

Agreement No. __ - ____

Subaward Agreement Between the County of Yolo and the West Plainfield Fire Protection District Regarding Funding for the District's Installation of Backup Generator and Propane Tank Project

This Agreement (the "Agreement") is dated for reference purposes only as of January ____, 2023 and is entered into by and between the County of Yolo, a political subdivision of the State of California (the "County"), and West Plainfield Fire Protection District ("District"), a dependent special district organized pursuant to the First Protection District Law. The County and the District are referenced in this Agreement as the "Parties" and individually as a "Party."

RECITALS

A. The County and its Office of Emergency Services secured a commitment from the California Department of Water Resources ("DWR") from the Small Community Drought Relief Program to provide \$885,669 in funding for financing the Yolo County Water Hauling and Water System Improvement Project through a funding agreement signed between the County and DWR in _____, 2023 (Grant Agreement No. _____, hereafter "Funding Agreement").

B. The County's Board of Supervisors approved Resolution 21-149 on November 23, 2021, authorizing its Office of Emergency Services to take such actions as necessary related to the Funding Agreement. The Funding Agreement is attached hereto as **Exhibit A** and incorporated herein by reference.

C. The Yolo County Water Hauling and Water System Improvement Project involves several different projects to address dry well concerns in the County, as specified in Exhibit A (Work Plan) of the Funding Agreement, including "Task 7" for installation of the District's backup generator and propane tank. Task 7 includes all work that needs to be done to complete installation of the District's backup generator and propane tank as more particularly described in the District's funding application, attached hereto as **Exhibit B** and incorporated herein by reference (hereafter referred to as "the Project").

D. The Funding Award authorizes \$81,250 in grant funding for the Project (Task 7). The County intends to provide \$81,250 of the DWR funding commitment to the District promptly after receiving such funds in exchange for the commitments provided through this Agreement. The Funding Agreement requires the County to impose certain requirements on the District as a subrecipient of the grant award addressed in this Agreement.

E. The Parties recognize that the total cost of the Project is projected to cost a total of \$92,230, requiring additional cost-share and in-kind contributions of approximately \$10,980 in addition to the \$81,250 DWR grant award. The District acknowledges that it is responsible for all of the Project costs not covered by the DWR grant, absent additional funding award(s) from the County, which the County is not obligated by this Agreement to provide. Such additional costs include those related to soliciting bids, executing the contracts, securing permits, inspection

and management of the Project's construction, and grant management that is related to construction of the Project.

NOW, THEREFORE, in consideration of the foregoing Recitals and in consideration of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. Definitions.

- A. "Costs" means "hard" and "soft" costs related to the design and construction of the Project, including, without limitation, costs incurred by the District or its consultants, contractors, and subcontractors for surveying, engineering, architecture, bonds, permit and inspection fees, insurance premiums, legal and accounting services, contractor's general conditions, labor, equipment and materials, and a management fee equal to five percent of all costs associated with the construction and installation of the Project.
- B. "Effective Date" means the date this Agreement is signed on behalf of the last of the Parties to do so.
- C. "Project Schedule" means completion of the Project no later than June 30, 2024 in accordance with the schedule the District provided in Exhibit B hereto.

II. **Recitals.** The foregoing Recitals set forth above are incorporated into the body of this Agreement as if set forth in full in this Section.

III. **Schedule.** Time is of the essence of this Agreement. Subject to its receipt of full funding for all Costs necessary to complete construction of Task 7, the District agrees to pursue completion of the Project expeditiously and to achieve the Project Schedule. The District shall inform the County within five business days of any event or information indicating the Project Schedule cannot be achieved and submit a revised Project Schedule to County. Consistent with its limited funding role, County approval of changes to the Project Schedule is not required unless the Project construction start date is delayed by more than 60 days. If County approval is required, it may not be unreasonably withheld.

IV. **Term; Termination.** The term of this Agreement shall commence on the Effective Date and shall terminate on June 30, 2024, commensurate with the deadline to expend grant funds pursuant to the Funding Agreement, unless earlier terminated or extended written agreement of the Parties as provided herein or in the Funding Agreement.

- A. Termination for Cause. Subject to the right to cure under Paragraph 11 of the Funding Agreement, the County may terminate this Agreement and be relieved of any payments should the District fail to perform the requirements of this Agreement and the Funding Agreement at the time and in the manner provided in

these agreements and attachments thereto, including but not limited to reasons of default under Paragraph 11 of the Funding Agreement.

- B. Termination without Cause. The County may terminate this Agreement without cause on 30 days' advance written notice if DWR terminates the Funding Agreement without cause as provided in Paragraph D.41 of the Funding Agreement. The District shall be reimbursed for all reasonable expenses incurred up to the date of termination.

V. **The District's Obligations.**

Subject to prior receipt of sufficient funding for Project construction:

A. Construction.

1. The District will construct or cause to be constructed the Project Task 7, including engineering, design and permitting necessary to support completion of the installation of backup generator and propane tank described in the Funding Agreement (Exhibit A hereto) and the District's funding application (Exhibit B hereto).
2. Competitive Bidding. In consultation and coordination with the County to the extent necessary, the District will complete a competitive bidding or other solicitation process required for public projects under California law and consistent with the County's Procurement Procedures for the construction of Task 7.
1. Performance and Payment Bonds. Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished performance and payment bonds in favor of the District in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
2. Prevailing Wage Laws. The District represents that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). The District agrees that Task 7 is a "public works" project subject to the Prevailing Wage Laws. Accordingly, the District, its contractors and subcontractors that perform work described in this Agreement will comply with the Prevailing Wage Laws and other applicable provisions of the California Labor Code, including but not limited to employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4

