

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



**ITEM: 3.15  
(ID # 24855)**

**MEETING DATE:**  
Tuesday, June 04, 2024

**FROM :** EMERGENCY MANAGEMENT DEPARTMENT

**SUBJECT:** EMERGENCY MANAGEMENT DEPARTMENT: Approve and Execute the Professional Service Agreement with Hagerty Consulting, Inc. for the Family Assistance Center Plan between Emergency Management Department and Hagerty Consulting, Inc. effective April 30, 2024 through December 31, 2024 with an option to renew for an additional 1 year period, not to exceed \$130,615. All Districts. [Total cost \$130,615, 100% Federal Funds]

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

1. Approve the Professional Service Agreement #EMARC-1001-06/25 with Hagerty Consulting, Inc. for the Family Assistance Center Plan between Emergency Management Department and Hagerty Consulting, Inc. effective April 30, 2024 through December 31, 2024 with an option to renew for an additional 1 year through December 31, 2025 and not to exceed \$130,615 over the total period of performance; and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved as to form by County Counsel, to (a) sign amendments that exercise the options of the Agreement including to make modifications to the scope of services that stay within the intent of the Agreement; and (b) to issue Purchase Orders for services that do not exceed the approved aggregate amount throughout the period of performance.

**ACTION:**

  
Ramon A. Leon, DEPUTY DIRECTOR OF EMERGENCY MANAGEMENT DEPT

5/6/2024

  
Bruce Barton, EMD Director

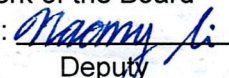
5/8/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 4, 2024  
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>	\$ 43,538	\$ 87,077	\$ 130,615	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% Federal Funds</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 23/24- 24/25</b>	

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

**BACKGROUND:**

**Summary**

The County of Riverside Purchasing Department on behalf of the Emergency Management Department (EMD) submitted a Request for Proposal (RFP) to provide a Family Assistance Center Plan. EMD awarded Hagerty Consulting, Inc. to provide services to initiate, coordinate, and develop two complete full-scale Family Assistance Center (FAC) Plans for both the County of Riverside Operational Area and County of San Bernardino Operational Area. Upon completion of these plans, the awarded vendor will also facilitate a tabletop exercise to test the two completed plans.

The awarded vendor will ensure the goals of the FAC are addressed and obtainable within the plan. The goal of the FAC is to provide support and assistance to individuals and households impacted by potential or actual disaster incidents. During a regional event where Riverside and San Bernardino County are impacted, the County of Riverside, Department of Emergency Management, and the County of San Bernardino, Office of Emergency Services, as part of their overall response operations, shall establish a FAC at a pre-designated location, if possible. This is a multi-agency operation and supported by numerous other agencies, non-governmental partners, federal agencies, and a cadre of trained volunteers that will be called upon to support the center.

**Impact on Residents and Businesses**

The scope of this plan includes activation, operation, and demobilization strategies for FACs within the Riverside and San Bernadino County Operational Area (covering all cities and unincorporated areas). As such, the plan seeks to provide a framework for establishing and managing FACs in the Operational Area during both large- and small-scale incidents to ensure consistency of response and management, and to establish a baseline of assistance to the residents affected/impacted by the incident.

**Contract History and Price Reasonableness**

On July 27, 2023, a Request for Proposal (RFP) #EMARC-00032 for a FAC Plan, was released on the Public Purchase website by EMD through Riverside County Purchasing and Fleet



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Services to obtain these services for two (2) years. The bid closed on September 13, 2023 and proposals were received from Hagerty Consulting, Inc. and Tetra Tech. The bid responses were evaluated based on the criteria set forth in the RFP: bidders proposal response, qualifications/experience, proposed implementation plan, overall cost to the County, references with demonstrated success with similar work to the Scope of Services, financial clarifications, and credentials/resumes/licenses and certifications. It was determined that both proposal submittals were timely and responsive.

Based on the overall evaluation process, Hagerty Consulting, Inc. was awarded the contract for coordination, oversight, and planning of the Family Assistance Center Plan Agreement #EMARC-1001-06/25 as the most responsive bidder.

