

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.8
(ID # 15642)

MEETING DATE:

Tuesday, June 29, 2021

FROM: EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Ratify the Original Agreement Approved Under the Emergency Procurement Order in the Amount of \$427,680 and Approve Amendment No.1 Without Seeking Competitive Bids in the Amount of \$427,080 to the Personal Service Agreement with The Kahlen Group, Inc. (TKG) to provide Grant Administration Services for the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Recovery Plan (ARP) Act for FY 21/22, One-Year Period, All Districts. [Total Cost: \$834,760; up to \$83,476 in addition compensation - Funding 100% CARES & ARPA Act]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the original Agreement approved under the Emergency Procurement Order in the amount of \$427,680 and Approve Amendment No.1 to the Personal Service Agreement with The Kahlen Group, Inc (TKG), increasing the annual Agreement amount by \$407,680 from \$427,080 to \$834,760 Grant Administration Services for the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Recovery Plan (ARP) Act, extend the contract term for one additional year through June 30, 2022 without seeking competitive bids, and authorize the Chairman of the Board to sign the Amendment on behalf of the County.

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ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 29, 2021
xc: EO

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that exercise the options of the agreement including modifications to the scope of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the agreement.
3. Authorize the Chairman of the Board to sign three (3) copies of the Amendment on behalf of the County and direct the Clerk of the Board to retain one (1) copy of the Agreement and return two (2) copies of the Amendment to the Executive Office for distribution.

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**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$427,080	\$407,680	\$834,760	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Coronavirus Aid, Relief, and Economic Security (CARES) / American Rescue Plan Act (ARPA)			Budget Adjustment:	No
			For Fiscal Year: 20/21 & /21/22	

C.E.O. RECOMMENDATION: [Approve]

BACKGROUND:

Summary

The County of Riverside is a recipient of CARES Act funding from the U.S. Treasury to cover expenses necessary to respond to the ongoing public health and economic emergency related to the COVID-19 pandemic. The County of Riverside received a direct allocation from the Federal government in the amount of \$431,091,226 and was also appropriated and received an additional \$56,203,389 in State CARES Act funding. CARES Act funding cannot be used to backfill lost revenue and shall only be used to cover necessary Public Health expenses, expenses that were not accounted for in the budget and were incurred between March 1, 2020 and through December 30, 2021. Appropriate and eligible disbursement of the CARES funds require compliance with the Department of Treasury issued guidelines and Frequently Asked Questions.

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President. The ARPA funds are intended to provide support to State, local, and Tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). On May 17, 2021, Riverside County received \$239,937,299.50 as a first installment of its American Rescue Plan Act funding allocation estimated in total at \$439 million. To ensure recipients engagement in the ARPA eligibility determination process, the Department of Treasury issued Interim Final Rule which established preliminary reporting and eligibility compliance requirements.

The Kahlen Group is a Southern California based civil engineering firm specializing in preparation and processing of government grants and low-interest loans funding applications, funding compliance, eligibility determinations, reimbursement requests progress reporting, financial reporting, and audits oversight. On May 26, 2020 and under the County of Riverside Emergency Procurement approval, the County of Riverside entered into an agreement with The Kahlen Group in the amount of \$427,080, to provide grants administrative services to ensure

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

compliance, proper eligibility determination and full maximization of the CARES funding before December 30, 2020. The current agreement expires on June 30, 2021.

As of May 27, 2020, The Kahlen Group prepared the CARES Funding Maximization Strategy, compiled and determined eligibility for 6 County-wide claims in the total amount of \$479 million, supported (and continues to support) various audits, prepared and submitted quarterly Federal and State progress reports, prepared eligibility forms, reviewed eligibility determinations, created an internal CARES funding pre-approval process, prepared CARES capital projects justifications, prepared administration workflows and documented the County of Riverside CARES administration processes and procedures, for internal guidance and audit purposes.

