

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



ITEM: 3.7
(ID # 21911)

MEETING DATE:
Tuesday, May 09, 2023

FROM : SUPERVISOR V. MANUEL PEREZ:

SUBJECT: SUBJECT: SUPERVISOR V. MANUEL PEREZ: Approve the Fourth District Unincorporated Communities Initiative project and direct the Executive Office to transfer \$58,059 from the Unincorporated Communities Fund to the Transportation and Land Management Agency, Aviation Division, to support project funding, District 4. [\$58,059 Total Cost – FY 22/23 Unincorporated Communities Initiative Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the allocation of \$58,059 to the Fourth District from the FY 22/23 Unincorporated Communities Initiative funding for the project outlined below; and
2. Direct the Riverside County Transportation and Land Management Agency, Aviation Division, to initiate work on the Unincorporated Communities Initiative project using the allocated resources from the Unincorporated Communities Fund.

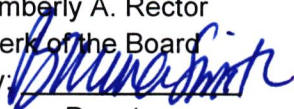
ACTION:


Supervisor V. Manuel Perez, Supervisor 4th. District 5/3/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: May 9, 2023
xc: BOS-Dist. 4, E.O., Aviation

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**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	\$ 58,059	\$ 0	\$ 58,059	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$0	\$ 0
SOURCE OF FUNDS: FY 22/23 Unincorporated Community Fund 100%			Budget Adjustment:	No
			For Fiscal Year:	22/23

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

On November 17, 2020, the Riverside County Board of Supervisors (Board) directed the Executive Office to implement an Unincorporated Communities Initiative (UCI). The UCI is a focused, ongoing, and coordinated effort to improve the infrastructure and services provided to the residents of unincorporated communities, with emphasis on Disadvantaged Unincorporated Communities (DUCs). The program is funded through the Unincorporated Communities Initiative (UCI) fund. The UCI fund receives authorized General Fund/Net County Cost (NCC) monies from the County during the annual budget and quarterly budget revision process.

On December 15, 2020, the Executive Office presented a proposed framework for planning and implementation of the UCI. With the support of the Board, the Executive Office established a team of staff and department heads to facilitate the UCI program. Through March 31, 2021, the Executive Office team held 15 community meetings and conducted online surveys to better understand community needs for services, infrastructure, and infrastructure maintenance. On May 25, 2021, the UCI Team presented the needs assessment to the Board.

On June 21, 2022, the Board adopted the FY22/23 Budget, which included the allocation of \$10,000,000 in NCC General Funds to the Unincorporated Communities Fund. The \$10,000,000 was to be divided evenly between the five Supervisorial Districts for each Supervisor's use within their unincorporated communities.

Based on the foundational work completed by the UCI Team and further analysis by this office, \$58,059 of the remaining available UCI funding for the Fourth District will be allocated to the following project at the Jacqueline Cochran Regional Airport:

1. FAA Air Traffic Control Siting Services for the Jacqueline Cochran Regional Airport (TRM).

The FAA will facilitate the tower siting process per the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or latest approved draft, and conduct a Safety Risk Management (SRM) Panel in accordance with the current version of the ATO SMS Manual and provide a signed SRM document.

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

Impact on Residents and Businesses

The Jacqueline Cochran Regional Airport is a General Aviation (GA) Reliever airport located adjacent to the Town of Thermal in Riverside County. The airport includes two runways:

- Runway 17/35 is 8,500 feet long and 150 wide and is equipped with Medium Intensity Runway Edge Lights (MIRLs), a two-box Visual Approach Slope Indicator (VASI) (Runway 17), a four-box precision approach path indicator (Runway 35), and Runway End Identifier Lights (REILS) on both ends.
- Runway 12/39 is 4,995 feet long and 100 feet wide and is equipped with MIRLs and two-light PAPIs on both ends.

TRM is home to 94 based aircraft, approximately half of which are single-engine piston aircraft. Sixteen multi-engine piston aircraft, 19 jet aircraft, and 10 helicopters are also based at TRM.

The long-term goal of the Unincorporated Communities initiative is to ultimately improve infrastructure and services to all of our unincorporated communities. This is a first step to meeting that commitment.