and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

3. The District will contract and make all other arrangements necessary for the timely construction of Task 7 pursuant to **Exhibits A and B**. Thereafter, the District shall manage the construction process in a timely manner according to the schedule provided herein or otherwise approved by the Parties.
 4. The District shall regularly communicate the progress of construction to the County and allow respond within a reasonable timeframe to any questions raised. At a minimum, this shall include quarterly progress reports submitted to the County within 30 days of the end of each quarter following the commencement of construction, as well as a final report within 60 days after the completion of construction.
- B. The District, at its sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement the insurance set forth in **Exhibit C** attached hereto.
- The District shall not commence construction or other field work associated with the Project until it has submitted all the insurance required and such insurance has been approved by the County. All insurance shall be sent to the County's Procurement Division at procurement@yolocounty.org for review and approval.
- C. The District agrees that all funds provided by County pursuant to this Agreement will be held by the District and applied solely toward Costs for the Project. Any other use of such funds is prohibited, and if the Project cannot be built as contemplated by this Agreement, the District shall return all remaining, unused funding provided pursuant to this Agreement to County.
- D. The District shall keep, and provide to County or its agents upon request, accurate financial records (including invoices) necessary to enable County to review the District expenditure of funds provided pursuant to this Agreement. These records shall demonstrate the funding has been used for Project Costs relating to the Project. The District 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.
- E. Per California Government Code section 8546.7, expenditures pursuant to this Agreement are subject to the examination and audit of the California State Auditor. The District will provide notice of the completion of any required third party (e.g., state or federal) audits and provide access to such audits upon request.
- F. **Acknowledgment of Credit and Signage.** The District shall include appropriate acknowledgement of credit to the State of California for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at the Project site(s) or at the District's headquarters and shall include the Department of

Water Resources color logo and the following disclosure statement: “Funding for this project has been provided in full or in part from the State Department of Water Resources.”

- G. To the extent not expressly required in this Agreement, the District further acknowledges and agrees to comply with the requirements of the Funding Agreement, including the requirements set forth in Exhibit D (Standard Conditions) of the Funding Agreement regarding the accounting and deposit of grant funds, compliance with the Americans with Disabilities Act, budget contingency, the California Environmental Quality Act (CEQA), the Child Support Compliance Act, conflict of interest prohibitions, and final inspection and certification of the Project by a registered civil engineer.

VI. **County Obligations; Reimbursement.** County agrees to provide the \$81,250 in DWR funding for the Project to the District on a reimbursement basis.

- A. The District shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred for the Project. Upon the receipt of proper invoices, the County agrees to process payments in accordance with this Agreement and the Funding Award. All invoices shall be submitted using detailed invoices that include current and cumulative costs (including cost sharing).
- B. All reimbursement payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the District. The District also agrees that it must immediately return to the County any funds expended by the District under this Agreement that are later determined by DWR, the County, or representatives thereof not to have been allowable under applicable State or local federal laws and regulations.
- C. The County may withhold ten percent (10%) of the funds requested by the District (\$8,125.00) for reimbursement of eligible Project costs until the Project is completed and Final Report is approved pursuant to Paragraph D.34 of the Funding Agreement. Any retained amounts due to the District will be promptly disbursed to the District, without interest, upon completion of the Project.

VII. **Indemnity.** The District hereby agrees to defend, indemnify and hold harmless the County and its respective officers, agents and employees from any and all claims, losses or liabilities arising or alleged to arise in connection with the Project, including but not limited to its duty to design and construct the Project and its sole and exclusive responsibility to comply with all applicable laws relating to Project construction (including compliance with the Prevailing Wage Laws), The County shall not have any liability for claims relating to the Project or other matters within the responsibility of the District. In the event of any claim or litigation within the scope of this provision, the District shall retain Counsel reasonably acceptable to the County Counsel to defend the County. This provision shall survive the termination of this Agreement.

VIII. **Nondiscrimination.** During the performance of this Agreement, the District and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. The District and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The District and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. The District and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

IX. **Drug-Free Workplace Certification.** By signing this Agreement, the District, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by the Government Code section 8355.

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

- i. The dangers of drug abuse in the workplace,
- ii. The County's policy of maintaining a drug-free workplace,
- iii. Any available counseling, rehabilitation, and employee assistance programs, and
- iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

- i. Will receive a copy of the County's drug-free policy statement, and
- ii. Will agree to abide by terms of the County's condition of employment, contract, or subcontract.

X. **Relationship of Parties.** The District and its contractors, subcontractors, and other vendors shall perform all services under this Agreement as independent contractors, and not as employees, officers or agents of the County.

- XI. **Cooperation.** The Parties agree to cooperate as needed to ensure the timely completion of the Project.
- XII. **Choice of Law.** This Agreement will be governed and construed in accordance with the laws of the State of California.
- XIII. **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the receiving Party's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to County:

Kristin Weivoda
 Chief of Emergency Services
 625 Court Street, Room 202
 Woodland, CA 95695
 Telephone: (530) 406-4933
 Email: Kristin.Weivoda@yolocounty.org

If to the District:

Telephone:

With courtesy copy to:

Philip J. Pogledich
 County Counsel
 625 Court Street, Room 201
 Woodland, CA 95695
 Telephone: 530.666.8172

With courtesy copy to:

- XIV. **Dispute Resolution.** If any dispute arises as to this Agreement, the Parties agree the dispute shall first be submitted to non-binding mediation in Yolo County. Any Party may serve a demand for mediation on another Party or Parties, which such demand shall be in writing. The Party which sends, and the Parties named in, the notice constitute the Dispute Parties, and each shall bear an equal share of mediator fees and any related costs. If any Dispute Party fails to participate in the mediation on the terms set forth in this section, it forfeits any right it may have to seek attorney's fees should it prevail in litigation of the dispute. Nothing contained herein shall prevent any party from (i) seeking and obtaining equitable relief, including, but not limited to, prohibitory or mandatory injunctions or specific performance, nor (ii) filing legal action hereunder.
- XV. **Remedies; Attorney Fees.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or

hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. Venue for any litigation shall be in Yolo County, California and the Parties hereby consent to jurisdiction in Yolo County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

- XVI. **Assignment; No Third-Party Beneficiaries.** No Party may assign its interest in this Agreement or the rights under it to any third party, voluntarily or otherwise, without the prior written consent of the other two Parties. The Parties do not intend to benefit any third party by this Agreement and only the Parties may enforce it.
- XVII. **Licensure; Permits and Approvals.** The District certifies that it will hold all applicable licenses and/or certifications required for performance of its obligations under this Agreement. The District will obtain all permits and regulatory approvals necessary for the Project.
- XVIII. **Waiver.** The waiver by any of the Parties of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by the Parties unless in writing signed by one authorized to bind the Party to be charged with the waiver.
- XIX. **Severability.** If any term or provision of this Agreement (including all Exhibits hereto) or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- XX. **Amendments; Counterparts.** This Agreement may be amended only by a writing executed on behalf of the Parties to be bound. This Agreement may be executed in counterparts, including electronic counterparts, each of which when taken together shall constitute a single agreement.
- XXI. **Entire Agreement; Counterparts.** All documents referenced as exhibits to this Agreement are hereby incorporated by this reference. In the event of any material discrepancy between the provisions of this Agreement and any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument

contains the entire agreement among Parties with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