Furthermore, TKG is familiar with the American Rescue Plan Act (ARPA) compliance requirements and could alter the CARES existing processes to fit the ARPA funding administration thus, eliminating a learning curve and the need to establish new processes.

Impact on Departments Residents and Businesses

It is in the best interest of the County to capitalize on TKG experience with the CARES administration (over the last year) and to apply the same processes to the ARPA administration process.

There would not be a "learning curve" for TKG in coordinating with County staff for ARPA and CARES funding disbursements and audit requirements (OMB-A-133 Circular, Single Audit and Agency Audits) due to the experience and understanding that they developed over the last year and which they would apply to the ARPA funding administration process.

Additional Fiscal Information

The full cost of the Kahlen Group agreement of one year is \$407,680. The \$407,680 is eligible for full Federal reimbursement under the CARES & ARPA Acts.

Position	#of Positions	# of Hours	Hourly Rate	Weekly Rate	Annual Cost
Project Manager	1	8	\$110	\$880	\$45,760
Analyst	1	40	\$87	\$3,480	\$180,960
Analyst	1	20	\$87	\$1,740	\$90,480
Analyst	1	20	\$87	\$1,740	\$90,480
Total Annual Contract					\$407,680

Contract History and Price Reasonableness

On May 26, 2020 and under the Emergency Procurement approval, the County of Riverside entered into an agreement with The Kahlen Group to provide grants administrative services to

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

ensure compliance, proper eligibility determination and full maximization of the CARES funding before December 30, 2020. The existing contract expires on June 30, 2021.

The Kahlen Group's cost to perform the scope of work was the best rate offered to the County. The Kahlen Group fee schedule reflects \$87 per hour for an Analyst and \$110 per hour for a Project Manager. The hourly rates for the Analyst and the Project Manager appear to be reasonable as they are below the rates currently billed by other comparable firms. Other comparable firms consulting fee schedule reflects \$140 per hour for a Project Manager and \$125 per hour for an Analyst. Other Civil Engineering firms (offering the same services / scope) charge an average of \$200 per hour for a Project Manager and \$120 per hour for an Analyst. The above referenced firms' primary area of specialty is Civil Engineering and while they do offer grants administration services, it does not appear that they have the length and extent of experience in comparison to TKG. The remaining consultants had costs that are above industry standards.

ATTACHMENTS:

TKG Original Agreement

TKG Professional Service Agreement Amendment No.1

Single Source Justification


Rania Odenbaugh, Deputy Director of Administration

6/23/2021


Tina Grande, Director of Purchasing and Fleet Services

6/23/2021

Boydd, April

From: cob@rivco.org
Sent: Monday, June 28, 2021 10:06 PM
To: COB; ba4612442@gmail.com
Subject: Board comments web submission



First Name: B
Last Name: Anderson
Phone: 7602192615
Email: ba4612442@gmail.com
Agenda Date: 06/29/2021
Agenda Item # or Public Comment: 3.8
State your position below: Oppose
Comments: Unnecessary waste of Federal government resources
Need RFP - this firm stated needs a learning curve?

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use Meeting ID #864 4411 6015 . Password is 20210629. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am am with the phone number you provided in the form so you can be identified during the meeting.

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
THE KAHLEN GROUP, INC.

Original Contract Term:	May 26, 2020 through June 30, 2021
Contract Term Extended To:	June 30, 2022
Effective Date of Amendment:	June 29, 2021
Original Annual Maximum Contract Amount:	\$427,080
Amended Annual Maximum Contract Amount:	\$834,760
Contract ID:	EOARC-PSA-0002061

The Agreement between County of Riverside (COUNTY) and The Kahlen Group, Inc (CONTRACTOR), entered into as of May 26, 2020, is amended as follows:

1. Section 2. (Period of Performance): Delete the first sentence in its entirety and replace with the following:

This Agreement shall be effective from May 26, 2020 ("the Effective Date") through June 30, 2022.

