

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



**ITEM: 3.9
(ID # 20718)**

MEETING DATE:
Tuesday, December 13, 2022


FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Accept the San Jacinto Mountain Region Outdoor Alert and Warning Project from the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE) to assist with evacuation route identification, planning, public outreach, and education for the performance period of September 1, 2022, through February 29, 2024, All Districts. [\$380,000 – 100% State Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the San Jacinto Mountain Region Outdoor Alert and Warning Project grant funding from the California Department of Forestry and Fire Protection ("CAL FIRE") grant award number 22 CALFIRE 380690 for a total aggregate amount of \$380,000 for the performance period of September 1, 2022, through February 29, 2024, awarded to the Emergency Management Department (EMD) as the lead agency; and,
2. Authorize the EMD Director, or his designee, to sign any allocation documents, including agreements and amendments, that are related to the administration of the award, subject to availability of fiscal funding and as approved-as-to-form by County Counsel.

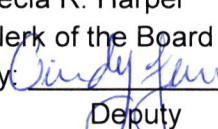
ACTION:


Bruce Barton, EMD Director 12/6/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Spiegel and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, and Hewitt
Nays: None
Absent: Perez
Date: December 13, 2022
xc: EMD

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 380,000	\$ 0	\$ 380,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 02, 2021, Item 3.5, was approved by the Board of Supervisors for the Emergency Management Department to apply to the California Fire Safe Council Wildfire Evacuation Planning and Development Grant Program for up to \$380,000. The objective of the grant funding is to assist counties with evacuation route identification and planning, evacuation route, and public outreach/education.

The County of Riverside has completed the initial planning phase of an outdoor alert and warning system project for the San Jacinto Mountain region, which is one of its most vulnerable populated wildland urban interface areas. The San Jacinto Mountain communities are surrounded by national forest and wilderness that have been severely impacted by drought conditions. This region has about 21,000 residents, 230 homes, 230 commercial buildings, and is frequented by many travelers, hikers, and campers. This region includes the communities of Anza, Fern Valley, Garner Valley, Idyllwild, Mountain Center, Pine Cove, Poppet Flats, and Pinyon Pines. The major highways, SR-243 and SR-74, in this region are not sufficient to provide a timely mass evacuation of people without a system to communicate and coordinate what they need to do.

This system would provide people with early, real-time, and vital information on how they can protect themselves from imminent dangers and hazards identified in the County of Riverside Multi-Jurisdictional Hazard Mitigation Plan (MJLHMP). This system will have the ability to be activated using Riverside County's alert and warning system (Alert RivCo) or from one of its local sites by a partnering public safety organization. This system will use Geographic Information System (GIS) software to determine the location of a fire/hazard, vulnerable populations, best evacuation routes, and staging locations. It will provide enhanced coordination and communications among public safety providers and the public for timely notification using outdoor high decibel speakers located in 41 strategic populated locations throughout this region.

This system will also integrate with and expand upon the existing WNKI 1610 AM radio station. This will allow for public safety personnel to provide updated information to travelers/evacuees via the WNKI 1610 AM radio station. A public outreach and education program will be required

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for this project. This public outreach and education program will include road signs that will advise travelers to tune-in to WNKI 1610 AM radio station for updated evacuation information.

Impact on Residents and Businesses

Acceptance of funding will enhance the Operational Area's ability to communicate with federal, state, and local agencies during emergencies. This funding is intended to help develop plans, build infrastructure, and educate residents and business requiring evacuation.

This grant will assist in the local match allowing for the procurement of long range/high decibel outdoor speakers, supporting equipment, and maintenance of equipment as part of the County of Riverside's overarching project providing 41 Outdoor Warning Speakers (OWS) and four (4) Traveler Information Stations (TIS) to the region. The location of these OWS and TIS sites have been determined based on funding, construction requirements, and their proximity to population centers. This system will be fully integrated with the County of Riverside's alert and warning system "Alert RivCo," which will allow for a single point of access to alert the public of need for evacuation via Integrated Public Alert and Warning System (IPAWS), OWS, TIS as well as social media sites. The OWS and TIS sites will be able to be activated by themselves or in conjunction with OWS and TIS sites.

SUPPLEMENTAL:

Additional Fiscal Information

State funding provided under this grant is one-time funding. Any ongoing costs for services or maintenance of equipment will be covered by federally funded grants awarded to the department.

