

San Gorgonio Pass Water Agency

DATE: October 20, 2025

TO: Board of Directors

FROM: Lance Eckhart, General Manager

BY: Emmett Campbell, Senior Water Resources Planner

SUBJECT: Consideration and Approval of a Heli-Hydrant Installation and Maintenance Agreement between San Gorgonio Pass Water Agency and South Mesa Water Company

RECOMMENDATION

Approve the Heli-Hydrant Installation and Maintenance Agreement between San Gorgonio Pass Water Agency (“SGPWA”) and South Mesa Water Company (“SMWC”) and authorize the General Manager to effectuate non-substantive changes as needed.

PREVIOUS CONSIDERATION

- October 7, 2024: Board Meeting - Approval of Resolution No. 2024-13 to Execute the American Rescue Plan Act Funding Agreement Between the San Gorgonio Pass Water Agency and the County of Riverside for the Construction of Heli-Hydrant Systems
- November 18, 2024: Board Meeting - Approval of Heli-Hydrant Installation and Maintenance Agreement between San Gorgonio Pass Water Agency and Cabazon Water District
- May 5, 2025: Board Meeting - Approval of Heli-Hydrant Installation and Maintenance Agreement between San Gorgonio Pass Water Agency and High Valleys Water District

BACKGROUND

On March 11, 2021, President Biden signed the American Rescue Plan Act (“ARPA”) of 2021 (H.R. 1319) into law. The \$1.9 trillion package was intended to combat the public health and economic impacts of the COVID-19 pandemic.

As part of the \$362 billion in federal fiscal recovery aid for state and local governments, \$65.1 billion was provided in direct aid to counties. The County of Riverside’s (the “County”) share of the ARPA funding was \$479 million, of which the first installment of \$239.9 million was received on May 10, 2021, and the second installment of the same amount was received on June 6, 2022. The funds must be obligated by December 31, 2024, and expended by December 31, 2026.

On April 30, 2024, the County's Board of Supervisors voted to allocate \$1.8 million for the construction of six Heli-Hydrants within SGPWA's service area in Riverside County, subject to the execution of the funding agreement between SGPWA and the County. SGPWA will not construct the Heli-Hydrants itself but rather will act as a pass-through agency for the County's ARPA funds to the SGPWA retail agencies that would ultimately construct, own, and maintain the Heli-Hydrants utilizing their existing infrastructure.

On October 7, 2024, the SGPWA's Board of Directors voted to approve the ARPA funding agreement with the County. The County's Board of Supervisors voted to approve the ARPA agreement for the Heli-Hydrants on October 29, 2024.

The first two of the six preferred sites referenced in the ARPA funding agreement were constructed by CWD, one on the north side of the I-10, and the other on the south side of the I-10. The next two Heli-Hydrant sites were constructed by High Valleys Water District ("HVWD"). One site is in Poppett Flats and the other is in Twin Pines. As these sites are wrapping up, SGPWA is working with local partners to complete the remaining two Heli-Hydrants.

The next site that SGPWA is looking to complete is the site within SMWC's service area. To start the construction process, an ARPA sub-recipient agreement ("Sub-Recipient Agreement") will need to be executed between SGPWA and SMWC.

ANALYSIS

The San Gorgonio Pass area has a history of major fires. In 2020, the Apple Fire burned 33,000 acres north of the City of Banning. The damage caused from the fire did not stop at the immediate burn sites. The charred land and burnt-up trees caused devastating impacts due to debris flowing down after rain events.

To assist with mitigating future fires in the area, SGPWA retail agencies have the opportunity to construct six hydrants for helicopters known as "Heli-Hydrants." Heli-Hydrants are large tanks permanently installed and connected that can be remotely operated by firefighting helicopters in the event of a fire. The Heli-Hydrants would be constructed to interface with existing water infrastructure and would be strategically located to provide optimal coverage both north and south of the I-10 freeway within the SGPWA service area in Riverside County.

Initially, several dozen sites were identified with the potential to host a Heli-Hydrant. After flying with Cal-Fire and conferring with local water retailers, the sites were narrowed down to six preferred locations. The site locations are subject to change if circumstances change; however, currently, two sites have been constructed by CWD, two sites have been constructed in High Valley Water District service area, and the remaining two sites will be hosted by South Mesa Water Company and SGPWA. In the event that one of the sites falls through or is deemed infeasible, there are several dozen backup sites that could fill in the gap.

The County has allocated \$1.8 Million of their allotment of ARPA funds to the construction of six Heli-Hydrants in the San Gorgonio Pass. The Funding Agreement provides that SGPWA would receive invoices from each retailer for costs related to the construction of their respective hydrants, submit those invoices to the County, and then distribute the ARPA funds upon receipt to the retailers as reimbursement for the work. The current estimate for each Heli-Hydrant system with construction is \$300,000 per site. It is anticipated that the ARPA funds would fully cover the cost of all six sites. As the Heli-Hydrant system is patented technology and proprietary engineering that can only be fulfilled by a single vendor (Whaling Fire Line Equipment), sole source procurement is permissible (see <https://www.whalingfire.com/heli-hydrant.html>). Glenn Chavez Construction has an exclusive contract with Whaling Fire Line Equipment for the installation of Heli-Hydrants, so SMWC will be required to contract with Glenn Chavez Construction, which contract would be for the full installation of the Heli-Hydrant system and includes two years of maintenance. For any work falling outside of the Heli-Hydrant installation, SMWC will be subject to and responsible for following all procurement rules that may apply to the work.

SGPWA's main role in this project is to act as a liaison with the County for the ARPA funds. The ARPA funding agreement between SGPWA and the County of Riverside was fully executed on October 29, 2024. SGPWA requires additional agreements with each participating retailer that wishes to receive the ARPA funding for their respective Heli-Hydrants. This agreement is the Sub-Recipient Agreement with SMWC. The Sub-Recipient Agreement allocates \$300,000 to SMWC for the construction of one Heli-Hydrant within its service area.

STRATEGIC PLAN NEXUS

Supporting regional fire protection and supporting small water systems help advance various aspects of the Agency's Strategic Plan, including:

- Strategic Goal 1: Align with the current and future water landscape, supporting the region's long-term needs by diversifying the local supply portfolio and advancing water sustainability.
 - ✓ Objective 5 – Support local small water systems in securing funding and resources.
- Strategic Goal 2: Ensure a reliable delivery system that advances efficiency and resiliency.
 - ✓ Objective 9 – Invest in emergency infrastructure such as heli-hydrants and backup generators to improve system reliability, support wildfire response efforts, and enhance the region's overall resilience to power outages and natural disasters.

- Strategic Goal 6: Maintain, foster, and expand collaboration with local, regional, state, and federal partners to develop strategic solutions to water supply challenges and opportunities.
 - ✓ Objective 1 – Coordinate with other agencies and organizations on grants and multi-partner project opportunities.
 - ✓ Objective 2 – Cultivate local, regional, state, and federal partnerships and identify opportunities to promote and expand collaboration with new or existing partners.

FISCAL IMPACT

No direct impact to the Agency is anticipated, although some *de minimus* costs may be incurred due to the Agency's technical assistance and/or staff time to assist the participating retailers with their respective Heli-Hydrant installations.

If any costs are incurred, they would charged to the General Fund (Green Bucket), Consulting and Engineering Services Category, On-Call Agency Engineer line item.

ACTION

Approve the Heli-Hydrant Installation and Maintenance Agreement between San Gorgonio Pass Water Agency and South Mesa Water Company and authorize the General Manager to effectuate non-substantive changes as needed.