2. Section 3. (Compensation): Delete the second sentence in its entirety and replace with the following:

Maximum payments by COUNTY to CONTRACTOR shall not exceed Eight Hundred Thirty-Four Thousand Seven Hundred Sixty (\$834,760) Dollars including all expenses through June 30, 2022.

3. Exhibit A (Scope of Service): Add the following to the end of this section with the attached Exhibit A-1.
4. Exhibit B (Payment Provisions) is deleted in its entirety and replaced with the attached Exhibit B-1.

"The COUNTY agrees to pay CONTRACTOR for services performed at a not exceed Eight Hundred Thirty-Four Thousand Seven Hundred Sixty (\$834,760) Dollars including all expenses, based on the availability of fiscal funding."

All other terms and conditions of the Agreement not modified herein shall remain unchanged.

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
THE KAHLER GROUP, INC.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

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

By: Karen S. Spiegel
Karen Spiegel, Chair
Board of Supervisors
Dated: JUN 29 2021

THE KAHLER GROUP, INC., a
California corporation

By: [Signature]
Greg Kahlen
President
Dated: 6/22/21

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Deputy County Counsel

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
THE KAHLEN GROUP, INC.

EXHIBIT B-1

PAYMENT PROVISION

Total Reimbursable Amount

The total reimbursable amount under this Agreement to CONTRACTOR SHALL NOT EXCEED \$834,760; hourly rates are inclusive of salaries, fringe benefits, payroll taxes, travel, and other expenses related to performance of the Agreement as follows:

Line Item	Job Title	Hourly Rates
1	Project Manager-A	\$181.00
2	Project Manager-B	\$110.00
3	Project Engineer	\$169.00
4	Compliance Specialist	\$99.00
5	Production Manager	\$82.00
6	Clerical	\$60.00
7	Analyst	\$85.00

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
THE KAHLEN GROUP, INC.

EXHIBIT A-1

SCOPE OF SERVICES

CONTRACTOR will assist the Riverside County Executive Office team to perform the following:

- 1.1 Continue to assist the County with CARES Act administration, closeout documents, and audits, as necessary. The deadline for procuring CARES Act funds was recently extended by the U.S. Treasury from December 30, 2020 to December 31, 2021.
- 1.2 Assist the County with administration and distribution of funding from the U.S. Treasury for the American Recovery Plan Act (ARPA) in accordance with directives from Treasury. The latest guideline from Treasury is the Interim Final Rule received May 11, 2021.
- 1.3 Compile accurate and complete reimbursement requests in accordance with the ARPA funding agreement regarding invoicing, eligibility, and frequency requirements.
- 1.4 Compile accurate and complete progress, completion, financial, and funding reports and Final Budget Approval submittals in accordance with the ARPA reporting frequency and requirements.
- 1.5 Ensure the County's compliance with the agreement terms and conditions, including, if necessary, American Iron and Steel and Disadvantaged Business Enterprise requirements.
- 1.6 Provide summaries and analysis of compliance guidelines and any new funding legislation
- 1.7 Provide monthly written and oral progress reports and financial updates to the Executive Office Senior Executive Staff. Written and oral reports will be provided by the TKG Project Manager, Greg Kahlen, or senior staff.
- 1.8 Coordinate and participate in funding meetings as necessary to implement funding guidance and compliance.
- 1.9 Other tasks assigned by the Riverside County Executive Office staff.