CLERK'S COPY

Agreement Number
to Riverside County Clerk of the Board, Room 1010
AJW-ON-WSA-23-WP-005727
Post Office Box 1147, Riverside, Ca 92512-1147

Thank you

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**COUNTY OF RIVERSIDE
JACQUELINE COCHRAN REGIONAL AIRPORT
THERMAL, CALIFORNIA**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **County of Riverside** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

NOW THEREFORE, the FAA and the Sponsor mutually agree as follows:

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **County of Riverside**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

A. The purpose of this Agreement between the FAA and the Sponsor is to support and complete the Airport Traffic Control Tower (ATCT) siting process at Jacqueline Cochran Regional Airport. This will be done in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Thermal, CA (TRM) – Tower Siting Services

MAY 9 2023

3.7

B. The FAA will perform the following activities:

1. Facilitate the tower siting process per the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.
2. Conduct a Safety Risk Management (SRM) Panel in accordance with the current version of the ATO SMS Manual and provide a signed SRM document.

C. The Sponsor will perform the following activities:

1. Provide any available photogrammetry data and master planning data, the latest approved Airport Layout Plan (ALP), and elevation data for future structures, and other data as required by the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.
2. Participate in the siting process in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft, to include any necessary travel.
3. Obtain a Phase I Environmental Site Assessment (ESA) (per the latest version of ASTM International Standard E1527, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*) on each of the preferred sites.
4. Provide a detailed siting report describing the location and relevant elevations for preferred sites and identify the recommended site in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.
5. Incorporate any required comments or recommendations provided by the FAA into the Sponsor's siting report.
6. Provide final draft of siting report to the FAA for review of completeness and coordination of signatures in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.

- D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____ . If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 4. Points of Contact

A. FAA:

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning Team** will provide administrative oversight of this Agreement. **Russell Prout** is the **Planning Specialist** and liaison with the Sponsor and can be reached at **(206) 231-2867** or via email at **russell.prout@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
2. The **FAA ATO Tech Ops, Facilities & Engineering Services, Terminal Facilities Team** will perform the scope of work included in this Agreement. **Rudi Harmon** is the **Planning & Controls Subteam Western Service Area Lead** and liaison with the Sponsor and can be reached at **(202) 267-3735** or via email at **rudi.f.harmon@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

County of Riverside
Angela Jamison
4080 Lemon Street, 14th Floor
Riverside, CA 92501
Telephone: (951) 955-9418
Email: ajamison@rivco.org

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer – Reserved

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Non-Labor	
WB4020 – Siting Services	\$50,000.00
WB4040 – Travel	\$3,759.00
Non-Labor Subtotal	\$53,759.00
Non-Labor Overhead	\$4,300.72
Total Non-Labor	\$58,059.72
TOTAL ESTIMATED COST	\$58,059.72

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

ARTICLE 9. Reimbursement and Accounting Arrangements

- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
- C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

County of Riverside
Attn: Kathy Knou
4080 Lemon Street, 14th Floor
Riverside, CA 92501
Telephone: (951) 955-0533
Email: knhou@rivco.org

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

ARTICLE 10. Changes and Amendments

Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement


This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

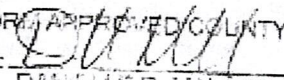
AGREED:

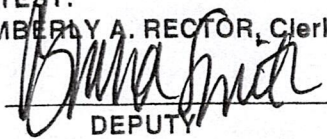
**FEDERAL AVIATION
ADMINISTRATION**

COUNTY OF RIVERSIDE

SIGNATURE _____
NAME Bradley K. Logan
TITLE Contracting Officer
DATE _____

SIGNATURE 
NAME Kevin Jeffries
TITLE Chairman, Board of Supervisors
DATE 5/9/23

FORM APPROVED/COUNTY COUNSEL
BY: 
DANIELLE D. MALAND

ATTEST:
KIMBERLY A. RECTOR, Clerk
By 
DEPUTY

MAY 9 2023 3.7

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

AND

**COUNTY OF RIVERSIDE
JACQUELINE COCHRAN REGIONAL AIRPORT
THERMAL, CALIFORNIA**

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **County of Riverside** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

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- A. The purpose of this Agreement between the FAA and the Sponsor is to support and complete the Airport Traffic Control Tower (ATCT) siting process at Jacqueline Cochran Regional Airport. This will be done in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

Thermal, CA (TRM) – Tower Siting Services

B. The FAA will perform the following activities:

1. Facilitate the tower siting process per the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.
2. Conduct a Safety Risk Management (SRM) Panel in accordance with the current version of the ATO SMS Manual and provide a signed SRM document.

