

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



**ITEM:** 3.19  
(ID # 22331)

**MEETING DATE:**  
Tuesday, August 01, 2023

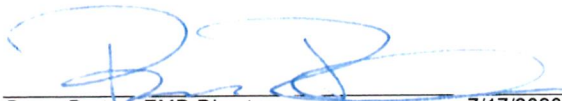
**FROM :** EMERGENCY MANAGEMENT DEPARTMENT:

**SUBJECT:** EMERGENCY MANAGEMENT DEPARTMENT: Adopt Resolution No. 2023-211 to Enter Into a Funding Agreement with the State Water Resources Control Board to Fund the Oasis Mobile Home Park Bottled Water Project and Designate Agents under California State Water Resources Control Board Agreement D2218101. District 4. [Total Cost \$883,930 - 100% State Funds]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Adopt Resolution No. 2023- 211 Authorizing entering into a funding agreement with the State Water Resources Control Board to fund the Oasis Mobile Home Park Bottled Water Project; and
2. Authorizing the Administrative Services Manager I as designated Authorized Official to execute for and on behalf of the County any documents and take any actions necessary for the use of Agreement No. D2218101 with the California State Water Resources Control Board.

**ACTION:**

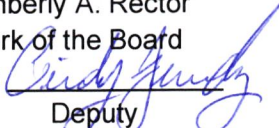
  
Bruce Barton, EMD Director 7/17/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: August 1, 2023  
xc: EMD

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$883,930	\$0	\$883,930	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: 100% State Funds</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 22/23- 23/24</b>	

**C.E.O. RECOMMENDATION:**

**BACKGROUND:**

**Summary**

On August 2, 2022, Item 3.43 the Board of Supervisors directed the Executive Office to work with County Department Heads, State and Federal Government agencies, Water Boards, Other Public Entities, and Non-Profit Organizations to take immediate steps to protect the health and well-being of the residents of the Oasis Mobile Home Park.

California Health and Safety Code section 116766, State Water Board Resolution (adopted on October 2, 2022), Section 75021 of the Public Resources Code, and Resolution No. 2018-0056 provide funding for the Oasis Mobile Home Park Bottled Water Project.

The Project is for the benefit of the Oasis Mobile Home Park community. The funding under this Agreement will be used to purchase and deliver bottled drinking water for the Oasis Mobile Home Park community through December 31, 2023, or until a long-term solution for the existing contamination is in place (whichever occurs first). The funding will provide approximately three (3) gallons per person per day of bottled drinking water to approximately one thousand nine hundred (1,900) residents, for a total cost of \$883,930.

**Impact on Residents and Businesses**

The coordination with local partnering agencies along with the State Water Board will allow the County to take immediate steps to protect the health and well-being of the residents of Oasis Mobile Home Park in the Eastern Coachella Valley.

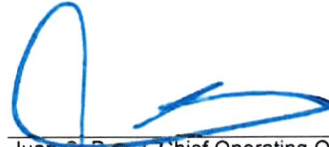
**ATTACHMENTS:**

Resolution No. 2023-211  
SWRCB Agreement D2218101

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

*Rebecca S. Cortez*  
Rebecca S. Cortez, Principal Management Analyst

7/20/2023



Juan C. Perez, Chief Operating Officer

7/26/2023

*Kelly Moran*  
Kelly Moran, Deputy County Counsel

7/19/2023

1 Board of Supervisors

County of Riverside

2 **RESOLUTION NO. 2023-211**

3 **A RESOLUTION AUTHORIZING ENTERING INTO A FUNDING AGREEMENT WITH THE**  
4 **STATE WATER RESOURCES CONTROL BOARD AND AUTHORIZING AND**  
5 **DESIGNATING A REPRESENTATIVE/REPRESENTATIVES FOR THE OASIS MOBILE**  
6 **HOME PARK BOTTLED WATER PROJECT**

7  
8 Whereas, the County of Riverside has submitted an application to the State Water Resources Control  
9 Board for funding for the Oasis Mobile Home Park Bottled Water Project funding to provide bottled  
10 drinking water for the Oasis Mobile Home Park community through December 31, 2023; and  
11


