

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.4
(ID # 22118)

MEETING DATE:
Tuesday, June 27, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Consulting Services Agreement Between the Riverside County Flood Control and Water Conservation District and Four Service Providers for On-Call Grant Support Services, Fiscal Years 2023/2024 Through 2025/2026, All Districts. [\$450,000 Total Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Consulting Services Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and four service providers ("Consultants") for Fiscal Years 2023/2024 through 2025/2026, plus a one-year contingency period to complete any outstanding Task Orders issued during the three-year term;

Continued on Page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 6/14/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel 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: June 27, 2023
xc: Flood

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents with each of the Consultants on behalf of the District;
3. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the company, subject to approval by County Counsel;
4. Authorize the District's General Manager-Chief Engineer to terminate the Agreement in accordance with the terms and conditions in the Agreement; and
5. Direct the Clerk of the Board to return two executed Agreements for each Consultant to the District.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|---------------------------|---------------------|
| COST | \$ 0 | \$ 150,000 | \$ 450,000 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: (see source of funds below) | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 23/24-25/26 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND

Summary

The Agreement sets the terms and conditions by which the Consultants will provide as-needed On-Call Grant Support Services in support of stormwater compliance, water quality, water conservation, watershed rehabilitation projects and enhanced outreach programs, as well as flood related hazard mitigation, floodplain management, flood risk reduction, flood emergency preparedness, emergency management and response, and post disaster recovery in the following service categories:

- Municipal Storm Sewer System ("MS4") Program Support Services - Grants
- Flood Related Emergency Management and Hazard Mitigation Grant Services

Once a contract is approved, the District will have the ability, but is under no obligation, to issue one or more Task Orders to utilize the Consultant's services on an as-needed basis. The term of the Task Order issuance remains at three years and will not be initiated after June 30, 2026. However, the Consultant will have until June 30, 2027 to complete work under Task Orders executed prior to June 30, 2026.

County Counsel has approved the Agreement as to legal form. The Consultants listed below have executed the Agreement:

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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1. Birchline Planning LLC
2. CWE
3. Stantec Consulting Services, Inc.
4. Villa Civil, APC

Impact on Residents and Businesses

The Consultant Services under this Agreement will allow the District to implement the necessary Grant Support Services for our MS4 Program Support Services and Flood Related Emergency Management and Hazard Mitigation Services. Costs incurred under this Agreement will entail no new fees, taxes or bonded indebtedness.

SOURCE OF FUNDS:

25110-947400-525440 Zone 1 Professional Services
25120-947420-525440 Zone 2 Professional Services
25130-947440-525440 Zone 3 Professional Services
25140-947460-525440 Zone 4 Professional Services
25150-947480-525440 Zone 5 Professional Services
25160-947500-525440 Zone 6 Professional Services
25170-947520-525440 Zone 7 Professional Services
25180-947540-525440 NPDES Whitewater Assessment – Professional Services

25190-947560-525440 NPDES Santa Ana Assessment – Professional Services
25200-947580-525440 NPDES Santa Margarita Assessment – Professional Services

Additional Fiscal Information

Sufficient funding is available in the District's recommended budget for Fiscal Year 2023-24 and will be included in the proposed budget(s) for Fiscal Years 2024-25 through 2025-26, as appropriate.

Contract History and Price Reasonableness

In December 2022, the District released a Request for Qualifications ("RFQ") for 2023 Grant Support Services On-Call List, in accordance with Policy H-7 guidelines. A public notice for the RFQ was published in The Press Enterprise, The Bulletin and The Sun newspapers. The RFQ was also posted on the District's website, and four firms were invited by email to participate by providing a response to the RFQ. Six firms responded and a scoring team made up of individuals from the District reviewed and scored qualifications of each respondent firm. Four firms were awarded contracts for the Grant Support Services On-Call List based on the overall responsiveness and general understanding of the RFQ requirements, the firms experience and ability, record of past performance, project team, and overall experience.

ATTACHMENTS:

1. Four Consulting Services Agreements

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SK:rlp
P8/251235


Jason Farin, Principal Management Analyst 6/21/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 6/14/2023

CONSULTING SERVICES AGREEMENT

On-Call Grant Support Services

FY 2023-24 to FY 2025-26

The Consulting Services Agreement ("Agreement") dated as of June 27, 2023 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and BIRCHLINE PLANNING LLC, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "party" and collectively as the "parties". The parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Categories A and B, as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "B", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "C"). CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment

or approval of any subsequent Task Order(s).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall become effective on July 1, 2023 and shall remain in

effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$75,000 over the entire term of this Agreement.

6. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) days of receipt of CONSULTANT's invoice. **DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner.**

7. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

- A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).
- B. Billing Period – (indicating the date(s) when the services were rendered). Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within forty-five (45) business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

CONSULTANT shall commence performance of the services for each Task Order upon receipt of DISTRICT's approved Task Order.

B. Time of Completion

Time is of the essence in the performance of this Agreement. CONSULTANT shall complete services in accordance with the schedule(s) set forth in the approved Task Order(s).

9. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

10. STANDARD OF CARE

While performing the services, CONSULTANT shall exercise the reasonable

professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the State of California, and shall use reasonable diligence and best judgment while exercising CONSULTANT's professional skill and expertise. By executing this Agreement, CONSULTANT represents and maintains that CONSULTANT has the necessary experience and expertise to skillfully perform all services, duties and obligations required by this Agreement and to fully and adequately complete each approved Task Order.

11. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms

of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT upon request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

12. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

13. NOTICES

Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Finance Division

BIRCHLINE PLANNING LLC
3522 Udall Street
San Diego, CA 92106
Attn: Julie Beth Hinds

14. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished

with 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. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, 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.

Without limiting or diminishing CONSULTANT's obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

- A. Workers' Compensation: If CONSULTANT has employees as defined by the State of California, CONSULTANT 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. Policy shall be endorsed to waive subrogation in favor of DISTRICT.
- 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 CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as additional insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT 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 DISTRICT as additional insureds.
- D. Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for as long as the law allows.
- E. General Insurance Provisions – All Lines:
- i. 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 an A:VIII (A:8) unless such requirements are waived, in writing, by DISTRICT's Risk Manager. If DISTRICT'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.

- ii. CONSULTANT 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 DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of DISTRICT's Risk Manager, CONSULTANT's carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 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 DISTRICT Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such

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

- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT 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 coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- v. It is understood and agreed by the Parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if, in

DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT 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.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, reports and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, maps, exhibits, reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such material, in whole or in part, and to authorize others to do so, provided written credit

is given the author.

16. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and back-checked, and all pertinent job related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

17. TERMINATION

At any time during the term of this Agreement, DISTRICT may:

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) business days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) business days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, DISTRICT

may proceed with the work in any such manner it deems appropriate.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop all work under this Agreement on the date specified in the Notice of Termination; and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, equipment, files, records, data or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provisions of this Agreement, CONSULTANT'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 CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 29 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order on the date specified in the Notice of Termination; and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates an approved Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under the Task Order as the services actually bear to the total services necessary for performance of the Task Order.

18. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer, or in his/her absence his/her duly authorized representative ("Authorized Signatory"). Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and

review CONSULTANT's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

19. PREVAILING WAGE

CONSULTANT shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any

interested person upon request.

20. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

21. SUBCONTRACTING

CONSULTANT may, at CONSULTANT's own expense, retain or employ sub-consultants to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.

Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, become unavailable, CONSULTANT may substitute other sub-consultants of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-consultant, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

In the event CONSULTANT subcontracts any portion of CONSULTANT's duties under this Agreement, CONSULTANT shall require its sub-consultants to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs sub-consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the sub-consultant's work performed or services provided pursuant to this Agreement.

22. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work

or services. Extra work done or services performed without a new or revised Task Order from DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, shall be considered unauthorized and shall not be paid for by DISTRICT.

At any time during the performance of an approved Task Order, DISTRICT may request that CONSULTANT perform extra services. Any work which is determined by DISTRICT to be necessary for the proper completion of the approved Task Order, but which neither CONSULTANT nor DISTRICT reasonably anticipated would be necessary at the time the scope of services for the assigned Task Order was approved, must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

23. DISPUTES

A. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed

without delay to perform the work or to conform to the order, instruction or decision. However, if CONSULTANT finds such order, instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.

- B. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement may be settled by arbitration, provided that the parties hereto mutually agree to submit to arbitration.
- C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

24. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or

testamentary disposition on the partner's death; 3) by a gift to a partner's spouse or children, to a trustee for the partner's spouse or children, or both; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.

- B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least thirty (30) days prior to the occurrence of such event.

25. CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

26. JURISDICTION/LAW/SEVERABILITY

This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

Any legal action, in law or equity, related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for 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. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

27. WAIVER

Any waiver by DISTRICT 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 any other term thereof. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT from enforcement hereof.

28. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he/she may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

29. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT's fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CONSULTANT. In the

event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Section 5 (COMPENSATION) and Section 6 (PAYMENT).

30. INDEMNIFICATION

A. Basic Indemnity

To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, 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 and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its Subconsultants or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, 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 whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

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

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 31. B. below.

CONSULTANT shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its 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 with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

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

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify and hold harmless DISTRICT, 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 all liability and any and all Losses that arise out of, pertain to, or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not

required under the provisions of this section.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against the Indemnities, any loss, suits, claims, demands, actions or proceedings to the extent and in proportion to the percentage such costs and fees arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness or willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

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

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT 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 with the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CONSULTANT from indemnifying DISTRICT to the fullest extent allowed by law.

- C. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in Sections 31, A and B from each and every Subconsultant of every Tier. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

31. EDD REPORTING REQUIREMENTS

In order to comply with child support enforcement requirements of the State of

California, DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within ten (10) days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT 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 CONSULTANT 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 CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT 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.

32. FORCE MAJEURE

If either of the Parties cannot 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.

