

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



ITEM: 3.13
(ID # 24681)

MEETING DATE:
Tuesday, May 07, 2024

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approve the Funding Allocation, and Approve and Execute the Funding Agreement for the University of California, Riverside - OASIS Project, through Fiscal Year 24/25. All Districts. [\$2,000,000 Total Cost - 100% American Rescue Plan Act (ARPA) funds] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Allocation of \$2,000,000, from the American Rescue Plan (ARPA) Coronavirus Relief fund for Economic Recovery to Support Small Business Assistance through University of California, Riverside; and
2. Authorize the Chair of the Board of Supervisors to Execute the Funding Agreement on Behalf of the Riverside County Office of Economic Development; and
3. Authorize the Director of the Riverside County Office of Economic Development, or designee, to take Necessary Steps to Approve, Sign and Execute Future Non-Substantive Amendments within the Agreement that do not Increase Costs to the County and do not Materially Change the Scope of Services, Subject to Approval as to Form by County Counsel.

ACTION: 4/5 Vote Required

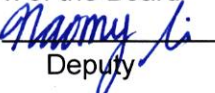

Suzanne Holland, Director of Office of Economic Development 4/22/2024

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: May 7, 2024
xc: OED

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 2,000,000	\$ 2,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% ARPA Funds			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (H.R. 1319) into law. The \$1.9 trillion package is intended to combat the COVID-19 pandemic, including the public health and economic impacts. On April 27, 2021, the Executive Office presented the Board of Supervisors with a preliminary ARPA funding allocation then on October 19, 2021, presented a revised funding allocation after the U.S. Treasury released the ARPA interim funding guidelines.

On May 5, 2021, the Board received and filed the Strategic Economic Recovery Framework presented by the Economic Recovery Task Force (ERTF). The framework contained short-term actions to assist business sectors finding it difficult to rebound from the pandemic and state closures, as well as mid to long range areas of focus for future growth and economic resiliency. Keys to the framework were short and long-term action items coordinated for an economic recovery and for the growth of the region whose trajectory includes the principles of equal access to opportunities and addressing barriers for economic equity and inclusion. The mid to long range vision of the framework includes action items of investing in small business innovation, entrepreneurship hubs, and small business development. This proposal aligns with the ERTF framework's action items.

On January 6, 2022, the U.S. Treasury issued the final funding guidelines. These guidelines further clarify the detailed eligibility criteria for use of these funds. As a result, under the Economic Recovery category allows for the development of programs to assist businesses and industries struggling to rebound from the pandemic as well as focus on strategic investment projects for future economic growth and resiliency. The final guidelines specifically identify business ecosystem support including providing and partnering with organizations that offer technical assistance to new and existing businesses as an eligible use of funds.

On February 8, 2022, the Board approved \$36 million for Economic Recovery in assisting businesses struggling to rebound from the COVID-19 pandemic and stimulate future economic growth and resiliency. The Office of Economic Development is recommending allocating \$2,000,000 of that funding for University of California, Riverside for the Opportunity to Advance Sustainability, Innovation, and Social Inclusion (OASIS) Economic Development Initiative, which will focus on technical and commercialization assistance to entrepreneurs, innovators, students, and small business impacted by the pandemic, and will be delivered for the following project:

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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- \$2,000,000 to support the demolition of existing facilities prior to the construction of incubation space within the OASIS Innovation Park.

OASIS Project Summary and Update

OASIS is a public-private partnership led by the University of California Riverside (UCR) to drive regional economic development through solutions-driven applied research, innovation, entrepreneurship, and workforce development around sustainability, clean technology, and social inclusion (*Oasis.ucr.edu*).

The OASIS project is based on six pillars addressing regional challenges: Sustainable Transportation & Infrastructure, Renewable Energy and Fuels, Agriculture Technology and Food Security, Natural Resource Management, Community Health and Health Disparity, and Human Development. The pillars are intertwined with our principles of Sustainability, Innovation, Social Inclusion, and Workforce Development.