12 Whereas, prior to the State Water Resources Control Board's executing a funding agreement, the County  
13 of Riverside is required to adopt a resolution authorizing an agent, or representative, to sign the funding  
14 agreement, amendments, and requests for disbursement on behalf of the County of Riverside, and to carry  
15 out other necessary Project-related activities;

16  
17 Now, therefore, be it resolved and ordered, that the County of Riverside is hereby authorized to carry out  
18 the Project, enter into a funding agreement with the State Water Resources Control Board, and accept and  
19 expend State funds for the Project; and  
20

21 Be it further resolved and ordered, that the Administrative Services Manager I, or designee, is hereby  
22 authorized and designated to sign, for and on behalf of the County of Riverside, the funding agreement for  
23 the Project and any amendments thereto; and  
24

25 Be it further resolved and ordered, that the Administrative Services Manager I, or designee, is hereby  
26 authorized and designated to represent the County of Riverside in carrying out the County of Riverside's  
27 responsibilities under the funding agreement, including certifying invoices and disbursement requests for  
28 Project costs on behalf of the County of Riverside and compliance with applicable state and federal laws.

08.01.2023 3.19

FORM APPROVED COUNTY COUNSEL  
BY:  7/19/2023  
MELISSA R. CUSHMAN DATE

1 Be it further resolved and ordered, that any and all actions, whether previously or subsequently taken by  
2 the County of Riverside, which are consistent with the intent and purposes of the foregoing resolution,  
3 shall be, and hereby are, in all respects, ratified, approved and confirmed.

4  
5 CERTIFICATION

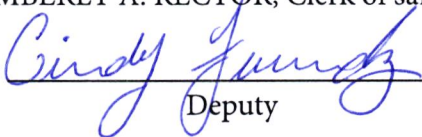
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7 I hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly  
8 adopted by the Board of Supervisors at the meeting thereof held on August 1, 2023.

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14 ROLL CALL:

15  
16 Ayes: Jeffries, Washington, Spiegel, Perez and Gutierrez  
17 Nays: None  
18 Absent: None

19 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the  
20 date therein set forth.

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22  
23 KIMBERLY A. RECTOR, Clerk of said Board

24 By:  Deputy  
25

26 08.01.2023 3.19  
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BOTTLED WATER  
GRANT

AGREEMENT NO. D2218101  
by and between

COUNTY OF RIVERSIDE ("Recipient")

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")

for the purpose of the

OASIS MOBILE HOME PARK BOTTLED WATER PROJECT ("Project")

- 
- Health and Safety Code section 116766 and State Water Board Resolution No. 2022-0042.
  - Section 75021 of the Public Resources Code, and Resolution No. 2018-0056.

PROJECT FUNDING AMOUNT: \$883,930  
ESTIMATED REASONABLE PROJECT COST: \$883,930

ELIGIBLE WORK START DATE: AUGUST 1, 2022  
WORK COMPLETION DATE: DECEMBER 31, 2023  
FINAL REIMBURSEMENT REQUEST DATE: JANUARY 31, 2024  
RECORDS RETENTION END DATE: DECEMBER 31, 2059

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1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
  - EXHIBIT A – SCOPE OF WORK AND SCHEDULE
  - EXHIBIT B – FUNDING TERMS
  - EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV
  - EXHIBIT D – SPECIAL CONDITIONS
2. RESERVED.
3. Party Contacts during the term of this Agreement are:

State Water Board		County of Riverside	
Section:	Division of Financial Assistance		
Name:	Mally Vue, Project Manager	Name:	Hilda Leyva, Administrative Services Manager I
Address:	1001 I Street, 16th Floor	Address:	450 E Alessandro Blvd.
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Riverside, CA 92508
Phone:	(916) 341-5827	Phone:	(951) 955-4730
Email:	mally.vue@waterboards.ca.gov	Email:	hleyva@rivco.org

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division’s Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
  - (a) The Recipient must deliver to the Division a resolution authorizing this Agreement and identifying its Authorized Representative by title.
5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
  - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
  - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation

of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

- (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of the Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, and professional liability.
  - (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.
6. This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.



IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

COUNTY OF RIVERSIDE:

STATE WATER RESOURCES CONTROL  
BOARD:

By:

By:

\_\_\_\_\_  
Name: Hilda Leyva  
Title: Administrative Services Manager I

\_\_\_\_\_  
Name: Joe Karkoski  
Title: Deputy Director  
Division of Financial Assistance

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT A – SCOPE OF WORK AND SCHEDULE

### A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and the Oasis Mobile Home Park community. The funding under this Agreement shall be used to purchase and deliver bottled drinking water for the Oasis Mobile Home Park community through the Work Completion Date or until a long-term solution for the existing contamination is in place (whichever occurs first). The funding will provide approximately three (3) gallons per person per day of bottled drinking water to approximately one thousand nine hundred (1,900) residents.

### A.2 SCOPE OF WORK.

The Recipient agrees to do the following:

1. Submit a copy of any signed contracts between the Recipient and any providers of Project services to the Project Manager.
2. Notify the Oasis Mobile Home Park community of the availability of bottled drinking water.
3. Notify the Project Manager no later than five (5) days prior to commencing the initial bottled drinking water service delivery.
4. Purchase and deliver or make available, bottled drinking water to the Oasis Mobile Home Park.
5. Maintain accurate records of all bottled drinking water purchased for and provided to the Oasis Mobile Home Park community and submit the records to the Project Manager. The records shall include, but not be limited to, the following: dates and amounts of water purchased, amount (in gallons) of water distributed, and cost of water distribution.
6. Maintain the Bottled Water Distribution Summary Tracking Sheet and submit an updated copy with each Reimbursement Request.
7. Notify the Project Manager, immediately, if a long-term drinking water solution is or will be placed into service prior to the Work Completion Date.
8. Submit a summary of the progress achieved toward the planning and/or implementation of a long-term drinking water solution in the associated quarterly progress reports.

**A.3 PROGRESS REPORTS.**

The Recipient must submit quarterly progress reports, using the Bottled Water Distribution Summary Tracking Sheet provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports shall provide a summary of the progress achieved toward the planning and/or implementation of a long-term drinking water solution and accompany each Reimbursement Request. Reporting is required even if no project-related activities occurred during the reporting period.

**A.4 SPECIAL REPORTS.**

The Recipient must submit information required for compliance with Greenhouse Gas Reduction Fund requirements, as required by the Division.

**A.5 SCHEDULE.**

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Work Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK AND SCHEDULE</b>			
A.2	<b>SCOPE OF WORK</b>		
1.	Copy of Signed Contracts	90 Days After Execution	
3.	Notice of Initial Service Delivery		Complete
5.	Records of Bottled Water Purchases		Quarterly
7.	Notice of Long-Term Drinking Water Solution		As Needed
	<b>REPORTS</b>		
A.3	Progress Reports	Quarterly	

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK AND SCHEDULE</b>			
A.4	Special Reports.	As Required	
<b>EXHIBIT B – FUNDING TERMS</b>			
<b>REIMBURSEMENTS</b>			
B.5(e)	Reimbursement Requests	Quarterly	
B.5(b)(5)	Final Reimbursement Request	January 31, 2024	

The Recipient must deliver any request for extension of the Work Completion Date no less than ninety (90) days prior to the Work Completion Date.

The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

## EXHIBIT B – FUNDING TERMS

### B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

### B.2 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

### B.3 BUDGET COSTS.

Budget costs are contained in the Project Cost Table below:

DESCRIPTION	PROJECT FUNDING AMOUNT
Bottled Water	\$784,243
Administration: Includes labor costs associated with the preparation/submittal of invoices and reports.	\$99,687
TOTAL	\$883,930

Indirect Costs are ineligible for funding under this Agreement.

The Recipient is prohibited from requesting disbursement amounts that represent the Recipient's mark-ups to costs invoiced or otherwise requested by consultants or contractors.

### B.4 LINE ITEM ADJUSTMENTS.

- (a) Subject to the prior review and approval of the Project Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Project Funding Amount, including any amendment(s) thereto. Line Item adjustments approved by the Project Manager must be de minimis, less than fifteen percent (15%) of the total Project Funding Amount, and may not include any changes to the Scope of Work. Line item adjustments in excess of fifteen percent (15%) or line item adjustments that result in a change to the Scope of Work will require an Agreement amendment. If the detailed budget includes an amount for the Recipient's Administration costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Project Manager.