ATTACHMENTS:

Subaward agreement for the San Jacinto Mountain Region Outdoor Alert and Warning Project
22 CALFIRE Evac 380690


Rebecca S Cortez, Principal Management Analyst

12/6/2022


Kelly Moran, Deputy County Counsel

12/6/2022



THIS DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you

**County of Riverside Emergency Management Department
San Jacinto Mountain Region Outdoor Alert and Warning Project 22 CALFIRE Evac 380690
380,000.00**

Subaward Agreement

October 14, 2022

Brian MacGavin
County of Riverside Emergency Management Department
450 East Alessandro Blvd
Riverside, CA 92508

Dear Brian

Congratulations! The California Fire Safe Council ("CFSC") is pleased to provide funding for County of Riverside Emergency Management Department's "San Jacinto Mountain Region Outdoor Alert and Warning Project" project, (the "Project"). The County of Riverside Emergency Management Department, hereinafter referred to as the "Subrecipient," enters into this Subaward Agreement (the "Agreement") on the date of the last signature on this Agreement below, following the terms and conditions set forth herein.

Funding for this Project is provided from the State of California, by and through the California Department of Forestry and Fire Protection ("CAL FIRE") as part of the California Climate Investment Program. The Project being funded is as described in the Subrecipient's original application for funding. This Agreement outlines the subaward's procedures and requirements.

The assigned number for this subaward is 22 CALFIRE 380690 (Please refer to this number when contacting CFSC about this subaward). Total funding provided for this Project shall not exceed \$380,000.00. Subrecipient shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.

SECTION 1: PURPOSE

The objective of this Grant Program is to assist counties with evacuation route identification and planning; evacuation route fuel reduction/maintenance; signage and public outreach and education.

SECTION 2: TERM OF SUBAWARD

The term of this Agreement is from September 1, 2022 through February 29, 2024 and shall terminate upon CFSC determination that the Project subject to this Agreement is complete (the "Term"). Work shall not commence prior to the execution of this

DEC 13 2022 3.4

Agreement by both parties, and pre-award costs dated as of September 1, 2022 are authorized. An agreement is considered fully executed upon signature and approval by an authorized representative of the California Fire Safe Council. Subrecipient shall not receive funding for portions of the Project completed outside of the Term. Subrecipient agrees to comply with all applicable state and local laws governing the funds provided under this Agreement; in addition, Subrecipient will follow customary accounting principles consistently applied and their organization's written policies and procedures related to financial and program management.

In addition to the terms and conditions of this Agreement, the Subrecipient agrees that the terms and conditions contained in the documents set forth below are hereby incorporated, unless otherwise not required, and made part of this agreement:

1. California Climate Investments Department of Forestry and Fire Protection Direct Award Procedural Guide February 2022
2. The submitted Application, Project Budget, Deliverables and Attachments
3. The Award Handbook
4. Subrecipient By-Laws (Not applicable)
5. Fiscal Sponsor Agreement Letter (Not applicable)
6. Contact Information Sheet for Subrecipient Board of Directors and Signors
7. All Applicable Insurance Requirements and Certificates
8. Project Map (Details to be provided)
9. Examinations From All Relevant Governmental Agencies Applicable to the Project
10. IRS Tax Exemption Documents, if Applicable
11. Letters of Commitment (if your project is committing matching funds)
12. Resolution of Subrecipient Authorizing Grant Application (if required by your organization's policies and procedures)

SECTION 3: PRIVACY OF CONTRACT

Subrecipient understands and agrees that privity of contract exists between CFSC and the Subrecipient. That is, the relationship concerning this Subaward is strictly between CFSC and the Subrecipient. Subrecipient understands and agrees that neither Cal Fire or any of its affiliates, the State of California, nor the United States shall be, or are intended to be, a party to this Subaward, any contract with the Subrecipient, any solicitations, request for proposals, or disputes on the execution, interpretation, or enforcement of any contract, including this Subaward, between CFSC and the Subrecipient.

