

State of California  
 Department of Forestry and Fire Protection (CAL FIRE)  
 Technical Services  
**GRANT AGREEMENT**

**APPLICANT:** YOLO COUNTY  
**PROJECT TITLE:** CONSTRUCTION, COUNTY ROAD 40 LOW WATER BRIDGE  
**GRANT AGREEMENT:** 9GA20700 Amendment 1

**PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 31, 2024.**

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

**PROJECT DESCRIPTION:** Requesting deadline extension due to weather delays.

**Total State Grant not to exceed \$ 2,200,000.00** (or project costs, whichever is less).

*\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**YOLO COUNTY**

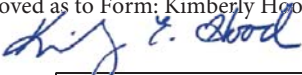
**STATE OF CALIFORNIA  
 DEPARTMENT OF FORESTRY  
 AND FIRE PROTECTION**

Applicant

By \_\_\_\_\_  
 Angel Barajas  
 Title Chair, Yolo County Board of Supervisors  
 Date \_\_\_\_\_

By \_\_\_\_\_  
 Michael Duggan  
 Title: Chief of Technical Services  
 Date \_\_\_\_\_

Approved as to Form: Kimberly Hood, Asst. County Counsel



**CERTIFICATION OF FUNDING**

GRANT AGREEMENT NUMBER <b>9GA20700</b>	PO ID <b>0000271181</b>	SUPPLIER ID <b>0000003792</b>
FUND <b>0001</b>	FUND NAME <b>GENERAL FUND</b>	
PROJECT ID <b>N/A</b>	ACTIVITY ID <b>N/A</b>	AMOUNT OF ESTIMATE FUNDING <b>\$ 2,200,000.00</b>
GL UNIT <b>3540</b>	BUD REF <b>101</b>	ADJ. INCREASING ENCUMBRANCE <b>\$ 0.00</b>
PROGRAM NUMBER <b>2465019</b>	ENY <b>2019</b>	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT <b>5340580</b>	ALT ACCOUNT <b>5340580000</b>	UNENCUMBERED BALANCE <b>\$ 0.00</b>
REPORTING STRUCTURE <b>35409410</b>	SERVICE LOCATION <b>22204</b>	

**I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.**

Signature of CAL FIRE Accounting Officer

Date

## **TERMS AND CONDITIONS OF GRANT AGREEMENT**

### **I. RECITALS**

- a. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and YOLO COUNTY, hereinafter referred to as "GRANTEE".
- b. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Two million two hundred thousand dollars,(\$2,200,000.00).
- c. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
  - i. Exhibit A1 – Scope of Work
  - ii. Exhibit A2 – Construction Cost Estimate (Budget)
  - iii. Exhibit A3 - Schedule

### **II. SPECIAL PROVISIONS**

- a. Recipients of GRANT FUNDS pursuant to Budget Act of 2019 (Chapter 363, Statutes of 2019) Item 3540-101-0001 Provision 1 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
- b. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

GRANT AGREEMENT 9GA20700  
YOLO COUNTY  
CONSTRUCTION, COUNTY ROAD 40 LOW WATER BRIDGE

- c. If the Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native vegetation will be used in the Project. Approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
- d. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

### **III. GENERAL PROVISIONS**

#### **1. Definitions**

- a. The term "Agreement" means grant agreement number 9GA20700.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the Scope of Work included as Exhibit A1.
- g. The term "Project Budget Detail" as used herein defines the approved budget plan included as Exhibit A2.
- h. The term "Scope of Work" as used herein means the description or activity for the work to be accomplished by County Road 40 Low Water Bridge Project further described in Exhibit A1.
- i. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection or other similar activities.

GRANT AGREEMENT 9GA20700  
YOLO COUNTY  
CONSTRUCTION, COUNTY ROAD 40 LOW WATER BRIDGE

- j. The term “real property” means the bridge identified in this project and the portion of County Road 40 accessing said bridge as described in Item 3540-101-0001 Provision 1 of the Budget Act of 2019.