- (b) The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the total budget amount.

#### B.5 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement, the Recipient may submit a Reimbursement Request for eligible Project Costs as specified in this Exhibit through submission to the State Water Board using the Reimbursement Request forms provided by the Division.
- (b) Reimbursement Requests must contain the following information:
  - (1) The date of the request;
  - (2) The time period covered by the request, i.e., the term "from" and "to";
  - (3) The total amount requested;
  - (4) Original signature and date (in ink) or electronic signature, consistent with the State Water Board's approved procedures, of the Recipient's Project Director or his/her designee; and
  - (5) The final Reimbursement Request must be clearly marked "FINAL REIMBURSEMENT REQUEST" and must be submitted NO LATER THAN the Final Reimbursement Request Date.
- (c) The Recipient may sign Reimbursement Requests either by an electronic signature consistent with the State Water Board's approved procedures or by a physical, handwritten signature. The parties mutually agree that an electronic signature consistent with the State Water Board's approved procedures is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.
- (d) Reimbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Reimbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Project Manager as set forth in this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request submitted. The Project Manager has the responsibility for

approving Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.

- (e) Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.
- (f) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request as well as to support Match Contribution claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.
- (g) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.
- (h) The Recipient must use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds must be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient must immediately return such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.
- (i) The Recipient must submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.
- (j) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.
- (k) Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.
- (l) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.

- (m) The Recipient must include any other documents or requests required or allowed under this Agreement.
- (n) Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the state travel and per diem amounts that are current as of the date costs are incurred by the Recipient. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the Project Manager.

#### B.6 CONTINGENT DISBURSEMENT.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

#### B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.



EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at [https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/general\\_terms.html](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html)

## EXHIBIT D – SPECIAL CONDITIONS

### D.1 PROGRAMMATIC CONDITIONS.

The State Water Board may terminate this Agreement if the Recipient's quarterly progress reports fail to document adequate progress toward achieving a long-term drinking water solution.

The State Water Board may terminate this Agreement if bottled or hauled water can be provided to the same residents through other means, such as regional or statewide programs funded by the State Water Board or other agencies.

### D.2 DEFINITIONS.

Each capitalized term used in this Agreement has the following meaning:

- "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the Authorized Representative by title.
- "District Office" means District Office of the Division of Drinking Water of the State Water Board.
- "Division of Drinking Water" means the Division of Drinking Water of the State Water Board.
- "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.
- "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
  - (a) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
  - (b) Failure to operate the Project, unless the Division has given its approval for such non-operation; and
  - (c) The occurrence of a material breach or event of default under any Recipient obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption.
- "Guidelines" means the Cleanup and Abatement Account Funding Program Guidelines.

- “Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement.
- “Recipient” means County of Riverside.

### D.3 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The execution, delivery, and performance by the Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which the Recipient is a party or by which the Recipient is bound as of the date of execution of this Agreement by the Recipient.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to the Recipient’s knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. The Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten (10) years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

Any financial statements or other financial documentation of the Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged

or encumbered, except as previously disclosed in writing by the Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

The Recipient has no conflicting or material obligations.

The Recipient has sufficient real or personal property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as disclosed to the State Water Board. The Recipient legally possesses property access rights to any real or personal property necessary for the purposes of this Agreement for which the Recipient does not legally possess all real or personal property rights.

The Recipient and its principals, contractors, and subcontractors, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized.

#### D.4 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part under [SB 200] the Safe and Affordable Funding for Equity and Resiliency (SAFER) Drinking Water Program through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

#### D.5 FUNDS RELATED TO CONTAMINATION.

- (a) As a condition precedent to this Agreement and prior to any disbursement, the Recipient shall (i) notify the Division of any demands made by the Recipient against third parties for monetary damages, reimbursement of costs, or other relief, including litigation, related to drinking water contamination, including but not limited to contamination by 1,2,3-trichloropropane (1,2,3-TCP); and (ii) unless waived by the Division, notify and provide to the Division copies of any

agreements with third parties (e.g., settlement agreements, consent agreements, etc.) or court or administrative orders arising out of litigation or disputes related to contamination of the drinking water associated with the Project.