33. DELEGATION OF AUTHORITY

Upon execution of this Agreement and in DISTRICT's General Manager-Chief Engineer's absence, DISTRICT's: Assistant Chief Engineers, Chief of Finance, and Chief of Development Services, are designated as Authorized Signatory(ies) and shall

be authorized to sign and approve Task Orders issued under this Agreement. This authority is given only for Task Orders that directly impact or relate to the Division of the Chief holding the signatory authority. Any changes to the approved scope of services of a Task Order issued under this Agreement must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES). The duration of this delegation shall not exceed the Term of Agreement.

34. RECORD RETENTION/AUDIT

CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents, including records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement, for at least five (5) years following the termination of this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

35. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical or other data and information made available to CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any third parties and shall be protected by CONSULTANT from unauthorized use and disclosure. The only exception to this shall be if disclosure is

approved in advance in writing by DISTRICT or if the disclosure is made to CONSULTANT's subcontractors as anticipated by this Agreement. CONSULTANT shall observe all federal, state and county laws, and county policies concerning confidentiality of records.

CONSULTANT shall refer all requests for information to DISTRICT. These same requirements shall be applicable to any of CONSULTANT's subcontractors. CONSULTANT shall include the requirements stated in this Section of this Agreement with any of its subcontractors.

36. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the Parties herein.

37. COUNTERPARTS: ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital

signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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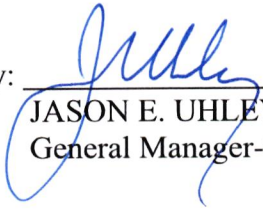
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on:


6/27/23

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: 
JASON E. UHLEY
General Manager-Chief Engineer

By: 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By: 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By: 
Deputy

(SEAL)

Consulting Services Agreement-Grant Support Services
FY 2023-24 to FY 2025-26
SK:blm
05/17/23

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BIRCHLINE PLANNING LLC

By: 
JULI BETH HINDS
Chief Executive Manager

Consulting Services Agreement-Grant Support Services
FY 2023-24 to FY 2025-26
SK:blm
05/17/23

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on:

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

By: _____
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By: _____
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By: _____
Deputy

(SEAL)

Consulting Services Agreement-Grant Support Services
FY 2023-24 to FY 2025-26
SK:blm
05/17/23

ATTACHMENT A

Service Category A. MS4 SUPPORT SERVICES – GRANTS

**Table A-1
SERVICE CATEGORY CHECKLIST
MS4 SUPPORT SERVICES - GRANTS**

| TASK | | CONDUCT | SUB-CONSULT |
|--------------------------------------|------------------|--------------------------|--------------------------|
| <i>Check All Applicable Services</i> | | | |
| A.1 | Grant Management | <input type="checkbox"/> | <input type="checkbox"/> |

Service Category B. FLOOD RELATED EMERGENCY MANAGEMENT AND HAZARD MITIGATION GRANT SERVICES

**Table B-1
SERVICE CATEGORY CHECKLIST
FLOOD RELATED EMERGENCY MANAGEMENT AND
HAZARD MITIGATION GRANT SERVICES**

| TASK | | CONDUCT | SUB-CONSULT |
|--------------------------------------|---------------------------|--------------------------|--------------------------|
| <i>Check All Applicable Services</i> | | | |
| B.1 | Pre-Award Grant Services | <input type="checkbox"/> | <input type="checkbox"/> |
| B.2 | Post-Award Grant Services | <input type="checkbox"/> | <input type="checkbox"/> |

ATTACHMENT B

MS4 SUPPORT SERVICES – GRANTS

Task A.1 Grant Management

The District is seeking a Contractor/Consultant to provide grant management services with the purpose of obtaining funds for furthering objectives of MS4 permits and projects listed in Stormwater Resource Plans and Integrated Regional Watershed Management Plans. Project categories could include but not limited to: stormwater infrastructure, water conservation initiatives, watershed restoration, geographic information system program development and public engagement.

The consultant shall provide professional support and assistance for the following:

1. Preparing and submitting grant applications and support to fulfill administration requirements at set milestones to receive any awarded funds.
2. Funding needs analysis. Work with the District and permittees to assess the validity of current funding priority areas and identify new priority areas for funding.
3. Grant funding research – Conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies, and organizations that support the funding needs and priorities in the following general areas but not limited to:
 - Infrastructure Development and Maintenance
 - Stormwater Best Management Practices (BMP's)
 - Stormwater Capture and Use Projects
 - Watershed Restoration
 - Water Conservation Initiatives or Projects
 - Transportation improvements that may include water conservation landscape, green belts, trash capture design, increased nature-based recreation, enhanced bicycle, pedestrian or community trails.
 - Redevelopment projects that may include community beautification, low-impact development features, litter abatement and public awareness campaigns.
4. Grant proposal development – Provide writing services associated with:
 - Grant application review and preparing a timeline and chart of tasks for grant submission
 - Researching grants for which the District meets application criteria, preparing and submitting grant applications, reviewing District and partner agencies common business practice to reduce grant management documentation needs and fulfilling administration requirements for successful grants.
 - Ensuring that letters of support and other required certifications or documents are submitted with the grant timeline.
 - Writing all sections of a grant applications and completing grant applications on behalf of the District, including the preparation of funding abstracts, production, and submittal of applications to funding sources.

ATTACHMENT B

- Completing tasks (including but not limited to reports and budgets) for post award
 - administration and accountability in accordance with the grant timeline.
5. Monthly reports – The successful contractor/consultant shall submit monthly reports to the District summarizing the amount of time expended and describe activities undertaken during the previous month.

FLOOD RELATED EMERGENCY MANAGEMENT AND HAZARD MITIGATION GRANT SERVICES

Task B.1 Pre-Award Grant Services

At the direction of the Emergency Management Division, the Consultant(s) shall provide services associated with developing and requesting grant funding. Tasks may include, but are not limited to:

- Research, develop, and prepare grant applications and/or other public assistance documents as directed by the Emergency Management Division.
- Collaborate with the Emergency Management Division on project formulation, information gathering, project development (e.g., developing projects' scope, size, budget, schedule), and project submittals.
- Coordinate Benefit-Cost Analysis (BCA) with Emergency Management Division staff.
- Attend workshops and meeting related to the development and submission of the grant applications.

Task B.2 Post-Award Grant Services

At the direction of the Emergency Management Division, the Consultant(s) shall provide services associated with administering awarded grant funding. Tasks may include, but are not limited to:

- Develop program guidelines, policies, procedures, implementation plans, project charters, or other pertinent documents
- Provide technical assistance to support the implementation of grant-funded projects/activities.
- Provide technical assistance related to compliance with specific grant or any applicable federal, state, or local laws, rules, regulations, ordinances, or requirements (e.g., 2 CFR 200, authorizing bonds/statutes, program guidance).
- Draft and/or review progress reports for accuracy and completeness.
- Review draft grant invoices/reimbursement requests for accuracy, eligibility with grant requirements and sufficiency/appropriateness of backup documentation.
- Assist with the negotiation and submission of grant budget, scope, and schedule/timeline amendment requests.
- Review and provide guidance on grant eligible costs, and provide analysis on opportunities to fully utilize existing grant money.
- Participate in meetings and/or teleconferences with the District and/or funding agencies on issues related to grant management.
- Conduct site visits and monitoring (e.g., technical meetings, desk audits/compliance reviews, field compliance reviews) of grant-funded projects/activities and/or subawardees/subrecipients.
- Monitor and evaluate the progress of the grant-funded projects/activities in accordance with the approved scope of work, budget and schedule/timeline.
- Review data and records for compliance with grant requirements.
- Review, advise on and/or assist with the management of the closeout process.
- Assist with audit preparation, requests, and requirements.

ATTACHMENT C

TASK ORDER APPROVAL

CONSULTANT: **@**

PROJECT NAME: **@**

The Scope of Services for this Task Order, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated @ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" (incorporated herein by this reference) for a fee amount of @ unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "B" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated _____
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

@(Company)(Bold And Cap)

By: _____
@(name)
@(title)

@@@:@@@
P8/@@@@

CONSULTING SERVICES AGREEMENT

On-Call Grant Support Services

FY 2023-24 to FY 2025-26

The Consulting Services Agreement ("Agreement") dated as of June 27, 2023 is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and CWE, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "party" and collectively as the "parties". The parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Categories A and B, as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "B", on an on-call basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "C"). CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment or approval of any

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subsequent Task Order(s).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall become effective on July 1, 2023 and shall remain in effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$150,000 over the entire term of this Agreement.

6. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) days of receipt of CONSULTANT's invoice. **DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner.**

7. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

A. Purchase Order Number associated with the approved Task Order (as provided by DISTRICT).

B. Billing Period (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within forty-five (45) business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

CONSULTANT shall commence performance of the services for each Task Order upon receipt of DISTRICT's approved Task Order.

B. Time of Completion

Time is of the essence in the performance of this Agreement. CONSULTANT shall complete services in accordance with the schedule(s) set forth in the approved Task Order(s).

9. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

10. STANDARD OF CARE

While performing the services, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the State of California, and shall use reasonable diligence and best judgment while exercising CONSULTANT's professional skill and expertise. By executing this Agreement, CONSULTANT represents and maintains that CONSULTANT has the necessary experience and expertise to skillfully perform all services, duties and obligations required by this Agreement and to fully and adequately complete each approved Task Order.

11. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event CONSULTANT receives payment under this

Agreement which is later disallowed by DISTRICT for nonconformance with the terms of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT upon request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

12. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

13. NOTICES

Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Finance Division

CWE
1561 E. Orangethorpe Avenue,
Suite 240
Fullerton, CA 92831
Attn: Vik Bapna/Katie Harrel

14. REQUIRED INSURANCE

CONSULTANT shall not commence operations until DISTRICT has been furnished with 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. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, 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.