District

County

By: _____

Chief
West Plainfield Fire Protection District

Date: _____

By: _____

Kristin Weivoda
Chief of Emergency Services
Yolo County Office of Emergency Services

Date: _____

Attest: Julie Dachtler, Senior Deputy
Clerk of the Board of Supervisors

By: _____

Deputy (Seal)

Approved as to Form:

Approved as to Form:

By: _____
[insert name], [insert title]

By: _____
Philip J. Pogledich, County Counsel

EXHIBIT A

Grant Agreement No. 46000XXXXX
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**STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES**

AGREEMENT NUMBER: 46000XXXXX

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES
AND
COUNTY OF YOLO**

**FOR THE
YOLO COUNTY WATER HAULING AND WATER SYSTEM IMPROVEMENT PROJECT**

A PART OF THE SMALL COMMUNITY DROUGHT RELIEF PROGRAM

FUNDED BY

**THE BUDGET ACT OF 2021 AS AMENDED
(STATS. 2022, ch. 44, § 25)**

**FUNDING AGREEMENT BETWEEN
THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
COUNTY OF YOLO**

<SAP AGREEMENT NUMBER>

SMALL COMMUNITY DROUGHT RELIEF PROGRAM

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the County of Yolo, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding pursuant to the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to the Grantee to assist in financing the Yolo County Water Hauling and Water System Improvement Project (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by June 30, 2024, and no funds may be requested after September 30, 2024.
3. **PROJECT COST.** The reasonable cost of the Project is estimated to be \$1,060,219.
4. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$885,669.
5. **GRANTEE REQUIRED COST SHARE.** Grantee agrees to fund the difference between the actual Project Cost in Paragraph 3 and the amount specified in Paragraph 4, if any.
6. **BASIC CONDITIONS.** State shall have no obligation to disburse money for the Project under this Funding Agreement until Grantee has satisfied the following conditions:
 - A. For the term of this Funding Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports."
 - B. Grantee submits all deliverables as specified in Paragraph 13 of this Funding Agreement and in Exhibit A.
 - C. Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State:
 - i. Final plans and specifications certified by a California Registered Civil Engineer as to compliance for the Project as listed in Exhibit A of this Funding Agreement.
 - ii. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
 - a. Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State, and

- b. Documents that satisfy the CEQA process are received by the State, and
- c. Grantee receives written concurrence from the State of the Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the Project or to require changes, alterations, or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- 7. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Project Costs.
- 8. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after March 4, 2022, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs incurred prior to March 4, 2022.
- B. Operation and maintenance costs, including post-construction performance and monitoring costs.
- C. Purchase of equipment not an integral part of the Project.
- D. Establishing a reserve fund.
- E. Monitoring and assessment costs for efforts required after Project construction is complete.
- F. Replacement of existing funding sources for ongoing programs.
- G. Payment of federal or state taxes.
- H. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to March 4, 2022.

K. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

9. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 6 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Grantee, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - iii. One set of sufficient evidence (i.e., receipts, copies of checks, timesheets) must be provided for all costs included in the invoice.
 - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4, "Funding Amount" and those costs that represent Grantee's costs, as applicable, in Paragraph 5, "Grantee Required Cost Share."
 - v. Invoices can be submitted by one of the following methods.
 - a. Via either email at alena.misaghi@water.ca.gov.

- b. Mail the invoice with the original "wet signature" to the following address: Alena Misaghi, Department of Water Resources, South Central Region Office, 691 North Laverne Avenue, Suite 104, Fresno, CA 93727.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Funding Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, the portion that has been disbursed shall thereafter be repaid immediately as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this Paragraph, this Funding Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.
11. DEFAULT PROVISIONS. Grantee will be in default under this Funding Agreement if any of the following occur:
 - A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - B. Making any false warranty, representation, or statement with respect to this Funding Agreement, the application, or any documents filed to obtain grant funding.
 - C. Failure to operate or maintain the Project in accordance with this Funding Agreement.
 - D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
 - E. Failure to submit timely progress reports.
 - F. Failure to routinely invoice State.
 - G. Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via

first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- A. Declare the funding disbursed be immediately repaid.
- B. Terminate any obligation to make future payments to Grantee.
- C. Terminate the Funding Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- A. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
 - B. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
 - C. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
 - D. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
 - E. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
13. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager and shall be submitted via email or DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent directly to the Project Manager via email or uploaded via GRanTS, and the State's Project Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than three months after the execution of the agreement with future reports then due on successive three-month increments based on the invoicing schedule and this date.
 - B. Project Completion Report: Grantee shall prepare and submit to State a Project Completion Report for the Project. Grantee shall submit the Project Completion Report within ninety (90) calendar days of project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
14. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the Project in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 11, "Default Provisions."
15. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.

- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
 - D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
 - E. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer." Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
16. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
 - B. By certified U.S. mail, return receipt requested, postage prepaid.
 - C. By "overnight" delivery service, provided that next-business-day delivery is requested by the sender.
 - D. By electronic means.
 - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
17. PERFORMANCE EVALUATION. Upon completion of this Funding Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
18. PROJECT REPRESENTATIVES. The Project Representatives during the term of this Funding Agreement are as follows:
- | | |
|--|----------------------------|
| Department of Water Resources | County of Yolo |
| Arthur Hinojosa | Sandra Rodriguez |
| Manager, Division of Regional Assistance | Executive Assistant to the |
| P.O. Box 942836 | County Administrator |
| Sacramento, CA 94236 | 625 Court Street |
| Phone: (916) 902-6713 | Woodland, CA 95695 |
| Email: Arthur.Hinojosa@water.ca.gov | Phone: (530) 666-8150 |

Email: Sandra.Rodriguez@yolocounty.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Alena Misaghi
Senior Engineer, Water Resources (Specialist)
691 North Laverne, Suite 104
Fresno, CA 93727
Phone: (916) 803-9251
Email: Alena.[Misaghi@water.ca.gov](mailto:Alena.Misaghi@water.ca.gov)