- (b) After execution of this Agreement, the Recipient shall notify the Division promptly of the new occurrence of any matters requiring notice under paragraph (a), above. Upon request, the Recipient shall promptly provide information and copies of documents as requested by the Division.
- (c) Unless the Division provides approval to exclude certain funds, the Recipient shall place all funds received as a result of litigation, settlements, or orders based on contamination in the Recipient's drinking water system into a restricted reserve account, to be used for either Operation and Maintenance costs related to addressing such contamination, or a capital improvement project, other than the Project, that addresses such contamination. Alternatively, upon consent of the Division, the funds may be used as match funding for the Project or held in a restricted reserve account to support the financial capacity of the System. The Recipient shall provide documentation satisfactory to the Division showing the total amount of such funds deposited into a restricted reserve account prior to the start of construction, and provide additional documentation thereafter of any additional funds that the Recipient receives. If the Recipient has previously spent such funds for costs that are eligible for reimbursement under this Agreement, the Recipient may seek reimbursement of those costs under this Agreement, but upon receiving reimbursement for those costs, shall place the funds into a restricted reserve account in accordance with the requirements stated above.
- (d) The amount of this Agreement may be reduced, and/or disbursements withheld, to offset amounts received under any contamination-related order or agreement described in paragraphs (a)(ii) or (b), above, to avoid double recovery. The Recipient shall ensure that no duplicative reimbursements of the same costs occur under both this Agreement and any past or future judgment, settlement, or order. Noncompliance with these paragraphs (a), (b), (c), or (d) shall be an Event of Default.

D.6 RESERVED.

D.7 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any disbursed Project Funds received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

#### D.8 DAMAGES FOR BREACH OF TAX-EXEMPT STATUS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

#### D.9 NOTICE.

Upon the occurrence of any of the following events, the Recipient must promptly notify the Division's Deputy Director and Party Contacts by email:

- (a) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
- (b) Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
- (c) Loss, theft, damage, or impairment to Project;
- (d) Events of Default, except as otherwise set forth in this section;
- (e) A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- (f) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
- (g) Consideration of dissolution, or disincorporation;
- (h) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
- (i) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- (j) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;

- (k) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- (l) Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- (m) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- (n) Any event requiring notice to the Division pursuant to any other provision of this Agreement; and
- (o) Work Completion and Project Completion.

#### D.10 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited to double or multiple billing for time, services, or any other eligible cost, may result in an administrative action by the State Water Board and/or referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

#### D.11 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not

preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.12 RESERVED.

D.13 STATE CROSS-CUTTERS.

The Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following with respect to all Project costs for the term of this Agreement:

- The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.
- Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.



- The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
- Regulations in Division 4 of Title 22 of the California Code of Regulations, including but not limited to California Waterworks Standards in Chapter 16, and Lead and Copper regulations in Chapter 17.5.

#### D.14 EXECUTIVE ORDER N-6-22 — RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine the Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide the Recipient advance written notice of such termination, allowing the Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia’s actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited

to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

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

## Lopez, Daniel

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**From:** Aquia Mail  
**Sent:** Monday, July 31, 2023 5:38 PM  
**To:** COB  
**Subject:** Public Comments Web Submission



The Clerk of the Board has received your public comments and will forward them to the Board of Supervisors. If you wish to call in and speak at the Board of Supervisors meeting, please select <https://rivcocob.org/request-to-speak> and fill out the request to speak form.

Thank you,  
Riverside County Clerk of the Board

Submitted on July 31, 2023

Submitted values are:

**First Name**

Maria

**Last Name**

Lua

**Address (Street, City and Zip)**

82773 Wheatley Ct, Indio, CA, 92201

**Phone**

7608486853

**Email**

[mlua@leadershipcounsel.org](mailto:mlua@leadershipcounsel.org)

**Agenda Date**

08/01/2023

**Agenda Item # or Public Comment**

3.19

**State your position below**

Support