The OASIS Innovation Park will also provide incubation space, maker space and co-working space for startups that are looking to grow their businesses in the Inland Empire. The target is for the space to house about 30 startups either from the region or attracted into the region by the unique facilities that the Park will offer. The fact that startups and large companies will be co-located within a state-of-the-art facility with faculty experts from CE-CERT and other UCR research centers in the area of sustainability, climate change and sustainable goods movement, among others, will be a unique point of attraction for entrepreneurs and companies seeking to develop and commercialize their products in the region.

The Park will also house the offices of UCR's EPIC Small Business Development Center (SBDC). Thus, startups will receive specialized and dedicated commercialization assistance from EPIC SBDC's Entrepreneurs in Residence as well as access to entrepreneurial training. Furthermore, EPIC SBDC will also connect these entrepreneurs with test bed facilities as well as funding opportunities for these companies to conduct pilot studies under real conditions.

Impact on Residents and Businesses

The proposed funding is expected to have a positive impact on the entire County, including its businesses and residents. Local businesses penetrate every sector of the economy and contribute to sales tax revenues, jobs, and income.

Additional Fiscal Information

The proposed project will be funded entirely by ARPA funding from the United States Department of Treasury funds and will not impact the County's General Fund.

ATTACHMENTS:

- OASIS Project Funding Agreement

**FUNDING AGREEMENT FOR
UNIVERSITY OF CALIFORNIA-RIVERSIDE OASIS PROJECT**

This Funding Agreement (“Agreement”) is entered into by and between the County of Riverside, a political subdivision of the State of California, (“County”) and the Regents of the University of California, a statutory corporation, on behalf of its Riverside campus, (“Subrecipient”). County and Subrecipient are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law, amending Section 9901 of Title VI of the Social Security Act which establishes the Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds) to provide state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery; and

WHEREAS, to respond to the negative effects of the pandemic, which in turn affect our community as a whole, on October 4, 2022, by Minute Order 3.44, the Board of Supervisors of the County of Riverside approved the distribution framework of the second allocation of ARPA funds, to support eligible ARPA efforts within Riverside County including but not limited to: infrastructure (water, sewer, broadband), housing and homelessness, business revitalization, neighborhood revitalization, childcare facilities, and non-profits; and

WHEREAS, on January 6, 2022, the U.S. Department of the Treasury (U.S. Treasury) adopted a final rule implementing the Fiscal Recovery Funds which took effect on April 1, 2022 (Final Rule); and

WHEREAS, on October 19, 2021, Minute Order 3.5, the Board of Supervisors of the County of Riverside approved an Economic Recovery allocation of ARPA funds to support eligible small business incubator projects within Riverside County; and

WHEREAS, the County desires to reimburse and the Subrecipient desires to accept ARPA Fiscal Recovery Funds in a total amount not to exceed \$2,000,000.00, for expenditures identified in Attachment A related to the OASIS Innovation Park Project (Project); and

NOW THEREFORE, in consideration of the mutual benefits, covenants, terms and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
2. Contract Documents. This Agreement consists of this Agreement and the following attachments, attached hereto and by this reference incorporated herein:
 - 2.1 Attachment A – Project Scope
 - 2.2 Attachment B – U.S. Treasury ARPA Fiscal Recovery Funds Final Rule

- 2.3 Attachment C – Uniform Administrative Requirements, Cost Principles, Federal Provisions and Audit Requirements for Federal Awards -2 CFR Part 200 et seq
- 2.4 Attachment D – Indemnification and Insurance Requirements
- 2.5 Attachment E – Project Monitoring Requirements
- 2.6 Attachment F – Construction Requirements

3. Project; Scope of Work. Subrecipient shall be responsible for completion of all activities associated with Project design, implementation, installation, and construction, as described in **Attachment A**, on or before December 31, 2026, by first using funds received from the County in the amount provided in Section 4 of this Agreement. The Subrecipient shall also furnish timely reporting and documentation assuring Subrecipient’s compliance with the U.S. Treasury ARPA Guidelines (as stated in the Final Rule of the U.S. Department of the Treasury published in the Federal Register on January 27, 2022), and within the timelines and specifications provided in **Attachment E**. Under the provisions of the Agreement, the County shall bear no responsibility for the Project, including without limitation any activities associated with implementation, installation and construction, or any future operation or maintenance of the Project.

