

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 XXth day of October, 2024 (“EFFECTIVE DATE”), 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.
 - A. With funding provided pursuant to this Agreement, GRANTEE agrees to use funds for the purposes of immediate long-term sustainability needs for <<<Insert Name>>> Fire Protection District, which is located within Yolo County and serves County residents and businesses. The authorized uses of funds are contained in Exhibit A to this Agreement (*Fire District Sustainability Funding Plan Implementation Procedures*, approved by the Board of Supervisors on September 26, 2023) and Exhibit B (GRANTEE’s funding application). As needed, the GRANTEE may request in writing from the County a determination as to the eligibility of expenses not listed in the bulleted items of Exhibit A. 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 30 days after the end of the County fiscal year (i.e., by July 30, 2025).
 - B. In consideration of County’s willingness to provide funding pursuant to this Agreement, GRANTEE commits to take all actions necessary to enable GRANTEE’S consideration in good faith of a tax, assessment, or other charge to support GRANTEE’S financial sustainability. This includes, but is not limited to, starting efforts to develop a tax, assessment or other charge within six months of the full execution of this Agreement and, thereafter, using reasonable diligence in completing appropriate studies, reports, and necessary approval processes for a tax, assessment, or other charge in compliance with applicable provisions of Proposition 218 (Cal. Const. art. XII C-D) and other state laws. Nothing in this subsection is intended to limit or in any way affect GRANTEE’S discretionary authority to approve, deny, or otherwise act on any tax, assessment or other charge presented for its consideration.
 - C. If the GRANTEE does not use reasonable diligence in completing the appropriate studies, reports, and necessary processes for a tax or assessment by June 30, 2025, the GRANTEE shall be obligated to return or (if funds have already been expended) repay the funds provided pursuant to this Agreement. To effectuate this provision, the GRANTEE specifically authorizes County’s Chief Financial

Officer to withhold an equal amount from the distribution of property taxes, assessments, fees, or other direct charges that the Department of Financial Services would otherwise make to the GRANTEE to implement the return of funds.

- D. The GRANTEE shall submit requests for reimbursement not more often than monthly. The Department of Financial Services may at the sole discretion of the Chief Financial Officer, elect to advance funds to the GRANTEE when a purchase order or contract has been executed by the GRANTEE and advance funding is deemed reasonable and necessary. Advances should be done in a manner to minimize the timing between the advance and expenditure. The COUNTY has determined that the funding provided by this Agreement will provide a public benefit through completion of the work described herein, and any other use of said funding is prohibited.
- E. The GRANTEE shall perform funded activities between the EFFECTIVE DATE and June 30, 2025.

2. COUNTY Obligations. Subject to GRANTEE'S compliance with this Agreement, COUNTY hereby agrees to provide funds to GRANTEE in an amount not to exceed \$XXXXXX for the purposes set forth in Section 1, above. The County has no obligation to reimburse for expenditures determined to be ineligible pursuant to Exhibit A.

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 described in 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, or caused by any negligent act or omission or willful misconduct of GRANTEE in the performance of the work described in Section 1 above.

D. No party to this Agreement shall assign or transfer any interest nor perform any duties or obligations, without the prior written consent of the other party, 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.

E. 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.

F. 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.

G. 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.

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

I. 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 residing in Yolo County, except to the extent an issue may be governed by federal law.

J. 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

Name, District Chair

Gerardo Pinedo, County Administrator

Approved as to Form:
Philip J. Pogledich, County Counsel

Kimberly E. Hood, Asst. County Counsel