Without limiting or diminishing CONSULTANT's obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

- A. Workers' Compensation: If CONSULTANT has employees as defined by the State of California, CONSULTANT 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. Policy shall be endorsed to waive subrogation in favor of DISTRICT.
- 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 CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as additional insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT 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 DISTRICT as additional insureds.
- D. Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue for as long as the law allows.
- E. General Insurance Provisions – All Lines:
- i. 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 an A:VIII (A:8) unless such requirements are waived, in writing, by DISTRICT's Risk Manager. If DISTRICT'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.

- ii. CONSULTANT 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 DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of DISTRICT's Risk Manager, CONSULTANT's carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 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 DISTRICT Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such

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

- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT 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 coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- v. It is understood and agreed by the Parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if, in

DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT 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.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, reports and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, maps, exhibits, reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such material, in whole or in part, and to authorize others to do so, provided written credit

is given the author.

16. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and back-checked, and all pertinent job related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

17. TERMINATION

At any time during the term of this Agreement, DISTRICT may:

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) business days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) business days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, DISTRICT may proceed with the work in any such manner it deems appropriate.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop all work under this Agreement on the date specified in the Notice of Termination and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, equipment, files, records, data or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provisions of this Agreement, CONSULTANT'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 CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 29 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon

providing CONSULTANT fourteen (14) days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order on the date specified in the Notice of Termination and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates an approved Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under the Task Order as the services actually bear to the total services necessary for performance of the Task Order.

18. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer, or in his/her absence his/her duly authorized representative ("Authorized Signatory"). Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and review CONSULTANT's work in progress at any reasonable time. All reports,

working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

19. PREVAILING WAGE

CONSULTANT shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any interested person upon request.

20. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

21. SUBCONTRACTING

CONSULTANT may, at CONSULTANT's own expense, retain or employ sub-consultants to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.

Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, become unavailable, CONSULTANT may substitute other sub-consultants of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-consultant, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

In the event CONSULTANT subcontracts any portion of CONSULTANT's duties under this Agreement, CONSULTANT shall require its sub-consultants to comply

with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs sub-consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the sub-consultant's work performed or services provided pursuant to this Agreement.

22. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task Order from DISTRICT's General Manager-Chief Engineer, or in his/her absence by

Authorized Signatory, shall be considered unauthorized and shall not be paid for by DISTRICT.

At any time during the performance of an approved Task Order, DISTRICT may request that CONSULTANT perform extra services. Any work which is determined by DISTRICT to be necessary for the proper completion of the approved Task Order, but which neither CONSULTANT nor DISTRICT reasonably anticipated would be necessary at the time the scope of services for the assigned Task Order was approved, must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

23. DISPUTES

A. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed without delay to perform the work or to conform to the order, instruction or decision. However, if CONSULTANT finds such order, instruction or decision

unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.

- B. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement may be settled by arbitration, provided that the parties hereto mutually agree to submit to arbitration.
- C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

24. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT's Board of Supervisors. The following events shall not be deemed an assignment and would not require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or testamentary disposition on the partner's death; 3) by a gift to a partner's spouse or children, to a trustee for the partner's spouse or children, or both; 4) to a

corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.

- B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least thirty (30) days prior to the occurrence of such event.

25. CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

26. JURISDICTION/LAW/SEVERABILITY

This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

Any legal action, in law or equity, related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for 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. Prior to the filing of any legal action, the

parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

27. WAIVER

Any waiver by DISTRICT 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 any other term thereof. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT from enforcement hereof.

28. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he/she may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

29. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT's fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its costs in accordance with Section 5 (COMPENSATION) and Section 6 (PAYMENT).

30. INDEMNIFICATIONA. Basic Indemnity

To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, 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 and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its subconsultants or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, 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 whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

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

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions or

proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 31. B. below.

CONSULTANT shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its 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 with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the

Indemnitees herein from third party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify and hold harmless DISTRICT, 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 all liability and any and all Losses that arise out of, pertain to or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT, its subconsultants or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity, provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.

As respects each and every indemnification herein, CONSULTANT shall defend

and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against the Indemnitees, any loss, suits, claims, demands, actions or proceedings to the extent and in proportion to the percentage such costs and fees arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness or willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

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

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT 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 with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever

limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CONSULTANT from indemnifying DISTRICT to the fullest extent allowed by law.

- C. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in sections 31, A and B from each and every Subconsultant of every Tier. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

31. EDD REPORTING REQUIREMENTS

In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department ("EDD"). CONSULTANT

agrees to furnish the required data and certifications to DISTRICT within ten (10) days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT 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 CONSULTANT 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 CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT 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.

32. FORCE MAJEURE

If either of the Parties cannot 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.

33. DELEGATION OF AUTHORITY

Upon execution of this Agreement and in DISTRICT's General Manager-Chief Engineer's absence, DISTRICT's: Assistant Chief Engineers, Chief of Finance, and Chief of Development Services, are designated as Authorized Signatory(ies) and shall be authorized to sign and approve Task Orders issued under this Agreement. This authority is given only for Task Orders that directly impact or relate to the Division of

the Chief holding the signatory authority. Any changes to the approved scope of services of a Task Order issued under this Agreement must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES). The duration of this delegation shall not exceed the Term of Agreement.

34. RECORD RETENTION/AUDIT

CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents, including records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement, for at least five (5) years following the termination of this Agreement. These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

35. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical or other data and information made available to CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any third parties and shall be protected by CONSULTANT from unauthorized use and disclosure. The only exception to this shall be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is made to CONSULTANT's subcontractors as anticipated by this Agreement. CONSULTANT shall observe all federal, state and county laws, and county policies concerning confidentiality of records.

CONSULTANT shall refer all requests for information to DISTRICT. These same requirements shall be applicable to any of CONSULTANT's subcontractors. CONSULTANT shall include the requirements stated in this Section of this Agreement with any of its subcontractors.

36. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the Parties herein.

37. COUNTERPARTS: ELECTRONIC SIGNATURES

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

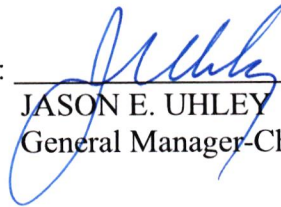
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

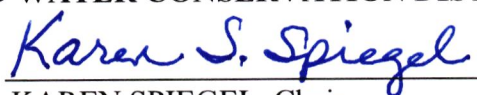
6/27/23

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: 
JASON E. UHLEY
General Manager-Chief Engineer

By: 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By: 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By: 
Deputy

(SEAL)

Consulting Services Agreement-Grant Support Services
FY 2023-24 to FY 2025-26
SK:blm
05/16/23

JUN 27 2023 11.4

CWE



VIKRAM BAPNA
Principal/Chief Executive Officer/Chief
Financial Officer



JASON PEREIRA
Principal/President/Secretary

Consulting Services Agreement-Grant Support Services
FY 2023-24 to FY 2025-26
SK:blm
05/16/23

ATTACHMENT A

Service Category A. MS4 SUPPORT SERVICES – GRANTS

Table A-1
SERVICE CATEGORY CHECKLIST
MS4 SUPPORT SERVICES - GRANTS

| TASK | | CONDUCT | SUB-CONSULT |
|--------------------------------------|------------------|--------------------------|--------------------------|
| <i>Check All Applicable Services</i> | | | |
| A.1 | Grant Management | <input type="checkbox"/> | <input type="checkbox"/> |

Service Category B. FLOOD RELATED EMERGENCY MANAGEMENT AND HAZARD MITIGATION GRANT SERVICES

Table B-1
SERVICE CATEGORY CHECKLIST
FLOOD RELATED EMERGENCY MANAGEMENT AND
HAZARD MITIGATION GRANT SERVICES

| TASK | | CONDUCT | SUB-CONSULT |
|--------------------------------------|---------------------------|--------------------------|--------------------------|
| <i>Check All Applicable Services</i> | | | |
| B.1 | Pre-Award Grant Services | <input type="checkbox"/> | <input type="checkbox"/> |
| B.2 | Post-Award Grant Services | <input type="checkbox"/> | <input type="checkbox"/> |

ATTACHMENT B

MS4 SUPPORT SERVICES – GRANTS

Task A.1 Grant Management

The District is seeking a Contractor/Consultant to provide grant management services with the purpose of obtaining funds for furthering objectives of MS4 permits and projects listed in Stormwater Resource Plans and Integrated Regional Watershed Management Plans. Project categories could include but not limited to: stormwater infrastructure, water conservation initiatives, watershed restoration, geographic information system program development and public engagement.

The consultant shall provide professional support and assistance for the following:

1. Preparing and submitting grant applications and support to fulfill administration requirements at set milestones to receive any awarded funds.
2. Funding needs analysis. Work with the District and permittees to assess the validity of current funding priority areas and identify new priority areas for funding.
3. Grant funding research – Conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies, and organizations that support the funding needs and priorities in the following general areas but not limited to:
 - Infrastructure Development and Maintenance
 - Stormwater Best Management Practices (BMP's)
 - Stormwater Capture and Use Projects
 - Watershed Restoration
 - Water Conservation Initiatives or Projects
 - Transportation improvements that may include water conservation landscape, green belts, trash capture design, increased nature-based recreation, enhanced bicycle, pedestrian or community trails.
 - Redevelopment projects that may include community beautification, low-impact development features, litter abatement and public awareness campaigns.
4. Grant proposal development – Provide writing services associated with:
 - Grant application review and preparing a timeline and chart of tasks for grant submission
 - Researching grants for which the District meets application criteria, preparing and submitting grant applications, reviewing District and partner agencies common business practice to reduce grant management documentation needs and fulfilling administration requirements for successful grants.
 - Ensuring that letters of support and other required certifications or documents are submitted with the grant timeline.
 - Writing all sections of a grant applications and completing grant applications on behalf of the District, including the preparation of funding abstracts, production, and submittal of applications to funding sources.

