

**FUNDING/REIMBURSEMENT AGREEMENT WITH DIAMOND SPRINGS /EL
DORADO FIRE PROTECTION DISTRICT**

THIS AGREEMENT made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Diamond Springs/El Dorado Fire Protection District, a political subdivision of the State of California (herein after referred to as "Fire").

Recitals

WHEREAS, County applied for FY 2019 Homeland Security Grant programs ("Grant");
and

WHEREAS, County was awarded grant funds in the amount of \$268,837, for the FY 2019 grant, which was included in the County Sheriff's Office Fiscal Year 2021 - 2022 budget;
and

WHEREAS, Grant provides funding for planning, equipment, training, exercises, and management/administrative costs; and

WHEREAS, County, as the Operational Area lead agency, will receive the grant funds, purchase and loan equipment or services to other participating agencies, or reimburse agencies who purchase grant approved equipment or services; and

WHEREAS, as required by the Homeland Security Grant, on June 23, 2015, the County Board of Supervisors reaffirmed the creation of an Approval Authority, representing the City of Placerville, City of South Lake Tahoe, Sheriff, Public Health, and Fire Districts, to distribute the Grant funds at the local level; and

WHEREAS, Fire is a local participating agency in the FY 2019 Homeland Security Grant program; and

WHEREAS, the Approval Authority has agreed to disburse an amount not to exceed \$36,000.00 in grant funds to Fire, for Fire to purchase: Side by Side Vehicle (hereinafter referred to as the "Equipment");

NOW, THEREFORE, County and Fire mutually agree as follows:

ARTICLE I

Payment of Funds: County will reimburse Fire in an amount not to exceed \$36,000.00 solely for the purchase of Equipment within thirty (30) days after Fire presents an invoice, as well as documentation verifying that Fire complied with grant purchasing guidelines to County. In no event shall County's obligation under this Agreement exceed \$36,000.00.

ARTICLE II

Use of Funds: Fire will use the funds to be reimbursed by County solely for the purchase of the Equipment. Fire is responsible for any other costs incurred in accordance with grant purchasing guidelines related to the Equipment. Fire shall purchase the Equipment directly from the supplier and shall take title directly without title passing through the County. Fire will purchase the Equipment by May 31, 2022, or expiration date of grant if a time extension is granted for this project and present the County with an invoice for payment. In the event Fire does not purchase the Equipment by the grant's expiration date, and invoice the County by the grant's expiration date, or in the event Fire does not adhere to grant purchasing guidelines, County's obligation for payment shall be null and void, and upon written demand by County, Fire shall return any funds it has received from County and not spent on the Equipment to County within thirty (30) days of mailing of written demand of County.

Fire shall submit to County its statement of the total sum of an amount not to exceed \$36,000.00, identical to Attachment A, noting that the Equipment has been purchased and received. Such statement shall be signed under penalty of perjury by an authorized signatory of Fire.

ARTICLE III

Term: This Agreement shall become effective when fully executed by both parties ("Effective Date") covering the reimbursement of purchase of Equipment from the start of the grant term and shall expire when grant performance period expires, currently scheduled for May 31, 2022.

ARTICLE IV

Audit and Access to Records: The County shall have the right of access to any books, documents, papers, or other records which are pertinent to the Grant, to make audits, examinations, excerpts and transcripts. Fire will keep and maintain an accurate financial account, in accordance with generally accepted accounting principles, of all funds expended by Fire with respect to the Equipment until notification is provided by the county that the State Homeland Security Grant Program has closed the grant and completed all audits and reviews. Such accounting records shall be available for inspection by the County's designee, during normal business hours at the offices of Fire, or the offices of its financial consultant.

ARTICLE V

Compliance with Applicable Law and Grant Requirements: Fire has read and understands the Grant and will comply with and require any vendor of the Equipment to comply with all laws, regulations and guidance documents that apply to the Grant. Fire is responsible for ensuring that all purchases for goods and services must comply with grant purchasing guidelines. Specifically, Fire shall comply with 2 Code of Federal Regulations (CFR) Part200, E.O. 12372, and any current Administrative Requirements, Cost Principles, and Audit Requirements.

Fire agrees to maintain accountability of all items, mark or tag all individual items or sets costing over \$5,000 for inventory and control purposes, maintain or repair any items and ensure all CFR required record keeping. ID tag numbers, location of storage, and physical condition will be reported by Fire to the County at the time of purchase and at least once per year thereafter.