SECTION 4: SCOPE OF WORK

The scope of work to be undertaken by Subrecipient is as follows: "The county will use this grant in conjunction with a FEMA HMGP grant as part of the local match. A maximum awarded amount...will pay for the equipment for 3 OWS sites, satellite fees for 3 OWS sites (3 years), software set up for 38 OWS sites, prepaid annual testing for 27 OWS sites (3 years), and commissioning of 27 OWS sites." (source: application question #26 and budget narrative) (the "Project".) The Project shall be completed in accordance with the proposed scope of work delineated on the Workplan of Subrecipient's application, a copy of which is in ZoomGrants and its terms are incorporated to this contract by reference.

SECTION 5: REPORTS

Subrecipient shall use CFSC's ZoomGrants reporting system for subaward reporting, document submission, and other subaward-related functions. Subrecipient agrees to submit to CFSC all required deliverables and reports via CFSC's ZoomGrants system.

Subrecipient shall submit quarterly financial and programmatic reports, and a final/closeout report, using the forms provided in ZoomGrants.

Quarterly reports are due:

- January 31, 2023 (for the reporting period September 1, 2022 – December 31, 2022)
- April 30, 2023 (for the reporting period January 1, 2023 – March 31, 2023)
- July 31, 2023 (for the reporting period April 1, 2023 – June 30, 2023)
- October 31, 2023 (for the reporting period July 1, 2023 – September 30, 2023)
- January 31, 2024 (for the reporting period October 1, 2023 – December 31, 2023)
- March 31, 2024 (for the reporting period January 1, 2024 – February 29, 2024)

Quarterly report submissions will include a check-in call with the CFSC Grant Specialist to discuss Project progress and to provide any needed assistance.

By March 31, 2024, at 5 p.m., Subrecipient agrees to submit a final report, including all required documents, through ZoomGrants. In addition to the final report, the last quarterly report for the period of January 1, 2024 – February 29, 2024, is also due the same day March 31, 2024.

The final report should include:

1. A final Closeout Report Narrative
2. A final Budget Report on Actual Costs
3. One (1) digital version of products, publications, flyers, communications and/or educational materials, best practice guides, newspaper clippings and other materials developed using grant funds over the entirety of the Project.
4. A final success story of the Project.
5. Photos: High Resolution digital photos showing the project's outcomes and events.
6. GIS Networking Portal Project data files, which may include projects maps, evacuation routes identified, treated and maintained through this grant and other items to be determined.

Failure to comply with all reporting and closeout procedures by the deadlines will be considered noncompliance with the terms of the Agreement. Such noncompliance may be considered in the evaluation of organizational capacity for future subawards.

SECTION 6: PAYMENTS

Payments to Subrecipient shall be in the form of electronic direct deposit through ACH processing to Subrecipient's bank account. (ACH processing is a safe form of a bank wire from CFSC's bank to Subrecipient's bank.). Payments for work conducted under this Agreement will be made on a reimbursement basis and are contingent upon the receipt by CFSC of sufficient funds from CAL FIRE pursuant to the Master Award. Payments shall be made upon receipt and approval of a Payment Request Form and a financial report detailing current charges and total-to-date charges by major budget categories. After the initial payment, additional payment requests may take up to 90 days after Subrecipient's request to CFSC. CFSC is not liable for any damages or expenses incurred due to delay in payment for any cause whatsoever.

Subrecipient must provide a completed ACH Authorization Form and W-9 in ZoomGrants prior to any initial payment being made.

CFSC reserves the right to deny any request for new payment.

To submit a payment request, the Subrecipient must submit the request in ZoomGrants, and upload the following proof of expenditures for the prior invoice period into ZoomGrants:

- A summary sheet or copy of general ledger showing each budget category
- Detailed transaction ledgers by each budget category and/or payroll ledgers

The Subrecipient shall maintain an accounting system that follows Custom accounting principles consistently applied. The accounting system must accurately reflect fiscal transactions, using the necessary controls and safeguards. This system shall provide an adequate audit trail, including original source documents such as receipts, progress payments, invoices, purchase orders, timecards, canceled checks, etc. Please redact account numbers and personal identifying information before submitting invoices. The system shall also provide accounting data so the total cost of each individual project can be readily determined. CFSC may request records and documentation at any time. These records shall be retained by the Subrecipient for a period of three years after the closing date of the Project, or one year after final disposition of any disputed audit findings, whichever occurs later unless it is the Subrecipient's policy to retain records for a longer duration.