ATTACHMENT B

- Completing tasks (including but not limited to reports and budgets) for post award
 - administration and accountability in accordance with the grant timeline.
5. Monthly reports – The successful contractor/consultant shall submit monthly reports to the District summarizing the amount of time expended and describe activities undertaken during the previous month.

FLOOD RELATED EMERGENCY MANAGEMENT AND HAZARD MITIGATION GRANT SERVICES

Task B.1 Pre-Award Grant Services

At the direction of the Emergency Management Division, the Consultant(s) shall provide services associated with developing and requesting grant funding. Tasks may include, but are not limited to:

- Research, develop, and prepare grant applications and/or other public assistance documents as directed by the Emergency Management Division.
- Collaborate with the Emergency Management Division on project formulation, information gathering, project development (e.g., developing projects' scope, size, budget, schedule), and project submittals.
- Coordinate Benefit-Cost Analysis (BCA) with Emergency Management Division staff.
- Attend workshops and meeting related to the development and submission of the grant applications.

Task B.2 Post-Award Grant Services

At the direction of the Emergency Management Division, the Consultant(s) shall provide services associated with administering awarded grant funding. Tasks may include, but are not limited to:

- Develop program guidelines, policies, procedures, implementation plans, project charters, or other pertinent documents
- Provide technical assistance to support the implementation of grant-funded projects/activities.
- Provide technical assistance related to compliance with specific grant or any applicable federal, state, or local laws, rules, regulations, ordinances, or requirements (e.g., 2 CFR 200, authorizing bonds/statutes, program guidance).
- Draft and/or review progress reports for accuracy and completeness.
- Review draft grant invoices/reimbursement requests for accuracy, eligibility with grant requirements and sufficiency/appropriateness of backup documentation.
- Assist with the negotiation and submission of grant budget, scope, and schedule/timeline amendment requests.
- Review and provide guidance on grant eligible costs, and provide analysis on opportunities to fully utilize existing grant money.
- Participate in meetings and/or teleconferences with the District and/or funding agencies on issues related to grant management.
- Conduct site visits and monitoring (e.g., technical meetings, desk audits/compliance reviews, field compliance reviews) of grant-funded projects/activities and/or subawardees/subrecipients.
- Monitor and evaluate the progress of the grant-funded projects/activities in accordance with the approved scope of work, budget and schedule/timeline.
- Review data and records for compliance with grant requirements.
- Review, advise on and/or assist with the management of the closeout process.
- Assist with audit preparation, requests, and requirements.

ATTACHMENT C
TASK ORDER APPROVAL

CONSULTANT: **@**

PROJECT NAME: **@**

The Scope of Services for this Task Order, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated @ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" (incorporated herein by this reference) for a fee amount of @ unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "B" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated _____
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

@(Company)(Bold And Cap)

By: _____
@(name)
@(title)

@@@:@@@
P8/@@@@

CONSULTING SERVICES AGREEMENT

On-Call Grant Support Services

FY 2023-24 to FY 2025-26

The Consulting Services Agreement ("Agreement") dated as of June, 27, 2023

entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and STANTEC CONSULTING SERVICES INC., hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "Party" and collectively as the "Parties". The Parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Categories A and B, as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "B", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "C"). CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment

or approval of any subsequent Task Order(s).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall become effective on July 1, 2023 and shall remain in

effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$150,000 over the entire term of this Agreement.

6. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) days of receipt of CONSULTANT's invoice. **DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner.**

7. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).

B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within forty-five (45) business days of Task Order completion.

Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

CONSULTANT shall commence performance of the services for each Task Order upon receipt of DISTRICT's approved Task Order.

B. Time of Completion

Time is of the essence in the performance of this Agreement. CONSULTANT shall complete services in accordance with the schedule(s) set forth in the approved Task Order(s).

9. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

10. STANDARD OF CARE

While performing the services, CONSULTANT shall exercise the reasonable

professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the State of California, and shall use reasonable diligence and best judgment while exercising CONSULTANT's professional skill and expertise. By executing this Agreement, CONSULTANT represents and maintains that CONSULTANT has the necessary experience and expertise to skillfully perform all services, duties and obligations required by this Agreement and to fully and adequately complete each approved Task Order.

11. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms

of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT upon request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

12. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

13. NOTICES

Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Finance Division

STANTEC CONSULTING
SERVICES INC.
300 North Lake Avenue, Suite 240
Pasadena, CA 91101
Attn: Amy Broughton

14. REQUIRED INSURANCE CONSULTANT shall not commence operations until DISTRICT has been furnished with 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. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, 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.

Without limiting or diminishing CONSULTANT's obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

- A. Workers' Compensation: If CONSULTANT has employees as defined by the State of California, CONSULTANT 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. Policy shall be endorsed to waive subrogation in favor of DISTRICT.
- 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 CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as additional insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT 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 DISTRICT as additional insureds.
- D. Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for as long as the law allows.
- E. General Insurance Provisions – All Lines:
- i. 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 an A:VIII (A:8) unless such requirements are waived, in writing, by DISTRICT's Risk Manager. If DISTRICT'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.

- ii. CONSULTANT 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 DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of DISTRICT's Risk Manager, CONSULTANT's carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 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 DISTRICT Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such

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

- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT 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 coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- v. It is understood and agreed by the Parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if, in

DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT 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.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, reports and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, maps, exhibits, reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the Parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the Parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such material, in whole or in part, and to authorize others to do so, provided written credit

is given the author.

16. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and back-checked, and all pertinent job related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

17. TERMINATION

At any time during the term of this Agreement, DISTRICT may:

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) business days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) business days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, DISTRICT

may proceed with the work in any such manner it deems appropriate.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop all work under this Agreement on the date specified in the Notice of Termination; and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, equipment, files, records, data or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provisions of this Agreement, CONSULTANT'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 CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 29 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order on the date specified in the Notice of Termination; and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates an approved Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under the Task Order as the services actually bear to the total services necessary for performance of the Task Order.

18. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer, or in his/her absence his/her duly authorized representative ("Authorized Signatory"). Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and

review CONSULTANT's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

19. PREVAILING WAGE

CONSULTANT shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any

interested person upon request.

20. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

21. SUBCONTRACTING

CONSULTANT may, at CONSULTANT's own expense, retain or employ sub-consultants to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.

Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, become unavailable, CONSULTANT may substitute other sub-consultants of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-consultant, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

In the event CONSULTANT subcontracts any portion of CONSULTANT's duties

under this Agreement, CONSULTANT shall require its sub-consultants to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs sub-consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the sub-consultant's work performed or services provided pursuant to this Agreement.

22. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task

Order from DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, shall be considered unauthorized and shall not be paid for by DISTRICT.

At any time during the performance of an approved Task Order, DISTRICT may request that CONSULTANT perform extra services. Any work which is determined by DISTRICT to be necessary for the proper completion of the approved Task Order, but which neither CONSULTANT nor DISTRICT reasonably anticipated would be necessary at the time the scope of services for the assigned Task Order was approved, must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

23. DISPUTES

A. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed without delay to perform the work or to conform to the order, instruction or

decision. However, if CONSULTANT finds such order, instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.

- B. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement may be settled by arbitration, provided that the Parties hereto mutually agree to submit to arbitration.
- C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

24. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or testamentary disposition on the partner's death; 3) by a gift to a partner's spouse

or children, to a trustee for the partner's spouse or children, or both; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.

- B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least thirty (30) days prior to the occurrence of such event.

25. CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

26. JURISDICTION/LAW/SEVERABILITY

This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

Any legal action, in law or equity, related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for 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. Prior to the filing of any legal action, the Parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

27. WAIVER

Any waiver by DISTRICT 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 any other term thereof. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT from enforcement hereof.

28. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he/she may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

29. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT's fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its

costs in accordance with Section 5 (COMPENSATION) and Section 6 (PAYMENT).

30. INDEMNIFICATION

A. Basic Indemnity

To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, 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 and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its Subconsultants or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, 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 whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

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

CONSULTANT further agrees to and shall indemnify and hold harmless

the Indemnitees from all liability arising from suits, claims, demands, actions or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 31. B. below.

CONSULTANT shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its 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 with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way

limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein from third Party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify and hold harmless DISTRICT, 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 all liability and any and all Losses that arise out of, pertain to, or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against the Indemnitees, any loss, suits, claims, demands, actions or proceedings to the extent and in proportion to the percentage such costs and fees arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness or willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a Party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

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

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT 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 with the prior consent of DISTRICT; provided, however,

that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third Party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CONSULTANT from indemnifying DISTRICT to the fullest extent allowed by law.

- C. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in Sections 31, A and B from each and every Subconsultant of every Tier. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

31. EDD REPORTING REQUIREMENTS

In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s)

form DE 542 to the Employment Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within ten (10) days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT 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 CONSULTANT 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 CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT 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.

32. FORCE MAJEURE

If either of the Parties cannot 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.

33. DELEGATION OF AUTHORITY

Upon execution of this Agreement and in DISTRICT's General Manager-Chief Engineer's absence, DISTRICT's: Assistant Chief Engineers, Chief of Finance, and Chief of Development Services, are designated as Authorized Signatory(ies) and shall be authorized to sign and approve Task Orders issued under this Agreement. This

authority is given only for Task Orders that directly impact or relate to the Division of the Chief holding the signatory authority. Any changes to the approved scope of services of a Task Order issued under this Agreement must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES). The duration of this delegation shall not exceed the Term of Agreement.

34. RECORD RETENTION/AUDIT

CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents, including records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement, for at least five (5) years following the termination of this Agreement.

These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.

CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

35. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical or other data and information made available to CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any third Parties and shall be protected by CONSULTANT from unauthorized use and disclosure. The only exception to this shall be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is made to

CONSULTANT's subcontractors as anticipated by this Agreement. CONSULTANT shall observe all federal, state and county laws, and county policies concerning confidentiality of records.