**ATTACHMENTS:**

Professional Service Agreement #EMARC-1001-06/25

  
Melissa Curtis, Deputy Director of Purchasing and Fleet 5/22/2024

  
Rebecca S Cortez, Principal Management Analyst 5/29/2024

  
George Trindle, Chief ASST COUNTY COUNSEL 5/23/2024

**PROFESSIONAL SERVICE AGREEMENT**

for

**FAMILY CARE ASSISTANCE CENTER PLAN**

between

**COUNTY OF RIVERSIDE**

and

**Hagerty Consulting, Inc.**





**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services .....	3
2. Period of Performance .....	3
3. Compensation .....	3
4. Alteration or Changes to the Agreement .....	4
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products .....	6
7. Conduct of Contractor .....	6
8. Inspection of Service: Quality Control/Assurance .....	7
9. Independent Contractor/Employment Eligibility.....	7
10. Subcontract for Work or Services.....	9
11. Disputes .....	9
12. Licensing and Permits .....	9
13. Use by Other Political Entities.....	9
14. Non-Discrimination .....	10
15. Records and Documents .....	10
16. Confidentiality .....	10
17. Administration/Contract Liaison .....	11
18. Notices .....	11
19. Force Majeure.....	11
20. EDD Reporting Requirements .....	11
21. Hold Harmless/Indemnification.....	12
22. Insurance .....	12
23. General .....	15
Exhibit A-Scope of Service .....	18
Exhibit B- Payment Provisions.....	26
Exhibit C- Federal Contract Provisions .....	29

This Agreement is made and entered by and between Hagerty Consulting, Inc., an Illinois corporation registered to do business in the State of California (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (herein referred to as "COUNTY"), on behalf of the Emergency Management Department ("EMD"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement, and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through December 31, 2024, with the option to renew for one additional year, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thirty thousand, six hundred and fifteen dollars (\$130,615) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.



**3.2** No price increases will be permitted during the first year of this Agreement. The CONTRACTOR will provide the Consumer Price Index data for the All Consumers, All Items – Greater Los Angeles, Riverside, and Orange County area to the County each subsequent year during the contract Term, as may be extended by exercise of one or more options, for proof of price increases. If there is a percentage increase, the COUNTY can adjust the CONTRACTOR blended rates by the percentage increase as part of the exercise of an option to extend. No retroactive price adjustments will be considered.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Invoices shall be prepared in duplicate. For this Agreement, the original and duplicate copies of invoices shall be sent to:

Emergency Management Department

Attn: Fiscal Accounts Payable

450 E. Alessandro Blvd.

Riverside, CA 92508

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (EMARC-1001-06/25); quantities; item descriptions; unit prices; extensions; sales/use tax, if applicable; and total dollar amount of the invoice.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing, and this Agreement shall be deemed terminated, with no further force and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors, the COUNTY Purchasing Agent, and the COUNTY Purchasing Agent's designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required



for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he or she may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days' written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days' written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a



debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest in, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

7.4 During the term of this Agreement and for one (1) years after the Agreement is terminated, CONTRACTOR will not indirectly or directly solicit to hire any individual who is employed by COUNTY.



**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement, and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR 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 CONTRACTOR (including its employees, agents, and subcontractors) 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, and CONTRACTOR shall 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. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees



performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. section 1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware of a Covered Individual providing services directly relative to this Agreement becoming debarred, excluded or an otherwise an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.



**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** 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. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Procurement Compliance Officer who shall furnish the decision in writing. The decision of the COUNTY's Procurement Compliance Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** 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.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use by Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.



**14. Non-Discrimination**

CONTRACTOR shall not 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. § 12101 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.



**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

RIVERSIDE COUNTY, EMD  
450 E. Alessandro Blvd, Riverside, CA 92508  
Attn: EMD Fiscal

**CONTRACTOR**

Hagerty Consulting, Inc.  
1618 Orrington Avenue, Suite 201  
Evanston, IL 60201  
Attn: Katie Freeman, Director of Operations

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access the Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).



**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorneys' fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

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

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

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's 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 CONTRACTOR has employees as defined by the State of California, the CONTRACTOR 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 CONTRACTOR'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 is used in the performance of the obligations under this Agreement, then CONTRACTOR 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. 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 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 CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of 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 Risk Manager, CONTRACTOR'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) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY 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 prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CONTRACTOR insurance carrier(s) policies do not meet the minimum notice requirement found herein, CONTRACTOR shall cause CONTRACTOR'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 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 as set forth herein and the insurance required herein is in full force and effect. CONTRACTOR 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 CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's 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 Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7) CONTRACTOR 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) CONTRACTOR 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.