County of Riverside Executive Office

Date: June 18, 2021
From: Rania Odenbaugh, Deputy County Executive Officer
To: Board of Supervisors/Purchasing Agent
Via: Douglas Ordonez, Executive Office Management Analyst
Subject: Sole Source Procurement; Request for The Kahlen Group (TKG)

The below information is provided in support of my Department requesting approval for a sole or single source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)*

1. **Supplier being requested:** The Kahlen Group (TKG)

2. **Vendor ID:** 0000237499

3. ☒ **Single Source** ☐ **Sole Source**
(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)

(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*

☐ **Yes** ☒ **No**
SSJ# _____

4a. **Was the request approved for a different project?**

☒ **Yes** ☐ **No**

5. **Supply/Service being requested:**
CARES & ARPA grants administration services

6. **Unique features of the supply/service being requested from this supplier.**

This single sourcing justification is foundational on the nature and the timing of the effort associated with the administration of Coronavirus funding. In April of 2020, the County of Riverside received its allocation of CARES funding in the amount of \$431M and shortly after received the CARES State pass-through funding in the amount of \$56.2M for a total CARES funding of \$487M. In accordance to the Treasury guidelines at the time of funding receipt, the CARES funding had to be expended by no later than December 30, 2020. Any unexpended funds would have been returned to the Department of Treasury. The funding provided mandated compliance with the Treasury issued guidelines and Frequently Asked Questions as issued in the Federal Register. The compliance requirements were new and unique especially since the County has not been awarded external funding in the amount of

\$487M from the Federal government and thus, had not experience in the administration, compliance and eligibility requirements associated with this size of funding. To that effect, in May of 2020, the County entered into an agreement (Emergency Procurement) with The Kahlen Group to support the administration and compliance of the CARES funding. The Kahlen Group had over 40 years of experience in Federal and State grants administration including but not limited to; eligibility determination, progress reporting, reimbursement requests, compliance terms and conditions and various audits oversight. During the last 12 months, The Kahlen Group prepared the CARES Funding Maximization Strategy, compiled and determined eligibility for 5 County-wide claims in the total amount of \$479 million, supported (and continues to support) various audits, prepared and submitted quarterly Federal and State progress reports, prepared eligibility forms, reviewed eligibility determinations, prepared CARES capital projects justifications, prepared administration workflows and documented the County of Riverside CARES administration processes and procedures. On December 22, 2020, the Department of Treasury extended the CARES funding expiration date to December 31, 2021 and on May 17, 2021, the County received \$239M in American Rescue Plan Act funding for the continuation of the COVID-19 mitigation efforts. The Kahlen Group have established solid working relationships with the Executive Office, County departments, Single Auditors and Agency auditors. They already have an understating of the internal process for grants administration and expectations. The Kahlen Group is familiar with CARES and ARPA Guidelines, and now has a year of experience in applying eligibility, compliance, and reporting requirements to Riverside County needs. In addition, their main office is located in Corona which ensures their immediate availability for emergency meetings and / or to support with deadlines.

Staff is proposing a contract amendment for the Kahlen Group for their continuation the CARES administration and support the ARPA funding administration (funding expires December of 2026).

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

TKG staff has over 40 years of experience in grants funding administration including but not limited to; eligibility determination, progress reporting, reimbursement requests, compliance terms and conditions and various audits oversight. TKG also has substantial experience in working on Drinking Water State Revolving Fund (DWSRF) & Clean Water State Revolving Fund (CWSRF), both of which are referenced as key compliance criteria for the infrastructure ARPA funding. ARPA guidelines include funding for infrastructure projects that align with EPA guidelines. TKG has extensive experience in working with the SWRCB on alignment of water, wastewater, and reclaimed water projects to conform to Safe Drinking Water and Clean Water SRF programs

Over the last year, TKG staff participated in the development of the CARES administration process including the reimbursement requests compilation and validation, compliance workflows, progress reporting and audits oversight. TKG also developed familiarity with County departments, related fiscal staff, County processes and mastered the process of validation of county reports (Simpler & Peoplesoft) for purposes of reimbursement requests validation and audits preparation.

There would not be a "learning curve" for TKG in coordinating with County staff for ARPA and CARES funding disbursements and audit requirements (OMB-A-133 Circular, Single Audit and Agency Audits) due to the experience and understanding that they developed over the last year and which they would apply to the ARPA funding administration process.