C. The Sponsor will perform the following activities:

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4. Provide a detailed siting report describing the location and relevant elevations for preferred sites and identify the recommended site in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.
5. Incorporate any required comments or recommendations provided by the FAA into the Sponsor's siting report.
6. Provide final draft of siting report to the FAA for review of completeness and coordination of signatures in accordance with the current version of Order 6480.4, Airport Traffic Control Tower Siting Process, or the latest approved draft.

- D. This agreement is in whole or in part funded with funding from an AIP grant [] Yes [X] No. If Yes, the grant date is: _____ and the grant number is: _____. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

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A. FAA:

1. The **FAA Western Service Area, Planning & Requirements Group, NAS Planning Team** will provide administrative oversight of this Agreement. **Russell Prout** is the **Planning Specialist** and liaison with the Sponsor and can be reached at **(206) 231-2867** or via email at **russell.prout@faa.gov**. This liaison is not authorized to make any commitment, or otherwise obligate the FAA, or authorize any changes which affect the estimated cost, period of performance, or other terms and conditions of this Agreement.
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3. The execution, amendment, and administration of this Agreement must be authorized and accomplished by the FAA's Contracting Officer, **Brad Logan** who can be reached at **(817) 222-4395** or via email at **brad.logan@faa.gov**.

B. Sponsor:

County of Riverside
Angela Jamison
4080 Lemon Street, 14th Floor
Riverside, CA 92501
Telephone: (951) 955-9418
Email: ajamison@rivco.org

ARTICLE 5. Non-Interference with Operations

The Sponsor understands and hereby agrees that any relocation, replacement, or modification of any existing or future FAA facility, system, and/or equipment covered by this Agreement during its term or any renewal thereof made necessary by Sponsor improvements, changes, or other actions which in the FAA's opinion interfere with the technical and/or operations characteristics of an FAA facility, system, and/or piece of equipment will be at the expense of the Sponsor, except when such improvements or changes are made at the written request of the FAA. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Sponsor or the FAA, the parties will determine funding responsibility.

ARTICLE 6. Property Transfer – Reserved

ARTICLE 7. Estimated Costs

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Non-Labor	
WB4020 – Siting Services	\$50,000.00
WB4040 – Travel	\$3,759.00
Non-Labor Subtotal	\$53,759.00
Non-Labor Overhead	\$4,300.72
Total Non-Labor	\$58,059.72
TOTAL ESTIMATED COST	\$58,059.72

ARTICLE 8. Period of Agreement and Effective Date

The effective date of this Agreement is the date of the last signature. This Agreement is considered complete when the final invoice is provided to the Sponsor and a refund is sent or payment is received as provided for in Article 9 of this Agreement. This Agreement will not extend more than five years beyond its effective date.

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- A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under \$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than \$1.00.
- B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.
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FAA payment remittance address using USPS or overnight method is:

Federal Aviation Administration
Reimbursable Receipts Team
800 Independence Ave S.W.
Attn: Rm 612A
Washington D.C. 20591
Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

County of Riverside
Attn: Kathy Knou
4080 Lemon Street, 14th Floor
Riverside, CA 92501
Telephone: (951) 955-0533
Email: knhou@rivco.org

- D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.
- E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

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Changes and/or amendments to this Agreement will be formalized by a written amendment that will outline in detail the exact nature of the change. Any amendment to this Agreement will be executed in writing and signed by the authorized representative of each party. The parties signing this Agreement and any subsequent amendment(s) represent that each has the authority to execute the same on behalf of their respective organizations. No oral statement by any person will be interpreted as amending or otherwise affecting the terms of the Agreement. Any party to this Agreement may request that it be amended, whereupon the parties will consult to consider such amendments.

ARTICLE 11. Termination

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, and without incurring any liability or obligation to the terminated party other than payment of amounts due and owing and performance of obligations accrued, in each case on or prior to the termination date, by giving the other party at least thirty (30) days prior written notice of termination. Payment of amounts due and owing may include all costs reimbursable under this Agreement, not previously paid, for the performance of this Agreement before the effective date of the termination; the total cost of terminating and settling contracts entered into by the FAA for the purpose of this Agreement; and any other costs necessary to terminate this Agreement. Upon receipt of a notice of termination, the receiving party will take immediate steps to stop the accrual of any additional obligations which might require payment. All funds due after termination will be netted against the advance payment and, as appropriate, a refund or bill will be issued.