**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement that is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request, or, at its option, the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.



**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12 Electronic Signatures:**

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of the Agreement agrees to the use of electronic signatures, such as a digital signature that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein 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. 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.

**23.13** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.


**23.14** CONTRACTOR shall comply with and sign the Federal Contract Provisions as outlined in Exhibit C.

*[Signature page to follow]*



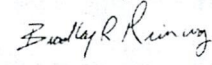
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California

By:   
Chuck Washington, Chair  
Board of Supervisors

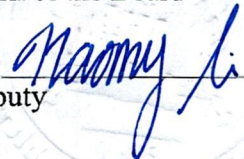
Dated: 6/04/2024

**Hagerty Consulting, Inc.**,  
an Illinois corporation

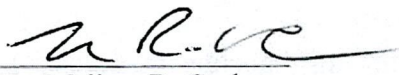
By:   
Bradley R. Grining  
Chief Operating Officer

Dated: 06/07/2024

ATTEST:  
Kimberly Rector,  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By:   
Melissa R. Cushman  
Deputy County Counsel

Dated: April 11, 2024

JUN 04 2024 3.15



**EXHIBIT A**  
**SCOPE OF SERVICE**

1. Hagerty Consulting, Inc. (CONTRACTOR) shall provide Riverside County Emergency Management Department (COUNTY) with services to initiate, coordinate, and develop two complete full-scale Family Assistance Center (FAC) Plans for both the County of Riverside Operational Area and County of San Bernardino Operation Area.
  - 1.1. This project plan is to assist individuals and households impacted by potential or actual disaster incidents. Both of the County Agencies as part of their overall response operations, to establish a Family Care Assistance Center (FAC) at a pre-designated location, if possible. This plan shall be accessible under a multi-agency operation supported by numerous other agencies, non-governmental partners, federal agencies, and a cadre of trained volunteers that will be called upon to support the center. The goal of the center shall be to collect from family and friends of victims to reunite them, whether living or deceased, provide crisis intervention and professional mental health services, and other applicable social services needed as a result of the tragedy. Examples of mass casualty events include terrorism and large-scale accidents.
2. Project Management Plan: the CONTRACTOR shall work with the COUNTY designated Emergency Management/Office of Emergency Service (EMD/OES) Planning Team to schedule a virtual Project Kickoff Meeting with all relevant stakeholders. The objective of this meeting shall allow the CONTRACTOR to best understand how to manage all elements of the project; confirm unity of vision and effort; and establish channels of communication, included Microsoft Teams and SharePoint, for streamlined document sharing and collaboration.
  - 2.1. CONTRACTOR shall leverage information provided during this meeting to develop a Project Management Plan (PMP), schedule project check-in meetings with EMD/OES Planning Team, and establish an information and document sharing process. The PMP will provide specific staffing roles and responsibilities on behalf of the CONTRACTOR's support team.
  - 2.2. Ongoing Project Management: CONTRACTOR's core tasks and project management approach will be designed to provide the COUNTY with increased transparency into overall project status, coordinate efforts seamlessly, and maintain open line of communication. The CONTRACTOR's designated Project Manager shall serve as the COUNTY's primary point of contact and daily liaison responsible for meeting the needs of the COUNTY Planning Team.
    - Project Management Tools and Tactics:
      - Project Status Meetings - shall provide overall updates and seek feedback on key issues or decision points. Shall include a review of timeliness against the PMP.
      - SharePoint/Microsoft – shall be maintained throughout the project to assist both document sharing and storage as well as overall project management. Shall also include an integrated project schedule shared among the CONTRACTOR's and COUNTY's designated teams.
      - Perfolio – CONTRACTOR's internal management tool that tracks and allocates time associated with projects and specific tasks. Shall be used to track CONTRACTOR's consultant time on a weekly basis (with daily/hourly tracking) in support of budget and task management.