3.1 Project Signage. Subrecipient shall include appropriate acknowledgement of credit to the County for its support when promoting the Project or using any data and/or information developed under this Agreement. Signage shall be posted in a prominent location at the Project site and shall include the U.S. Department of Treasury’s, and the County’s color logos, along with the following disclosure statement: “Funding for this project has been provided in full or in part from the American Rescue Plan Act, and through an agreement with the County of Riverside.” The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

4. Funding.

4.1 County shall provide funding to Subrecipient in a total amount not to exceed \$2,000,000.00 (“Award”), in quarterly payments in accordance with progress pay estimates submittals, and in compliance with ARPA Guidelines as set forth in **Attachment B**, attached hereto and by this reference incorporated herein, for the completion of the Project. In the event that there is a conflict in the terms for payment in this Agreement and the terms in Attachments B and C, the terms in Attachments B and C shall take precedence. Subrecipient shall provide other non-federal funding at least equal to the amounts shown in **Attachment A**, attached hereto and by this reference incorporated herein, as a match to the funds provided by the County for the Project.

4.2 Except as expressly provided in **Attachment A** of this Agreement, Subrecipient shall not be entitled to, nor receive from County any additional funding or other type of remuneration for services rendered under this Agreement. The Award amount described in this Section is specifically for the Project and makes up the entire amount which the County has approved to fund the Project. Subrecipient shall not be entitled by virtue of this Agreement to consideration in excess of the specified project Award amount, and Subrecipient shall be responsible for any and all costs incurred above the Award amount for its implementation and completion of the Project. Any subsequent amendments to the Project’s scope or description are not covered by this Agreement, and the funding for any such amendments or for any Project cost overruns shall be the sole responsibility of Subrecipient, unless otherwise approved in writing by the County.

4.3 Should it be determined at any time by the Subrecipient or the County that the Subrecipient cannot, will not or is unable to complete the Project subject to this Agreement in accordance with the applicable State and Federal requirements and the provisions of this Agreement on or before December 31, 2026, then the subrecipient shall return 100% of the Award amount reimbursed

to Subrecipient for the Project, as outlined in Attachment A – Scope of Work, as of the date of notification to the County, within thirty (30) days of notification.

4.4 In the event the actual cost for the Project is less than Award, Subrecipient shall refund the difference to County within thirty (30) days of receipt of Certificate of Occupancy for the Project, or by June 30, 2026, whichever occurs first. Subrecipient shall return any reimbursed Award funds that have not been expended or are not adequately supported by invoices and documentation to the County, within thirty (30) days of completion of the Project, or upon request by the County, whichever occurs first.

5. Invoicing and Billing

5.1 Invoices.

5.1.1 Invoices shall be submitted via e-mail to RIVCOARPA@RIVCO.ORG. The final invoice from the Subrecipient will be submitted with enough time for the County to reimburse the Subrecipient prior to December 31, 2026, per the final rule of ARPA.

5.1.2 Supporting documentation shall accompany each invoice: copies of paid receipts and invoices of all Subrecipient Project costs incurred by Subrecipient.

5.1.3 To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:

5.1.3.1 County staff shall notify Subrecipient to obtain necessary additional documentation or clarification.

5.1.3.2 Subrecipient shall respond within ten (10) business days with required additional documentation or clarification to avoid disallowances/partial payment of invoice.

5.1.3.3 All invoices containing expenses that need additional documentation or clarification not provided to County within ten (10) business days of request shall have those expenses disallowed and only the allowed expenses shall be paid.

5.1.3.4 Subrecipient may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

5.2 Payments

5.2.1 If the conditions set forth in this Agreement are met, County shall pay, on/or before the thirtieth (30th) day after receipt of a complete and accurate invoice, the sum of money claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed and/or proper backup documentation is provided.

5.2.2 County shall not pay for unauthorized costs incurred by Subrecipient or for the claimed work which County monitoring shows have not been provided as authorized.

5.2.3 County retains the right to withhold payment on disputed claims.

6. Term. The Term of this Agreement shall be from March 1, 2024 until receipt of Certificate of Occupancy for the Project, or on December 31, 2026, whichever is sooner, unless sooner terminated as

provided herein.