Avoid audit exceptions – keep accurate records. In the event of an audit, a finding of inaccurate records is grounds to terminate this Subaward Agreement.

CFSC reserves the right to cancel or stop payments if there are serious compliance or programmatic issues.

Subrecipient shall account for payments received under this Agreement in its budget accounting in the quarterly reports and the final/closeout report.

Additionally, Subrecipient must submit a report in the same fashion and format as the Quarterly Reports in Section 5 of this Agreement, specifically detailing the status of the Project as defined in Section 4 of this Agreement. CFSC reserves the right to deny requests for additional progress payments should Subrecipient fail to adhere to the Project Schedule in Section 4.

SECTION 7: QUARTERLY MEETING REQUIREMENTS

Subrecipient shall work with the CFSC Grant Specialist to develop metrics to gauge their Project's progress. Metrics may include but are not limited to:

- Number of evacuation plans developed
- Number of evacuation routes identified
- Number of evacuation route best practices and standards identified
- Evacuation standards drafted and adopted
- Number of miles of evacuation routes maintained (fuel reduction)
- Number of signs erected along evacuation routes

These metrics will be reviewed quarterly during mandatory check-in meetings with the CFSC Grant Specialist and assigned CFSC Regional Coordinator. In addition to tracking Project progress, the quarterly check-in meetings will be a source of support for Subrecipient and an opportunity to ask questions and discuss project modifications.

SECTION 8: TITLE TO AND USE OF EQUIPMENT AND SUPPLIES

Title to any supplies or equipment purchased during the Term under this Agreement will vest upon acquisition in the Subrecipient. Notwithstanding the foregoing, Subrecipient shall have free, irrevocable license to use the equipment or supplies.

SECTION 9: TITLE TO AND USE OF WORK PRODUCTS AND DATA

Title to any and all materials developed with funds from this Agreement vests in the Subrecipient. Notwithstanding the foregoing, Subrecipient shall have a free, irrevocable license to use, publish, or distribute all such materials. The word "materials" may include, but is not limited to: reports, studies, photographs, computer programs, drawings, writings, or other similar works or documents, along with all supporting data and material, produced under this Agreement.

CFSC reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use the materials for CFSC educational or promotional purposes. CFSC will always attempt to do this with Subrecipient's notification and/or consent.

SECTION 10: PERMITS/ENVIRONMENTAL COMPLIANCE

Subrecipient shall ensure that the Project is in compliance with all applicable environmental and cultural resource laws – federal, state, and local – prior to beginning any activities, including but not limited to, ground- or vegetation-disturbing activities. Projects were selected based on the Subrecipient's assurance that environmental and cultural permits were either not necessary or are already in place. Documentation of CEQA compliance must be provided to CFSC when applicable. Please see Section 22 "Special Conditions" for any grant-specific conditions or restrictions. Please contact your CFSC Grant Specialist if ground disturbing activities are scheduled to occur, prior to activities beginning, and/or if you experience any delays receiving necessary permits.

SECTION 11: SUBAWARDS

Subrecipient is prohibited from sub-awarding any part of this Project to another organization.

SECTION 12: RECORD RETENTION

All Subrecipient records must be kept for three years after the closing date of the Project, or one year after final disposition of any disputed audit findings, whichever occurs later unless it is the Subrecipient's policy to retain records for a longer duration. Upon completion of the Agreement, Subrecipient must maintain copies of all grant documentation, receipts, contractors, bid notices, time sheets, personnel time etc., in a safe, retrievable storage location. Such documentation shall be made to CFSC upon request by CFSC or CAL FIRE.

SECTION 13: SITE VISITS

CFSC staff will conduct an online Grant Award Workshop within 3 months of the Project start date. Attendance at the award workshop is mandatory. The date, and time of the workshop will be announced in advance.

In addition, CFSC staff will conduct a minimum of one monitoring visit/desk review and may schedule additional visits during the Term of the Agreement, to ensure program compliance and that work is in accordance with the approved Scope of Work. The CFSC Grant Specialist will contact the Subrecipient to schedule the visit(s) and inform the Subrecipient of any items to be reviewed.

Subrecipient may be notified that CFSC, or CAL FIRE staff would like to conduct a visit during the Term. This will always be done in coordination with Subrecipient.

