemental appropriation for this project will be sent forward to Council in the fall.

The performance period for the grant is 20 years with required yearly inspections by certified engineers as well as ongoing repairs that can be supplemented by additional VDFP grant monies. Limited budget requests may be made necessary in future years to offset the required inspection costs and potential repairs.

OPTIONS:

Option 1: Authorizes the City Manager to accept and execute any agreements related to the acceptance of the VDFP grant to design and construct a burn building and to administer all of the necessary reporting duties related to this grant and authorize the supplemental appropriations at a later date.

Option 2: Refusal of the award.

RECOMMENDATIONS:

It is recommended that the City Council authorize the acceptance of the \$480,000 grant award from the VDFP and direct staff to begin planning and estimating efforts to construct a new burn building at the Winchester Regional Training Center.

**RESOLUTION TO ACCEPT THE VIRGINIA DEPARTMENT OF FIRE
PROGRAMS (VDFP) BURN BUILDING GRANT**

**A RESOLUTION TO AUTHORIZE THE
CITY MANAGER TO ACCEPT AND EXECUTE
THE VDFP BURN BUILDING GRANT AWARD**

WHEREAS, the City of Winchester Fire and Rescue Department is in need of a new regional burn building facility; and

WHEREAS, the Virginia Department of Fire Programs (VDFP) solicited applications for their Burn Building Grant; and

WHEREAS, the City of Winchester submitted an application to VDFP that requested funding to assist the City of Winchester's Fire and Rescue Department in the design and construction of a new burn building facility; and,

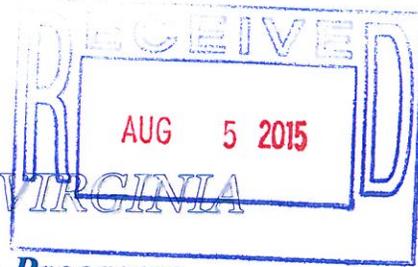
WHEREAS, VDFP received the City of burn building grant application and awarded the City of Winchester with \$480,000 to design and construct a burn building.

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Winchester, Virginia hereby authorizes the City Manager to accept and execute any documents related to the acceptance and management of the VDFP grant to design and construct a burn building and to administer all of the necessary reporting duties related to this grant.



COMMONWEALTH of VIRGINIA

Virginia Department of Fire Programs



Melvin D Carter
EXECUTIVE DIRECTOR

Finance Branch
1005 Technology Park Drive
Glen Allen, VA 23059-4500
Phone: 804/ 371-0220
Fax: 804/ 371-3358

August 3, 2015

Chief J.D. Orndorff
Winchester City
231 E Piccadilly Street
Winchester, VA 22601

Dear Chief Orndorff:

On behalf of the Virginia Fire Services Board, we are pleased to advise **Winchester**, Virginia of a **grant award of up to \$480,000 for the new construction** of a burn building as a prop to assist in training the fire service for its jurisdiction. The grant award is allocated as up to \$450,000 for the new construction and up to \$30,000 for architect and/or engineering services, totaling \$480,000.

According to the amended application submitted, the City has elected to construct its burn building according to the minimum standards specified in Prototype I, Class A.

This award is effective: FY2016

Accordingly, the **City has until August 31, 2016 to submit a valid building permit and begin construction** consistent with the terms and conditions of the mutually executed Disbursement Agreement. Following such date, the City will have an additional twelve (12) months to complete construction and collect the balance of their award. **The project expiration date is marked as August 31, 2017.** 

Be advised that all documents are available on our website at www.vafire.com under the Grants and Local Aid: Burn Building link, including the VFSB Burn Building Policy which is effective as of July 1, 2013. The City is required to review these documents very carefully in order to progress with its project in compliance with the terms and conditions of this grant award and the Policy that governs the Burn Building Grant Program.