7. Subrecipient Compliance Obligations. The Subrecipient agrees to comply with the terms and conditions of this Agreement. The Subrecipient also agrees to apply the terms and conditions of this Agreement to all of its subcontractors (if applicable) and to require their strict compliance therewith. If it is determined that the Subrecipient is noncompliant, County may temporarily withhold or disallow reimbursement of costs, under 2 C.F.R. Part 200, as supplemented by 2 C.F.R. Part 910.

7.1 Federal Provisions. Subrecipient and all of its subcontractors shall comply with the Uniform Administrative Requirements, Cost Principles, Federal Provisions and Audit Requirements for Federal Awards Provisions contained in **Attachment C**.

8. Contract Representatives.

8.1 County Representative. The County Office of Economic Development Director, or designee, shall be the designated representative who shall administer this Agreement on behalf of the County.

8.2 Subrecipient Representative. The Research & Economic Development office, or designee, shall be the designated representative who shall administer this Agreement on behalf of the Subrecipient.

8.3 The Contract Representatives may be contacted as described in Section 11, below.

9. Records and Audit.

9.1 Subrecipient shall store and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof. Any authorized representative of County shall have access to any writings as defined above for the purposes of making a report, audit, evaluation, or examination. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

9.2 If it is determined pursuant to an audit that any funds provided pursuant to this Agreement have been improperly expended, Subrecipient shall, at the direction of the agency performing the audit, reimburse the County within thirty (30) days the full amount of such improperly expended funds. The funds shall be reimbursed in accordance with the recommendations in the audit.

10. Monitoring of Contract Compliance and Progress Reports.

10.1 Contract Compliance. The Subrecipient shall comply with the monitoring arrangements set forth in **Project Monitoring Requirements**, and **Construction Requirements**, attached as **Attachments E** and **F**, respectively.

10.2 Project Progress Reports and Progress Pay Estimates. Subrecipient shall, as specified herein, provide quarterly reports detailing the Project's progress, including a financial status report and milestone progress report as described in **Attachment E**.

11. Notices. As used in this Agreement, notice includes but is not limited to the communications of any notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. All notices must be in writing. All such notices from one party to another may be delivered in person, sent via reputable overnight courier, or served by first-class mail, certified or

registered, postage prepaid, to each and all of the addresses set forth below.

If to County:

Riverside County Office of Economic Development

Attention: Suzanne Holland, Director
3403 10th Street, Suite 400
Riverside, CA. 92501

If to Subrecipient:

University of California, Riverside
Research & Economic Development
Attention: Ursula Prins
245 University Office Building
Riverside, CA 92521-0217

12. Conflicts of Interest. Subrecipient certifies 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 under this Agreement. Subrecipient further certifies that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement. In the event federal funds are used, in whole or in part, for this Project, Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2. C.F.R. section 200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through Recipient, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2. C.F.R. section 200.12.

13. Nondiscrimination. During any period in which Subrecipient is in receipt of funds from County, Subrecipient and its Board, officers, employees, agents, or representatives shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Subrecipient and its officers, employees, agents, or representatives shall comply with all applicable Federal, State and local laws and regulations related to non- discrimination and equal opportunity, including without limitation the Subrecipient's own non- discrimination policy; Title VI of the Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the U.S. Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. sections 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations, and Subrecipient's own non-discrimination policy.

Subrecipient shall include the non-discrimination and compliance provisions of this Section in all subcontracts to perform work under or as a derivative of this Agreement.

14. Indemnification. The Subrecipient shall be bound by the indemnification, hold harmless and defend provisions contained in **Attachment D**.

15. Insurance. Subrecipient shall obtain, and maintain, or caused to be obtained and maintained, at all times during the Term of this Agreement, insurance coverage in the amounts and coverage specified in **Attachment D**.

16. Termination. Either Party may terminate this Agreement upon a determination that the other Party is not complying with ARPA terms and conditions. The County may withhold additional planned distributions of funding to Subrecipient pending receipt of requisite reporting requirements by Subrecipient to the County as described herein.