County of Yolo
Kristin Weivoda
Chief of Emergency Services
625 Court Street
Woodland, CA 95695
Phone: (530) 406-4933
Email: Kristin.Weivoda@yolocounty.org

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – WORK PLAN

Exhibit B – BUDGET

Exhibit C – SCHEDULE

Exhibit D – STANDARD CONDITIONS

Exhibit E – GRANTEE'S AUTHORIZING RESOLUTION

Exhibit F – REPORT FORMATS AND REQUIREMENTS

Exhibit G – STATE AUDIT DOCUMENT REQUIREMENTS

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

COUNTY OF YOLO

Arthur Hinojosa, Manager
Division of Regional Assistance

Gerardo Pinedo, County Administrator

Date _____

Date _____

Approved as to Legal Form and Sufficiency

Robin Brewer, Assistant General Counsel
Office of General Counsel

Date _____

Exhibit A

WORK PLAN

Project Title: Yolo County Temporary Tank and Water Hauling Project

Funding Recipient: County of Yolo

Project Description: The Project is comprised of purchasing above-ground water tanks ranging in size from 2,500 to 3,000 gallons, installing them on private properties, and providing bottled and hauled water for Yolo County residents, whose wells have gone dry due to the ongoing drought. The Grantee has confirmed 20 dry wells so far this year and expects there will be additional well failures over the next few months due to the continued drought impacts. The Project also includes drilling a new well for the Zamora Fire Protection District, upgrades to the existing water transfer infrastructure to increase transfer capacity at the Capay Valley Fire Protection District, installing a backup generator and propane tank at the West Plainfield Fire Protection District, and drill a new well at the Dunnigan Fire Protection District. These are to improve the emergency preparedness and resiliency of the neighboring communities as the drought continues.

Task 1 – Project Administration

This task includes project administration, invoicing, and reporting.

Project administration includes working with DWR to develop and execute the Grant Agreement, administration of the Project including overseeing the budget and schedule, construction management and inspection, making payments to engineers and contractors after inspections and/or approval of work, and other activities related to the completion of the Project. Includes attending weekly/monthly meetings (as needed) with DWR Project Manager.

Invoicing includes, preparing and submitting invoices and appropriate backup documentation to the DWR Project Manager describing the work completed and listing the costs incurred during the billing cycle.

Reporting includes preparing and submitting progress reports. Prepare quarterly reports and submit them to DWR. Draft Grant Completion Report and submit for DWR comment. Prepare final Grant Completion Report incorporating DWR comments. All reports should be prepared as specified in Exhibit F of this Agreement.

Deliverables:

- Records retention
- Meeting agendas
- Meeting minutes/action items
- Invoices and supporting documents
- Quarterly progress reports
- Draft Grant completion report
- Final Grant completion report

Task 2 – Tank Installation

This task includes purchasing above-ground plastic water tanks ranging in size from 2,500 to 3,000 gallons, delivering them to the households, contracting the installation work, installing tanks along with booster pumps if needed, and connecting the tanks to household water lines. Documentation for all tank installation activities, including tank size, date, and drop-off location, shall be recorded.

This task also includes completing the Environmental Information Form and CEQA documents and obtaining other permits (if needed) and submitting them to the project manager for DWR's approval.

Deliverables:

- Environmental Information Form
- Copies of CEQA Documentation
- Applicable permits
- Bid documents
- Proof of advertisement
- Copy of awarded contracts
- Installation reports (location, installed equipment, and installation detail)
- Installation photos

Task 3 – Water Deliveries

This task includes contracting and providing bottled water and non-potable hauled water to Yolo County residents with reported dry wells. Documentation for all hauling activities, including volume transported, date, and drop-off location will be recorded.

Task 3a – Bottled Water Deliveries

This subtask includes contracting and providing bottled water deliveries of up to 60 gallons of bottled water per household.

Task 3b – Non-potable Water Deliveries

This subtask includes providing non-potable hauled water weekly or biweekly deliveries that will be arranged as needed. This water delivery shall not exceed 50 gallons per person per day.

Water haulers must use trucks that comply with the California Air Resources Control Board Truck and Bus Regulations through a Certification of Operation. Water Haulers may have some inactive trucks without a certification. These inactive trucks may be used to provide sufficient hauled water capability on a limited, temporary basis to respond to water outages during this drought.

Deliverables:

- Documentation of requests for service costs contract(s) with water providers
- Water delivery summary documentation (location, date, and volume)
- Photos

Task 4 – Tank Removal

The task includes removing tanks from properties once the tanks have been disconnected from the existing domestic water systems at the end of the terms of this Agreement.

Deliverables:

- Tank removal reports (location, installed equipment, and storage/re-installed locations)
- Photos

Task 5 – Well Drilling at Zamora Fire Protection District

This task includes all work that needs to be done to complete drilling and equipping a new well for the Zamora Fire Protection District to replace the District's only existing well. The detailed activities include securing permits and constructing the new well. Soliciting bids, executing the contracts, inspection and management of project construction, and grant management that is related to the construction of this task will be funded by the Grantee.

Deliverables:

- Applicable permits
- Bid documents
- Proof of advertisement
- Copy of awarded contracts
- Construction reports
- Well log with descriptions and final well yield
- Well completion report
- Water quality test results
- Photos

Task 6 – Upgrades to Water Transfer Infrastructure at Capay Valley Fire Protection District

This task includes all work that needs to be done to upgrade the existing water transfer infrastructure to increase water transfer capacity to reduce wait times at the filling station, which will lead to a more efficient distribution of water to the community during any emergencies. This task also includes purchasing necessary materials. Project inspection, construction management, and grant management that is related to the completion of this task will be funded by the Grantee.

Deliverables:

- Applicable permits
- Bid documents
- Proof of advertisement
- Copy of awarded contracts
- Construction reports
- Photos
- As-built drawings

Task 7 – Installation of Backup Generator and Propane Tank at the West Plainfield Fire Protection District

This task includes all work that needs to be done to complete the installation of a backup generator, propane tank, and associated infrastructure. Soliciting construction bids will be funded by the Grantee.

Deliverables:

- Applicable permits
- Bid documents
- Proof of advertisement
- Copy of awarded contracts
- Construction reports
- Photos

Task 8 – Well Drilling at Dunnigan Fire Protection District

This task includes all work that needs to be done to complete drilling and equipping a new well for the Dunnigan Fire Protection District to replace the District's only existing well. Soliciting bids, executing the contracts, securing permits, inspection and management of project construction, and grant management that is related to the construction of this task will be funded by the Grantee.