- Following the acceptance by the COUNTY of the delivery of final planning documentation, CONTRACTOR will schedule a Project Closeout Meeting to confirm transfer and receipt of all final deliverables and address any outstanding project-specific or administrative items before concluding the effort.
3. Gap Analysis and Plan Assessment: Upon execution of this Agreement the CONTRACTOR shall initiate the project, including the facilitation of a Kickoff Meeting and the development of a PMP. From the COUNTY the CONTRACTOR will gather and analyze information, determining priorities, and objectives, and developing strategies and activities to achieve the desired outcome for developing comprehensive planning documents.
- 3.1. Initiating the Planning Team: CONTRACTOR will work with COUNTY designated planning team to identify key stakeholders to participate in a Collaborative Planning Team (CPT). The CPT shall contain partners with exiting Family Assistance Center (FAC) plans, and roles, and responsibilities associated with these plans. CONTRACTOR will produce and maintain a roster of CPT members.
- 3.2. Gathering and Analyzing Information: After convening the CPT and initiating the planning process, the CONTRACTOR's team will collect and analyze existing plans, policies, and procedures from COUNTY stakeholders. This will include previously developed plans, COUNTY EMD/OES policies and processes, and after-action reports (AARs) from previously conducted exercises or real-world events to identify information required to develop plans and any planning gaps.
- 3.3. Determining Priorities and Objectives: The information collected and analyzed, the CONTRACTOR's designated Project Manager/Lead Consultant and Project Executive shall present findings and observations to the COUNTY's Planning Team leadership to validate the priorities and objectives necessary to develop the FAC Plans in a manner that most appropriately supports the COUNTY's EMD/OES and stakeholder needs.
- 3.4. Plan Design and Development: to support the plan design and development, CONTRACTOR shall manage the invitation process for COUNTY EMD/OES stakeholders and collaborate with the COUNTY to secure locations for all planning meetings. The CONTRACTOR shall work with COUNTY designated key stakeholders to engage additional planning team members to consider their own respective preparedness efforts and submit to the CONTRACTOR's team the priority related to issues they would like to have addressed by the planning sessions. This will provide CONTRACTOR the ability to provide the COUNTY with a view of partner concerns and initiate a plan development process with a whole community perspective. The CONTRACTOR shall accomplish this through a series of three (3) planning workshops. This will include one (1) in person and two (2) virtual meetings.
- In accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), CONTRACTOR shall conduct a combined Concepts & Objectives (C&O) Meeting and Initial Planning Meeting (IPM), as well as a Final Planning Meeting (FPM) for each plan.
4. CONTRACTOR's goal and format for each planning meeting shall consist of the following:
- Concept & Objectives Meeting and Initial Planning.
  - Mid-Term Planning Meetings



- Final Planning Meeting
- Exercise Design
- Player Hot Wash
- Conduct Facilitator and Evaluator Debrief
- Draft and Final Version After-Action Report
- After-Action Meeting
- Project Closeout

4.1. Concept & Objectives Meeting and Initial Planning: consistent with HSEEP the CONTRACTOR shall initiate a collaborative exercise planning effort by leading a combined C&O meeting and IPM that will determine the purpose and scope of the plans, gather input from the planning team, develop and finalize exercise objectives, and begin to discuss scenario options to support those objectives.

- Specific topics covered during the C&O meeting and IPM will include:
  - The purpose of the planning series;
  - The plan's respective objectives;
  - Scenario and case study options that will support plan objectives;
  - The expected scope of participation;
  - Available resources;
  - Lessons learned from prior exercises and real-world events both locally and nationwide;
  - Evaluation concepts and priorities; and
  - Any local issues, concerns, and sensitivities.
- To facilitate discussion, the CONTRACTOR's team will prepare a read-ahead packet for the C&O/IPM that will include at a minimum, an agenda and a summary of suggested scenario/case study options based on the pre-meeting input of both COUNTY EMD/OES and other team members. CONTRACTOR shall aim to provide all read-ahead materials to the planning team approximately one week before the meeting. The CONTRACTOR's team, led by Project Manager/Lead Consultant, shall review the agenda and work with the planning team to determine workshop objectives, format, and content.

4.2. Mid-Term Planning Meetings: a series of planning meetings, taking place virtually, will allow for participants of the CPT to 1) review the progression of plan development, 2) provide feedback to inform any plan revisions, 3) continue to allow participants of the CPT to understand FAC planning so that they can keep their partners up to date with status, including possible participation in future preparedness initiatives.