17. Compliance with Laws. The Subrecipient is required to comply with all applicable federal, state and local laws and regulations for all work performed or funded by and through this Agreement. The Subrecipient is required to obtain all necessary federal, state and local permits, authorizations and approvals for all work performed under this Agreement. County confirms that the preparation of an Addendum (California Environmental Quality Act [CEQA] document that will be prepared for the proposed OASIS Park Project) would satisfy the National Environmental Policy Act [NEPA] requirements and that Subrecipient does not need to prepare an Environmental Assessment (EA) for the proposed OASIS Park Project under this Agreement.

18. Disputes. The Parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the Parties. The Subrecipient shall proceed diligently with the Project described in this Agreement pending the resolution of a dispute. The Parties reserve the right to pursue any remedies at law or in equity should any dispute relating to this Agreement not be resolved by the Parties. Notwithstanding the foregoing, prior to the filing of any legal action related to this Agreement, the Parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediations.

19. Status of Subrecipient. The Subrecipient is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the County. It is expressly understood and agreed that the Subrecipient (including its employees, or agents) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties nor is there a joint venture; and Subrecipient shall indemnify and hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

19.1 All acts of Subrecipient and its officers, employees, agents, or representatives, relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. Subrecipient, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. No agent, officer or employee of the County is to be considered an employee of Subrecipient. At all times during the term of this Agreement, the Subrecipient and its officers, employees, agents, or representatives are, and shall represent and conduct themselves as, independent contractors and not employees of County.

19.2 Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means for completion of the Project described in this Agreement. If necessary, Subrecipient has the responsibility for employing or engaging other persons or firms to assist Subrecipient in fulfilling the terms and obligations under this Agreement.

19.3 If in the performance of this Agreement any third persons are employed by Subrecipient, such persons shall be entirely and exclusively under the direction, supervision, and control of Subrecipient. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Subrecipient. It is further understood and agreed that Subrecipient must issue W-2 forms or other forms as required by law for income and employment tax purposes for all Subrecipient's assigned personnel under the terms and conditions of this Agreement.

20. Entire Agreement. This Agreement is the result of negotiations between the Parties. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

21. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

22. Governing Law and Venue. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County, California.

23. Construction/Interpretation. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

24. No Waiver. Failure of the Parties to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

25. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

26. Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

28. Use of Electronic (Digital) 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

[Signature Provisions on Following Page]


28. Authority to Enter Agreement. Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the Parties thereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as indicated beside each Party's signature.

COUNTY:
COUNTY OF RIVERSIDE, a political subdivision

SUBRECIPIENT:
The Regents of the University of California, a statutory corporation, on behalf of its Riverside campus

of the State of California
By: 
CHUCK WASHINGTON
Chair, Board of Supervisors

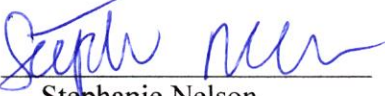
By: 
Ursula N. Prins
Pre-Award Manager
University of California Riverside

ATTEST:
Clerk of the Board
Kimberly Rector

By: 
Deputy

(Seal)

APPROVED AS TO FORM
Minh C. Tran
County Counsel

By: 
Stephanie Nelson
Deputy County Counsel

Attachment A – Project Scope

OASIS Park Project Overview

The Subrecipient will complete all planning, design, and procurement necessary to complete the OASIS Park project. The Subrecipient will construct a new, approximately 50,000 gross square foot (GSF) building with the facilities to catalyze research partnerships, technology training, technology transfer, and the creation, attraction, and growth of innovation-based companies to the region. Envisioned spaces include: Research laboratories, technology incubator, training facilities, hybrid-learning rooms, offices, community spaces, and support spaces.

Scope of Work

Project Award funds will be used for demolition of the existing 196,641 gross sq. ft. UNEX building and 54,000 sq. ft. parking structure currently located on the OASIS Park project site.