ARTICLE 12. Order of Precedence

If attachments are included in this Agreement and in the event of any inconsistency between the attachments and the terms of this Agreement, the inconsistency will be resolved by giving preference in the following order:

- A. This Agreement
- B. The attachments

ARTICLE 13. Legal Authority

This Agreement is entered into under one or more of the following authorities: 49 U.S.C. § 106(l), 31 U.S. Code 6505 Intergovernmental Cooperation Act. Under these authorities, the Administrator of the FAA is authorized to enter into and perform such contracts, leases, cooperative agreements and other transactions as necessary to carry out the functions of the Administrator and the Administration on such terms and conditions as the Administrator considers appropriate. Nothing in this Agreement will be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

ARTICLE 14. Disputes

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any dispute through good faith negotiations, the dispute will be resolved by alternative dispute resolution using a method to be agreed upon by the parties. The outcome of the alternative dispute resolution will be final unless it is timely appealed to the Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding (see 49 U.S.C. § 46110).

ARTICLE 15. Warranties

The FAA makes no express or implied warranties as to any matter arising under this Agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 16. Insurance

The Sponsor will arrange by insurance or otherwise for the full protection of itself from and against all liability to third parties arising out of, or related to, its performance of this Agreement. The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf.

ARTICLE 17. Limitation of Liability

To the extent permitted by law, the Sponsor agrees to indemnify and hold harmless the FAA, its officers, agents and employees from all causes of action, suits or claims arising out of the work performed under this Agreement. However, to the extent that such claim is determined to have arisen from the act or omission by an officer, agent, or employee of the FAA acting within the scope of his or her employment, this hold harmless obligation will not apply and the provisions of the Federal Tort Claims Act, 28 U.S.C. § 2671, et seq., will control. The FAA assumes no liability for any losses arising out of any action or inaction by the Sponsor, its employees, or contractors, or any third party acting on its behalf. In no event will the FAA be liable for claims for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

ARTICLE 18. Civil Rights Act

The Sponsor will comply with Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in federally assisted programs.

ARTICLE 19. Protection of Information

The parties agree that they will take appropriate measures to identify and protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

ARTICLE 20. Security

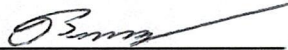
In the event that the security office determines that the security requirements under FAA Order 1600.72A applies to work under this Agreement, the FAA is responsible for ensuring that security requirements, including compliance with AMS clause 3.14.2.1, Contractor Personnel Suitability Requirements are met.

ARTICLE 21. Entire Agreement

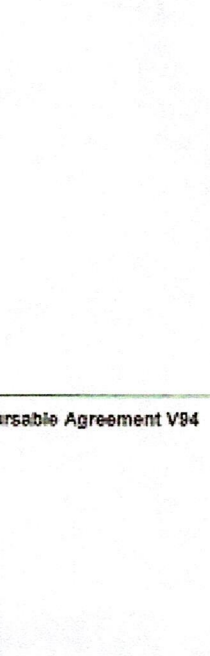
This document is the entire Agreement of the parties, who accept the terms of this Agreement as shown by their signatures below. In the event the parties duly execute any amendment to this Agreement, the terms of such amendment will supersede the terms of this Agreement to the extent of any inconsistency. Each party acknowledges participation in the negotiations and drafting of this Agreement and any amendments thereto, and, accordingly that this Agreement will not be construed more stringently against one party than against the other. If this Agreement is not executed by the Sponsor within 120 calendar days after the FAA transmits it to the Sponsor, the terms contained and set forth in this Agreement shall be null and void. Additionally, the FAA expects this agreement to be funded within 120 days of execution, if funding is not received by that date; the FAA may exercise the right to renegotiate estimated costs.

AGREED:

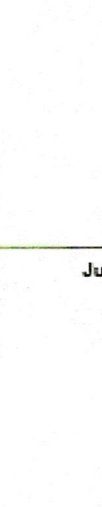
**FEDERAL AVIATION
ADMINISTRATION**

SIGNATURE 
NAME Bradley K. Logan
TITLE Contracting Officer
DATE 7/28/23

COUNTY OF RIVERSIDE

SIGNATURE 
NAME Kevin Jeffries
TITLE Chairman, Board of
Supervisors
DATE 5/9/23

FORM APPROVED COUNTY COUNSEL
BY: 
DANIELLE D. MALAND

ATTEST:
KIMBERLY A. RECTOR, Clerk
By 
DEPUTY

MAY 9 2023 3.7