Items lost or destroyed within the Grant Performance Period must be replaced solely by the Fire at its own expense. Fire is responsible for ensuring that all items, regardless of cost, procured under this or any federal grant programs will be maintained and controlled for the useful life of the items, and any sale, disposal, or planned destruction of said items will be done only upon receipt of written approval from the U.S. Department of Homeland Security or its delegated representative.

Fire agrees that federally funded equipment must be made available for mutual aid, as requested.

In the event an audit by the County or the State of California (Cal OES) determines Fire failed to comply with these guidelines, the County shall provide written notification of the violation and Fire may be required to reimburse the County for the total cost of the affected items.

ARTICLE VI

Debarment and Suspension Certification: By signing this agreement, Fire agrees to comply with applicable federal suspension and debarment regulations including, but not limited to **45 CFR 76**.

By signing this agreement, Fire certifies to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- B. Have not within a three year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Paragraph b(2) herein;
- D. Have not within a three (3)-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State, or local) terminated for cause or default;
- E. Shall not knowingly enter any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., **48 CFR part 9, subpart 9.4**), debarred,

suspended, declared ineligible or voluntarily excluded from participation in such transactions, unless authorized by the State; and

- F. Shall include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

If Fire is unable to certify to any of the statements in this certification, Fire shall submit an explanation to County.

The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

If Fire knowingly violates this certification, in addition to other remedies available to the Federal Government, County may terminate this agreement for cause or default.

ARTICLE VII

Independent Authority Liability: Fire is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of the Fire's employees, associates, agents, and contractors, if any, in connection with the purchase of the Equipment.

ARTICLE VIII

No Third Party Beneficiary: Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

ARTICLE IX

Termination: County may terminate this Agreement in the event Fire becomes unable to substantially perform any terms or conditions of the Agreement. In the event of early termination of the Agreement, funds previously received from County shall be returned to County within thirty (30) days of termination.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Mail, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

EL DORADO COUNTY SHERIFF'S OFFICE
200 Industrial Drive
Placerville, CA 95667
ATTN: Asst. Deputy Director of OES

or to such other location as the County directs.

Notices to Fire shall be addressed as follows:

Diamond Springs – El Dorado Fire Station 49
501 Pleasant Valley Road
Diamond Springs, CA 95619
ATTN: Lori Tuthill

or to such other location as Fire directs.

ARTICLE XI

Indemnity: Fire shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the purchase of the Equipment. This duty of Fire to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778.

This obligation to defend and indemnify the County shall survive the expiration or termination of this Agreement and shall remain in full force and effect. Within thirty (30) days after the Effective Date of this Agreement, Fire shall provide proof in a form satisfactory to the County's Risk Manager of participation in a self-insurance program, or proof of insurance sufficient to meet Fire's defense and indemnification obligations herein.

ARTICLE XII

Change to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said Amendment shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is John D'Agostini, Sheriff, or successor.

ARTICLE XIV

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XV

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XVI

Venue: Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Authority waives any removal rights it might have under Code of Civil Procedure Section 394.


ARTICLE XVII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

ARTICLE XVIII

Time is of the Essence: The parties hereto acknowledge and agree that time is of the essence.

REQUESTING DEPARTMENT CONCURRENCE:

By:  _____
Bryan Golmitz
Undersheriff

Dated: 5-11-22

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

COUNTY OF EL DORADO:

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson, Clerk
of the Board of Supervisors

ATTEST:
Lori Tuthill, Board Secretary

By: _____

By: Lori Tuthill

Dated: _____

Dated: 5/10/22

DIAMOND SPRINGS/EL DORADO FIRE
PROTECTION DISTRICT

Approved By: Matthew Gallagher
Matthew Gallagher, Chief

ATTACHMENT "A"

May 10, 2022

Sheriff John D'Agostini
Sheriff's Office
County of El Dorado
200 Industrial Drive
Placerville, California 95667

Re: Diamond Springs/El Dorado Fire Protection District
FY 2019 Homeland Security Grant Equipment

Dear Sheriff D'Agostini:

I certify that the Diamond Springs/El Dorado Fire Protection District completed the following purchase of the Equipment in accordance with grant purchasing guidelines and grant assurances.

Attached is the invoice for this Equipment. Please remit the reimbursement at your earliest convenience.

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on the date written above in El Dorado County, State of California.

Diamond Springs/El Dorado Fire Protection District:

By: _____
Matthew Gallagher, Fire Chief