Project Budget

ITEM	DESCRIPTION	COUNTY OF RIVERSIDE ARPA PROJECT FUNDING AMOUNT (Not to Exceed)	SUBRECIPIENT NON-FEDERAL FUNDING AMOUNT	ESTIMATED PROJECT COST*
1	Planning (inc. Site Acquisition)	\$0	\$9,386,000	\$10,386,000
2	Design	\$0	\$1,728,000	\$1,728,000
3	Spec Review, Bid/Award	\$0	\$1,386,000	\$1,386,000
4	Demolition & Construction	\$2,000,000 (Demolition only)	\$49,500,000	\$51,500,000
5	Admin Closeout	\$0	\$0	\$0
TOTAL:		\$2,000,000	\$62,000,000	\$65,000,000

*\$1,000,000 in Federal Funding is committed from another source.

Schedule

ITEM	DESCRIPTION OF SUBMITTAL	ESTIMATED DUE DATE
1	Planning	Complete
2	Bid/Award	February 22, 2024
4	Design Completion	March 31, 2024
5	UNEX Demolition and start of construction	March 31, 2025
6	Construction completion/occupancy	August 31, 2026

Attachment B – U.S. Treasury ARPA Fiscal Recovery Funds Final Rule

**Attachment C – Uniform Administrative Requirements, Cost Principles, Federal Provisions and
Audit Requirements for Federal Awards -2 CFR Part 200 et seq**

2 CFR Part 200 attached hereto

ATTACHMENT C CONTINUED

FEDERAL PROVISIONS

Should funding be allocated through American Rescue Plan Act (ARPA; (Title VI of the Social Security Act Section 602 et seq.), the COUNTY will administer and distribute those funds in accordance with ARPA. ARPA requires that payments from the Coronavirus Fiscal Recovery Fund be used to respond to the public health emergency or its negative economic impacts, to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay, provide government services to the extent the reduction of revenue due to COVID-19 public health emergency, and to make necessary investments in water, sewer or broadband infrastructure. It is effective beginning May 17, 2021 and ends on December 31, 2026.

Subrecipient acknowledges and agrees that this Agreement is subject to the federal requirements, including but not limited to the federal provisions provided below:

1. **NON-DISCRIMINATION.** Subrecipient shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

2. **EQUAL EMPLOYMENT OPPORTUNITY/ FAIR EMPLOYMENT PRACTICES/ FEDERAL PROVISIONS.** During the performance of this Agreement, the Subrecipient shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Subrecipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

A. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.

B. The Subrecipient shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

3. **CLEAN AIR ACT.** The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq. The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California

Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT

The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

The Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Subrecipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Subrecipient] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

SUBRECIPIENT

By _____
Date _____

7. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. The Subrecipient agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions
- B. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- C. The Subrecipient agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. In compliance with the Disaster Recovery Act of 2018, the County and the Subrecipient acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The Subrecipient shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Subrecipient will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Subrecipient acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to this Agreement.

13. FEDERAL PREVAILING WAGE

DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement expenses incurred in connection with the services provided under this Agreement, Subrecipient agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

A. The Subrecipient shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. Additionally, wages are required to be paid not less than once a week.

B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu

for State, select, "California." In the drop down menu for County, select "Riverside." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

The Federal minimum wage rates for this project are predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California DIR for similar classifications of labor, the Subrecipient and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Subrecipient and subcontractors, the Subrecipient and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

14. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

A. Compliance: Subrecipient agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

B. Overtime: No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of paragraph B of this section, the Subrecipient and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph B.

D. Withholding for unpaid wages and liquidated damages: Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

E. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT— Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

16. RIGHTS TO DATA AND COPYRIGHTS – Subrecipients and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

B. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. Exceptions.

(1) This clause does not prohibit contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (2) By necessary implication and regulation, the prohibitions also do not apply to:
- a. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

D. Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. Page 10

E. Subcontracts. The Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

18. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes -

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Attachment D – Indemnification and Insurance Requirements

INDEMNIFICATION

A. Basic Indemnity

1. To the fullest extent permitted by applicable law, Subrecipient agrees to indemnify, hold harmless and defend the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, persons under Subrecipient's direction and control, and representatives ("Indemnitees") and each of them from any and all Losses that arise out of the performance of this Agreement, but only in proportion to and to the extent such Losses are caused by or result from any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of Subrecipient, their respective employees, agents, or representatives.

2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgements, settlements and expenses, including, without limitation, reasonable 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.