In accordance with the Burn Building Policy, the City will be required to attend an Orientation Meeting at the Division 2 Office in Culpeper, Virginia that must be held within thirty (30) days of award notification. The purpose of this meeting is to introduce VDFP staff to new grants recipients, provide an overview of the Burn Building Grant Program, and offer an opportunity for grants recipients to ask questions about the grants process. **The City must schedule the Orientation Meeting by September 3, 2015.**

Two originals of the Burn Building Disbursement Agreement are included. The City Manager must sign both originals and have them sent to my attention. Both originals will be counter signed by the Virginia Department of Fire Programs. One original will be returned to the City for Local file retention. **No funds disbursements will be authorized or released without the executed disbursement Agreement.**

Funds disbursement for new construction projects will be made in five (5) installments upon notification by the jurisdiction to the Agency. Once a valid building permit has been submitted and an executed Agreement is on file, the jurisdiction is eligible to draw the first 25% of the construction grant. Once A/E services are complete, jurisdictions may also request reimbursement for such services up to the amount awarded by the VFSB not to exceed \$30,000. Remaining funds disbursements for the construction grant will be made upon jurisdiction request on the percentage of completion method at 50%, 75% and 100% completion. In order to be eligible for final payment, the prop must be placed in operation. It is the responsibility of the jurisdiction to maintain all such records subject to audit by this Agency or its assignees for a period of five (5) years following the date of the last transfer of award funds to the grant recipient.

If you have any questions, feel free to contact me at my office 804/249-1958, or via email at Joe.Thompson@vdfp.virginia.gov.

Respectfully,



Joseph Thompson
Grants & Local Aid Manager

Enclosure

c: Eden Freeman, City Manager
Walter Bailey, Chair, Virginia Fire Services Board
Robert Miner, Chair, Burn Building Subcommittee
Melvin D Carter, Executive Director, Virginia Department of Fire Programs
John Fugman, Division Manager, Virginia Department of Fire Program

VIRGINIA FIRE SERVICE GRANT PROGRAM AGREEMENT

Grant for Constructing or Repairing Burn Building or Fire Service Training Facilities

Statutory Authority: §38.2-401 of the *Code of Virginia*

This Grant Agreement, made as of the _____ day of _____, by and among the VIRGINIA DEPARTMENT OF FIRE PROGRAMS (the "Department"), acting as authorized on behalf of the Virginia Fire Services Board (the "Board"), and _____ City of Winchester _____, (the "Grantee"), governs the distribution and use of Fire Services Grant Program moneys, as provided for in §38.2-401 (D) of the *Code of Virginia*.

WHEREAS, §38.2-401 (D) of the *Code of Virginia*, authorizes the Board to determine the distribution of grants to provide regional fire services training facilities; to finance the Virginia Fire Incident Reporting System; and to build or repair Burn Buildings; and

WHEREAS, the Grantee has submitted an application for a grant from the Fire Services Grant Fund Program to assist in funding the construction of or repair to a burn building, or funding the construction of or repair to a regional fire service training facility, City of Winchester Burn Building together with plans, specifications and project narrative for such project narrative for such project, more specifically described in Attachment A hereto (the "Project"); and

WHEREAS, the Board has approved the Project and has authorized the Department to act on its behalf in the distribution and administration of grants;

NOW, THEREFORE, pursuant to the authority granted to the Board and Department by §38.2-401 (D) of the *Code of Virginia*, and in consideration of the Grantee's adoption and ratification of the representations, terms and conditions as herein provided, and benefits to accrue to the Commonwealth and public from the accomplishment of this Project, the department offers a grant of \$ 480,000.00 to pay eligible Project cost subject to the terms and conditions listed below:

- 1 These funds shall be disbursed by the Department to the Grantee after the Agreement has been signed.
- 2 These funds shall be deposited in an interest-bearing account or normal risk and with a demand restriction, if any, not exceeding 30 calendar days until they are needed. The Grantee must be able to account for both the principle and the interest amounts. Any unused funds, including interest, shall be returned to the Department.
- 3 Unless an extension has been granted by the Department, the construction and/or repair tasks shall be completed, and all documentation pertaining to such activities shall be submitted to the Department on or before 12 months after the grant funds have been disbursed.
- 4 The Department may grant an extension of up to three months beyond the 12 month period to complete the construction and/or repairs, and to submit documentation. Any extension beyond three months must be submitted to the Virginia Fire Services Board for approval.