Furthermore, the County will be subjected to a FY 20/21 Single Audit during May – August of 2022. It will be in the best interest of the County to ensure that the initial CARES administrating consulting firm is available to support the audit. It will also be in the best interest of the County to capitalize on TKG experience with the CARES administration (over the last year) and apply the same processes to the ARPA administration process.

8. **Period of Performance:** From: FY21/22 to FY21/22
(total number of years)

Is this an annually renewable contract? ☒ No ☐ Yes
Is this a fixed-term agreement: ☐ No ☒ Yes

(A fixed- term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. **Identify all costs for this requested purchase.** In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. *(Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)*

Description:	FY21/22	Total
One-time Cost		
Grant Administration Services	\$407,680	\$407,680
Total Costs	\$407,680	\$407,680

10. **Price Reasonableness:** *(Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)*

The Kahlen Group fee schedule reflects \$87 per hour for an Analyst and \$110 per hour for a Project Manager. The hourly rates for the Analyst and the Project Manager appear to be reasonable as they are below the rates currently billed by other comparable firms. For Example, John Robinson Consulting fee schedule reflects \$140 per hour for a Project Manager and \$125 per hour for an Analyst. Other Civil Engineering firms (offering the same services / scope) such as Dudek, Psomas and HDR charge an average of \$200 per hour for a Project Manager and \$120 per hour for an Analyst. The above referenced firms primary area of specialty is Civil Engineering and while they do offer grants administration services, it does not appear that they have the length and extent of experience to that of TKG.

In summary, The Kahlen Group's cost to perform the scope of work was the best rate offered to the County. The remaining consultants had costs that are above industry standards.

Position	#of Positions	# of Hours	Hourly Rate	Weekly Rate	Annual Cost
Project Manager	1	8	\$110	\$880	\$45,760
Analyst	1	40	\$87	\$3,480	\$180,960
Analyst	1	20	\$87	\$1,740	\$90,480
Analyst	1	20	\$87	\$1,740	\$90,480
Total Annual Contract					\$407,680

11. Projected Board of Supervisor Date (if applicable): Tuesday June 29, 2021
(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Rania Odenbaugh Rania Odenbaugh 6/22/21
 Department Head Signature Print Name Date
 (or designee)

 The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

☒ One-time \$407,680

☐ Annual Amount \$ _____ / per fiscal year through _____ (date)
(If Annual Amount Varies each FY)

FY _____ : \$ _____
 FY _____ : \$ _____
 FY _____ : \$ _____
 FY _____ : \$ _____
 FY _____ : \$ _____

[Signature] 6/22/2021 22-010
 Purchasing Agent Date Approval Number
 (Reference on Purchasing Documents)

PERSONAL SERVICE AGREEMENT

for

GRANT ADMINISTRATION SERVICES

between

COUNTY OF RIVERSIDE

and

THE KAHLEN GROUP, INC.



5.12.21
Jm

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This Agreement, made and entered into this 26th day of May 2020, by and between The Kahlen Group, Inc., a California corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective from May 26, 2020 (the "Effective Date") through June 30, 2021; unless terminated earlier. CONTRACTOR shall commence performance of this Agreement on the Effective Date, and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR ~~shall not exceed Four Hundred Twenty-Seven Thousand Eighty (\$427,080)~~ Dollars including all expenses through June 30, 2021. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of service period as detailed in Exhibit B, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment

shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Executive Office

Attn: Accounts Payable

4080 Lemon Street, 4th Floor

Riverside, CA 92501

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (EOARC-PSA-0002061); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to

ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. **Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR 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 CONTRACTOR (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; and CONTRACTOR shall 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. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad

faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 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.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not 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.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination

of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Executive Officer, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

County of Riverside Executive Office
Attn: Rania Odenbaugh
4080 Lemon Street, 4th Floor
Riverside, CA 92501

CONTRACTOR

The Kahlen Group, Inc.
Attn: Greg Kahlen
1295 Corona Pointe, #104
Corona, CA 92879