ATTACHMENTS

1. Heli-Hydrant Installation and Maintenance Agreement
 - Exhibit A: Funding Agreement for San Gorgonio Pass Water Agency Infrastructure Project (Riverside County Agreement)
 - Exhibit B: Site Map

**HELI-HYDRANT INSTALLATION AND MAINTENANCE AGREEMENT
BETWEEN
SAN GORGONIO PASS WATER AGENCY
AND
SOUTH MESA WATER COMPANY**

This Heli-Hydrant Installation and Maintenance Agreement (“Agreement”) is made and entered into as of November 1, 2025 (“Effective Date”), by and between the San Gorgonio Pass Water Agency (a state water contractor organized under the laws of the State of California with its principal place of business at 1210 Beaumont Avenue, Beaumont, California 92223) (“Agency”) and the South Mesa Water Company, a mutual water company organized and operating under the laws of the State of California (“Grantee”). Agency and Grantee are hereinafter sometimes referred to individually as “Party” and collectively as the “Parties”.

RECITALS

A. The American Rescue Plan Act (“ARPA”) was signed into law on March 11, 2021 (amending Section 9901 of Title VI of the Social Security Act which establishes the Coronavirus State and Local Fiscal Recovery Funds) to provide state, local, and Tribal governments with the resources needed to respond to the pandemic and its economic effects; and to build a stronger, more equitable economy during the recovery; and

B. Agency (established by the San Gorgonio Pass Water Agency Act of 1961) services an area of approximately two hundred twenty-five (225) square miles located in the County of Riverside (“County”), extending from Calimesa to Cabazon (including the incorporated cities of Calimesa, Beaumont, and Banning; and the communities of Cherry Valley, Cabazon, and the Banning Bench); and

C. The County dedicated a portion of allotted ARPA Funds to Agency for the implementation of infrastructure projects and measures to lessen or avert the threat of a natural disaster pursuant to that certain Funding Agreement for the San Gorgonio Pass Water Agency Infrastructure Project dated October 29, 2024 (“Funding Agreement”), attached hereto as Exhibit “A” and incorporated herein by reference; and

D. Grantee is a mutual water company within the Agency’s boundaries and has agreed to construct, own, operate, and maintain one (1) heli-hydrant (open-air water tanks that integrate into existing hydrants or municipal water systems; and acts as a refillable and efficient water source that firefighting helicopters may access to fill their tanks with ease, reliability, and convenience) within its service area (“Project”) as part of the greater Pass Area Heli-Hydrants System Retrofit Project; and

E. Agency has agreed to allocate a portion of the ARPA funds to Grantee in connection with the Project to be used exclusively for the Project; and

F. The Parties hereby desire to memorialize a comprehensive arrangement regarding the installation and maintenance of that certain heli-hydrant; and delineate their respective rights

and obligations regarding the Project's funding, installation, and ongoing maintenance and operation.

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. **Incorporation of Recitals**. The recitals as above are true and correct, and are hereby incorporated herein by this reference.
2. **Funding Agreement**. Grantee expressly agrees to be bound by the terms and conditions of the Funding Agreement.
3. **Grant**. Subject to receipt of ARPA funds from County, Agency shall provide Grantee funding in an amount equal to Three Hundred Thousand dollars (\$300,000) for the implementation of the Project ("Grant"). Grantee shall not be entitled to nor receive from Agency any additional funding or other type of remuneration for the Project. The Grant is specifically for the Project and makes up the entire amount which Agency has authorized to fund for the Project. If the Project costs Grantee less than the Grant, Grantee shall refund Agency the unused portion within thirty (30) days of the Project's completion.
4. **Term**. The Term of this Agreement shall be from the Effective Date until filing of notice of completion for the Project or on December 31, 2026 (whichever is sooner), unless earlier terminated as provided herein.
5. **Ownership**. The heli-hydrant installation installed by Grantee pursuant to this Agreement shall be the property and responsibility of Grantee; and shall comply with all applicable laws, ordinances, codes, and regulations of the Federal, state, and local government (including but not limited to all applicable state and Federal storm water compliance laws, and American Water Works Association standards).
6. **Pre-Construction**. Grantee (before beginning construction) will acquire all necessary permits, approvals, and agreements as may be required by any Federal, state, and local resource or regulatory agencies pertaining to the Project's construction, operation, and maintenance. Grantee will also acquire all property rights, both permanent and temporary, necessary to facilitate the construction and ownership of the Project.
7. **Project; Scope of Work**. Grantee will be solely responsible for completion of all activities associated with the design, implementation, installation, and construction of the Project on or before December 31, 2026, pursuant to the Funding Agreement. Grantee will construct its one heli-hydrant at the location depicted in Exhibit "B" (attached hereto and incorporated herein by reference). Agency shall bear no responsibility for liability in connection with the implementation, installation, or construction; or any future operations and maintenance of the Project. Grantee shall furnish timely reporting and documentation assuring Grantee's compliance with the U.S. Treasury's ARPA 2022 Final rule and ARPA Guidelines (as stated in the 2022 Final Rule of the U.S. Department of the Treasury published in the Federal Register on January 27, 2022, and the

2023 Interim Final Rule published on September 20, 2023), and published ARPA Guidance within the timelines and specifications provided in the Funding Agreement.

8. Project Signage. Grantee shall include appropriate acknowledgement of credit to the County for its support when promoting the Project or using any data and/or information developed under this Agreement. Signage shall be posted in a prominent location at the Project site(s) and shall include the U.S. Treasury's and County's color logos, along with the following disclosure statement: "Funding for this project has been provided [in full or in part] from the American Rescue Plan Act, and through an agreement with the County of Riverside." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Section.

9. Invoicing and Billing

9.1.1 Grantee shall bear any initial costs of the Project itself; and shall submit regular quarterly invoices for reimbursement to Agency via electronic mail at ttodd@sgpwa.com. Agency shall timely submit Grantee's invoices to County for reimbursement pursuant to the Funding Agreement. Grantee's final invoice shall be submitted with enough time for the County to reimburse Grantee via Agency prior to December 31, 2026. Agency may (at its discretion) reimburse Grantee from its own funds as it awaits County's reimbursement, in which case Agency would retain County's reimbursement.

9.1.2 Supporting documentation shall accompany each invoice (including but not limited to copies of paid receipts and invoices of all Project costs incurred by Grantee).

9.1.3 To ensure compliance with Federal and State regulations, Agency may require additional supporting documentation or clarification of claimed expenses as follows:

9.1.3.1 Agency shall notify Grantee to obtain necessary additional documentation or clarification.

9.1.3.2 Grantee shall respond within three (3) business days with required additional documentation or clarification to avoid disallowances/partial payment of invoice.

9.1.3.3 All invoices containing expenses that need additional documentation or clarification not provided to Agency within three (3) business days of request shall have those expenses disallowed and only the allowed expenses shall be paid.

9.1.3.4 Grantee may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

10. Failure to Complete Project. Should it be determined at any time by County (in its sole discretion) that Grantee cannot (or will not or is unable to) complete the Project in accordance with the applicable State and Federal requirements and the provisions of this Agreement on or before December 31, 2026, then Grantee shall return the entirety of the Grant distributed to Grantee for

the Project as of the date of notification within thirty (30) days of notification.

11. California Environmental Quality Act (“CEQA”). Agency agrees to act as the lead agency for compliance with CEQA. Agency will ensure that all necessary CEQA documentation is completed and approved prior to commencing construction of the Project.