SECTION 14: LOGO & PUBLIC NOTICES

Subrecipient shall cooperate with CFSC to release information about this Project to the press or other news/media outlets.

Subrecipient is prohibited from using CAL FIRE's trademarks or service marks without CAL FIRE's prior written consent, which may be requested through the CFSC Grant Specialist.

Subrecipient is prohibited from using CFSC's logo, trademarks, or service marks without CFSC's prior written consent, which may be requested through the CFSC Grant Specialist.

Recognition for projects, activities and products should be included on all products developed with funds provided through this Agreement. Subrecipient is encouraged to give public notice of the receipt of this award and, from time to time, to announce the progress and accomplishments. All projects must clearly display program acknowledgement. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement: "Funding for this project was provided by a grant from the California Department of Forestry and Fire Protection as part of the California Climate Investments Program, through the California Fire Safe Council."

Items such as press releases or other public notices shall include a statement as follows: "Community Wildfire Preparedness Project, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment— particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investment website at: www.caclimateinvestments.ca.gov."

SECTION 15: MODIFICATIONS

Program modifications require prior written approval from the CFSC Grant Specialist. The dollar amount of a budget expense category may be increased or decreased by up to ten percent (10%) of the total grant amount through reallocation of funds from another expense category(ies) without approval by the CSFC; however, Subrecipient shall notify the CFSC in writing in project progress reports when any such reallocation is made and shall identify both the expense category(ies) being increased and those being decreased. Prior written approval from the CFSC is required when the cumulative total of budget reallocations will exceed more than ten percent (10%) of the total grant amount. Any increase or decrease of an expense category of more than ten percent (10%) of the total grant amount must be approved in writing by the CFSC before any such increase or decrease is made. It is the expectation of CFSC and CAL FIRE that the Subrecipient make every effort to complete the approved Project within the approved Term. At this time, CFSC cannot honor any requests for extensions of time past the stated deadline of February 29, 2024; you will be notified if extensions become available along with instructions on how to request an extension.

SECTION 16: NOTIFICATION

Subrecipient shall immediately notify CFSC of developments that have a significant impact on activities supported under this Agreement. Written notification shall be given in case of problems, delays or adverse conditions that materially impact the ability to meet the objectives of the Agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation. Notice should be sent to your CFSC Grant Specialist.

SECTION 17: INSURANCE

Subrecipient shall maintain general and commercial liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage combined; if applicable, workers' compensation insurance of not less than \$1,000,000; and, if applicable, commercial automobile insurance on owned, hired and/or non-owned vehicles of not less than \$1,000,000 throughout the term of the Project. All such policies shall provide that CFSC, and their respective officers, agents, employees and servants are included as additional insureds as far as the performance of this Agreement are concerned. Subrecipient shall provide certificate(s) of insurance reflecting that this coverage is in effect upon acceptance of this Agreement. In the event of any change in the insurance coverage, Subrecipient shall provide updated certificate(s) of coverage.

SECTION 18: NON-LIABILITY

CFSC does not assume liability for any third-party claims for damages arising out of this Agreement. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable laws that it will assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all clauses due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this agreement.

Subrecipient agrees to carry appropriate liability insurance (e.g., general liability, directors and officers, errors, and omissions, etc.) to safeguard funds and assets acquired through this Agreement.

SECTION 19: PROJECT TERMINATION

This Agreement may be terminated by the California Fire Safe Council or Subrecipient upon 30-days written notice to the other party.

If either party terminates the Agreement prior to the completion of the Project, Subrecipient shall take all reasonable measures to prevent further costs to the Project under the Agreement and the CFSC shall be responsible for any reasonable and non-cancelable obligations incurred by Subrecipient in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

Failure by Subrecipient to comply with the terms of this Agreement may be cause for suspension of all obligations of the CFSC hereunder at the discretion of the CFSC.

Failure of Subrecipient to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the CFSC hereunder if in the judgement of the CFSC such failure was due to no fault of Subrecipient. At the discretion of the CFSC, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

Final payment to Subrecipient may not be made until the CFSC determines the Project conforms substantially to this Agreement.

If Subrecipient terminates the Project pursuant to this Section 19, Subrecipient shall return all unused monies awarded pursuant to this Agreement within 30 days to CFSC.

SECTION 20: NON-DISCRIMINATION

The California Fire Safe Council and the State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Subrecipient shall not discriminate against any person on any of these bases.