4.3. Final Planning Meeting: will serve as meeting to finalize content and tools of the FAC plans. The meeting is expected to last no more than 90-minutes in length, and provide participants with an opportunity to engage in a series of simple questions to make sure the CPT has an opportunity to provide any last feedback prior to validation in a joint exercise.

4.4. Exercise Design: CONTRACTOR shall follow HSEEP methodology to design and conduct the exercise. As part of the IPM for a joint discussion-based exercise, CONTRACTOR will conduct a briefing on HSEEP to inform the Exercise Planning Team (EPT) for the specific exercise about the process, and more specifically the value of the process. The HSEEP principles will be adapted by the CONTRACTOR to reflect the needs and preferences of COUNTY EMD/OES stakeholders. This will



ensure that each exercise is designed to meet the specific requirements of the COUNTY and is tailored to the needs of the stakeholders.

4.5. Exercise Design Approach and Deliverables:

<b>Exercise Activity and Description</b>	<b>Documentation</b>
<p><b>Concepts and Objectives and Initial Planning Meeting</b>                      Identify foundation of exercise (purpose, scope, objectives, core capabilities, scenario elements, and project milestones).                      Assign EPT members to specific roles.                      Identify the evaluation requirements – exercise objectives.                      Identify exercise location and duration.                      Confirm future planning meetings, needs assessment, and implementation requirements.</p>	<p>Agenda                      Core capabilities                      Threat and Hazard Information                      Exercise location information                      Exercise planning timeline                      Supporting presentation                      Sign-in sheets                      Meeting notes</p>
<p><b>Mid-Term Planning Meeting</b>                      Conduct a working session for the planning committee to review draft documents.                       Provides an opportunity to further refine the exercise documents by incorporating recommendations and changes suggested by the planning committee.</p>	<p>Agenda                      Draft Situation Manual (SitMan) to include purpose, scope, objectives, scenario elements.                      Draft Facilitator Guide                      Sign-in sheets                      Meeting notes</p>
<p><b>Final Planning Meeting</b>                       Working session to review and provide final feedback on exercise documents, background materials, exercise objectives, scope of play, and support requirements.                       Coordinates any final exercise logistical issues.</p>	<p>Agenda                      Final draft SitMan                      Final draft facilitator guide                      Exercise Evaluation Guides (EEGs)                      Player handout                      Media or public affairs guidance (if applicable)                      Participant feedback form                      Sign-in sheets                      Meeting notes</p>

4.6. Player Hot Wash: CONTRACTOR, immediately following the exercise shall facilitate a hot wash for participants that will last approximately 30 to 60 minutes. Allowing all participants to provide immediate feedback and enable the CONTRACTOR’s team to capture additional information about the events while it is still at the forefront of each participant’s recall. The CONTRACTOR’s team will provide participant feedback forms or a link to a similar web-based survey for participants to record their thoughts immediately after exercise play. At minimum, exercise players will be included



int the hot wash; the EPT will decide in the exercise planning process whether observers will also be invited to contribute their thoughts.