12. Procurement Policy. Grantee agrees to follow all applicable procurement policies and procedures (including but not limited to competitive bidding (where required), cost analysis, and maintaining records of all procurement activities) along with any and all Federal, state, and local rules and regulations regarding the same.

13. Repair; Replacement; Insurance. Grantee will (at its sole expense) be responsible for the maintenance and (when necessary) repair of its heli-hydrants to keep them in good-working condition. Grantee, in its sole discretion, agrees to replace its heli-hydrants when necessary to do so. Grantee shall maintain insurance coverage in amounts sufficient to cover any potential liabilities arising from the construction, maintenance, and operation of the heli-hydrants.

14. Training. Grantee agrees to provide thorough training to all relevant personnel so they may properly and safely operate the heli-hydrants.

15. Water Supplied for Fire Protection Agency or Emergency Purposes. Water supplied by Agency through the Project is provided for fire protection or emergency purposes and shall be metered and provided at cost.

16. Indemnification and Hold Harmless. Grantee agrees to indemnify, defend (at its own expense including attorneys' fees), and hold Agency harmless from and against all claims, costs, penalties, causes of action, demands, losses, and liability of any nature whatsoever (including but not limited to liability for bodily injury, sickness, disease, or death, property damage (including loss of use) or violations of law) caused by (or arising out of, or related to) the actions, omissions, inactions, neglect, or breach of any duty (“Indemnified Liabilities”). Notwithstanding the foregoing, Indemnified Liabilities shall not include liabilities, obligations, losses, damages, suits, claims, costs, expenses, and disbursements to the extent caused by the gross negligence or willful misconduct of Agency.

17. Governing Law. This Agreement shall be governed by California Law.

18. Jurisdiction and Venue. In the event of any legal or equitable proceeding to enforce or interpret the terms and conditions of this Agreement, the Parties agree that jurisdiction and venue shall lie only in the state courts in the County of Riverside, State of California.

19. Modification. This Agreement may not be altered in whole or in part except by written modification approved by and executed by all Parties to this Agreement.

20. Entire Agreement. This Agreement contains all representations and the entire understanding between the Parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements (whether or not such correspondence, memoranda, or

agreements are in conflict with this Agreement) are intended to be replaced in total by this Agreement and its exhibits.

21. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and on their respective purchasers, successors, heirs, and assigns.

22. Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement as so interpreted is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

23. Representation of Capacity to Contract. Each Party to this Agreement represents and warrants that it has the authority to execute this Agreement on behalf of the entity represented by that individual. This representation is a material term of this Agreement.

24. Opportunity to be Represented by Independent Counsel. Each Party to this Agreement warrants and represents that it has been advised to consult independent counsel of its own choosing, and has had a reasonable opportunity to do so prior to executing this Agreement.

25. Interpretation. The terms of this Agreement have been negotiated by the Parties hereto, and the language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the Party causing such instrument or any portion thereof to be drafted, or in favor of the Party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against either Party.

26. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the Parties of at least one (1) set of counterparts. The Parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

27. Funding Agreement. In the event of any ambiguity or conflict between the terms of this Agreement and those of the Funding Agreement, the Funding Agreement shall control.

28. Notices. As used in this Agreement, notice includes but is not limited to the communications of any notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. All notices must be in writing. All such notices from one Party to another may be delivered in person (sent via reputable overnight courier or served by first-class mail, certified or registered, postage prepaid) to each of the addresses set forth below.

AGENCY	GRANTEE
San Gorgonio Pass Water Agency	South Mesa Water Company

Attn: Lance Eckhart, General Manager
1210 Beaumont Avenue
Beaumont, California 92223
leckhart@sgpwa.com

Attn: David Armstrong, General Manager
P.O. Box 458
Calimesa, CA 92320-0458
darmstrong@southmesawater.com

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
HELI-HYDRANT INSTALLATION AND MAINTENANCE AGREEMENT
BETWEEN
SAN GORGONIO PASS WATER AGENCY
AND
SOUTH MESA WATER COMPANY**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SAN GORGONIO PASS WATER AGENCY SOUTH MESA WATER COMPANY

APPROVED BY:

[REDACTED]

APPROVED BY:

[REDACTED]

ATTESTED BY:

[REDACTED]

ATTESTED BY:

[REDACTED]

EXHIBIT "A"

FUNDING AGREEMENT

**FUNDING AGREEMENT FOR
SAN GORGONIO PASS WATER AGENCY INFRASTRUCTURE PROJECT**

This Funding Agreement (“Agreement”) is entered into by and between the County of Riverside, a political subdivision of the State of California, (“County”) and the San Gorgonio Pass Water Agency, (“Subrecipient”). County and Subrecipient are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law, amending Section 9901 of Title VI of the Social Security Act which establishes the Coronavirus State and Local Fiscal Recovery Funds (“Fiscal Recovery Funds”) to provide state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery; and

WHEREAS, on February 8, 2022, Minute Order 3.3, the County’s Board of Supervisors approved allocation of ARPA funds to support eligible infrastructure projects within Riverside County; and

WHEREAS, on January 6, 2022, the U.S. Department of Treasury (“U.S. Treasury”) adopted a final rule implementing the Fiscal Recovery Funds which took effect on April 1, 2022 (“2022 Final Rule”); and

WHEREAS, on August 10, 2023, the U.S. Treasury released the 2023 Interim Final Rule, adding additional eligible uses for the Fiscal Recovery Funds; and

WHEREAS, the County has dedicated a portion of the allotted ARPA funds to local agencies for the delivery and implementation of vital and eligible infrastructure projects and measures to lessen or avert the threat of a future natural disaster; and

WHEREAS, the County desires to reimburse and the Subrecipient desires to accept ARPA Fiscal Recovery Funds in a total amount not to exceed \$1,800,000, for expenditures identified in Attachment A related to the Pass Area Heli-Hydrants System Retrofit Project (Infrastructure Project); and

NOW THEREFORE, in consideration of the mutual benefits, covenants, terms and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

2. Contract Documents. This Agreement consists of this Agreement and the following attachments, attached hereto and by this reference incorporated herein:

- 2.1 Attachment A – Infrastructure Project Scope
- 2.2 Attachment B – U.S. Treasury ARPA Fiscal Recovery Fund 2022 Final Rule
- 2.3 Attachment C – U.S. Treasury ARPA Fiscal Recovery Fund 2023 Interim Final Rule

- 2.4 Attachment D – Uniform Administrative Requirements, Cost Principles, Federal Provisions and Audit Requirements for Federal Awards – 2 CFR Part 200 *et seq.*
- 2.5 Attachment E – Indemnification and Insurance Requirements
- 2.6 Attachment F – Infrastructure Project Monitoring Requirements
- 2.7 Attachment G – Construction Requirements
- 2.8 Attachment H – Heli-Hydrant Locations

3. **Infrastructure Project; Scope of Work.** Subrecipient shall be responsible for completion of all activities associated with design, implementation, installation and construction of the Infrastructure Project, as described in **Attachment A**, on or before December 31, 2026, by first using funds received from the County in the amount provided in Section 4 of this Agreement. The Subrecipient shall also furnish timely reporting and documentation assuring Subrecipient's compliance with the U.S. Treasury's ARPA 2022 Final Rule and ARPA Guidelines (as stated in the 2022 Final Rule of the U.S. Department of the Treasury published in the Federal Register on January 27, 2022, and the 2023 Interim Final Rule published on September 20, 2023), and published ARPA Guidance within the timelines and specifications provided in **Attachment F**. Under the provisions of the Agreement, the County shall bear no responsibility for the Infrastructure Project, including without limitation any activities associated with implementation, installation and construction, or any future operation or maintenance of the Infrastructure Project.