SECTION 21: CONFLICT OF INTEREST

Subrecipient or anyone acting on behalf of Subrecipient shall not have any conflicting personal and/or financial interests in carrying out the duties of this Agreement.

SECTION 22: SPECIAL CONDITIONS

No construction activities are permitted under this Subaward agreement.

Greenhouse Gas Emissions data: For project with ground disturbing work, Subrecipient will be required to submit information about project size, vegetation type, location, and treatment area so that CAL FIRE staff may complete emissions calculations for the project. Calculations will be completed using an existing methodology produced by CAL FIRE and the California Air Resources Board for the Forest Health Program. Subrecipient will be required to provide a shapefile (GIS Polygon) and/or geo points (point feature). Additional information will be provided during the execution of this Agreement.

SECTION 23: DISPUTE RESOLUTION PROCEDURES

Mediation of Disputes. Any dispute or claim in law or equity arising out of this agreement, the Subaward or any resulting transaction including, but not limited to, any and all disputes regarding the auditing of or the use of the Subaward by the Subrecipient and any and all other disputes between the CFSC and the Subrecipient, including any and all legal, monetary, equitable, including injunctive relief (collectively referred to herein as "Disputes"), shall be subject to mediation as a condition precedent to arbitration. The parties shall endeavor to resolve any Disputes by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Arbitration and Mediation Procedures of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration, but in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fees and any filing fees equally. The mediation shall be held at a location in Sacramento, California that is mutually agreed upon by the parties and shall be a minimum of a four-hour mediation before satisfaction of mediation as a condition precedent to arbitration is satisfied. Agreements reached in mediation shall be enforceable as settlements in any court having jurisdiction thereof.

Arbitration of Disputes. Any dispute or claim in law or equity arising out of this agreement, the Subaward or any resulting transaction including, but not limited to, any and all disputes regarding the auditing of or the use of the Subaward by the Subrecipient and any and all other disputes between the CFSC and the Subrecipient, including any and all legal, monetary, equitable, including injunctive relief (collectively referred to herein as "Disputes"), subject to enforceability determined by the arbitrator, shall be decided by neutral binding arbitration, with an arbitrator that has at least 10 years of experience as an auditor and is familiar with generally accepted accounting principles for state and local government units and with auditing standards generally accepted in the United States of America; Government Auditing Standards issued by the Comptroller General of the United States; the Single Audit Act of 1984 as amended in July 1996 and the provisions of OMB Guidance 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards - Subpart F – Audit Requirements. The arbitrator shall be mutually agreed upon by the parties. If the parties cannot agree on an arbitrator, the parties shall alternately strike names from a list provided by the American Arbitration Association until only one name remains. The parties shall share the arbitrator's fees and any filing fees equally. The arbitrator shall conduct the arbitration in accordance with the expedited procedures provided for in the Commercial Arbitration and Mediation Procedures of the American Arbitration Association currently in effect and not by court action, except as provided by law for judicial review of Arbitration proceedings. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall not have the power to award punitive damages. In the event of a disagreement as to the selection of an arbitrator, the Judicial Mediation and Arbitration Services, Inc. office, shall select an arbitrator who meets the qualifications required in the arbitration provision above. Claims less than \$10,000.00 shall be litigated in Small Claims Court at the request of either party, however, initiation of a Small Claims Court action shall not be deemed a waiver by the other party of its right to arbitrate any counter or cross claims.

NOTICE: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY DISPUTE GREATER THAN \$10,000.00 ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION WILL BE SUBJECT TO NEUTRAL ARBITRATION.

SECTION 24: AUTHORITY AND ACCEPTANCE

All necessary action has been taken by Subrecipient to accept this Agreement, authorize the undersigned to execute this Agreement, and perform the Project as set forth in this Agreement.

SECTION 25: CONTACTS

Subrecipient Contact

Brian MacGavin
bmacgavi@rivco.org
951-377-2087

CFSC Grant Specialist Contact

Becky DeForest
bdeforest@cafiresafecouncil.org
775-434-3701

Best wishes for success on the project!

_/s/ Bob Roper, Chairman for California Fire Safe Council, Inc

Signatures

**County of Riverside Emergency
Management Department**

Not signed yet.

California Fire Safe Council

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