CONSULTANT shall refer all requests for information to DISTRICT. These same requirements shall be applicable to any of CONSULTANT's subcontractors. CONSULTANT shall include the requirements stated in this Section of this Agreement with any of its subcontractors.

36. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the Parties herein.

37. COUNTERPARTS: ELECTRONIC SIGNATURES

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

using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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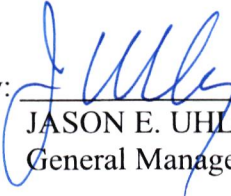
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on:

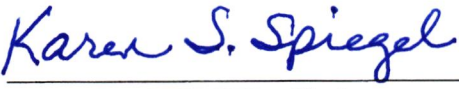
4/27/23

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: 
JASON E. UHLEY
General Manager-Chief Engineer

By: 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By: 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By: 
Deputy

(SEAL)

Consulting Services Agreement-Grant Support Services
FY 2023-24 to FY 2025-26
SK:blm
05/17/23

JUN 27 2023 11.4

STANTEC CONSULTING SERVICES INC.

By:  6/6/23

AMY BROUGHTON
Senior Principal

Consulting Services Agreement-Grant Support Services
FY 2023-24 to FY 2025-26
SK:blm
05/17/23

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on:

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

By: _____
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By: _____
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By: _____
Deputy

(SEAL)

Consulting Services Agreement-Grant Support Services
FY 2023-24 to FY 2025-26
SK:blm
05/17/23

ATTACHMENT A

Service Category A. MS4 SUPPORT SERVICES – GRANTS

**Table A-1
SERVICE CATEGORY CHECKLIST
MS4 SUPPORT SERVICES - GRANTS**

| TASK | | CONDUCT | SUB- CONSUL T |
|--------------------------------------|------------------|--------------------------|--------------------------|
| <i>Check All Applicable Services</i> | | | |
| A.1 | Grant Management | <input type="checkbox"/> | <input type="checkbox"/> |

Service Category B. FLOOD RELATED EMERGENCY MANAGEMENT AND HAZARD MITIGATION GRANT SERVICES

**Table B-1
SERVICE CATEGORY CHECKLIST
FLOOD RELATED EMERGENCY MANAGEMENT AND
HAZARD MITIGATION GRANT SERVICES**

| TASK | | CONDUCT | SUB- CONSUL T |
|--------------------------------------|---------------------------|--------------------------|--------------------------|
| <i>Check All Applicable Services</i> | | | |
| B.1 | Pre-Award Grant Services | <input type="checkbox"/> | <input type="checkbox"/> |
| B.2 | Post-Award Grant Services | <input type="checkbox"/> | <input type="checkbox"/> |

ATTACHMENT B

MS4 SUPPORT SERVICES – GRANTS

Task A.1 Grant Management

The District is seeking a Contractor/Consultant to provide grant management services with the purpose of obtaining funds for furthering objectives of MS4 permits and projects listed in Stormwater Resource Plans and Integrated Regional Watershed Management Plans. Project categories could include but not limited to: stormwater infrastructure, water conservation initiatives, watershed restoration, geographic information system program development and public engagement.

The consultant shall provide professional support and assistance for the following:

1. Preparing and submitting grant applications and support to fulfill administration requirements at set milestones to receive any awarded funds.
2. Funding needs analysis. Work with the District and permittees to assess the validity of current funding priority areas and identify new priority areas for funding.
3. Grant funding research – Conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies, and organizations that support the funding needs and priorities in the following general areas but not limited to:
 - Infrastructure Development and Maintenance
 - Stormwater Best Management Practices (BMP's)
 - Stormwater Capture and Use Projects
 - Watershed Restoration
 - Water Conservation Initiatives or Projects
 - Transportation improvements that may include water conservation landscape, green belts, trash capture design, increased nature-based recreation, enhanced bicycle, pedestrian or community trails.
 - Redevelopment projects that may include community beautification, low-impact development features, litter abatement and public awareness campaigns.
4. Grant proposal development – Provide writing services associated with:
 - Grant application review and preparing a timeline and chart of tasks for grant submission
 - Researching grants for which the District meets application criteria, preparing and submitting grant applications, reviewing District and partner agencies common business practice to reduce grant management documentation needs and fulfilling administration requirements for successful grants.
 - Ensuring that letters of support and other required certifications or documents are submitted with the grant timeline.
 - Writing all sections of a grant applications and completing grant applications on behalf of the District, including the preparation of funding abstracts, production, and submittal of applications to funding sources.

ATTACHMENT B

- Completing tasks (including but not limited to reports and budgets) for post award
 - administration and accountability in accordance with the grant timeline.
5. Monthly reports – The successful contractor/consultant shall submit monthly reports to the District summarizing the amount of time expended and describe activities undertaken during the previous month.

FLOOD RELATED EMERGENCY MANAGEMENT AND HAZARD MITIGATION GRANT SERVICES

Task B.1 Pre-Award Grant Services

At the direction of the Emergency Management Division, the Consultant(s) shall provide services associated with developing and requesting grant funding. Tasks may include, but are not limited to:

- Research, develop, and prepare grant applications and/or other public assistance documents as directed by the Emergency Management Division.
- Collaborate with the Emergency Management Division on project formulation, information gathering, project development (e.g., developing projects' scope, size, budget, schedule), and project submittals.
- Coordinate Benefit-Cost Analysis (BCA) with Emergency Management Division staff.
- Attend workshops and meeting related to the development and submission of the grant applications.

Task B.2 Post-Award Grant Services

At the direction of the Emergency Management Division, the Consultant(s) shall provide services associated with administering awarded grant funding. Tasks may include, but are not limited to:

- Develop program guidelines, policies, procedures, implementation plans, project charters, or other pertinent documents
- Provide technical assistance to support the implementation of grant-funded projects/activities.
- Provide technical assistance related to compliance with specific grant or any applicable federal, state, or local laws, rules, regulations, ordinances, or requirements (e.g., 2 CFR 200, authorizing bonds/statutes, program guidance).
- Draft and/or review progress reports for accuracy and completeness.
- Review draft grant invoices/reimbursement requests for accuracy, eligibility with grant requirements and sufficiency/appropriateness of backup documentation.
- Assist with the negotiation and submission of grant budget, scope, and schedule/timeline amendment requests.
- Review and provide guidance on grant eligible costs, and provide analysis on opportunities to fully utilize existing grant money.
- Participate in meetings and/or teleconferences with the District and/or funding agencies on issues related to grant management.
- Conduct site visits and monitoring (e.g., technical meetings, desk audits/compliance reviews, field compliance reviews) of grant-funded projects/activities and/or subawardees/subrecipients.
- Monitor and evaluate the progress of the grant-funded projects/activities in accordance with the approved scope of work, budget and schedule/timeline.
- Review data and records for compliance with grant requirements.
- Review, advise on and/or assist with the management of the closeout process.
- Assist with audit preparation, requests, and requirements.

ATTACHMENT C
TASK ORDER APPROVAL

CONSULTANT: **@**

PROJECT NAME: **@**

The Scope of Services for this Task Order, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated @ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" (incorporated herein by this reference) for a fee amount of @ unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "B" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated _____
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

@(Company)(Bold And Cap)

By: _____
@(name)
@(title)

@@@:@@
P8/@@@@

CONSULTING SERVICES AGREEMENT
On-Call Grant Support Services
FY 2023-24 to FY 2025-26

The Consulting Services Agreement ("Agreement") dated as of June 27th, 2023 entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic, hereinafter called "DISTRICT", and VILLA CIVIL, APC, hereinafter called "CONSULTANT". DISTRICT and CONSULTANT are sometimes individually referred to herein as a "Party" and collectively as the "Parties". The Parties hereby agree as follows:

1. SERVICE CATEGORY

Upon DISTRICT's request, CONSULTANT shall provide on-call services to DISTRICT for Service Categories A and B, as further described in "Service Categories & Tasks", attached hereto and incorporated herein as Attachment "A", in accordance with applicable federal, state and local laws and regulations.

2. SCOPE OF SERVICES

As requested by DISTRICT, CONSULTANT shall provide those services as described in the "Scope of Services", attached hereto and incorporated herein as Attachment "B", on an "on-call" basis. During the term of this Agreement, DISTRICT may request CONSULTANT to submit one or more proposals within any of the Service Categories for which CONSULTANT is selected pursuant to Attachment "A". In the event DISTRICT finds CONSULTANT's proposal acceptable, DISTRICT may issue one or more Task Orders, the form of which shall generally conform with the "Task Order Approval Form" (attached hereto and incorporated herein as Attachment "C"). CONSULTANT understands and expressly agrees that the execution of this Agreement by CONSULTANT and/or the submission of any proposal to furnish services does not guarantee the assignment

or approval of any subsequent Task Order(s).

3. PERSONNEL

A. Project Manager

For each Task Order, DISTRICT shall designate a staff representative who shall act as DISTRICT's Project Manager ("Project Manager") for the Task Order. In the event DISTRICT changes its Project Manager, it shall notify CONSULTANT in writing.

B. CONSULTANT's Representative

CONSULTANT shall appoint a Designated Representative for each assigned Task Order who shall be responsible for coordinating all aspects of the assigned Task Order. CONSULTANT's Designated Representative shall be available to DISTRICT's Project Manager at reasonable times. In the event CONSULTANT changes its Designated Representative, it shall notify DISTRICT in writing.

C. Substitution of Key Personnel

At the time of Task Order approval, CONSULTANT shall identify to DISTRICT's Project Manager the Key Personnel who are responsible for executing Task Order. Should one or more of the identified Key Personnel become unavailable, CONSULTANT may substitute other personnel of equal or greater competence upon DISTRICT's written approval. In the event that DISTRICT and CONSULTANT cannot come to an agreement regarding substitution of the Key Personnel, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

4. TERM

The term of this Agreement shall become effective on July 1, 2023 and shall remain in

effect through the required date for completion of an assigned Task Order, provided that such Task Order was approved prior to June 30, 2026 and is to be completed by June 30, 2027.