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY;

provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's 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 CONTRACTOR has employees as defined by the State of California, the CONTRACTOR 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 CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be 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.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR 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. 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 CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$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, CONTRACTOR'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) CONTRACTOR shall cause CONTRACTOR'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 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. 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. CONTRACTOR 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 shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) 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 Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) CONTRACTOR 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.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The

CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

By: _____

George Johnson
County Executive Officer

Dated: _____

5/24/20

THE KAHLEN GROUP, INC., a California
corporation

By: _____

Greg Kahlen
President

Dated: _____

5/10/20

By: _____

V. Manuel Perez
Chairman, Board of Supervisors

Date: _____

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____

Susanna Oh
Deputy County Counsel

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

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

THE KAHLEN GROUP, INC., a
California corporation

By: _____
Karen Spiegel, Chair
Board of Supervisors
Dated: _____

By: _____
Greg Kahlen
President
Dated: _____

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Deputy County Counsel

**EXHIBIT A
SCOPE OF SERVICE**

1. Services:

1.1 Introduction:

1.1.1 CONTRACTOR shall provide grant administration services to the County for funding from the U.S. Treasury through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, California Department of Public Health (CDPH), and the Federal Emergency Management Agency (FEMA). TKG proposes to assist the County in reviewing eligibility requirements for reimbursements from the CARES Act, CDPH, and FEMA funds, compiling reimbursement requests and reports, and other duties as needed to ensure that the County remains in compliance with the requirements of the funding sources.

1.2 Executive Summary:

1.2.1 The Kahlen Group (formerly Elan Associates) is a Southern California based civil engineering firm specializing in the preparation and processing of government funding applications specific to water resources infrastructure. The team is comprised of a Project Manager, Compliance Specialists, and clerical staff with decades of combined experience in planning, engineering, and financial analysis. The company's Principal, Greg Kahlen, personally guides project management for all clients.

1.2.2 Mr. Kahlen has more than 40 years in the water and wastewater industries, having most recently served as the President of Elan Associates, a civil engineering firm he formed in 1999. Elan Associates became The Kahlen Group in January 2014. Mr. Kahlen and his team enjoy a high success rate in securing funding for clients in the form of both loans and grants. His background in planning, surveying, and civil engineering offers true project understanding from conception through construction to operational implementation.

1.2.3 The key personnel of The Kahlen Group consist of the following:

1.2.3.1 Greg Kahlen, Project Manager

Mr. Kahlen typically coordinates all communications between The Kahlen Group and its clients. He has worked extensively with the State Water Resources Control Board, California Department of Public Health, and California Department of Water Resources to obtain funding for a variety of projects for the Kahlen Group's Clients. He has over 40 years of experience in the civil engineering field, and over 20 years of experience with obtaining project funding.

1.2.3.2 Grant Anderson, Project Engineer

Mr. Anderson has over 40 years of experience with the planning and design of a variety of civil engineering projects. Mr. Anderson is a former traffic engineer with Orange County Public Works Department, and has worked with The Kahlen Group on loans and grant applications since 2015.

1.2.3.3 Michelle Mayorga, Compliance Specialist

Ms. Mayorga has over 10 years of experience in funding agreement compliance and 27 years of experience in production management. Her responsibilities include review of funding agreement requirements to ensure eligibility requirements are met. She also coordinates, organizes and controls the production of funding applications. Her responsibilities include document control, working with the Project Manager to confirm that applications are complete; and providing quality control to ensure that final documents comply with submittal requirements.

1.2.3.4 Sylvia Casas, Compliance Specialist

Ms. Casas has worked for The Kahlen Group for 2 years as a Compliance Specialist. Her responsibilities include review of funding agreement requirements to ensure eligibility requirements are met, and preparation of requests for disbursement and reports as required by the funding agreement.

