

ATTACHMENT D
AGREEMENT TEMPLATE

Agreement No. __ - __

**Grant Funding Agreement Between the County of Yolo
and <<Insert FPD Name>> Fire Protection District**

This Grant Funding Agreement, hereinafter referred to as "Agreement", is made this ___ day of _____, ____, between the County of Yolo, hereinafter referred to as "COUNTY," and <<Insert FPD Name>> Fire Protection District, hereinafter referred to as "GRANTEE".

TERMS AND CONDITIONS

1. GRANTEE Obligations. GRANTEE is the recipient of a one-time grant award from County in the amount set forth in Section 2, below, to assist GRANTEE in providing the necessary staffing, equipment, and resources to support GRANTEE'S efforts to protect public safety and property within its jurisdiction. Examples of authorized uses are included in Exhibit A to this Agreement. GRANTEE must submit a Performance Report detailing the prior fiscal year's accomplishments, including how the funds were spent and that they were spent appropriately. The report shall be due to the County Administrator's Office within 90 days after the end of the County fiscal year (i.e., by September 30).

GRANTEE agrees that all funds provided by the COUNTY under this Agreement will be held by the GRANTEE and applied solely toward authorized uses. Based on this representation by GRANTEE, COUNTY has determined that the funding provided by this Agreement will provide a public benefit. Any other use(s) of said funding is prohibited. Failure to spend the funds in accordance with the terms of this Agreement shall constitute a default and COUNTY may require the repayment of funds awarded in addition to any other remedies allowed by law.

2. COUNTY Obligations. COUNTY hereby agrees to provide funds to GRANTEE in an amount not to exceed \$XXXXXX for its use consistent with the terms of this Agreement. Funding shall be provided as a single lump sum payment within 30 calendar days of the date of the full execution of this Agreement.

3. Status of GRANTEE. GRANTEE and GRANTEE's contractors, subcontractors, and other vendors shall perform all services under this Agreement as independent contractors and not as employees, officers or agents of COUNTY.

4. Records. GRANTEE shall keep, and provide to COUNTY or its agents, upon request, accurate financial records (including invoices and published price lists on which this Agreement was based) necessary to enable COUNTY to review GRANTEE's performance of this Agreement. These records shall demonstrate the grant funding has been used for the purposes authorized by Section 1, above. GRANTEE shall maintain all such records for at least three years after the full completion of the work performed with funding provided pursuant to this Agreement.

5. General Terms and Conditions.

A. As between COUNTY and GRANTEE, GRANTEE is solely responsible for full and timely compliance with all local, state, and federal laws and regulations pertaining to completion of the work described above. This includes, but is not limited to, compliance with state prevailing wage laws (Labor Code section 1720 *et seq.*), which apply to projects built with more than a de minimis amount of public funds as well as projects built on public property and “public works” and “maintenance” projects with a cost exceeding \$1,000. COUNTY’s sole obligation under this Agreement is to provide funding to GRANTEE in the amount, time, and manner specified herein.

B. If for any reason the governing board of GRANTEE later determines that the GRANTEE is financially unable to proceed, or otherwise elects not to proceed, with the work described in Section 1 above, the GRANTEE will refund to the COUNTY all funding provided under this Agreement.

C. GRANTEE agrees to indemnify, defend, protect, hold harmless, and release COUNTY, its governing body, agents, officers and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expenses (including attorney’s fees and witness costs) arising from or in connection with this Agreement or GRANTEE’s performance of the Project. GRANTEE shall further defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

D. GRANTEE certifies that it will comply with all legal requirements relating to nondiscrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences or orientation, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences or orientation, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

E. GRANTEE shall not assign or transfer any interest nor perform any duties or obligations, without the prior written consent of the COUNTY, and any attempt by a party to so assign or transfer this Agreement or any rights, duties or obligations arising shall be void and of no effect.

F. The waiver by either party or any of its officers, agents or employees, or the failure of either party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

G. The persons executing this Agreement on behalf of the parties affirmatively represent that each has the requisite legal authority to enter this Agreement on behalf of their respective party, and to bind their respective party to the terms and conditions of this Agreement. The persons executing this Agreement on behalf of their respective party understand that both parties are relying on these representations in entering into this Agreement.

H. This Agreement is not intended to, and will not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.

I. This Agreement may only be amended in writing executed by COUNTY and GRANTEE.

J. This Agreement shall be construed under and in accordance with the laws of the State of California. The construction and interpretation of this Agreement shall be governed by the laws of California with venue for any lawsuit or other proceeding in Yolo County or, if an issue of federal law is present, in the federal district court for the Eastern District of California.

K. This Agreement constitutes the entire agreement between the parties with respect to funding contributions and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

This Grant Agreement is hereby executed on the day and year first above written.

<<<INSERT FPD NAME>>>

COUNTY OF YOLO

Chief Name, Title

Gerardo Pinedo, County Administrator

Approved as to Form:

Philip J. Pogledich, County Counsel