3.1 **Project Signage.** Subrecipient shall include appropriate acknowledgement of credit to the County for its support when promoting the Infrastructure Project or using any data and/or information developed under this Agreement. Signage shall be posted in a prominent location at Infrastructure Project site(s) and shall include the U.S. Treasury's, and the County's color logos, along with the following disclosure statement: "Funding for this project has been provided [in full or in part] from the American Rescue Plan Act, and through an agreement with the County of Riverside." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

4. **Funding.**

4.1 County shall provide funding to Subrecipient in a total amount not to exceed \$1,800,000 ("Award"), in quarterly payments in accordance with Section 5 of this Agreement, and in compliance with ARPA Guidelines as set forth in **Attachment B**, **Attachment C**, and **Attachment D** attached hereto and by this reference incorporated herein, for the completion of the Infrastructure Project. In the event that there is a conflict in the terms for payment in this Agreement and the terms in **Attachments B, C and D**, the terms in **Attachments B, C and D** shall take precedence. Subrecipient shall provide funding at least equal to the amounts shown in **Attachment A**, attached hereto and by this reference incorporated herein.

4.2 Except as expressly provided in **Attachment A** of this Agreement, Subrecipient shall not be entitled to, nor receive from County any additional funding or other type of remuneration for services rendered under this Agreement. The Award is specifically for the Infrastructure Project and makes up the entire amount which the County has approved to fund for the Infrastructure Project. Subrecipient shall not be entitled by virtue of this Agreement to consideration in excess of the Award amount, and

Subrecipient shall be responsible for any and all costs incurred over the Award amount for its implementation and completion of the Infrastructure Project. Any subsequent amendments to the Infrastructure Project scope or description are not covered by this Agreement, and the funding for any such amendments or for any Infrastructure Project cost overruns shall be the sole responsibility of Subrecipient.

4.3 Should it be determined at any time by the Subrecipient or the County that the Subrecipient cannot achieve Infrastructure Project schedule milestones within the timelines specified in **Attachment A**, or, will not or is unable to complete the Infrastructure Project in accordance with the applicable State and Federal requirements and the provisions of this Agreement on or before December 31, 2026, then the Subrecipient shall return 100% of the Award amount reimbursed to Subrecipient for the Infrastructure Project as of the date of notification, within thirty (30) days of notification.

4.4 In the event the actual cost for Infrastructure Project is less than Award reimbursed to Subrecipient at the completion of the project, Subrecipient shall refund the difference to the County within thirty infrastructure (30) days of filing the Notice of Completion for the Infrastructure Project, or by June 30, 2026, whichever occurs first. Subrecipient shall return any reimbursed Award Funds that have not been expended or are not adequately supported by invoices and documentation to the County, within thirty (30) days of completion of construction of the Infrastructure Project, or upon request by the County, whichever occurs first.

5. Invoicing and Billing.

5.1 Invoices.

5.1.1 Invoices shall be submitted quarterly via e-mail to RIVCOARPA@RIVCO.ORG. The final invoice from the Subrecipient will be submitted with enough time for the County to reimburse the Subrecipient prior to December 31, 2026, per the final rule of ARPA.

5.1.2 Supporting documentation shall accompany each invoice: copies of paid receipts and invoices of all Subrecipient Infrastructure Project costs incurred by Subrecipient.

5.1.3 To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:

5.1.3.1 County Executive Office staff shall notify Subrecipient to obtain necessary additional documentation or clarification.

5.1.3.2 Subrecipient shall respond within three (3) business days with required additional documentation or clarification to avoid disallowances/partial payment of invoice.

5.1.3.3 All invoices containing expenses that need additional documentation or clarification not provided to County within three (3) business days of request shall have those expenses disallowed and only the allowed expenses shall be paid.

5.1.3.4 Subrecipient may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

5.2 Payments.

5.2.1 If the conditions set forth in this Agreement are met, County shall pay, on/or before the thirtieth (30th) day after receipt of a complete and accurate invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed and/or proper backup documentation is provided.

5.2.2 County shall not pay for unauthorized costs incurred by Subrecipient or for the claimed work which County monitoring shows have not been provided as authorized.

5.2.3 County retains the right to withhold payment on disputed claims.

6. Term. The Term of this Agreement shall be from the date of approval of this Agreement until filing of Notice of Completion for Infrastructure Project, or on December 31, 2026, whichever is sooner, unless sooner terminated as provided herein.

7. Subrecipient Compliance Obligations. The Subrecipient agrees to comply with the terms and conditions of this Agreement. The Subrecipient also agrees to apply the terms and conditions of this Agreement to all of its Sub-Awardees and subcontractors (if applicable) and to require their strict compliance therewith. If it is determined that the Subrecipient is noncompliant, County may temporarily withhold or disallow reimbursement of costs, under 2 C.F.R. Part 200.

7.1 Federal Provisions. Subrecipient and all of its Sub-Awardees and subcontractors shall comply with the Uniform Administrative Requirements, Cost Principles, Federal Provisions and Audit Requirements for Federal Awards Provisions contained in **Attachment D**.

8. Contract Representatives.

8.1 County Representative. The County Executive Officer, or designee, shall be the designated representative who shall administer this Agreement on behalf of the County.

8.2 Subrecipient Representative. The General Manager, or designee, shall be the designated representative who shall administer this Agreement on behalf of the Subrecipient.

8.3 The Contract Representatives may be contacted as described in Section 11, below.

9. Records and Audit.

9.1 Subrecipient shall store and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof. Any authorized representative of County shall have access to any writings as defined above for the purposes of making a report, audit, evaluation, or examination. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

9.2 If it is determined pursuant to an audit that any funds provided pursuant to this Agreement have been improperly expended, Subrecipient shall, at the direction of the agency performing the audit, reimburse the County within thirty (30) days the full amount of such improperly expended funds. The funds shall be reimbursed in accordance with the recommendations in the audit.

10. Monitoring of Contract Compliance and Infrastructure Progress Reports.

10.1 Contract Compliance. The Subrecipient shall comply with the monitoring arrangements set forth in **Project Monitoring Requirements**, and **Construction Requirements**, attached as **Attachments F and G**, respectively.

10.2 Infrastructure Project Progress Reports and Progress Pay Estimates. Subrecipient shall, as specified herein, provide quarterly reports detailing Infrastructure Project progress, including a financial status report and milestone progress report as described in **Attachment F**.

11. Notices. As used in this Agreement, notice includes but is not limited to the communications of any notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. All notices must be in writing. All such notices from one party to another may be delivered in person, sent via reputable overnight courier, or served by first-class mail, certified or registered, postage prepaid, to each and all of the addresses set forth below.

If to County:

Riverside County Executive Office
Attention: Stephanie Persi and Scott Bruckner
4080 Lemon Street, 4th Floor
Riverside, California 92501

If to Subrecipient:

San Gorgonio Pass Water Agency
Attention: **General Manager**
1210 Beaumont Avenue
Beaumont, California 92223

12. Conflicts of Interest. Subrecipient covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having any such interest be retained or utilized for the execution of this Agreement. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2. C.F.R. section 200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through Recipient, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2. C.F.R. section 200.112.