- 4.7. Conduct Facilitator and Evaluator Debrief: following the exercise play, the CONTRACTOR's facilitators shall debrief with the evaluators and member of the EPT. This debrief meeting shall be held either in person immediately following the hot wash or as a later video conference at the discretion of COUNTY EMD/OES, and will provide an initial overview of strengths and opportunities for improvement identified during play. Meeting shall last a minimum of thirty minutes, depending on the scope of the exercise.
  - 4.8. Draft and Final Version After-Action Report (AAR):an AAR and Improvement Plan (IP) are critical to translating the information learned from the exercise into actionable improvement goals. The CONTRACTOR's team shall identify planning and preparedness gaps, and develop targeted solutions to address these gaps, with an emphasis on ensuring recommendations are actionable and include both short and long-term resolutions to critical issues. CONTRACTOR shall prepare a consolidated AAR and IP that includes specific areas for improvement based on the exercise, drawing upon information recorded by exercise evaluators using the EEGs that track the achievement of objectives and the demonstration of key capabilities. The report will also draw on information gathered in the hot wash and participation feedback, and the workshops. The draft AAR and IP will include an exercise summary that describes the overarching purpose, objectives, and scenario; an analysis based on exercise objectives and capabilities; and recommendations for improvement. The CONTRACTOR and COUNTY shall work together to prepare action items and vet these items with the EPT during the After-Action-Meeting (AAM).
  - 4.9. After-Action Meeting: the CONTRACTOR's project manager shall conduct an AAM with the EPT. The purpose of the AAM will be to present, discuss, and refine the draft AAR and validate items to be included in the IP appendix. The meeting agenda will include an overview of key points from the draft AAR. Such as, observations regarding expected and actual performance, as well as recommendations for improvement, following the sequence of the AAR. The CONTRACTOR's team in addition shall facilitate a discussion regarding the IP matrix, ensuring recorded observations and recommendations are accurate, and that corrective actions are developed by the entire EPT with buy-in from the stakeholders present at the meeting. Based on all comments provided, CONTRACTOR, shall revise and finalize the AAR and IP. CONTRACTOR shall ensure that all issues raised during the AAM are incorporated into the final AAR and IP, including reconciling conflicting comments, as necessary, with COUNTY EMD/OES and key stakeholders. The final AAR and IP will be presented to the COUNTY within three weeks of the exercise.
  - 4.10. Project Closeout: transferring the final plan and AAR, CONTRACTOR shall engage in a project closeout process. CONTRACTOR shall work with the COUNTY to conduct a brief post-contract analysis that identifies potential next steps or considerations which are not included in contract execution. The CONTRACTOR to close out the project shall develop a memorandum for COUNTY EMD/OES that outlines these steps.
5. CONTRACTOR shall support the COUNTY EMD/OES at emergency management related meetings, planning activities, workshops, and exercise.
    - 5.1. Facilitate a joint FAC Validation Workshop



- 5.2. Facilitate a four-hour workshop to validate the roles and responsibilities of the FAC Plan using a scenario-based discussion. Expected participant size of up to fifty (50) participants.
- 5.3. Create a summary report to present to the planning team.
6. CONTRACTOR shall attend COUNTY EMD/OES related meetings that will cover project management related meetings, planning activities, workshops or exercises that assist with the preparation and delivery of written reports within three (3) business days of attendance.
  - 6.1. Attendance for these meetings can be in-person, virtually, or in a hybrid format.
7. CONTRACTOR shall coordinate regularly and as directed by the COUNTY's designated contract administrator with identified partnering organizations to acquire organization roles, responsibilities, capabilities, plans, procedures, protocols, staffing requirements, position descriptions, job assignments, resources requirements, and forms.
8. CONTRACTOR shall assist with the development of instructional materials, pamphlets/brochure, checklist, presentations, manuals, etc. regarding FAC Pan for COUNTY EMD/OES and external stakeholders.
  - 8.1. Engage with subject matter experts across various EMD/OES and interagency components to collect information pertaining to COUNTY and stakeholder functions through document reviews, surveys, and/or individual and group discussions and planning meetings.
  - 8.2. Develop a Job Action Sheets in alignment with the Incident Command System (ICS) model.
  - 8.3. Collaborate with COUNTY EMD/OES Planning Team throughout the template and document development process to identify opportunities where graphics can be developed to enhance processes. Reviewing existing state and jurisdictional doctrine, including relevant documentation provided by both Counties. This includes existing Concept of Operations (CONOPS), Standard Operating Procedures (SOPs), and Standard Operating Guidelines in use, constituent jurisdictions, and the State of California, in order to understand current and best practices to inform the end product.
9. CONTRACTOR shall assist with the collection and review of COUNTY EMD/OES and partner agencies FAC Plans to ensure compliance and uniformity with both Counties and EMD/OES emergency preparedness policies and procedures.
10. CONTRACTOR shall propose alternation/changes of FAC Plan as deemed necessary based on compiled information such as regulatory changes, technological changes or knowledge gained from COUNTY EMD/OES, external partners, and stakeholders, meetings, planning activities, and/or exercises.
  - 10.1. Provide a Preparedness and Maintenance Section within the Fact Plan to advise, review, and update the concepts, tools, and leading practices on an annual basis.
11. CONTRACTOR shall assist the COUNTY EMD/OES project manager and subject matter experts (SMES) with providing direction and guidance to partner agencies and stakeholders for developing, updating or changing the organization's FAC Plan to align with the COUNTY's Mass Fatality Plan; emphasis shall be placed on the coordination and command and control between County Government Agencies during a mass casualty event or widespread disaster.