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: YOLO COUNTY
Section/Unit: Technical Services	Section/Unit: Dept. of Community Services, Dept. of Public Works
Attention: Michael Duggan, Chief of Technical Services	Attention: Mark Christison
Mailing Address: P.O. Box 944246 Sacramento, CA 94244-2460	Mailing Address: 292 W. Beamer St. Woodland, CA 95695
Phone Number: (916) 324-1642	Phone Number: (530) 666-8842
Email Address: Mike.Duggan@fire.ca.gov	Email Address: mark.christison@yolocounty.org

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this

GRANT AGREEMENT 9GA20700  
YOLO COUNTY  
CONSTRUCTION, COUNTY ROAD 40 LOW WATER BRIDGE

Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.

- d. GRANTEE certifies that the Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws.
- f. GRANTEE shall comply with Labor Code Section 1771.8 regarding the payment of prevailing wages and the labor compliance program as outlined in the Labor Code Section 1771.5 (b) to the extent applicable to the Project.
- g. GRANTEE shall permit access to the Project by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Scope of Work, including review of plans, reports, specifications, change orders, project inspections and site visits..
- h. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

#### 4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Project Budget Detail, and made a part of this Agreement.

GRANT AGREEMENT 9GA20700  
YOLO COUNTY  
CONSTRUCTION, COUNTY ROAD 40 LOW WATER BRIDGE

- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date, appropriate supporting documentation, and the signature of an authorized representative of GRANTEE.
- e. Any invoice that is submitted without the required itemization and documentation will not be authorized. If the invoice package is incomplete, inadequate or inaccurate, the STATE will inform the GRANTEE and hold the payment request until all required information is received or corrected. Any penalties imposed on the GRANTEE by a contractor, or other consequence, because of delays in payment will be paid by the GRANTEE and is not reimbursable under this Agreement.
- f. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- g. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- h. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.

GRANT AGREEMENT 9GA20700  
YOLO COUNTY  
CONSTRUCTION, COUNTY ROAD 40 LOW WATER BRIDGE

- i. GRANTEE shall submit each invoice for payment electronically or hard copy to the appropriate CAL FIRE Representative identified in Item 2.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Yolo County Road 40 Low Water Bridge, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE with a monthly update of project activities which include, at a minimum, project scope, budget, and resource assessment until completion of the bridge project.
- b. GRANTEE shall use any income earned by the GRANTEE from use of the Project to further Project purposes, or, if approved by the STATE, for related purposes within the jurisdiction.
- c. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first.
- d. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- e. GRANTEE shall promptly submit written Project reports and/or photographs as the STATE may request throughout the term of this Agreement.
- f. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion. Unless a future budget action is approved by the State which would extend the termination of the agreement and liquidation date of funding, at which time a new termination and liquidation date will be created.

GRANT AGREEMENT 9GA20700  
YOLO COUNTY  
CONSTRUCTION, COUNTY ROAD 40 LOW WATER BRIDGE

- g. Final payment is contingent upon STATE verification that Project is consistent with Scope of Work as described in Exhibit A1, together with any STATE approved amendments.
- h. This Agreement may be amended by mutual agreement in writing and signed by GRANTEE and STATE. Any request by the GRANTEE for amendments must be in writing and must state the amendment request and reason for the request. The GRANTEE shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

#### 7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the GRANTEE pertaining to this Agreement or matters related thereto. GRANTEE shall maintain and make available for inspection by the State accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement.
- d. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- e. GRANTEE shall use any generally accepted accounting system.

#### 8. Project Termination

GRANT AGREEMENT 9GA20700  
YOLO COUNTY  
CONSTRUCTION, COUNTY ROAD 40 LOW WATER BRIDGE

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

9. Use of Facilities

- a. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of STATE, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
- b. GRANTEE shall use the property consistent with the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the GRANTEE to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
- c. The GRANTEE shall not use or allow the use of any portion of the real property for mitigation without the written notification to the State.
- d. The GRANTEE shall not use or allow the use of any portion of the real property as security for any debt.

