

**Grant Funding Agreement Between the County of Yolo  
and Capay Valley Fire Protection District**

This Grant Funding Agreement, hereinafter referred to as "Agreement", is made this \_\_\_\_ day of \_\_\_\_\_ 2023, between the County of Yolo, hereinafter referred to as "COUNTY," and Capay Valley Fire Protection District, hereinafter referred to as "GRANTEE".

**TERMS AND CONDITIONS**

1. GRANTEE Obligations.
  - A. With funding provided pursuant to this Agreement, GRANTEE agrees to use funds for the purposes of immediate long-term sustainability needs for Capay Valley Fire Protection District, which is located within Yolo County and serves County residents and businesses. The authorized uses of funds are contained in Exhibit A to this Agreement (referred to as the *FY22/23 Contingency Funding Guidelines for Fire District Sustainability*) and were approved by the Board of Supervisors on December 6, 2022. As needed, the GRANTEE may request in writing from the County a determination as to the eligibility of expenses not listed in the bulleted items of Exhibit A.
  - B. In consideration of County's willingness to provide funding pursuant to this Agreement, GRANTEE commits to take all actions necessary to enable GRANTEE'S consideration in good faith of a tax, assessment, or other charge to support GRANTEE'S financial sustainability. This includes, but is not limited to, starting efforts to develop a tax, assessment or other charge within six months of the full execution of this Agreement and, thereafter, using reasonable diligence in completing appropriate studies, reports, and necessary approval processes for a tax, assessment, or other charge in compliance with applicable provisions of Proposition 218 (Cal. Const. art. XII C-D) and other state laws. Nothing in this subsection is intended to limit or in any way affect GRANTEE'S discretionary authority to approve, deny, or otherwise act on any tax, assessment or other charge presented for its consideration.
  - C. If the GRANTEE does not use reasonable diligence in completing the appropriate studies, reports, and necessary processes for a tax or assessment by June 30, 2024, the GRANTEE shall be obligated to return or (if funds have already been expended) repay the funds provided pursuant to this Agreement. To effectuate this provision, the GRANTEE specifically authorizes County's Chief Financial Officer to withhold an equal amount from the distribution of property taxes, assessments, fees, or other direct charges that the Department of Financial Services would otherwise make to the GRANTEE to implement the return of funds.
  - D. The GRANTEE shall submit requests for reimbursement not more often than monthly. The Department of Financial Services may at the sole discretion of the Chief Financial Officer, elect to advance funds to the GRANTEE when a

purchase order or contract has been executed by the GRANTEE and advance funding is deemed reasonable and necessary. Advances should be done in a manner to minimize the timing between the advance and expenditure. The COUNTY has determined that the funding provided by this Agreement will provide a public benefit through completion of the work described herein, and any other use of said funding is prohibited.

- E. The GRANTEE shall perform funded activities between December 7, 2022, and June 30, 2024.

2. COUNTY Obligations. Subject to GRANTEE'S compliance with this Agreement, COUNTY hereby agrees to provide funds to GRANTEE in an amount not to exceed **\$34,698** for the purposes set forth in Section 1, above. The County has no obligation to reimburse for expenditures determined to be ineligible pursuant to Exhibit A.

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

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

5. General Terms and Conditions.

A. As between COUNTY and GRANTEE, GRANTEE is solely responsible for full and timely compliance with all local, state, and federal laws and regulations pertaining to completion of the work described above. This includes, but is not limited to, compliance with state prevailing wage laws. COUNTY's sole obligation under this Agreement is to provide funding to GRANTEE in the amount, time, and manner specified herein.

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

C. GRANTEE agrees to indemnify, defend, protect, hold harmless, and release COUNTY, its governing body, agents, officers and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expenses (including attorney's fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of GRANTEE in the performance of the work described in Section 1 above.

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

party to so assign or transfer this Agreement or any rights, duties or obligations arising shall be void and of no effect.

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

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

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

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

I. This Agreement shall be construed under and in accordance with the laws of the State of California. The construction and interpretation of this Agreement shall be governed by the laws of California with venue residing in Yolo County, except to the extent an issue may be governed by federal law.

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

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

CAPAY VALLEY FIRE  
PROTECTION DISTRICT

COUNTY OF YOLO

\_\_\_\_\_  
Name, District Chair

\_\_\_\_\_  
Gerardo Pinedo, County Administrator

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

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Kimberly E. Hood, Asst. County Counsel

## FY 22/23 Contingency Funding Guidelines for Fire District Sustainability

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The Yolo County Board of Supervisors approved a contingency funding set-aside of \$550,000 for fire sustainability with the adoption of the FY22-23 budget on September 21, 2021 (Item # 30). At the September 27, 2022 Board meeting, staff provided an overview of the LAFCo MSR for the rural fire protection districts. At the conclusion of this update, the Board delegated authority to the Fire Protection Sustainability Ad Hoc Subcommittee to approve and distribute the \$550,000 contingency funding. The Fire Sustainability Ad Hoc Committee met on November 16, 2022 and provided the following recommendations for Board action on December 6, 2022:

- Funds should only be available to the direct service fire protection districts. An exception should be made for Winters FPD, a contract district that is primarily supported by volunteer fire fighters (4 career staff, 50 volunteer staff).
- Set aside \$50,000 of the \$550,000 for additional services from the Prop 218 consultant. This funding would be used to fund additional support for those FPD's that choose to pursue a Prop 218 election, such as assistance with outreach, balloting, elections, and implementation. Further information provided below. (\$3,000 x 15 FPD's = \$45,000, plus \$5,000 contingency)
- Distribute the remaining \$500,000 amongst the direct service FPD's, with the addition of Winters FPD, as described below.