Deliverables:

- Applicable permits
- Bid documents
- Proof of advertisement
- Copy of awarded contracts
- Construction reports
- Photos

Exhibit B
BUDGET

All work associated with the Project must be completed prior to payment of retention. Backup documentation for cost share will not be reviewed for the purposes of invoicing. The Grantee is required to maintain all financial documents related to the Project in accordance with Exhibit G (State Audit Document Requirements for Grantees).

Task	Grant Funding	Cost Share: Non-State Fund Source	In-Kind Contribution	Total Costs
Task 1 – Project Administration	\$7,500		\$24,000	\$31,500
Task 2 – Tank Installation	\$108,570	\$30,000		\$138,570
Task 3 – Water Deliveries	\$439,500		\$41,628	\$481,128
Task 4 – Tank Removal	\$3,930			\$3,930
Task 5 – Well Drilling at Zamora Fire Protection District	\$167,000	\$10,000	\$14,690	\$191,690
Task 6 – Upgrades to Water Transfer Infrastructure at Capay Valley Fire Protection District	\$20,000		\$19,377	\$39,377
Task 7 – Installation of Backup Generator and Propane Tank at the West Plainfield Fire Protection District	\$81,250		\$10,980	\$92,230
Task 8 – Well Drilling at Dunnigan Fire Protection District	\$57,919	\$11,600	\$12,275	\$81,794
Total	\$885,669	\$51,600	\$122,950	\$1,060,219

Exhibit C
SCHEDULE

Task	Start Date	End Date
Task 1 – Project Administration	3/4/2022	6/30/2023
Task 2 – Tank Installation	3/4/2022	6/30/2023
Task 3 – Water Deliveries	3/4/2022	6/30/2023
Task 4 – Tank Removal	3/4/2022	6/30/2023
Task 5 – Well Drilling at Zamora Fire Protection District	12/1/2022	06/30/2024
Task 6 – Upgrades to Water Transfer Infrastructure at Capay Valley Fire Protection District	12/1/2022	06/30/2024
Task 7 – Installation of Backup Generator and Propane Tank at the West Plainfield Fire Protection District	12/1/2022	06/30/2024
Task 8 – Well Drilling at Dunnigan Fire Protection District	12/1/2022	06/30/2024

Exhibit D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State

may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 11.
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a

resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - B. **Former State Employees:** For the two-year period from the date, he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
 - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by the Government Code section 8355.
 - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Grantee's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - i. Will receive a copy of Grantee's drug-free policy statement, and
 - ii. Will agree to abide by terms of Grantee's condition of employment, contract, or subcontract.
- D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in the first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State

permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.
- D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
 - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
 - C. Comply with all applicable California, federal, and local laws and regulations.
 - D. Implement the Project in accordance with applicable provisions of the law.
 - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
 - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
 - G. Be solely responsible for design, construction, and operation, and maintenance of the Project. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
 - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including any breach of this Agreement. Grantee shall require its contractors or subcontractors

to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of the Grantee, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grantee. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C that concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.26. NONDISCRIMINATION: During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and

harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representatives of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final

Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

- D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this Paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
 - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.44. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

- D.45. **UNION ORGANIZING:** Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
 - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. **VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. **WAIVER OF RIGHTS:** None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E
GRANTEE'S AUTHORIZING RESOLUTION

FILED

NOV 23 2021

BY *Dipita Ramirez*
DEPUTY CLERK OF THE BOARD

RESOLUTION NO. 21-149

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE YOLO COUNTY DRY WELL ASSISTANCE PROGRAM

WHEREAS, the County of Yolo ("County") and its Office of Emergency Services proposes to implement the Yolo County Dry Well Assistance Program;

WHEREAS, the Yolo County Dry Well Assistance Program is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies;

WHEREAS, the County has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the County intends to apply for grant funding from the California Department of Water Resources for the Yolo County Dry Well Assistance Program;

THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 69, § 112), the Yolo County Office of Emergency Services, Emergency Services Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions as necessary or appropriate to obtain grant funding.
2. The Yolo County Office of Emergency Services, Emergency Services Coordinator, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Yolo County Office of Emergency Services, Emergency Services Coordinator, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Supervisors of the County of Yolo at the meeting held on November 23, 2021, motion by Barajas and seconded by Villegas, motion passed by the following vote:

AYES: Barajas, Villegas, Saylor, Sandy, Provenza.
NOES: None.
ABSTAIN: None.
ABSENT: None.




Jim Provenza, Chair
Yolo County Board of Supervisors

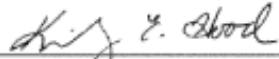
Attest: Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By: 

Deputy (Seal)



Approved as to Form:



Kimberly Hood, Asst. County Counsel



COUNTY OF YOLO

Office of the County Administrator

Gerardo Pinedo
County Administrator

625 Court Street, Room 202 • Woodland, CA 95695
Phone: (530) 666-8150 • Fax: (530) 668-4029
www.yolocounty.org

November 10, 2022

Department of Water Resources
P.O. BOX 942836
SACRAMENTO, CA 94236-0001

Re: Yolo County Temporary Tank and Water Hauling Project – Signing Authority

To Whom it May Concern:

I am issuing my signing delegation to execute the funding agreement and all other documentation for the Small Community Drought Relief Program – Yolo County Temporary Tank and Water Hauling Project to the County Administrator and Assistant County Administrator.

Sincerely,

Kurt Johnson
Emergency Services Coordinator

Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

1. PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

PROJECT STATUS

Describe the work performed during the time period covered by the report including but not limited to:

PROJECT INFORMATION

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry, and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e., tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved
- Photos documenting progress

COST INFORMATION

- Provide a list showing all project costs incurred during the time period covered by the report by the Grantee and each contractor working on the Project and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan
- A discussion of whether there have been any changes to the Grantee's finance plan for payment of the Grantee's share of Eligible Project Costs

SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

2. PROJECT COMPLETION REPORT

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the funding agreement (e.g. 100-year level of flood protection, HMP standard, PL-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession, and reason for consultant, i.e., design, CEQA work, etc.