B. Indemnity for Design Professionals

1. To the fullest extent permitted by Applicable Law, Subrecipient agrees to, indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of the performance of this Agreement, but only in proportion to and to the extent such Losses are caused by or result from the negligent, reckless or willful misconduct constituting professional negligence on the part of Subrecipient, or their respective employees, agents, representatives. Subrecipient shall defend and pay, all costs and fees, including but not limited to reasonable attorney fees, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of the negligent, reckless or willful misconduct of Subrecipient arising out of the performance of professional design services under this Agreement. The duty to defend applies to actual negligence, recklessness, or willful misconduct of Subrecipient. The cost for defense shall apply whether or not Subrecipient is a party to 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 Subrecipient, if any.

2. Without affecting the rights of County under any other provision of this Agreement, Subrecipient 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 Subrecipient and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

C. Subrecipient agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

D. Subrecipient'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.

E. The Indemnitees shall be entitled to seek their reasonable attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

INSURANCE REQUIREMENTS

Without limiting or diminishing the Subrecipient's obligation to indemnify or hold the County harmless, Subrecipient 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. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation: If the Subrecipient has employees as defined by the State of California, the Subrecipient shall maintain statutory Workers Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Subrecipient's performance of its obligations hereunder. Policy shall name the County 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. Policy shall name the County as Additional Insureds.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Subrecipient shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

D. Professional Liability: Subrecipient shall maintain Professional Liability Insurance providing coverage for the Subrecipient'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 Contractor'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 Subrecipient shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from 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 Subrecipient has Maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows. Policy shall name the County as Additional Insureds.

E. General Insurance Provisions - All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2. The Subrecipient must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Subrecipient's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. Subrecipient shall cause Subrecipient's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Subrecipient insurance carrier(s) policies does not meet the minimum notice requirement found herein, Subrecipient shall cause Subrecipient's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Subrecipient shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5. It is understood and agreed to by the parties hereto that the Subrecipient's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment

to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the Subrecipient has become inadequate.

7. Subrecipient shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

9. Subrecipient agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement

Attachment E - Project Monitoring Requirements

Quarterly Progress Reports shall be submitted on the 21st of the month following the previous quarter. Quarterly reports shall be sent via e-mail to RIVCOARPA@RIVCO.ORG. The quarterly report shall include Project photographs, and a brief description of the work performed during the reporting period, including photographs, construction status, milestones achieved, financial status report including cost incurred to date, cash flow projections, schedule updates, and any problems encountered in the performance of the work under this Agreement. The progress pay estimate for the reporting period shall be included as part of the quarterly progress report submittal.

In addition to the above, project schedule and cashflow projection updates shall be emailed to the County on a monthly basis.

Attachment F - Construction Requirements

SUBRECIPIENT shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of the Project.
2. Subrecipient, shall follow construction contracting modes approved for that facility.
3. Provide County a copy of the engineering design cost proposal and associated design schedule for the Project.
4. Advertise and award public works construction contracts for the Project and begin construction per the schedules included in **Attachment A** of this Agreement.
5. Prior to advertising the Project for public works construction contract, obtain all necessary permits, approvals, or agreements as may be required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of the Project, and/or as required by delivery method employed on this Project. Assume sole responsibility for compliance with the requirements of all regulatory permits, including any amendments thereto, pertaining to the construction, operation and maintenance of the Project.
6. Implement or cause to be implemented, all environmental mitigation required in association with the construction, operation and maintenance of the Project.
7. Prior to advertising the Project for public works construction contract, and/or as required by delivery method employed on this Project, obtain all necessary permits, licenses, agreements, approvals, rights of way, rights of entry, encroachment permits, and temporary construction easements as may be needed to construct, operate and maintain the Project.
8. Advertise, award and administer a public works construction contract for the Project pursuant to the provisions of applicable laws for public works improvements, including but not limited to the California Public Contract Code, Government Code and Labor Code.
9. Certify and cause its contractor to certify, that it 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 Subrecipient and its Contractor are 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 Subrecipient and its Contractor are 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 parties with one or more agreements with the State of California, the County of Riverside, or any other local agency, with a value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in these documents, failure to comply with the economic sanctions and all applicable reporting requirements may result in disqualification or termination of the Construction Agreement, if awarded.