13. Nondiscrimination. During any period in which Subrecipient is in receipt of funds from Recipient, Subrecipient and its Board, officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Subrecipient and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non- discrimination and equal opportunity, including without limitation the County's non-discrimination policy; Title VI of the Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and

U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the U.S. Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. sections 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations, and Riverside County's non-discrimination policy. Subrecipient shall include the non-discrimination and compliance provisions of this Section in all subcontracts to perform work under or as a derivative of this Agreement.

14. Indemnification. The Subrecipient shall be bound by the indemnification, hold harmless and defend provisions contained in **Attachment E**, and shall pass down said indemnity provisions to all tiers of Sub-Awardees and subcontractors working under this Agreement.

15. Insurance. Subrecipient shall obtain, and maintain, or caused to be obtained and maintained, at all times during the Term of this Agreement, insurance coverage in the amounts and coverage specified in **Attachment E**, and shall pass down said insurance coverage requirements to all tiers of Sub-Awardees and subcontractors working under this Agreement.

16. Termination. The County may terminate this agreement upon a determination that Subrecipient will not be able to achieve Infrastructure Project schedule milestones within the timelines specified in **Attachment A**, or is not complying with ARPA terms and conditions. The County may withhold additional planned distributions of funding to Subrecipient pending receipt of requisite reporting requirements by Subrecipient to the County as described herein.

17. Compliance with Laws. The Subrecipient is required to comply with all applicable federal, state and local laws and regulations for all work performed or funded by and through this Agreement. The Subrecipient is required to obtain all necessary federal, state and local permits, authorizations and approvals for all work performed under this Agreement.

18. Disputes. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The Subrecipient shall proceed diligently with the Infrastructure Project described in this Agreement pending the resolution of a dispute. The Parties reserve the right to pursue any remedies at law or in equity should any dispute relating to this Agreement not be resolved by the Parties. Notwithstanding the foregoing, prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

19. Status of Subrecipient. The Subrecipient is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Subrecipient (including its employees, agents, and subcontractors) shall in no event

be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties nor is there a joint venture; and Subrecipient shall indemnify and hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

19.1 All acts of Subrecipient and its officers, employees, agents, representatives, subcontractors, and all others acting on behalf of Subrecipient relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. Subrecipient, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. No agent, officer or employee of the County is to be considered an employee of Subrecipient. At all times during the term of this Agreement, the Subrecipient and its officers, employees, agents, representatives, or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

19.2 Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means for completion of the Infrastructure Project described in this Agreement. If necessary, Subrecipient has the responsibility for employing or engaging other persons or firms to assist Subrecipient in fulfilling the terms and obligations under this Agreement.

19.3 If in the performance of this Agreement any third persons are employed by Subrecipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Subrecipient. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Subrecipient. It is further understood and agreed that Subrecipient must issue W-2 forms or other forms as required by law for income and employment tax purposes for all Subrecipient's assigned personnel under the terms and conditions of this Agreement.

20. Entire Agreement. This Agreement is the result of negotiations between the Parties. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

21. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

22. Governing Law and Venue. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.

23. Construction/Interpretation. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

24. No Waiver. Failure of the Parties to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

25. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

26. Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

28. Use of Electronic (Digital) Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

29. Authority to Enter Agreement. Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

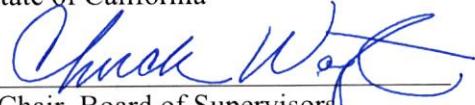
[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as indicated beside each Party's signature.

COUNTY:

COUNTY OF RIVERSIDE, a political subdivision
of the State of California

By:


Chair, Board of Supervisors
CHUCK WASHINGTON

ATTEST:

Clerk of the Board

KIMBERLY A. RECTOR

By:


Deputy

(Seal)

SUBRECIPIENT:

SAN GORGONIO PASS WATER AGENCY
AGENCY

By:


Lance Eckhart
General Manager

APPROVED AS TO FORM

County Counsel

By:


Kristine Bell-Valdez
Deputy County Counsel

Attachment A – Infrastructure Project Scope

Scope of Work

Upon execution of this Agreement, Subrecipient shall enter into construction and funding agreements with certain agencies, which may include, but not be limited to, Beaumont-Cherry Valley Water District, Cabazon Water District, and High Valleys Water District (individually referred to as “Sub-Awardee”, and collectively as “Sub-Awardees”). Subrecipient will utilize ARPA funds that make up the Award to allocate monies to each Sub-Awardee solely for the purchase and installation of a total of six (6) Hydrants for Helicopters, commonly known as “Heli-Hydrants” (<https://www.whalingfire.com/heli-hydrant.html>) within Sub-Awardee’s respective service areas and within Subrecipient’s service area, all of which is within the County. The preferred sites for each Heli-Hydrant are detailed in **Attachment H** of this Agreement. However, if a preferred site is deemed infeasible, the potential back-up sites identified in **Attachment H** will be utilized. All work on the Infrastructure Project will be completed by each individual Sub-Awardee. Subrecipient shall be responsible for ensuring that each Sub-Awardee will be both bound by, and compliant with the terms of this Agreement.

Project Budget

ITEM	DESCRIPTION	COUNTY OF RIVERSIDE ARPA PROJECT FUNDING AMOUNT (Not to Exceed)	ESTIMATED PROJECT COST
1	Facility Planning	\$0	\$0
2	Preliminary Design	\$0	\$0
3	Final Design	\$0	\$0
4	Spec Review, Bid/Award	\$0	\$0
5	Construction	\$1,800,000	\$1,800,000
6	Admin Closeout	\$0	\$0
TOTAL:		\$1,800,000	\$1,800,000

Schedule

ITEM	DESCRIPTION OF SUBMITTAL	ESTIMATED DUE DATE
1	Feasibility Report	N/A
2	Preliminary Design Report	N/A
3	Final Design	March 31, 2025
4	Spec Review, Bid/Award	N/A
5	Construction and Implementation	December 31, 2025
6	Administrative Closeout	March 31, 2026

Attachment B – U.S. Treasury ARPA Fiscal Recovery Funds 2022 Final Rule

Attachment C – U.S. Treasury ARPA Fiscal Recovery Fund 2023 Interim Final Rule

**Attachment D – Uniform Administrative Requirements, Cost Principles, Federal Provisions and
Audit Requirements for Federal Awards – 2 CFR Part 200 *et seq.***

2 CFR Part 200 attached hereto

ATTACHMENT D CONTINUED

FEDERAL PROVISIONS

Should funding be allocated through American Rescue Plan Act (ARPA; (Title VI of the Social Security Act Section 602 et seq.), the COUNTY will administer and distribute those funds in accordance with ARPA. ARPA requires that payments from the Coronavirus Fiscal Recovery Fund be used to respond to the public health emergency or its negative economic impacts, to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay, provide government services to the extent the reduction of revenue due to COVID-19 public health emergency, and to make necessary investments in water, sewer or broadband infrastructure. It is effective beginning May 17, 2021, and ends on December 31, 2026.

Subrecipient acknowledges and agrees that this Agreement is subject to the federal requirements, including but not limited to the federal provisions provided below:

1. **NON-DISCRIMINATION.** Subrecipient shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.
2. **EQUAL EMPLOYMENT OPPORTUNITY/ FAIR EMPLOYMENT PRACTICES/ FEDERAL PROVISIONS.** During the performance of this Agreement, the Subrecipient shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - A. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.
 - B. The Subrecipient shall comply with the provisions of the Copeland “Anti-Kickback” Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
3. **CLEAN AIR ACT.** The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office

of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA.

4. FEDERAL WATER POLLUTION CONTROL ACT

The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by ARPA.

5. DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Subrecipient] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

E. The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SUBRECIPIENT

By _____
Date _____

7. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Subrecipient agrees to provide the County, the ARPA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Subrecipient agrees to provide the County and ARPA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the County and the Subrecipient acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the ARPA Administrator or the Comptroller General of the United States.

9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The Subrecipient shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that ARPA financial assistance will be used to fund all or a portion of the contract. The Subrecipient will comply with all applicable Federal law, regulations, executive orders, ARPA policies, procedures, and directives.

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

13. FEDERAL PREVAILING WAGE

DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement expenses incurred in connection with the services provided under this Agreement, Subrecipient agrees

to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

A. The Subrecipient shall be bound to the provisions of the Davis-Bacon Act and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this Infrastructure Project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. Additionally, wages are required to be paid not less than once a week.

B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on “Selecting DBA WDs.” In the drop down menu for State, select, “California.” In the drop down menu for County, select “Riverside.” In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

The Federal minimum wage rates for this infrastructure project are predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California DIR for similar classifications of labor, the Subrecipient and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes “helper” (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Subrecipient and subcontractors, the Subrecipient and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

14. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

A. Compliance: Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

B. Overtime: No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of paragraph B of this section, the Subrecipient and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B, in the sum

of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph B.

D. Withholding for unpaid wages and liquidated damages: Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.

E. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

16. RIGHTS TO DATA AND COPYRIGHTS – Subrecipients and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expenditure of FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

B. Prohibitions.

- 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

- 1) This clause does not prohibit contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2) Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In

addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. Page 10

E. Subcontracts. The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

18. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of [Public Law 110-417](#), as amended ([41 U.S.C. 2313](#)). As required by section 3010 of [Public Law 111-212](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes -
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Attachment E – Indemnification and Insurance Requirements

INDEMNIFICATION

A. Basic Indemnity

1. To the fullest extent permitted by applicable law, Subrecipient agrees to indemnify, hold harmless and defend the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of Subrecipient or its subconsultants or their respective employees, agents, representatives, or independent contractors.

2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

3. Subrecipient further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of Subrecipient for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this Agreement and arising out of work performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided however, that nothing contained herein shall be construed as obligating Subrecipient to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B below.

B. Indemnity for Design Professionals

1. To the fullest extent permitted by applicable law, Subrecipient agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of Subrecipient or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Subrecipient to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. Subrecipient shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Subrecipient arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of Subrecipient. The cost for defense shall apply whether or not Subrecipient is a party to the lawsuit and shall apply whether or not

Subrecipient is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of Subrecipient.

2. Without affecting the rights of County under any other provision of this Agreement, Subrecipient shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of Subrecipient and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

C. Subrecipient agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

D. Subrecipient's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

E. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

F. Subrecipient shall pass down the indemnity obligations contained herein to all tiers of subcontractors and Sub-Awardees working under this Agreement.

INSURANCE REQUIREMENTS

Without limiting or diminishing the Subrecipient's obligation to indemnify or hold the County harmless, Subrecipient shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation: If the Subrecipient has employees as defined by the State of California, the Subrecipient shall maintain statutory Workers Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Subrecipient's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general

aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Subrecipient shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

D. Professional Liability: Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Subrecipient shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Subrecipient has Maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows. Policy shall name the County as Additional Insureds.

E. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2. The Subrecipient must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Subrecipient's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. Subrecipient shall cause Subrecipient's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage

of such insurance. If Subrecipient insurance carrier(s) policies does not meet the minimum notice requirement found herein, Subrecipient shall cause Subrecipient's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Subrecipient shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5. It is understood and agreed to by the parties hereto that the Subrecipient's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the Subrecipient has become inadequate.

7. Subrecipient shall pass down the insurance obligations contained herein to all tiers of Sub-Awardees and subcontractors working under this Agreement.

8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

9. Subrecipient agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement

Attachment F – Project Monitoring Requirements

Quarterly Progress Reports shall be submitted on the 21st of the month following the previous quarter. Quarterly reports shall be sent via e-mail to RIVCOARPA@RIVCO.ORG. The quarterly report shall include Infrastructure Project photographs and a brief description of the work performed during the reporting period, including construction status, milestones achieved, financial status report including cost incurred to date, cash flow projections, schedule updates, and any problems encountered in the performance of the work under this Agreement. The progress pay estimate for the reporting period shall be included as part of the quarterly progress report submittal.

In addition to the above, infrastructure project schedule and cash-flow projection updates shall be emailed to the County on a monthly basis.

Attachment G – Construction Requirements

Subrecipient shall:

1. Coordinate with the individual Sub-Awardees in the pre-construction phase, including, but not limited to, planning, permitting, and obtaining necessary agreements, and provide support throughout the construction process as may be needed from time to time.
2. Ensure that the individual Sub-awardees constructing Infrastructure Project shall, as lead agency for their individual projects under the California Environmental Quality Act ("CEQA"), prepare, circulate, and adopt all necessary and appropriate CEQA documents (including potential Notices of Exemption) to the extent required by law.
3. To the extent that it has not already done so, ensure that Sub-Awardees prepare or cause plans and specifications ("Plans") to be prepared for the Infrastructure Project pursuant to the provisions of applicable laws for public works of improvements, including, but not limited to, the California Public Contract Code, Government Code and Labor Code.
4. Provide the County with a copy of the engineering design cost proposal and associated design schedule for the Infrastructure Project.
5. Ensure that individual Sub-Awardees award a sole-source public works construction contract for the Infrastructure Project as outlined in this Agreement, and begin and complete construction per the schedules included in **Attachment A** of this Agreement. Subrecipient shall also ensure that individual Sub-Awardees award any other public works construction contracts as may be necessary to complete the Infrastructure Project, pursuant to the provisions of applicable laws for public works of improvements, including, but not limited to, the California Public Contract Code (including, where applicable, advertising and bid requirements), Government Code and Labor Code, and the provisions of this **Attachment G**..
6. Prior to the individual Sub-Awardees awarding of their respective public works construction contract(s) (and, where applicable, advertising and bidding the same), ensure that individual Sub-Awardees obtain all necessary permits, approvals, or agreements as may be required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of Infrastructure Project. The Sub-Awardees shall ultimately be responsible for compliance with the requirements of all respective regulatory permits, including any amendments thereto, pertaining to the construction, operation and maintenance of Infrastructure Project.
7. Coordinate with the individual Sub-Awardees undertaking Infrastructure Project construction to ensure that any environmental mitigation required in association with the construction, operation and maintenance of the Infrastructure Project shall be implemented.
8. Certify and cause the individual Sub-Awardee and contractors, and each of them, to certify, that they are not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. They are required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order

N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Subrecipient, the individual Sub-Awardees, and their respective contractors is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all parties with one or more agreements with the State of California, the County of Riverside, or any other local agency, with a value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in these documents, failure to comply with the economic sanctions and all applicable reporting requirements may result in disqualification or termination of the Construction Agreement, if awarded.

For parties and contractors with an agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, the County of Riverside, or any other local agency, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

- A. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
- B. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
- C. Direct support to the government and people of Ukraine.

To comply with this requirement, Subrecipient and the individual Sub-Awardees and their respective contractors shall insert their name and Federal ID Number (if available) on the Certification Form attached hereto, execute by a duly authorized representative for the contractor and return to the County.

9. Ensure that Sub-Awardees require, and where applicable, the Sub-Awardees' respective advertising, bid, and contract documents state, that all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Infrastructure Project, pay at least general prevailing wage rates to all workers employed in the execution of the contract, to post a copy of the general prevailing wage rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code and applicable laws relating to general prevailing wage rates.