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
 - Accounting of the cost of project expenditure;
 - Include all internal and external costs not previously disclosed; and
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

Exhibit G

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and Grantee's Cost Share, if any, and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Grantees should ensure that such records are maintained for three (3) years after final disbursement pursuant to this Agreement.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State-funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Funding Agreement, any amendment(s), and budget modification documents.
2. A listing of all grants, loans, or subventions received from the State.
3. A listing of all other funding sources for the Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State-funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests, and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposits of the payments received from the State.

3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.

EXHIBIT B

GRANT APPLICATION PACKET West Plainfield Fire Protection District

Grant Application Checklist <i>The following information is required to be submitted in proposal applications.</i>	
	ATTACHMENT 1 <i>Organizational, Financial, and Legal Information</i>
X	Part I: Application Cover Sheet
X	Part II: Applicant's Representatives
X	Part III: Summary of Project Costs
X	Part IV: Authorizing Resolution
	ATTACHMENT 2 <i>Project Proposal, Tasks, and Budget</i>
X	Project Proposal

Attachment 1, Part I – Application Cover Sheet

Application for Small Community Drought Relief Program pursuant to Budget Act of 2021

The West Plainfield Fire Protection District
(Exact legal name of local entity applying for the grant)

Of 24901 County Road 95, Davis, CA 95616
(Mailing address of local entity)

Of the County of Yolo, State of California, does hereby apply to the California Department of Water Resources for a grant in the amount of \$86,250. For the following project under the Small Community Drought Relief Program:

West Plainfield Fire Protection District Water Supply Reliability Project
(Specify project title)

By _____ Date _____
(Signature of authorized representative)

Scott Bravo Fire Captain
(Print or type name of authorized representative) *(Title)*

Telephone (916)832-3473 E-mail sbravo@westplainfieldfire.com

Brief Proposal Description:

The West Plainfield Fire Protection District (“District”, located in rural Yolo County, proposes the installation of a generator, propane tank, and associated infrastructure to establish a reliable means of water delivery during commercial power outages for Fire Station 30 & Lillard Hall (an established evacuation point on the West Plainfield Fire Protection District property). Planned and unplanned power outages from utility companies are becoming more common for multiple reasons. West Plainfield’s well and submersible water pump that supply water to its facilities currently rely on commercial power from the utility companies. Thus, West Plainfield has no water for its fire station or evacuation point when outages occur.

Attachment 1, Part II – Applicant’s Representatives

Project Name: West Plainfield Fire Protection District Water Supply Reliability Project

Primary Project Contact

Name Scott Bravo Title Fire Captain

Address 24901 County Road 95, Davis, CA 95616

Telephone (916)832-3473 FAX ()

E-mail sbravo@westplainfieldfire.com

Alternate Project Contact

Name Eric Wilson Title Battalion Chief

Address 24901 County Road 95, Davis, CA 95616

Telephone (530)756-0212 FAX ()

E-mail ewilson@wpfd.net

Alternate Project Contact (If Applicable)

Name David Stiles Title Assistant Chief

Address 24901 County Road 95, Davis, CA 95616

Telephone (530)756-0212 FAX ()

E-mail dstiles@wpfd.net

Type of Organization: Fire Protection District
(city, county, water district, non-profit, etc.)

Copy of the Applicant’s Charter: See attached (Attachment A)

Title of Officers:

James McMullen: President of the Board
Jim Yeager: Vice President of the Board
Charlie Hjerpe: Commissioner
Richard Guarino: Commissioner
Emily Jacob Amy: Commissioner

Attachment I, Part III – Summary of Project Costs

Provide a summary of the financing information about the proposed project, including cost share (if applicable).

		<u>% of Total Cost</u>
Total Cost of Project:	\$ <u>92,230</u>	
Amount Requested:	\$ <u>81,250</u>	<u>88.1%</u>
Amount of Cost Share ⁽¹⁾ :	\$ _____	_____
Amount of Federal Contribution:	\$ _____	_____
In-kind Contributions:	\$ <u>10,980</u>	<u>11.9%</u>
Amount to be Funded by Other Sources: \$ _____		_____

(Describe below in table.)

Sources of funds from partner agencies for this project, if applicable:

Amount	Name of Source	Status of Funds ⁽²⁾
\$		
\$		
Total: \$		

Is the project entirely benefiting a Disadvantaged Community (DAC) or Severely Disadvantaged Community (SDAC)? (Y/N): No

If the project is partially benefiting DAC or SDAC, provide percentage of grant funds to directly benefit a DAC or SDAC: No.

Additional explanation, if necessary:

Notes:

- (1) No cost share is required; however, grantees are required to show cost share (e.g., federal, local, or other funds) if an awarded project costs more than the grant amount.
- (2) Identify the current status of funds: available, planned/budgeted, awarded or pending.

Attachment I, Part III – Summary of Project Costs

RESOLUTION NO. 21-04

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PLAINFIELD FIRE PROTECTION DISTRICT

AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION

FOR THE WEST PLAINFIELD FIRE PROTECTION DISTRICT EMERGENCY WATER SUPPLY PROJECT

WHEREAS, WEST PLAINFIELD FIRE PROTECTION DISTRICT proposes to implement WEST PLAINFIELD FIRE PROTECTION DISTRICT EMERGENCY WATER SUPPLY PROJECT;

WHEREAS, WEST PLAINFIELD FIRE PROTECTION DISTRICT EMERGENCY WATER SUPPLY PROJECT is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies;

WHEREAS, WEST PLAINFIELD FIRE PROTECTION DISTRICT has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, WEST PLAINFIELD FIRE PROTECTION DISTRICT intends to apply for grant funding from the California Department of Water Resources for the WEST PLAINFIELD FIRE PROTECTION DISTRICT EMERGENCY WATER SUPPLY PROJECT;

THEREFORE, BE IT RESOLVED by the BOARD OF COMMISSIONERS of the WEST PLAINFIELD FIRE PROTECTION DISTRICT as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 69, § 112), the WEST PLAINFIELD FIRE PROTECTION DISTRICT JAMES F. MCMULLEN, PRESIDENT, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions as necessary or appropriate to obtain grant funding.
2. The WEST PLAINFIELD FIRE PROTECTION DISTRICT JAMES F. MCMULLEN, PRESIDENT, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The WEST PLAINFIELD FIRE PROTECTION DISTRICT JAMES F. MCMULLEN, PRESIDENT, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the BOARD OF COMMISSIONERS of the WEST PLAINFIELD FIRE PROTECTION DISTRICT at the meeting held on October 19, 2021, motion by COMMISSIONER EMILY AMY and seconded by COMMISSIONER RICHARD GUARINO, motion passed by the following vote:

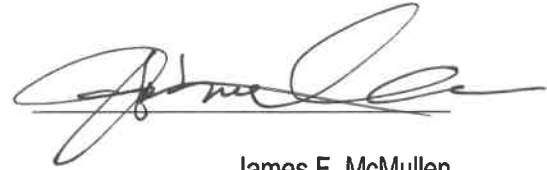
AYES: COMMISSIONER JIM YEAGER, COMMISSIONER CHARLES HJERPE, COMMISSIONER RICHARD GUARINO,
COMMISSIONER EMILY AMY, PRESIDENT JAMES MCMULLEN

NOES: NONE

ABSTAIN: NONE

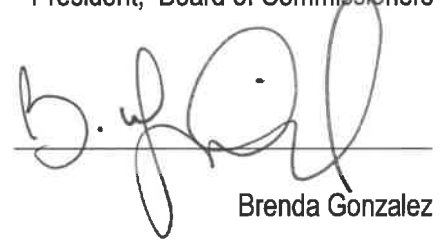
ABSENT: NONE

Attest:



James F. McMullen

President, Board of Commissioners



Brenda Gonzalez

Clerk

Attachment A
Copy of the Applicant's Charter
(Letter from Yolo County)



COUNTY OF YOLO

Office of the County Counsel

Philip J. Pogledich
County Counsel

625 Court Street, Room 201 ▪ Woodland, CA 95695
MAIN (530) 666-8172 ▪ FAX (530) 666-8279
e-mail: philip.pogledich@yolocounty.org

March 16, 2021

Chief Cherie Rita
West Plainfield Fire Protection District
via e-mail only to crita@westplainfieldfire.com

Re: Legal Status of West Plainfield Fire Protection District

Dear Chief Rita,

You requested a letter from my office describing the legal status and authority of the West Plainfield Fire Protection District (“District”) under California law. Records maintained my office indicate that the District was originally organized under California Health and Safety Code section 14440 *et seq.*, and was later (by operation of law) reorganized under the Fire Protection District Law of 1961 (Health and Safety Code section 13801 *et seq.*). The Legislature substantially revised the Fire Protection District Law in 1987 and provided that each district “organized or reorganized pursuant to the Fire Protection District Law of 1961...shall remain in existence as if it had been organized pursuant to this part[.]” (Health & Safety Code § 13803(a).) Accordingly, the District continues to exist today under the 1987 law.

As set forth in Health and Safety Code section 13840, all fire protection districts are governed by a Board of Directors. The Board may appoint a Fire Chief, who in turn may exercise various authorities described in statute (e.g., Health & Safety Code section 13872.5, authorizing a Chief to issue orders and citations) or delegated by the Board of Directors. The Board also has various other rights and powers, including: the power to sue and be sued; the power to acquire real property, including by eminent domain; the power to appoint employees and specify the terms of their employment; the power to enter into and perform contracts; and the ability to adopt ordinances. These and other rights and powers are set forth at section 13861 of the Health & Safety Code, a copy of which is enclosed.

I hope this information is sufficient for your purposes. Please let me know if you would like any additional information from my office.

Sincerely,

Philip J. Pogledich
County Counsel

Attachment 2 – Project Proposal, Tasks, & Budget

1. Title of Project

West Plainfield Fire Protection District Water Supply Reliability Project

2. Project Management

Project Manager: Name: Scott Bravo

Title: Fire Captain

Address: 24901 County Road 95, Davis, CA 95616

Telephone: (530)756-0212

Email: sbravo@westplainfieldfire.com

Fire Captain Bravo is one of the District's three fulltime paid employees. Prior to the West Plainfield Fire Department, Fire Captain Bravo worked 18 years for CAL FIRE in a broad range of assignments including Logistics, Fire Suppression, the Emergency Command Center, and the Fire Prevention Bureau as Public Information Officer for Lake, Colusa, and Yolo Counties. In 2016 Fire Captain Bravo made the move to the California Governor's Office of Emergency Services, working in the California State Warning Center coordinating federal, state, and local resources for all types of emergency incidents locally as well as federally and all hazardous materials reporting for the State.

Other Cooperators:

Elisa Sabatini, Yolo County, is the Natural Resources Manager for Yolo County and has over a decade of experience managing grants and projects. Currently, she is the manager of the Knights Landing Flood Risk Reduction project, funded by the Department of Water Resources. She is the point person for Yolo County's collaborative efforts with local district to address drought and other impacts to water supply systems in the unincorporated area.

Institutional Capacity:

The District will implement the project with support from Yolo County. Although a small district, the District has institutional knowledge of grant management as it has received grant funding many times in the past including from CalFire and federal grants for fire protection gear. Pursuit and management of grant funds is a well-established part of the District's administrative functions. Yolo County staff have significant experience with State and federal grants and can provide additional assistance to ensure successful management of the grant. The District will contract with a construction firm to complete the tasks and will oversee the construction themselves with additional assistance from Yolo County as needed.

3. Scope of Work and Project Description

Scope of Work

The West Plainfield Fire Protection District will install the needed infrastructure to ensure reliable water supply during planned and unplanned power outages. The District will undertake five tasks:

Task 1: Solicit construction bids and execute contract

Task 2: Secure permits

Task 3: Installation of generator, propane tank, and associated infrastructure

Task 4: Construction management and inspection

Task 5: Manage grant and submit reimbursements

Project Description

The West Plainfield Fire Protection District will install a generator, propane tank, and associated infrastructure to establish a reliable means of water delivery during commercial power outages for Fire Station 30 & Lillard Hall (an established evacuation point on the West Plainfield Fire Protection District property). Planned and unplanned power outages from utility companies are becoming more common for multiple reasons. West Plainfield's well and submersible water pump that supply water to its facilities currently rely on commercial power from the utility companies. Thus, West Plainfield has no water for its fire station or evacuation point when outages occur. This project will remedy this gap in reliable water.

Goals and objectives: The goal of the project is to have a reliable source of water to the District and community when commercial power outages occur. The objective is to install the generator, propane tank, and associated infrastructure within one year of receiving the grant.