### **Fund Additional Assistance for Prop 218 Implementation** **\$50,000**

The Fire Sustainability staff working group has expressed a preference for using a portion of the contingency funds to acquire additional support with the implementation of Prop 218 elections. Staff recommends that the Subcommittee set aside \$50,000 of the allocation for the purpose of funding additional services from SCI Consultants such as outreach materials and messaging, printing and distribution of ballots, running the formal election, and implementing approved new fees/assessments. The representatives from the Yolo County Fire Chiefs' Association have expressed support for this specific proposal. Staff recommends that these funds be made available for all fire protection districts, who choose to pursue an assessment through the Prop. 218 process.

### **Immediate Long-Term Sustainability Needs** **\$500,000**

Staff recommends that the Committee allocate the remaining \$500,000 amongst the 10 direct service fire protection districts with the addition of Winters FPD, see bullet #1 above. The work group, over the course of three meetings, developed the funding distribution model attached (see page 3). The funding model considers feedback received from the entirety of the Yolo County Fire Chief's Association (YCFCA), which was provided during the November 8, 2022 YCFCA meeting. The formula equally divides 60% of the funding amongst the eligible districts

Authorized expenditures may include, but are not limited to:

- Capital improvement projects and deferred maintenance
- Efforts that ensure or increase firefighter safety
- Apparatus or equipment replacement

## **FY 22/23 Contingency Funding Guidelines for Fire District Sustainability**

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- Supplemental operating costs due to inflation/increased fuel costs
- Recruitment and/or training of reserve/volunteer staff
- Staffing costs
- One-time incentive programs for existing volunteer/staff to ensure adequate staff are on-call (per diem/on-call pay)
- Implementation of mutual aid/joint operating agreements that ensure improved response time and/or staffing is available
- PPE's, turnouts, SCBA's, and similar equipment / supplies
- Critical equipment repairs and other similar items
- Matching funds for local, state, or federal grants

All expenditures shall be approved by the Ad Hoc Subcommittee, prior to authorization of funding distribution.

<b>Fire District Sustainability Funds Available</b>		<b>\$500,000.00</b>
Equal Division %	60%	\$300,000.00
Call Volume %	40%	\$200,000.00
Total Rural Districts	12	

FY 2022-23

Fire Districts	In District Call Volume 2019	In District Call Volume 2020	In District Call Volume 2021	Three Year Total	Average % of 3 Yr Total Call Volume	Three Year Average	Average % of 3 Yr Average Call Volume	Funding Models			District Total %
								By Equal Division	By District Call Volume	District Totals	
Capay Valley Fire District	121	174	117	412	5%	137	5%	\$25,000	\$9,698	\$34,698	7%
Clarksburg Fire District	253	236	241	730	9%	243	9%	\$25,000	\$17,183	\$42,183	8%
Dunnigan Fire District	472	519	503	1,494	18%	498	18%	\$25,000	\$35,165	\$60,165	12%
Elkhorn Fire District	130	120	147	397	5%	132	5%	\$25,000	\$9,344	\$34,344	7%
Esparto Fire District	417	457	495	1,369	16%	456	16%	\$25,000	\$32,223	\$57,223	11%
Knights Landing Fire District	134	145	173	452	5%	151	5%	\$25,000	\$10,639	\$35,639	7%
Madison Fire District	195	185	163	543	6%	181	6%	\$25,000	\$12,781	\$37,781	8%
West Plainfield Fire District	143	139	174	456	5%	152	5%	\$25,000	\$10,733	\$35,733	7%
Willow Oak Fire District	408	422	328	1,158	14%	386	14%	\$25,000	\$27,257	\$52,257	10%
Yolo Fire District	245	281	241	767	9%	256	9%	\$25,000	\$18,053	\$43,053	9%
Zamora Fire District	89	96	91	276	3%	92	3%	\$25,000	\$6,496	\$31,496	6%
Winters Fire District	154	139	150	443	5%	148	5%	\$25,000	\$10,427	\$35,427	7%
<b>Totals</b>	<b>2,761</b>	<b>2,913</b>	<b>2,823</b>	<b>8,497</b>	<b>100%</b>	<b>2,832</b>	<b>100%</b>	<b>\$300,000</b>	<b>\$200,000</b>	<b>\$500,000</b>	<b>100%</b>