- 5 The Grantee agrees to carry out and complete all phases of the Project strictly in accordance with the plans, specifications and project narrative. The plans, specifications and project narrative may only be revised or modified with the Board or Department's prior written approval. The Grantee agrees to allow the Board representative access to the Project at all reasonable times to verify compliance with the approved plans, specifications and project narrative.
- 6 The Grantee agrees that no construction or repair work shall commence until the following types of insurance are in place for entities performing any such work, including subcontractors, and these types of insurance shall be maintained at all times while construction or repair work is being performed: (a) an All Risk Builders Risk Property insurance policy based on the completed value of all such work, with exclusions for design errors or defects removed by policy endorsement, and the locality shall be named additional insured in such policy; (b) a Workers' Compensation and Employer's Liability insurance policy covering all workers or employees engaged in such work, and, in case any such work is sublet, each subcontractor shall, similarly, provide Workers' Compensation and Employer's Liability Insurance for all of the subcontractor's workers or employees who are engaged in the work, and in amounts not less than the minimums required by the Code of Virginia and other applicable laws and regulations; (c) a Comprehensive Commercial General Liability insurance policy that provides a minimum level of \$500,000 combined single limit per occurrence, and the locality shall be named as an additional insured party in such policy; and (d) a Comprehensive Automobile Liability insurance policy that will insure against claims for property damage that may arise from the operation of motor vehicles associated with the construction or repair work, with a minimum level of \$500,000 combined single limit per occurrence. Before the commencement of any work, the locality must submit to the VDFP a Certificate of Coverage or Certificate of Insurance indicating that these types of insurance are in effect. All insurance shall be provided by insurers who are licensed to provide insurance in the Commonwealth of Virginia.
- 7 The Grantee agrees to operate and maintain the Project, now existing or built in whole or in part as a result of the Project, as a training facility for a period of 20 years from completion of this Project.
- 8 The Grantee agrees to operate, maintain and use the Project in accordance with the policies adopted by the Board, as amended from time to time.
- 9 Subject to lawful appropriation, the Grantee agrees to repay to the Department a sum which is equal to the pro-rata share (computed monthly) of all monies received under this Grant Agreement based on the period of operation and maintenance as specified in paragraph 7 above in the event that the Project ceases to be available for such specified training purposes prior to the expiration of such period, if such change in availability is due to an act or omission within the sole and direct control of the Grantee.
- 10 Grantee hereby agrees that the Project shall be maintained and operated at all times in a manner designed to prolong the useful life of the Project and that no condition will be allowed to exist that will, or is likely to, lead to a shorter than expected useful life for the Project. The Grantee further agrees to ensure appropriate encroachment factors of surrounding land for a period of 5 years from the completion date of the Project.

11 The Grantee represents to the Department that (a) its authorized representative whose signature appears below has read and understands the referenced provisions of the Code of Virginia and the Board's policy entitled "VFSB Burn Building Policy: Fire Service Grant Program, Grant Awards to Construct, Renovate, or Repair Burn Buildings throughout the Commonwealth", adopted thereunder, as amended from time to time, which are hereby incorporated into this Grant Agreement by reference in its entirety; (b) it agrees to comply with all applicable provisions of the Code of Virginia, including if appropriate, the Virginia Public Procurement Act that governs construction of public facilities by private entities. (c) It is duly authorized to enter into this Grant Agreement and to perform its obligations hereunder and has taken all necessary action to authorize such execution and performance.

12 This grant will be fully liquidated in public benefits to the Commonwealth 20 years from the completion date of the Project and the Grantee shall have no further financial obligation to the Commonwealth under this Grant Agreement upon the expiration of such time.

13 To the extent permitted by law, the Grantee shall retain title to the Project and underlying land, and the Grantee shall not release or transfer title without first receiving written approval from the Board prior to such release, which approval shall not be unreasonably withheld.