5. COMPENSATION

CONSULTANT shall receive compensation for all services satisfactorily performed and expenses incurred under this Agreement in accordance with the terms of the approved Task Order(s). The cumulative total of all task orders shall not exceed \$75,000 over the entire term of this Agreement.

6. PAYMENT

Payment shall be made in accordance with the Compensation/Fee Rate Schedule attached to an approved Task Order. Unless otherwise agreed, progress payments shall be processed on a monthly basis. Upon satisfactory performance of CONSULTANT's services pursuant to an approved Task Order, DISTRICT shall pay CONSULTANT within forty-five (45) days after DISTRICT's approval of CONSULTANT's invoice(s). DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

CONSULTANT shall keep employee and expense records according to customary accounting methods and such records shall, upon request, be available for inspection by DISTRICT to verify CONSULTANT's invoices. CONSULTANT's invoices shall itemize charges to conform with the Compensation/Fee Rate Schedule negotiated for the specific Task Order. DISTRICT shall notify CONSULTANT of any disputed charges within thirty (30) days of receipt of CONSULTANT's invoice. **DISTRICT reserves the right to withhold payment for work that is not invoiced in a timely manner.**

7. INVOICES

All work shall be invoiced in a timely manner. All invoices shall be mailed directly to DISTRICT's Accounts Payable Section. Each invoice shall include the following information:

A. Purchase Order Number associated with the approved Task Order – (as provided by DISTRICT).

B. Billing Period – (indicating the date(s) when the services were rendered).

Monthly invoices shall be mailed to DISTRICT no later than the 15th day of the month following the end of the Billing Period. Periodic single invoices shall be mailed within forty-five (45) business days of Task Order completion. Incomplete invoices will be returned to CONSULTANT for correction.

8. PROJECT PERFORMANCE

A. Commencement of Services

CONSULTANT shall commence performance of the services for each Task Order upon receipt of DISTRICT's approved Task Order.

B. Time of Completion

Time is of the essence in the performance of this Agreement. CONSULTANT shall complete services in accordance with the schedule(s) set forth in the approved Task Order(s).

9. LICENSES

At all times while performing services under this Agreement, CONSULTANT, its employees, agents, contractors and subcontractors shall possess all necessary and appropriate federal and/or state permits and maintain professional licenses required by the applicable federal, state and local regulations.

10. STANDARD OF CARE

While performing the services, CONSULTANT shall exercise the reasonable

professional care and skill customarily exercised by reputable members of CONSULTANT's profession practicing in the State of California, and shall use reasonable diligence and best judgment while exercising CONSULTANT's professional skill and expertise. By executing this Agreement, CONSULTANT represents and maintains that CONSULTANT has the necessary experience and expertise to skillfully perform all services, duties and obligations required by this Agreement and to fully and adequately complete each approved Task Order.

11. ERRORS AND OMISSIONS

In the event CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents furnished under this Agreement contain any errors or omissions that cause DISTRICT to incur additional expense beyond what would have otherwise resulted if there were no errors or omissions in CONSULTANT's data, technical studies, reports, plans, specifications, estimates, work products or any other documents, any such additional expense shall be borne solely by CONSULTANT. When the agreed upon scope of services to be performed by CONSULTANT are not in conformance with the terms of this Agreement, DISTRICT shall have the right to require CONSULTANT to perform the agreed upon scope of services in conformance with the terms of this Agreement at no additional cost to DISTRICT. When the agreed upon scope of services are not in conformance with the terms of this Agreement and are of such a nature that they cannot be corrected, DISTRICT shall have the right to (1) require CONSULTANT immediately to take all necessary steps to ensure future performance in conformity with the terms of this Agreement; and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event CONSULTANT receives payment under this Agreement which is later disallowed by DISTRICT for nonconformance with the terms

of the Agreement, CONSULTANT shall promptly refund the disallowed amount to DISTRICT upon request; or at its option, DISTRICT may offset the amount disallowed from any payment due to CONSULTANT.

12. PERMITS AND RIGHTS OF ENTRY

DISTRICT shall obtain all necessary rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order within and upon privately-owned property. CONSULTANT shall obtain all necessary permits or rights of entry that may be required in order for CONSULTANT to perform the services stipulated by an approved Task Order from any and all affected public entities. Sufficient evidence of having obtained such permits and/or rights of entry shall be furnished to DISTRICT by CONSULTANT, prior to initiation of work. CONSULTANT shall prosecute the work in such a manner as to minimize public inconvenience and possible hazard and shall restore the streets and other work areas to their original condition and former usefulness as soon as practicable. CONSULTANT shall be responsible for the protection of public and private property adjacent to the work and shall exercise due caution to avoid damage to such property.

13. NOTICES

Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

| | |
|--|--|
| RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Finance Division | VILLA CIVIL, APC 406 Jolina Way Encinitas, CA 92024 Attn: Christy Villa |
|--|--|

14. REQUIRED INSURANCE CONSULTANT shall not commence operations until DISTRICT has been furnished with 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. As respects to the insurance section, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, 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.

Without limiting or diminishing CONSULTANT's obligation to indemnify or hold DISTRICT harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

- A. Workers' Compensation: If CONSULTANT has employees as defined by the State of California, CONSULTANT 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. Policy shall be endorsed to waive subrogation in favor of DISTRICT.
- 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 CONSULTANT's performance of its obligations hereunder. Policy shall name DISTRICT as additional insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT 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 DISTRICT as additional insureds.
- D. Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at its' sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of or prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue for as long as the law allows.
- E. General Insurance Provisions – All Lines:
- i. 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 an A:VIII (A:8) unless such requirements are waived, in writing, by DISTRICT's Risk Manager. If DISTRICT'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.

- ii. CONSULTANT 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 DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of DISTRICT's Risk Manager, CONSULTANT's carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CONSULTANT shall cause their insurance carrier(s) to furnish DISTRICT with 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 DISTRICT Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such

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

- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT 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 coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- v. It is understood and agreed by the Parties hereto that CONSULTANT's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement if, in

DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CONSULTANT has become inadequate.

- vii. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. CONSULTANT agrees to notify DISTRICT 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.

15. WORK PRODUCT

CONSULTANT shall provide DISTRICT with all data, calculations, technical studies, plans, specifications, computer files, field notes, estimates, drawings, logs, maps, exhibits, reports and any other documents as set forth in the approved Task Order(s). All data, calculations, technical studies, plans, specifications, computer files, field notes, drawings, logs, maps, exhibits, reports and any other documents produced by CONSULTANT in the performance of the services as set forth in the approved Task Order(s) shall become and remain the sole property of DISTRICT. CONSULTANT shall not publish or transfer any material produced or resulting from activities supported by this Agreement without the written consent of the General Manager-Chief Engineer of DISTRICT. If any such material is subject to copyright or trademark, the Parties agree that the right to any and all copyright and/or trademark in and to the material is expressly reserved to DISTRICT. If any such material is copyrighted, the Parties hereto understand and agree that DISTRICT reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such material, in whole or in part, and to authorize others to do so, provided written credit

is given the author.

16. QUALITY CONTROL

CONSULTANT shall implement and maintain effective quality control procedures throughout all phases of assigned task and/or services. CONSULTANT shall have a quality control plan in effect during the entire time task and/or services are being performed under this Agreement. The plan shall establish a process whereby all calculations and documents prepared under this Agreement are independently checked, corrected and back-checked, and all pertinent job related correspondence and memoranda are bound in appropriate job files. Evidence that the quality control plan is functional may be requested by DISTRICT. All documents and any other items submitted to DISTRICT for review shall be initialed by CONSULTANT's project manager, or his designee, as being fully checked and that the preparation of the material followed the quality control plan established for the work.

17. TERMINATION

At any time during the term of this Agreement, DISTRICT may:

A. Agreement

- 1) Terminate this Agreement without cause upon providing CONSULTANT thirty (30) business days written notice stating the extent and effective date of termination; or
- 2) Upon five (5) business days written notice, terminate this Agreement for CONSULTANT default, if CONSULTANT refuses or fails to comply with the provisions of this Agreement or fails to make progress so as to endanger performance and does not cure such failure within a reasonable period of time. In the event of such termination, DISTRICT

may proceed with the work in any such manner it deems appropriate.

In the event DISTRICT issues a Notice of Termination, CONSULTANT shall: i) stop all work under this Agreement on the date specified in the Notice of Termination; and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, equipment, files, records, data or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement as the services actually bear to the total services necessary for performance of this Agreement. Notwithstanding any of the other provisions of this Agreement, CONSULTANT'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 CONSULTANT; or in the event of CONSULTANT's unwillingness or inability for any reason whatsoever to perform the duties hereunder; or if the Agreement is terminated pursuant to Section 29 (NON-DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement. The rights and remedies of DISTRICT provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Approved Task Order

Terminate an approved Task Order or portion thereof without cause upon providing CONSULTANT fourteen (14) days written notice stating the extent and effective date of termination. In the event DISTRICT issues a Notice of Termination for an approved Task Order, CONSULTANT shall: i) stop all work under the Task Order on the date specified in the Notice of Termination; and ii) transfer to DISTRICT and deliver in the manner and to the extent, if any, as directed by DISTRICT any work product, data or reports prepared by CONSULTANT, whether partially or fully completed.

In the event DISTRICT terminates an approved Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under the Task Order as the services actually bear to the total services necessary for performance of the Task Order.

18. BASIC SERVICES OF CONSULTANT

The scope of services associated with the performance of any specific Task Order under this Agreement shall be expressly defined and agreed upon prior to the approval of the Task Order by DISTRICT's General Manager-Chief Engineer, or in his/her absence his/her duly authorized representative ("Authorized Signatory"). Any changes to the approved scope of services must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES).