GRANT AGREEMENT 9GA20700  
YOLO COUNTY  
CONSTRUCTION, COUNTY ROAD 40 LOW WATER BRIDGE

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnify (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part except in the situation of a transfer as dictated in Section 9 above. In the event of a transfer as dictated in Section 9 above, the assignment must be agreed to in a written document signed by STATE, in the STATE's sole discretion.

## 18. Disputes

If the GRANTEE believes that there is a dispute or grievance between GRANTEE and the State arising out of or relating to this Agreement, the GRANTEE shall first discuss and attempt to resolve the issue informally with the CAL FIRE Chief of Technical Services. If the issue cannot be resolved at this level, the GRANTEE shall follow the following procedures:

1. If the issue cannot be resolved informally with the State, the GRANTEE shall submit, in writing, a grievance report together with any evidence to the CAL FIRE Deputy Director for Management Services. The grievance report must state the issues in the dispute, the legal authority, or other basis for the GRANTEE's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the GRANTEE, the Deputy Director of Management Services shall make a determination on the issue(s) and shall respond in writing to the GRANTEE indicating the decision and reasons therefore. Should the GRANTEE disagree with the Deputy Director of Management Services' decision, the GRANTEE may appeal to the Chief Deputy Director of CAL FIRE.
2. In the event of an appeal, the GRANTEE must submit a letter of appeal to the Chief Deputy Director of CAL FIRE explaining why the Deputy Director of Management decision is unacceptable. The letter must include, as an attachment, copies of the GRANTEE's original grievance report, evidence originally submitted, and response from the Deputy Director of Management Services. The GRANTEE's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Director of Management Services written decision. The Chief Deputy Director or designee shall, within twenty (20) working days of receipt of GRANTEE's letter of appeal, review the issues raised and shall render a written decision to the GRANTEE. This written decision of the Chief Deputy Director or designee shall be final.



# County of Yolo

DEPARTMENT OF COMMUNITY SERVICES  
PUBLIC WORKS DIVISION

Taro Echiburú  
DIRECTOR

292 West Beamer Street, Woodland, CA; 95695-2598; (530) 666-8775; FAX (530) 666-8156; [www.yolocounty.org](http://www.yolocounty.org)

April 12, 2022

CAL FIRE  
ATTN: Mike Duggan, P.E.  
P.O. Box 944246  
Sacramento, CA 94244-2460

**Subject: Grant Agreement 9GA20700 Extension Request to March 31, 2024**

Dear Chief Duggan:

Yolo County would like to request Grant Agreement 9GA20700 be extended to March 31, 2024.

The County Road 40 Low Water Bridge construction project is in process. Construction activities began in September 2021 with removal of the existing bridge. In October 2021, a significant rain event produced enough runoff in Cache Creek to overwhelm and washout the creek diversion system and the temporary creek crossing. Since this happened, even before bridge construction could even begin, the contractor decided to suspend operations until Spring 2022. With this suspension, completion of the bridge and bridge opening will not occur by the current June 30, 2022 agreement sunset.

The contractor, Steelhead Constructors, has scheduled construction activities to resume on March 21, 2022. Construction is expected to last through Fall 2022, weather permitting.

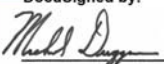

Extending the agreement will help ensure that CAL FIRE and Yolo County can fully utilize this funding if there are additional delays due to weather or other unforeseen circumstances that could put expending the full grant amount by the current June 30, 2022 cutoff in jeopardy.

Thank you for considering this request. If you have any questions, please contact me at (530) 666-8039 or [todd.riddiough@yolocounty.org](mailto:todd.riddiough@yolocounty.org).

Sincerely,

Todd N. Riddiough, P.E.  
Principal Civil Engineer

CAL FIRE agreement to Grant Agreement 9GA20700 extension to March 31, 2024:

DocuSigned by:  
  
By:  B1865E0EEDD4DE...