Project phases: The project is not part of a multi-phase project.

DWR-funded component: DWR will fund the majority of the project with some in-kind contribution from the District and Yolo County.

Existing contracts, MOUs, JPAs with project partners: The District has no formal contracts or other agreements with partners, although Yolo County provided financial and technical support during the grant application process.

Project Location

The West Plainfield Fire Protection District is located in rural Yolo County, California. The address is 24901 County Road 95, Davis, CA 95616. The APN number is 040-220-022. The latitude is 38.34.41 and the longitude is -121.51.29. West Plainfield is an unincorporated community. See attached maps for more location information.



4. Project Objectives

Project Objectives

The proposed project's primary objective is to establish a reliable means of water delivery for fire station and evacuation point during planned and unplanned power outages. The project will provide uninterrupted water supply for the local community in emergencies.

Program Objectives

The proposed project meets the following program objective:

- Provide a reliable water supply
- Provide alternative power sources for operation

5. Task Breakdown

Tasks, Budget, and Schedule

Task 1. Solicit construction bids and execute contract

- **Budget:** \$600 (in-kind contribution)
- **Timeline:** April 2022 to June 2022
- **Description:** The West Plainfield Fire Protection District will solicit bids for the construction company that will install a generator, propane tank, and necessary infrastructure to support the system
- **Deliverables:** Final contract

Task 2. Secure permits

- **Budget:** \$5,000
- **Timeline:** June 2022 to August 2022
- **Description:** The construction company will secure permits for the installation of the generator, propane tank, and necessary infrastructure
- **Deliverables:** Final permit(s)

Task 3. Installation of generator, propane tank, and associated infrastructure

- **Budget:** \$76,250
- **Timeline:** August 2022 to September 2022
- **Description:** The District will hire a construction company to install the generator, propane tank, and necessary infrastructure.
- **Deliverables:** New generator, propane tank, and associated infrastructure

Task 4. Inspect and manage construction

- **Budget:** \$6,065
- **Timeline:** August 2022 to September 2022
- **Description:** The District will manage the construction company to ensure work is completed on schedule and inspect the generator and propane tank once installed with assistance as needed from Yolo County.
- **Deliverables:** Construction inspection and management services

Task 5. Manage grant and submit reimbursement

- **Budget:** \$4,315
- **Timeline:** April 2022 or whenever funds are awarded to June 2023 or earlier, depending on project completion
- **Description:** The District will manage the grant and submit reports and reimbursements with assistance as needed from Yolo County.
- **Deliverables:** Grant reports

6. Schedule

See attached Gantt chart (Attachment B).

Task 1. Solicit construction bids and execute contract

Start date: April 2022 (or whenever funds are awarded)

End date: June 2022

Deliverables: Final contract

Task 2. Secure permits

Start date: June 2022

End date: August 2022

Deliverables: Permit(s)

Task 3. Installation of generator, propane tank, and associated infrastructure

Start date: August 2022

End date: September 2022

Deliverables: New generator, propane tank, and associated infrastructure

Task 4. Construction management and inspection

Start date: August 2022

End date: September 2022

Deliverables: Construction inspection and management services

Task 5. Manage grant and submit reimbursements

Start date: April 2022 or whenever funds are awarded

End date: June 2023

Deliverables: Grant reports - The West Plainfield Fire Protection District will meet all deadlines for providing invoices and reports.

7. Budget

Project Budget

Task 1. Solicit construction bids and execute contract

District staff will complete this task as in-kind services. See the budget table below for additional information about the cost estimate for this task.

Task 2. Secure permits

A potential contractor provided an estimated cost for this task. See the budget table below for additional information about the cost estimate for this task.

Task 3. Installation of generator, propane tank, and associated infrastructure

A potential contractor provided an estimated cost for this task. See the budget table below for additional information about the cost estimate for this task.

Task 4. Construction management and inspection

District staff will complete this task as in-kind services. See the budget table below for additional information about the cost estimate for this task.

Task 5. Manage grant and submit reimbursements

District staff will complete this task as in-kind services. See the budget table below for additional information about the cost estimate for this task.

8. Deliverables

Applicant Information

The West Plainfield Fire Protection District will complete submit quarterly progress reports, invoices, a final report, and a post-completion report. Proposed project deliverables and proposed timelines for deliverables are provided under “Task Breakdown” earlier in this grant application and in the Gantt chart.

West Plainfield Fire Protection District Water Supply Reliability Project

BUDGET

Task	Amount/Hourly	Quantity	Total	Funding Source
1.0 Solicit bids and execute contract	\$30.00	20	\$600	In-kind contribution
2.0 Permitting	\$5,000.00	1	\$5,000.00	DWR Grant Request
3.0 Install generator, propane tank, and necessary infrastructure			\$76,250	DWR Grant Request
3.1 Design and engineering	\$12,000.00	1	\$12,000.00	DWR Grant Request
3.2 Construction	\$64,250.00	1	\$64,250.00	DWR Grant Request
4.0 Construction management and inspection	\$67.00	80	\$6,065	In-kind contribution
4.1 West Plainfield Fire Protection District Staff	\$41.00	75	\$3,075	In-kind contribution
4.2 Yolo County Staff	\$149.50	20	\$2,990	In-kind contribution
5.0 Manage grant and submit reimbursements	\$149.50	72	\$4,315.00	In-kind contribution
5.1 West Plainfield Fire Protection District Staff	\$26.50	50	\$1,325.00	In-kind contribution
5.2 Yolo County Staff	\$149.50	20	\$2,990.00	In-kind contribution
Total			\$92,230.00	

Attachment B

West Plainfield Fire Protection District Water Supply Reliability Project

Tasks	Start Date	Finish Date	2022												2023					
			April	May	June	July	August	September	October	November	December	January	February	March	April	May	June			
Task 1. Solicit bids and execute contract	April 2022	June 2022																		
Task 2. Secure permits	June 2022	August 2022																		
Task 3. Install generator, propane tank, and necessary infrastructure	August 2022	September 2022																		
Task 4. Inspect and manage construction	August 2022	September 2022																		

EXHIBIT C

SERVICE CONTRACT INSURANCE REQUIREMENTS

- A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
 - a. **Comprehensive General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
 - c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
 2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. . [NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.] It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.
 - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or

excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B.** Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C.** During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- D.** Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.
- E.** Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.