All work prepared by CONSULTANT shall be subject to the approval of DISTRICT's Project Manager. CONSULTANT shall allow Project Manager to inspect and

review CONSULTANT's work in progress at any reasonable time. All reports, working papers and similar work products prepared for submission in the course of providing services under this Agreement shall be submitted to the Project Manager in draft form. In the event that Project Manager, in his or her sole discretion, determines the formally submitted work product to be incomplete or otherwise inadequate, CONSULTANT may be required to revise and resubmit the work at no additional cost to DISTRICT. Should CONSULTANT fail to make requested corrections in a timely manner, such corrections may be made by DISTRICT and the cost thereof charged to CONSULTANT. Neither DISTRICT's review nor approval shall give rise to any liability or responsibility on the part of DISTRICT, or waive any of DISTRICT's rights, or relieve CONSULTANT of its professional responsibilities or obligations under this Agreement.

19. PREVAILING WAGE

CONSULTANT shall comply with all applicable provisions of the California State Labor Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and Labor Codes. All workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, his determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule which is on file at DISTRICT office and which will be made available to any

interested person upon request.

20. INDEPENDENT CONTRACTOR/NON-EXCLUSIVE AGREEMENT

CONSULTANT and the agents and employees of CONSULTANT shall act at all times in an independent capacity during the term of this Agreement and in the performance of the services to be rendered hereunder and shall not act as or shall not be and shall not in any manner be considered to be employees or agents of DISTRICT. This is not an exclusive agreement between DISTRICT and CONSULTANT, and DISTRICT may obtain the same or similar services from another firm if DISTRICT determines that is appropriate. DISTRICT is not obligated to have CONSULTANT provide a specific minimum amount of services pursuant to this Agreement.

21. SUBCONTRACTING

CONSULTANT may, at CONSULTANT's own expense, retain or employ sub-consultants to accomplish certain portions of the work covered by this Agreement. However, except as specifically provided in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.

Should one or more of the sub-consultants, as identified in the Compensation/Fee Rate Schedule attached to the approved Task Order or as expressly identified in this Agreement, become unavailable, CONSULTANT may substitute other sub-consultants of equal or greater competence upon written approval by DISTRICT. In the event that DISTRICT and CONSULTANT cannot agree as to the substitution of the sub-consultant, DISTRICT may terminate the Task Order, pursuant to the applicable provisions of this Agreement.

In the event CONSULTANT subcontracts any portion of CONSULTANT's duties

under this Agreement, CONSULTANT shall require its sub-consultants to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs sub-consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the sub-consultant's work performed or services provided pursuant to this Agreement.

22. CHANGES TO TASK ORDER SCOPE OF SERVICES

CONSULTANT shall not perform any additional work or services outside the scope of an approved Task Order without the prior written approval of DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory. If, at any time during the performance of an approved Task Order, CONSULTANT believes that it is necessary to include certain work or services which are not clearly covered under the scope of an approved Task Order, CONSULTANT shall immediately notify the Project Manager in writing of CONSULTANT's assertion that the work is out of scope. Said notification by CONSULTANT to the Project Manager shall not in any way be construed as proving that the work or services in question are outside the scope of the Task Order. The Project Manager must approve or reject CONSULTANT's assertion in writing. In the event the Project Manager determines that CONSULTANT is correct, the additional work or services shall be authorized by a new or revised Task Order that covers the new scope, cost and schedule. In the event that such notification is not given or if the Project Manager is not afforded an opportunity to negotiate the appropriate fee for such additional services prior to CONSULTANT's commencement of such additional services, then CONSULTANT shall be deemed to have agreed to perform the work or services without any additional compensation and to have accepted sole responsibility for the performance of said work or services. Extra work done or services performed without a new or revised Task

Order from DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, shall be considered unauthorized and shall not be paid for by DISTRICT.

At any time during the performance of an approved Task Order, DISTRICT may request that CONSULTANT perform extra services. Any work which is determined by DISTRICT to be necessary for the proper completion of the approved Task Order, but which neither CONSULTANT nor DISTRICT reasonably anticipated would be necessary at the time the scope of services for the assigned Task Order was approved, must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, by a new or revised Task Order.

At any time during the performance of the Task Order, the Project Manager, upon providing five (5) business days written notice to CONSULTANT, may delete services and the associated fees from the Task Order. In the event DISTRICT requests deletion of services from the Task Order, DISTRICT shall make payment for all services satisfactorily performed in accordance with the negotiated Task Order up to the effective date of deletion; the amount of the payment shall be prorated to the total services necessary for completion of the Task Order. Any work product developed for the deleted services shall be provided to DISTRICT.

23. DISPUTES

A. In the event CONSULTANT considers any work demanded of CONSULTANT to be outside the requirements of this Agreement, or if CONSULTANT considers any order, instruction or decision of DISTRICT to be unfair, CONSULTANT shall promptly, upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon CONSULTANT shall proceed without delay to perform the work or to conform to the order, instruction or

decision. However, if CONSULTANT finds such order, instruction or decision unsatisfactory, CONSULTANT shall, within twenty-one (21) calendar days after receipt of same, file a written protest with DISTRICT stating clearly and in detail its objections and reasons therefor. Except for such protests or objections as are made of record in the manner specified and within the time stated herein, and except for such instances where the basis of a protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for protests or objections to orders, instruction or decisions of DISTRICT and hereby agrees that, as to all matters not included in such protests, the orders, instructions and decisions of DISTRICT will be limited to matters properly falling within DISTRICT's authority.

- B. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement may be settled by arbitration, provided that the Parties hereto mutually agree to submit to arbitration.
- C. Neither the pendency of a dispute nor its consideration by arbitration shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

24. ASSIGNMENT

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of DISTRICT and approval by DISTRICT Board of Supervisors. The following events shall not be deemed an assignment and would not require prior written consent by DISTRICT:

- A. A partner in a partnership may transfer all or part of his/her or its interest in the partnership to: 1) another partner of the partnership; 2) by intestate succession or testamentary disposition on the partner's death; 3) by a gift to a partner's spouse

or children, to a trustee for the partner's spouse or children, or both; 4) to a corporation if, immediately after the transfer, the partner making the transfer continues to own at least 50 percent of that corporation's voting shares.

- B. Any merger, consolidation or other reorganization of CONSULTANT, or the sale of other transfer of a non-controlling percentage of the capital stock or interest of CONSULTANT, or the sale of not more than 50 percent of the value of CONSULTANT's assets.

For any of the above events not deemed as an assignment, such events shall require written notice to DISTRICT at least thirty (30) days prior to the occurrence of such event.

25. CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

26. JURISDICTION/LAW/SEVERABILITY

This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

Any legal action, in law or equity, related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for 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. Prior to the filing of any legal action, the Parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

27. WAIVER

Any waiver by DISTRICT 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 any other term thereof. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT from enforcement hereof.

28. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he/she may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

29. NON-APPROPRIATION OF FUNDS

It is mutually agreed and understood that the obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT's fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to reimbursement of its

costs in accordance with Section 5 (COMPENSATION) and Section 6 (PAYMENT).

30. INDEMNIFICATION

A. Basic Indemnity

To the fullest extent permitted by applicable law, CONSULTANT shall indemnify and hold harmless DISTRICT, 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 and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, breach of contract), recklessness or willful misconduct on the part of CONSULTANT or its Subconsultants or their respective employees, agents, representatives or independent contractors or liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, contractors, 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 whatsoever arising from the performance of CONSULTANT, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

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

CONSULTANT further agrees to and shall indemnify and hold harmless

the Indemnitees from all liability arising from suits, claims, demands, actions or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for DISTRICT pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph 31. B. below.

CONSULTANT shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its 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 with the prior consent of DISTRICT, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein. CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way

limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the Indemnitees herein from third Party claims.

In the event there is conflict between this Section and California Civil Code Section 2782, this Section shall be interpreted to comply with California Civil Code Section 2782. Such interpretation shall not relieve CONSULTANT from indemnifying the Indemnitees to the fullest extent allowed by law.

B. Indemnity for Design Professionals:

To the fullest extent permitted by applicable law, CONSULTANT agrees to and shall indemnify and hold harmless DISTRICT, 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 all liability and any and all Losses that arise out of, pertain to, or relate to, to the extent caused by any alleged or actual negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective directors, officers, partners, employees, agents, representatives or independent contractors, or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.

As respects each and every indemnification herein, CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards against the Indemnitees, any loss, suits, claims, demands, actions or proceedings to the extent and in proportion to the percentage such costs and fees arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness or willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a Party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

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

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT 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 with the prior consent of DISTRICT; provided, however,

that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT's indemnification to Indemnitees as set forth herein.

CONSULTANT's obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless Indemnitees from third Party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CONSULTANT from indemnifying DISTRICT to the fullest extent allowed by law.

- C. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in sections 31, A and B from each and every Subconsultant of every Tier. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

31. EDD REPORTING REQUIREMENTS

In order to comply with child support enforcement requirements of the State of California, DISTRICT may be required to submit a Report of Independent Contractor(s)

form DE 542 to the Employment Development Department ("EDD"). CONSULTANT agrees to furnish the required data and certifications to DISTRICT within ten (10) days of notification of award of Agreement when required by EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of CONSULTANT 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 CONSULTANT 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 CONSULTANT has any questions concerning this reporting requirement, please call 916.657.0529. CONSULTANT 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.

32. FORCE MAJEURE

If either of the Parties cannot 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.

33. DELEGATION OF AUTHORITY

Upon execution of this Agreement and in DISTRICT's General Manager-Chief Engineer's absence, DISTRICT's: Assistant Chief Engineers, Chief of Finance, and Chief of Development Services, are designated as Authorized Signatory(ies) and shall be authorized to sign and approve Task Orders issued under this Agreement. This

authority is given only for Task Orders that directly impact or relate to the Division of the Chief holding the signatory authority. Any changes to the approved scope of services of a Task Order issued under this Agreement must be authorized by DISTRICT's General Manager-Chief Engineer, or in his/her absence by Authorized Signatory, and shall be made in accordance with Section 23 (CHANGES TO TASK ORDER SCOPE OF SERVICES). The duration of this delegation shall not exceed the Term of Agreement.