12. CONTRACTOR shall coordinate and assist with the scheduling/creating of presentations to stakeholder groups to provide information on FAC planning and associated initiatives.

12.1. In facilitating the Kickoff Meeting take care to:

- Provide participants with enough information to meaningfully participate.
- Use techniques to ensure that all participants are able to provide their comments and understand other participant perspectives. This may include a combination of small and large group discussion, breakout sessions, round-robin style conversations, and written comment forms.
- Help participants understand how their input will be used and how they can further engage in the process.
- Support the goal of building champions to support the final FAC Plan and tabletop exercise (TTX) and advocate for its use and adoption amount decision-makers and community leaders.

13. CONTRACTOR shall maintain copies of all materials, reports, and information received/generated at meetings, trainings, and exercises in a DHS assessable shared drive provided by COUNTY EMD/OES.

13.1. All deliverables created during execution of the project will be deemed in draft form for review and comment by the COUNTY EMD/OES project leadership team and other pre-defined stakeholder groups, as necessary. When documents are deemed final, CONTRACTOR will provide final documents in native format (Word, PowerPoint, Excel, etc.) or other agreed upon formats as required through execution of this project, to be housed on a shared drive provided by COUNTY EMD/OES.

14. CONTRACTOR shall fully understand and be up to date with all Federal and Local regulations and requirements affecting Grant management and reporting in order to ensure COUNTY EMD adheres to regulations and requirements.

15. CONTRACTOR shall ensure both the County of Riverside and County of San Bernardino FAC Plans adhere to all of the regulations, requirements, standards, and recommendations.

15.1. Utilization of leading best practices, such as FEMA's Comprehensive Planning Guide 101, FEMA's Family Reunification Guide, American Red Cross FAC Guide, National Transportation Safety Board family assistance best practices, Federal Bureau of Investigation Victim Advocacy, and non-governmental organization tools, including the "I Love You Guys" Foundation Standard Reunification Method.

16. CONTRACTOR shall schedule regular meetings and provide progress reports with stakeholder groups to share information gleaned from COUNTY EMD/OES or other emergency management related meetings, planning activities or exercises, including discussion and operations based. All training is required to be Homeland Security Exercise and Evaluation Program (HSEEP) compliant.

17. CONTRACTOR shall assist the COUNTY EMD/OES with cross walking a unifying stakeholders' plans for enhanced operational effectiveness and the creation of the COUNTY's FAC Plan.

17.1. To support the assessment of the overall planning hierarchy and architecture as well as the identification and prioritization of planning efforts, CONTRACTOR will review the following materials:

- Planning Documentation



- Organization Documentation
- Equipment Documentation
- Training Documentation
- Exercise Documentation

18. CONTRACTOR shall directly report and coordinate all activities, daily received assignments and task, issue reports to and receive directives from the COUNTY's EMD Director or their designee.

19. CONTRACTOR shall submit monthly progress and status reports to the COUNTY's EMD Project Manager and contract administrator. These reports shall include current progress, upcoming events, milestones, and pending action items.



**EXHIBIT B  
PAYMENT PROVISIONS**

1. The CONTRACTOR shall be compensated for this Family Care Assistance Center Plan in the amount not to exceed one hundred thirty thousand, six hundred and fifteen dollars (\$130,615) annually.
2. PAYMENT TERMS - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, whichever is later. Terms: Net 30
3. CONTRACTOR shall support up to five (5) in-person meetings for Phases 2 and 3.
  - a. One (1) local staff to be provided to support these meetings.
  - b. Three (3) staff will be provided to support in-person tabletop exercise (TTX) execution.
  - c. There will be up to fifty (50) TTX participants.
  - d. Printing and refreshments are included.
  - e. The TTX will last for four hours.
  - f. Phases 2 & 3 will occur simultaneously therefore hours are split between each as certain deliverables will essentially be the same deliverable with a different template.
4. The table on the following page outlines the phases, costs, and total hours. All invoices submitted to the COUNTY by the CONTRACTOR, must include detailed description of the category, hourly rate, milestone phase number, and hours. All travel cost will be invoices as a separate line item.