For Parties and contractors with an agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, the County of Riverside, or any other local agency, 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.

To comply with this requirement, Subrecipient and its contractors shall insert their name and Federal ID Number (if available) on the Certification Form attached hereto, execute by a duly authorized representative for the contractor and return to the County.

10. The Subrecipient shall require, and the specifications, bid and contract documents shall require all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Project, to pay at least general prevailing wage rates to all workers employed in the execution of the contract, to post a copy of the general prevailing wage rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code and applicable laws relating to general prevailing wage rates.

11. Each prime contractor engaged to perform work on the Project shall be required to furnish (i) labor and material payment bonds, and (ii) contract performance bonds, each in an amount equal to 100% of the contract price naming the Recipient as obligee and issued by a California admitted surety which complies with the provisions of Section 995.660 of the California Code of Civil Procedure.

12. Provide COUNTY with written notice that Subrecipient has awarded a public works construction contract for the Project. The written notice shall include the Contractor's actual bid amounts for the Project, setting forth herein the lowest responsible bid contract amount as per employed delivery method.

13. Prior to commencing Project construction, provide to County:

a. A construction schedule which shall show the order and dates in which Subrecipient or Subrecipient's contractor proposes to carry on the various parts of work, including estimated start and completion dates, and

b. A confined space procedure specific to the Project. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5156 et seq. and County's Confined Space Procedures, SOM-18.

14. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all working on the site.

15. Order the relocation of all utilities within Subrecipient rights of way which

conflict with the construction of the Project and which must be relocated at the expense of who may have superior property rights.

16. Procure or caused to be procured insurance coverages during the term of this Agreement. Subrecipient shall require its Project construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to Subrecipient issuing a Notice to Proceed to its construction contractor(s) to begin construction of the Project, an original certificate of insurance evidencing the required insurance coverage shall be provided to County. At minimum, the procured insurance coverages should adhere to the County's required insurance provided in **Attachment D** to this Agreement.

17. Construct, or cause to be constructed, the Project pursuant to a Subrecipient administered public works construction contract, in accordance with the contracting modes approved for that facility, and pay all costs associated therewith.

18. Inspect Project construction or cause Project's construction to be inspected by its construction manager and pay all costs associated therewith.

19. Provide County with a copy of the Subrecipient's received Certificate of Occupancy.

20. Keep an accurate accounting of the Project's cost and provide this accounting to County with Subrecipient's received Certificate of Occupancy. The final accounting of construction cost shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, Subrecipient approved change orders and other such construction contract documents as may be necessary to establish the actual cost of construction for the contracting modes approved for that facility. Subrecipient shall be responsible to pay any amounts in excess of Award amount provided in this Agreement.

21. Refund to County, at the time of providing a received Certificate of Occupancy, any unexpended portions of Award amount within thirty (30) days of receipt of the Certificate of Occupancy.

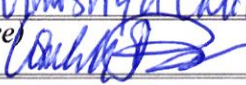
**COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS
IN UKRAINE**

Prior to bidding on, submitting a proposal, or executing a contract, a party/contractor must certify: 1) it is not a target of economic sanctions and 2) in compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

To comply with this requirement, please insert the party/contractor name and Federal ID Number (if available), complete the information described below and execute by an authorized representative of the contractor.

CERTIFICATION

I, the authorized representative for contractor named below, certify I am duly authorized to execute this certification on behalf of the contractor below, and the contractor identified below has conducted a good faith review of existing contracts. I attest that the contractor is not a target of economic sanctions, and that contractor is in compliance with the economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any requirements related to the Russian sanctions imposed by the California Governor's Executive Order N-6-22 issued on March 4, 2022 and under state law, if any.

<i>Party/Contractor Name (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
The Regents of the University of California, on behalf of		975-4002142	
<i>By (Authorized Signature)</i>			
 AS Course Manager			
<i>Printed Name and Title of Person Signing</i>			
Ursula N. Prins PreAward Manager			
<i>Date</i>			
4/10/2024			