14 The Grantee agrees to retain all books, records and other documents relative to expenditures of Grant Funds for five years from the completion date of the Project. The Board, the Department and/or State auditors shall have full access to and the right to audit any of these records during the above-referenced period.

15 The Department shall be bound hereunder only to the extent of the Fire Services Grant Funds available or which may hereafter become available for the purpose of this Grant Agreement.

16 This writing constitutes the entire Grant agreement between the parties, supersedes any existing agreement among the parties hereto relative to the matters contained herein, and may be modified only by written amendment executed by all parties.

17 This agreement shall in all respects be governed by the laws of the Commonwealth of Virginia without regard to the legislative or judicial conflict of laws rules of any state.

18 If any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, it shall not render the remaining portions of this Grant Agreement void or unenforceable.

19 This Grant Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

20 When any written notice or report is required or may be given hereunder, it will be deemed sufficient if the party giving such notice, request, or report delivers the same to the other party by U.S. mail, postage prepaid, or by other superior mailing, or by hand delivery. All notices, request, demands or reports delivered by mail or by hand will be deemed to have been given when received by any party hereto at the following addresses:

Grantee: Such office or mailing address as stated on the Point of Contact Form attached hereto or to such other address of which the Grantee has notified the other parties hereto in writing.

Agency and Board: Virginia Department of Fire Programs
Attn: Burn Building Grant Administration
1005 Technology Park Drive
Glen Allen VA 23059-4500

or to such other address of which the Department has notified the Grantee in writing.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Grant Agreement as of the date first above written, intending to be bound thereby.

DEPARTMENT OF FIRE PROGRAMS

BY:

Signature of Authorized Representative Date

Name: _____

Title: _____

GRANTEE

The Grantee, City of Winchester does hereby accept and ratify all terms, conditions and agreements contained in this Grant Agreement and does hereby accept the grant and by such acceptance agrees to all of the terms and conditions hereof.

BY:

Signature of Authorized Representative Date

Name: Eden Freeman

Title: City Manager

VIRGINIA FIRE SERVICE GRANT PROGRAM AGREEMENT

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WHEREAS, the Grantee has submitted an application for a grant from the Fire Services Grant Fund Program to assist in funding the construction of or repair to a burn building, or funding the construction of or repair to a regional fire service training facility, City of Winchester Burn Building together with plans, specifications and project narrative for such project, more specifically described in Attachment A hereto (the "Project"); and

WHEREAS, the Board has approved the Project and has authorized the Department to act on its behalf in the distribution and administration of grants;

NOW, THEREFORE, pursuant to the authority granted to the Board and Department by §38.2-401 (D) of the *Code of Virginia*, and in consideration of the Grantee's adoption and ratification of the representations, terms and conditions as herein provided, and benefits to accrue to the Commonwealth and public from the accomplishment of this Project, the department offers a grant of \$ 480,000.00 to pay eligible Project cost subject to the terms and conditions listed below:

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- 6 The Grantee agrees that no construction or repair work shall commence until the following types of insurance are in place for entities performing any such work, including subcontractors, and these types of insurance shall be maintained at all times while construction or repair work is being performed: (a) an All Risk Builders Risk Property insurance policy based on the completed value of all such work, with exclusions for design errors or defects removed by policy endorsement, and the locality shall be named additional insured in such policy; (b) a Workers' Compensation and Employer's Liability insurance policy covering all workers or employees engaged in such work, and, in case any such work is sublet, each subcontractor shall, similarly, provide Workers' Compensation and Employer's Liability Insurance for all of the subcontractor's workers or employees who are engaged in the work, and in amounts not less than the minimums required by the Code of Virginia and other applicable laws and regulations; (c) a Comprehensive Commercial General Liability insurance policy that provides a minimum level of \$500,000 combined single limit per occurrence, and the locality shall be named as an additional insured party in such policy; and (d) a Comprehensive Automobile Liability insurance policy that will insure against claims for property damage that may arise from the operation of motor vehicles associated with the construction or repair work, with a minimum level of \$500,000 combined single limit per occurrence. Before the commencement of any work, the locality must submit to the VDFP a Certificate of Coverage or Certificate of Insurance indicating that these types of insurance are in effect. All insurance shall be provided by insurers who are licensed to provide insurance in the Commonwealth of Virginia.
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- 8 The Grantee agrees to operate, maintain and use the Project in accordance with the policies adopted by the Board, as amended from time to time.
- 9 Subject to lawful appropriation, the Grantee agrees to repay to the Department a sum which is equal to the pro-rata share (computed monthly) of all monies received under this Grant Agreement based on the period of operation and maintenance as specified in paragraph 7 above in the event that the Project ceases to be available for such specified training purposes prior to the expiration of such period, if such change in availability is due to an act or omission within the sole and direct control of the Grantee.
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11 The Grantee represents to the Department that (a) its authorized representative whose signature appears below has read and understands the referenced provisions of the Code of Virginia and the Board's policy entitled "VFSB Burn Building Policy: Fire Service Grant Program, Grant Awards to Construct, Renovate, or Repair Burn Buildings throughout the Commonwealth", adopted thereunder, as amended from time to time, which are hereby incorporated into this Grant Agreement by reference in its entirety; (b) it agrees to comply with all applicable provisions of the Code of Virginia, including if appropriate, the Virginia Public Procurement Act that governs construction of public facilities by private entities. (c) It is duly authorized to enter into this Grant Agreement and to perform its obligations hereunder and has taken all necessary action to authorize such execution and performance.

12 This grant will be fully liquidated in public benefits to the Commonwealth 20 years from the completion date of the Project and the Grantee shall have no further financial obligation to the Commonwealth under this Grant Agreement upon the expiration of such time.

13 To the extent permitted by law, the Grantee shall retain title to the Project and underlying land, and the Grantee shall not release or transfer title without first receiving written approval from the Board prior to such release, which approval shall not be unreasonably withheld.

14 The Grantee agrees to retain all books, records and other documents relative to expenditures of Grant Funds for five years from the completion date of the Project. The Board, the Department and/or State auditors shall have full access to and the right to audit any of these records during the above-referenced period.

15 The Department shall be bound hereunder only to the extent of the Fire Services Grant Funds available or which may hereafter become available for the purpose of this Grant Agreement.

16 This writing constitutes the entire Grant agreement between the parties, supersedes any existing agreement among the parties hereto relative to the matters contained herein, and may be modified only by written amendment executed by all parties.

17 This agreement shall in all respects be governed by the laws of the Commonwealth of Virginia without regard to the legislative or judicial conflict of laws rules of any state.

18 If any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, it shall not render the remaining portions of this Grant Agreement void or unenforceable.

19 This Grant Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

20 When any written notice or report is required or may be given hereunder, it will be deemed sufficient if the party giving such notice, request, or report delivers the same to the other party by U.S. mail, postage prepaid, or by other superior mailing, or by hand delivery. All notices, request, demands or reports delivered by mail or by hand will be deemed to have been given when received by any party hereto at the following addresses:

Grantee: Such office or mailing address as stated on the Point of Contact Form attached hereto or to such other address of which the Grantee has notified the other parties hereto in writing.

Agency and Board: Virginia Department of Fire Programs
Attn: Burn Building Grant Administration
1005 Technology Park Drive
Glen Allen VA 23059-4500

or to such other address of which the Department has notified the Grantee in writing.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Grant Agreement as of the date first above written, intending to be bound thereby.

DEPARTMENT OF FIRE PROGRAMS

BY:

Signature of Authorized Representative Date

Name: _____

Title: _____

GRANTEE

The Grantee, City of Winchester does hereby accept and ratify all terms, conditions and agreements contained in this Grant Agreement and does hereby accept the grant and by such acceptance agrees to all of the terms and conditions hereof.

BY:

Signature of Authorized Representative Date

Name: Eden Freeman

Title: City Manager