1.3 Statement of Qualifications:

1.3.1 CONTRACTOR has obtained over \$65 Million in grants and over \$425 Million in low-interest loans for our clients over the last 18 years. CONTRACTOR have worked with the State Water Resources Control Board (SWRCB), Department of Water Resources, California Department of Public Works, and United States Bureau of Reclamation to procure grants and loans for their Recycled Water Reclamation Facilities, recycled water pipelines, sewer systems, and potable water treatment plants.

1.3.2 CONTRACTOR offers flexibility in its client services, generating personalized and customized approaches to meet the unique needs of its wide range of clients. These tailored strategies have resulted in grant and loan funding for our clients through the following:

1.3.2.1 California State Water Resources Control Board – Clean Water State Revolving Fund (SRF); Small Communities Wastewater Grant Program; Water Recycling Funding Program.

1.3.2.2 California Department of Water Resources – Integrated Regional Water Management.

1.3.2.3 California Department of Public Health – Safe Drinking Water SRF

1.3.2.4 U.S. Bureau of Reclamation - Small Reclamation Projects Act; WaterSMART Water and Energy Efficiency Grant Program.

1.3.3 CONTRACTOR offers the following to its clients:

1.3.3.1 Principal is personally committed to all projects, which will result in a high level of initiative and productivity on the part of the team.

1.3.3.2 Experienced with state and federal financing sources for potable and recycled water projects, sewer and wastewater treatment facilities, irrigation, energy and other types of infrastructure projects.

1.3.3.3 Experienced in coordinating all aspects of financial application processes.

1.3.3.4 Knowledgeable about CEQA, CEQA Plus, and NEPA compliance processing. Our familiarity with funding agencies and their staff allows us to expedite CEQA reviews and avoid delays.

1.3.3.5 Experienced with Survey, Predesign, Design, Construction Management, and commissioning. This often allows us to discuss design parameters with

funding agency staff without the need to re-involve the design consultant, thereby saving time and avoiding additional costs to our clients.

1.3.3.6 Experienced in Contract Administration, Bidding, and Contract Reporting for Governmental Funding Programs.

1.3.3.7 Provides clients a close working relationship to tailor and adjust a project scope based on indeterminate and changing goals and objectives.

1.4 Scope of Work:

1.4.1 CONTRACTOR shall assist the Riverside County Executive Office team perform the following:

1.4.1.1 Review, analyze, and summarize all COVID-19 external funding sources including, but not limited to, CARES, CDPH, and FEMA.

1.4.1.2 Ensure compliance with all external funding terms and conditions.

1.4.1.3 Ensure identification of eligible and allowable expenditures.

1.4.1.4 Compile accurate and complete progress reports.

1.4.1.5 Participate in the preparation of the Riverside County COVID-19 Funding Maximization Strategy.

1.4.1.6 Coordinate with various County Departments to obtain accurate COVID-19 external funding awards and compliance requirements.

1.4.1.7 Coordinate and participate in funding meetings.

1.4.1.8 Provide audit support.

1.4.1.9 Other tasks as assigned by the Riverside County Executive Office staff.

2. **Contact Information:**

County Project Manager:

Rania Odenbaugh

Office Phone: (951) 955-3109

Email: ROdenbaugh@rivco.org

The Kahlen Group, Inc.:

Greg Kahlen

Office Phone: (951) 712-1741

Email: Greg@kahlengroup.com

EXHIBIT B
PAYMENT PROVISION

Total Reimbursable Amount

The total reimbursable amount under this Agreement to CONTRACTOR SHALL NOT EXCEED \$427,080.00; hourly rates are inclusive of salaries, fringe benefits, payroll taxes, travel, and other expenses related to performance of the Agreement; as follows:

Line Item	Job Title	Hourly Rates
1	Project Manager	\$181.00
2	Project Engineer	\$169.00
3	Compliance Specialist	\$99.00
4	Production Manager	\$82.00
5	Clerical	\$60.00