34. RECORD RETENTION/AUDIT

CONSULTANT shall retain complete and accurate records relating to all reports, documents and related records documents, including records related to the nature and extent of CONSULTANT's costs incurred while providing services authorized under this Agreement, for at least five (5) years following the termination of this Agreement.

These records shall, upon request, be made available for inspection by DISTRICT.

DISTRICT, the County of Riverside, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.

CONSULTANT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

35. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical or other data and information made available to CONSULTANT shall not be disclosed (in whole or in part) by CONSULTANT to any third Parties and shall be protected by CONSULTANT from unauthorized use and disclosure. The only exception to this shall be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is made to

CONSULTANT's subcontractors as anticipated by this Agreement. CONSULTANT shall observe all federal, state and county laws, and county policies concerning confidentiality of records.

CONSULTANT shall refer all requests for information to DISTRICT. These same requirements shall be applicable to any of CONSULTANT's subcontractors. CONSULTANT shall include the requirements stated in this Section of this Agreement with any of its subcontractors.

36. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. Any modifications to the terms of this Agreement must be in writing and signed by the Parties herein.

37. COUNTERPARTS: ELECTRONIC SIGNATURES

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

using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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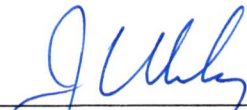
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on:

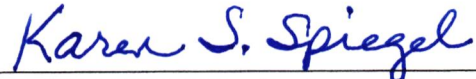
6/27/23

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: 
JASON E. UHLEY
General Manager-Chief Engineer

By: 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By: 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By: 
Deputy

(SEAL)

Consulting Services Agreement-Grant Support Services
FY 2023-24 to FY 2025-26
SK:blm
05/17/23

JUN 27 2023 11.4

VILLA CIVIL, APC

DocuSigned by:
Christy Villa
5BEC3D27E75F417...
By: _____ 6/12/2023
CHRISTINE VILLA
President/Secretary/Chief Financial Officer

Consulting Services Agreement-Grant Support Services
FY 2023-24 to FY 2025-26
SK:blm
05/17/23

Certificate Of Completion

Envelope Id: 7ED45B6F4A294E658AA5B46551E9E3D1

Status: Completed

Subject: Here is your signed document: Grant Support Services Villa Civil, APC Final 5-17-23.pdf

Source Envelope:

Document Pages: 36

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Christy Villa

AutoNav: Enabled

christy@villacivil.com

Enveloped Stamping: Enabled

IP Address: 172.112.150.215

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Christy Villa

Location: DocuSign

6/12/2023 11:16:35 AM

christy@villacivil.com

Signer Events

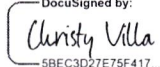
Christy Villa

christy@villacivil.com

CEO

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

5BEC3D27E75F417...

Signature Adoption: Pre-selected Style
 Using IP Address: 172.112.150.215

Timestamp

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Viewed: 6/12/2023 11:17:03 AM

Signed: 6/12/2023 11:17:44 AM

Freeform Signing

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Christy Villa

christy@villacivil.com

CEO

Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/12/2023 11:17:45 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Hashed/Encrypted

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Certified Delivered

Security Checked

6/12/2023 11:17:03 AM

Signing Complete

Security Checked

6/12/2023 11:17:44 AM

Completed

Security Checked

6/12/2023 11:17:45 AM

Payment Events

Status

Timestamps

ATTACHMENT A

Service Category A. MS4 SUPPORT SERVICES – GRANTS

**Table A-1
SERVICE CATEGORY CHECKLIST
MS4 SUPPORT SERVICES - GRANTS**

| TASK | | CONDUCT | SUB-CONSULT |
|--------------------------------------|------------------|--------------------------|--------------------------|
| <i>Check All Applicable Services</i> | | | |
| A.1 | Grant Management | <input type="checkbox"/> | <input type="checkbox"/> |

Service Category B. FLOOD RELATED EMERGENCY MANAGEMENT AND HAZARD MITIGATION GRANT SERVICES

**Table B-1
SERVICE CATEGORY CHECKLIST
FLOOD RELATED EMERGENCY MANAGEMENT AND
HAZARD MITIGATION GRANT SERVICES**

| TASK | | CONDUCT | SUB-CONSULT |
|--------------------------------------|---------------------------|--------------------------|--------------------------|
| <i>Check All Applicable Services</i> | | | |
| B.1 | Pre-Award Grant Services | <input type="checkbox"/> | <input type="checkbox"/> |
| B.2 | Post-Award Grant Services | <input type="checkbox"/> | <input type="checkbox"/> |

ATTACHMENT B

- Completing tasks (including but not limited to reports and budgets) for post award
 - administration and accountability in accordance with the grant timeline.
5. Monthly reports – The successful contractor/consultant shall submit monthly reports to the District summarizing the amount of time expended and describe activities undertaken during the previous month.

FLOOD RELATED EMERGENCY MANAGEMENT AND HAZARD MITIGATION GRANT SERVICES

Task B.1 Pre-Award Grant Services

At the direction of the Emergency Management Division, the Consultant(s) shall provide services associated with developing and requesting grant funding. Tasks may include, but are not limited to:

- Research, develop, and prepare grant applications and/or other public assistance documents as directed by the Emergency Management Division.
- Collaborate with the Emergency Management Division on project formulation, information gathering, project development (e.g., developing projects' scope, size, budget, schedule), and project submittals.
- Coordinate Benefit-Cost Analysis (BCA) with Emergency Management Division staff.
- Attend workshops and meeting related to the development and submission of the grant applications.

Task B.2 Post-Award Grant Services

At the direction of the Emergency Management Division, the Consultant(s) shall provide services associated with administering awarded grant funding. Tasks may include, but are not limited to:

- Develop program guidelines, policies, procedures, implementation plans, project charters, or other pertinent documents
- Provide technical assistance to support the implementation of grant-funded projects/activities.
- Provide technical assistance related to compliance with specific grant or any applicable federal, state, or local laws, rules, regulations, ordinances, or requirements (e.g., 2 CFR 200, authorizing bonds/statutes, program guidance).
- Draft and/or review progress reports for accuracy and completeness.
- Review draft grant invoices/reimbursement requests for accuracy, eligibility with grant requirements and sufficiency/appropriateness of backup documentation.
- Assist with the negotiation and submission of grant budget, scope, and schedule/timeline amendment requests.
- Review and provide guidance on grant eligible costs, and provide analysis on opportunities to fully utilize existing grant money.
- Participate in meetings and/or teleconferences with the District and/or funding agencies on issues related to grant management.
- Conduct site visits and monitoring (e.g., technical meetings, desk audits/compliance reviews, field compliance reviews) of grant-funded projects/activities and/or subawardees/subrecipients.
- Monitor and evaluate the progress of the grant-funded projects/activities in accordance with the approved scope of work, budget and schedule/timeline.
- Review data and records for compliance with grant requirements.
- Review, advise on and/or assist with the management of the closeout process.
- Assist with audit preparation, requests, and requirements.

ATTACHMENT B

MS4 SUPPORT SERVICES – GRANTS

Task A.1 Grant Management

The District is seeking a Contractor/Consultant to provide grant management services with the purpose of obtaining funds for furthering objectives of MS4 permits and projects listed in Stormwater Resource Plans and Integrated Regional Watershed Management Plans. Project categories could include but not limited to: stormwater infrastructure, water conservation initiatives, watershed restoration, geographic information system program development and public engagement.

The consultant shall provide professional support and assistance for the following:

1. Preparing and submitting grant applications and support to fulfill administration requirements at set milestones to receive any awarded funds.
2. Funding needs analysis. Work with the District and permittees to assess the validity of current funding priority areas and identify new priority areas for funding.
3. Grant funding research – Conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies, and organizations that support the funding needs and priorities in the following general areas but not limited to:
 - Infrastructure Development and Maintenance
 - Stormwater Best Management Practices (BMP's)
 - Stormwater Capture and Use Projects
 - Watershed Restoration
 - Water Conservation Initiatives or Projects
 - Transportation improvements that may include water conservation landscape, green belts, trash capture design, increased nature-based recreation, enhanced bicycle, pedestrian or community trails.
 - Redevelopment projects that may include community beautification, low-impact development features, litter abatement and public awareness campaigns.
4. Grant proposal development – Provide writing services associated with:
 - Grant application review and preparing a timeline and chart of tasks for grant submission
 - Researching grants for which the District meets application criteria, preparing and submitting grant applications, reviewing District and partner agencies common business practice to reduce grant management documentation needs and fulfilling administration requirements for successful grants.
 - Ensuring that letters of support and other required certifications or documents are submitted with the grant timeline.
 - Writing all sections of a grant applications and completing grant applications on behalf of the District, including the preparation of funding abstracts, production, and submittal of applications to funding sources.

ATTACHMENT C
TASK ORDER APPROVAL

CONSULTANT: **@**

PROJECT NAME: **@**

The Scope of Services for this Task Order, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, shall constitute an approved Task Order pursuant to the Agreement between DISTRICT and CONSULTANT dated @ ("AGREEMENT"). CONSULTANT agrees to perform the services described in Exhibit "A" (incorporated herein by this reference) for a fee amount of @ unless otherwise modified by DISTRICT's Project Manager in a subsequent Task Order. All charges shall be consistent with the Compensation/Fee Rate Schedule which is attached as Exhibit "B" and incorporated herein by this reference.

Performance of the services shall be subject to the terms and conditions contained in the AGREEMENT.

Dated _____
(To be filled in by General Manager-Chief Engineer)

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

@(Company)(Bold And Cap)

By: _____
@(name)
@(title)

@@@:@@@
P8/@@@@