10. Require each contractor engaged to perform work on the Infrastructure Project to furnish (i) labor and material payment bonds, and (ii) contract performance bonds, each in an amount equal to 100% of the contract price naming the Subrecipient as obligee and issued by a California-admitted surety which complies with the provisions of Section 995.660 of the California Code of Civil Procedure.

11. Provide the County with written notice when each individual Sub-Awardee awards its public works construction contract for its share of the Infrastructure Project. The written notice shall include the Contractor's actual amounts for Infrastructure Project's contract.

12. Prior to commencing Infrastructure Project construction, provide to County:

- A. A construction schedule which shall show the order and dates in which Subrecipient or individual Sub-Awardees' respective contractors propose to carry on the various parts of work, including estimated start and completion dates, and
- B. A confined space procedure specific to Infrastructure Project. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5156 et seq. and County's Confined Space Procedures, SOM-18.

13. Require the individual Sub-Awardees' construction contractor(s), and each of them, to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all working on the site.

14. As necessary, ensure that Sub-Awardees order the relocation of all utilities within Sub-Awardee's rights of way which conflict with the construction of Infrastructure Project and which must be relocated at the expense of who may have superior property rights.

15. Cause to be procured insurance coverages during the term of this Agreement. Subrecipient shall require its Infrastructure Project construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to Subrecipient issuing a Notice to Proceed to its construction contractor(s) to begin construction of Infrastructure Project, an original certificate of insurance evidencing the required insurance coverage shall be provided to County. At minimum, the procured insurance coverages should adhere to the County's required insurance provided in **Attachment E** to this Agreement.

16. Provide County with a copy of the Sub-Awardee's recorded Notices of Completion.

17. Keep an accurate accounting of all Infrastructure Project cost and provide this accounting to County with each Sub-Awardee's Notice of Completion. The final accounting of construction cost shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, Subrecipient approved change orders and other such construction contract documents as may be necessary to establish the actual cost of construction for the Plans. Subrecipient shall be responsible to pay any amounts in excess of Award amount provided in this Agreement.

18. Refund to County, at the time of providing a Notice of Completion, any unexpended portions of Award amount within thirty (30) days of the Notice of Completion is filed for recordation.

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

Prior to bidding on, submitting a proposal, or executing a contract, a party/contractor must certify: 1) it is not a target of economic sanctions and 2) in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

To comply with this requirement, please insert the party/contractor name and Federal ID Number (if available), complete the information described below and execute by an authorized representative of the contractor.

CERTIFICATION

I, the authorized representative for contractor named below, certify I am duly authorized to execute this certification on behalf of the contractor below, and the contractor identified below has conducted a good faith review of existing contracts. I attest that the contractor is not a target of economic sanctions, and that contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

<i>Party/Contractor Name (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date</i>	

Attachment H – Heli-Hydrant Locations

Attachment H

Heli-Hydrant - Preferred and Potential Backup Sites

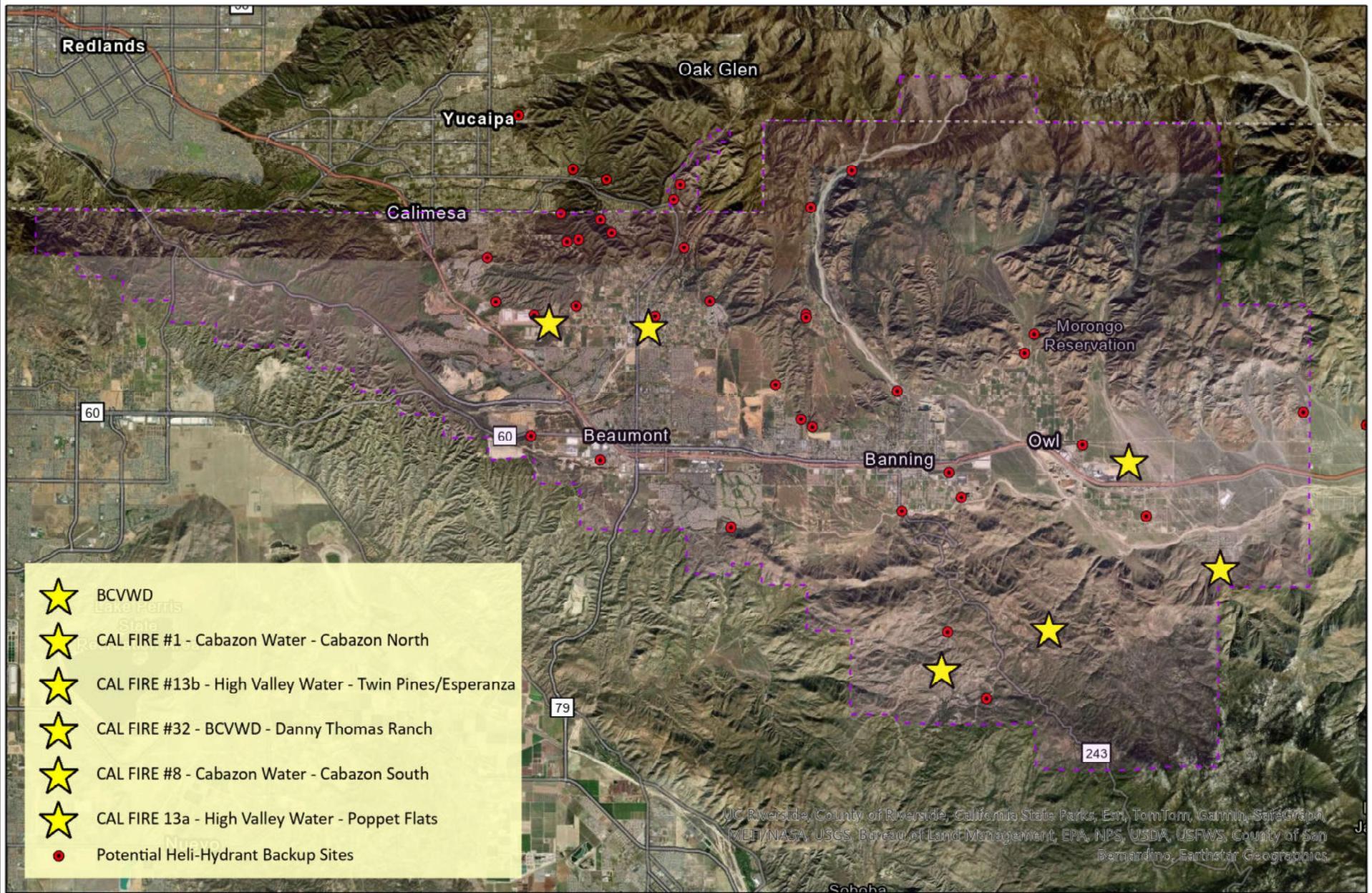


EXHIBIT "B"