**Exhibit B  
PROJECT MILESTONE PHASES AND COST**

Labor Category	Blended Hourly Rate	Required Hours to Complete Phase 1 (Milestones 1-5)	Required Hours to Complete Phase 2 (Milestones 6-8)	Required Hours to Complete "Deliverables" (Milestones 9-11)	Required Hours to Complete "Deliverables" (Milestone 12)	Required Hours to Complete "Deliverables" (Milestone 13)	Total hours required to Complete the Project
Project Executive	\$235	2	2	3	19	2	28
Project Advisor	\$125	4	3	6	17	0	30
Project Manager	\$155	70	15	85	36	15	221
Lead Planner	\$145	50	10	60	30	12	162
Planner	\$99	55	15	95	25	0	190
Planner	\$99	44	25	68	58	0	195
SME	\$198	15	10	15	12	3	55
Graphic Designer	\$99	0	20	0	0	0	20
Additional Costs (Travel, Training Resources)							\$11,555.00
<b>Total</b>		\$31,841.00	\$12,540.00	\$42,437.00	\$27,113.00	\$5,129.00	<b>\$130,615.00</b>



The CONTRACTOR shall be compensated for this Family Care Assistance Center Plan in the amount not to exceed, in total, one hundred thirty thousand, six hundred and fifteen dollars (\$130,615).

PAYMENT TERMS - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, whichever is later. Terms: Net 30



## EXHIBIT C FEDERAL CONTRACT PROVISIONS

To the extent applicable, the following federal contract provisions required under 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II are hereby fully incorporated herein and made a part of the Agreement, and all references to this Agreement shall include the following provisions. In the event of any inconsistency or redundancy between the Agreement and these provisions, these provisions shall control. As used in these provisions, "the contractor" or "the Contractor" is Hagerty Consulting, Inc., a California corporation, the COUNTY is the County of Riverside, a political subdivision of the State of California, and "the contract" is the Agreement. All capitalized terms used herein without definition shall have the same meaning as set forth in 41 C.F.R. Part 60.

1. REMEDIES

*See section 5.7 of the Agreement.*

2. TERMINATION FOR CAUSE AND CONVENIENCE

*See sections 5.1 and 5.2 of the Agreement.*

3. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or contractor for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that contractors are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and contractors for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified contractors will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or contractor for employment because such employee or contractor has inquired about, discussed, or disclosed the compensation of the employee or contractor or another employee or contractor. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or contractors as a part of such employee's essential job functions discloses the compensation of such other employees or contractors to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation



conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and contractors for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and



subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. COMPLIANCE WITH THE DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3121-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

#### 5. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

- a. Contractor. The contractor shall comply with 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 contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### 6. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work 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.

- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 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 the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The COUNTY 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 forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) 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 (1) through (4) of this section.

## 7. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor 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, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

1. The contractor 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. § 1251 et seq.
2. The contractor 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, and the appropriate Environmental Protection Agency Regional Office.



3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 8. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's 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).
- (2) The contractor 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.
- (3) This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor 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 OF RIVERSIDE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) 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.

#### 9. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors 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 awarding agency.

*If applicable, Contractor must sign and submit the following certification:*

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

##### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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.



2. 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 section 1352, title 31, U.S. Code. 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 Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

*Bradley R. Grining*

Signature of Contractor's Authorized Official

**Brad Grining**                      **Chief Operating Officer**

Name and Title of Contractor's Authorized Official

**06/07/2024**

Date

**10. PROCUREMENT OF RECOVERED MATERIALS**

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. 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>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**11. DOMESTIC PREFERENCES FOR PROCUREMENTS**



- i. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- ii. For purposes of this clause:
  1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  2. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## 12. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the COUNTY and the Contractor 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.

## 13. CHANGES

See section 4.1 of the Agreement.

## 14. DHS SEAL, LOGO, AND FLAGS

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

## 15. 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 contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## 16. NO OBLIGATION BY FEDERAL GOVERNMENT



The Federal Government is not a party to this contract 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.

**17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS**

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








# Hagerty Agreement FAC Plan 041124 AATF

Final Audit Report

2024-06-07

Created:	2024-06-07 (Pacific Daylight Time)
By:	Richard Lee (RLee@RIVCO.ORG)
Status:	Signed
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## "Hagerty Agreement FAC Plan 041124 AATF" History

-  Document created by Richard Lee (RLee@RIVCO.ORG)  
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-  Document emailed to Brad Grining (brad.grining@hagertyconsulting.com) for signature  
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