HELI-HYDRANT INSTALLATION PROPERTY DESCRIPTION

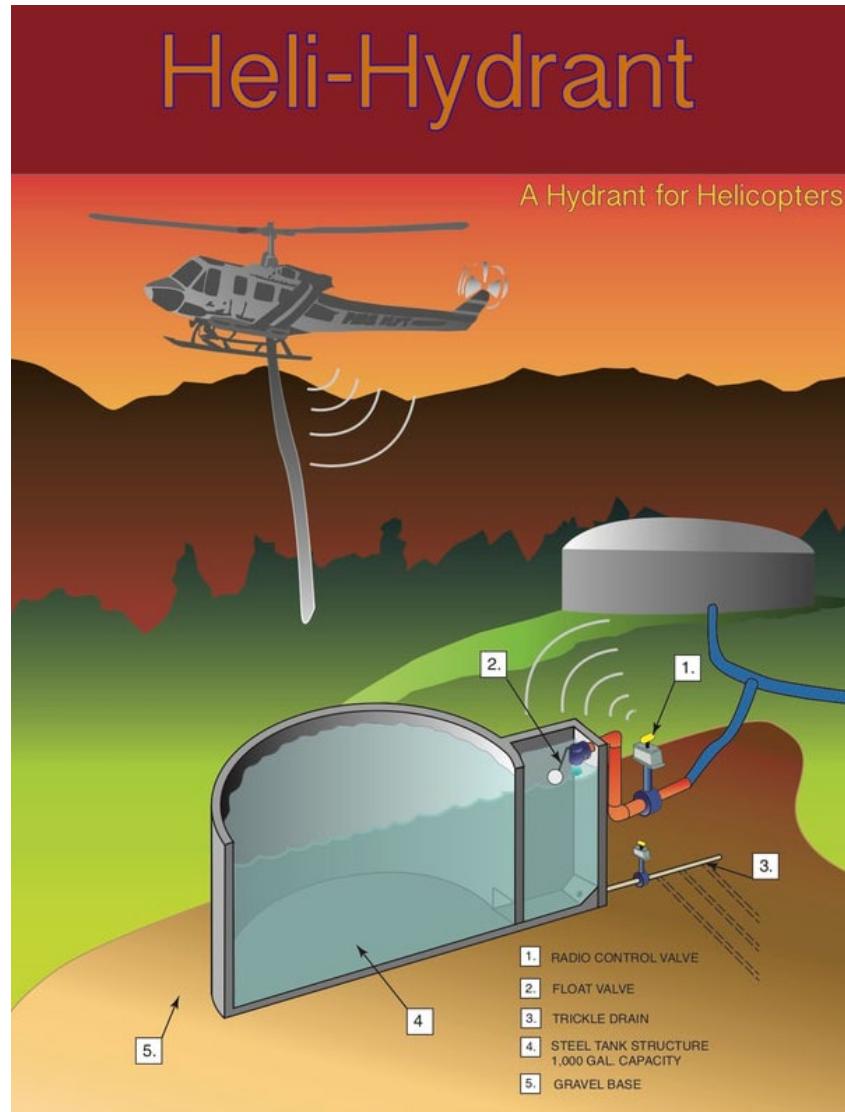
Exhibit B





Heli-Hydrant Installation Agreement between San Gorgonio Pass Water Agency and South Mesa Water Company

BOARD OF DIRECTORS
OCTOBER 20, 2025



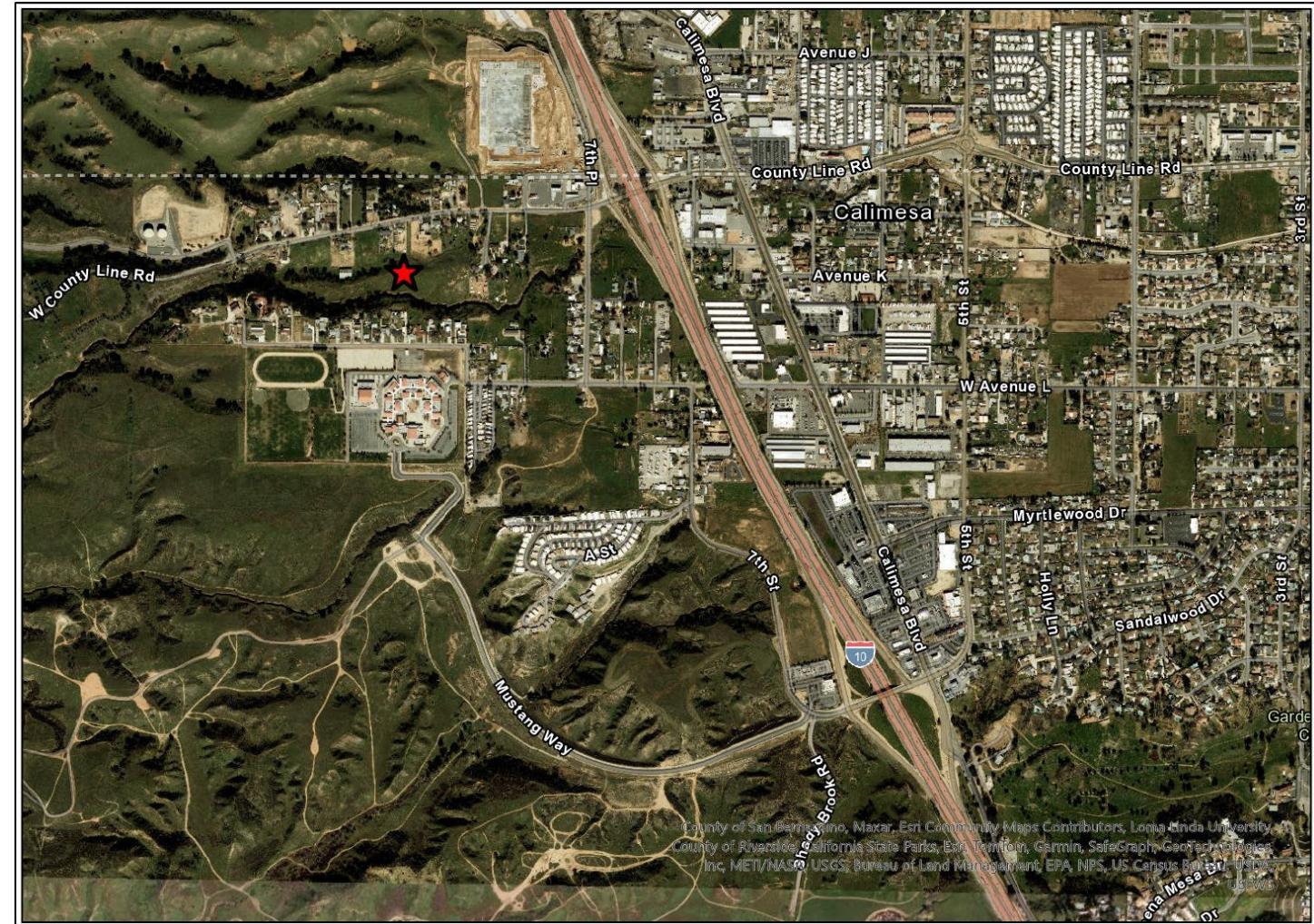
In order to combat wildfires, Heli-Hydrants will be constructed in strategic locations in the San Gorgonio Pass

- Six locations spanning from Calimesa to Cabazon
- Utilizing existing water infrastructure
- County Board of Supervisor Yxstian Gutierrez secured \$1.8M in ARPA funds for the construction of six Heli-Hydrant systems
- SGPWA will serve as a pass-through funding agency for ARPA funds to its retailers who will construct, own, and maintain the hydrants
- Both SGPWA and the County have executed the Funding Agreement



A Sub-Recipient Agreement is necessary for the participating retail water agencies

- South Mesa Water Company has one site located within their service area
- The Agreement allocates \$300,000 for the construction of one Heli-Hydrant



Recommendation

Approve the Heli-Hydrant Installation and Maintenance Agreement between San Gorgonio Pass Water Agency and South Mesa Water Company and authorize the General Manager to effectuate non-substantive changes as needed.