

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



ITEM: 3.3
(ID # 26108)

MEETING DATE:
Tuesday, October 08, 2024

FROM : EXECUTIVE OFFICE

SUBJECT: EXECUTIVE OFFICE: Approve the Fifth District Unincorporated Communities Initiative Project Funding Agreement Between the County of Riverside and the Beaumont-Cherry Valley Recreation and Park District, for the Danny Thomas Ranch Water and Sewer Project, through Fiscal Year 24/25. District 5. [\$400,000 Total Cost – 100% General Fund/ Unincorporated Communities Initiative Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Fifth District Unincorporated Communities Initiative Project Funding Agreement Between the County of Riverside and the Beaumont-Cherry Valley Recreation and Parks District, for the Danny Thomas Ranch Water and Sewer Project, for an Amount not to Exceed \$400,000, through Fiscal Year 24/25, utilizing FY 21/22 allocated funds; and
2. Authorize the Chairman to execute the Funding Agreement on behalf of the County.

ACTION:Policy

Juan C. Perez, Chief Operating Officer

10/3/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Jeffries 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: October 8, 2024
xc: E.O.

Kimberly A. Rector
Clerk of the Board
By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 400,000	\$ 0	\$ 400,000	\$ 0
NET COUNTY COST	\$ 400,000	\$ 0	\$ 400,000	\$ 0
SOURCE OF FUNDS: 100% General Fund/ Unincorporated Communities Initiative Funds from FY 21/22			Budget Adjustment: N/A	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

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

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

On June 29, 2021, the Board of Supervisors adopted the FY21/22 Budget, which included allocation of \$5 million in NCC General Funds to the Unincorporated Communities Fund, to be divided evenly between the five Supervisorial Districts for each Supervisor's use within their unincorporated communities.

On March 1, 2022 (Agenda Item 3.7), at the request of the County's Fifth District, the Board of Supervisors approved allocation of \$400,000 of Fifth District UCI funds to Beaumont-Cherry Valley Recreation and Park District, for the Danny Thomas Ranch Water and Sewer Project (Project). This \$599,000 project will be completed within the current fiscal year and consists of installation of a water line, and also a sewer line at the 120-acre Danny Thomas Ranch Regional Park. The attached UCI project funding agreement sets forth project funding terms and reflects a contribution of \$400,000 from Fifth District UCI funds to Beaumont-Cherry Valley Recreation and Park District to support project delivery. The project encountered delays during the planning and project development phase by the District, and the District has now indicated that they are ready to move forward.

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Additional Fiscal Information

The \$400,000 subject to the attached proposed funding agreement is comprised of FY21/22 UCI Funds which have been held by the Executive Office since they were committed to this Project by the Fifth District during FY21/22.

Impact on Residents and Businesses

This Project will enhance infrastructure at the Danny Thomas Ranch Regional Park to residents, for the benefit of Pass Area communities. The long-term goal of the Unincorporated Communities Initiative is to improve infrastructure and services to all County unincorporated communities; this Project is a step to meeting that commitment.

ATTACHMENTS

- Attachment A – UCI Funding Agreement Between County of Riverside and Beaumont-Cherry Valley Recreation and Park District


Stephanie Peirce, Deputy Director of Admin. Services 9/26/2024


Aaron Gettis, Chief of Deputy County Counsel 9/23/2024

**COUNTY OF RIVERSIDE UNINCORPORATED COMMUNITIES INITIATIVE
FUNDING AGREEMENT FOR DANNY THOMAS RANCH WATER AND SEWER PROJECT**

This Infrastructure Funding Agreement ("Agreement") is entered into by and between the County of Riverside, a political subdivision of the State of California, ("County") and the Beaumont-Cherry Valley Recreation and Park District ("Recipient"). County and Recipient are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Board of Supervisors of the County of Riverside ("County") and County departments are committed to providing support and funding derived from various sources, including but not limited to County general funds, to support eligible infrastructure projects and for the provision of services in unincorporated communities located within Riverside County; and

WHEREAS, to respond to service and/or infrastructure deficiencies that have been identified in unincorporated communities, which in turn affect the community as a whole, the County desires to enter into agreements with local agencies to provide funding for the delivery and implementation of vital and eligible infrastructure projects; and

WHEREAS, at their regular meeting on March 1, 2022 (Agenda Item 3-7), the County's Board of Supervisors approved funding in an amount not to exceed \$400,000 for Recipient to construct or cause to be constructed infrastructure improvements to install an eight-inch (8") water line west to east from an existing well, and/or an eight-inch (8") sewer from an existing stub located on existing westerly portion of the 120-acre Recipient-owned property known as the Danny Thomas Ranch located at 37356 Cherry Valley Boulevard, Cherry Valley, CA 92223 ("Project");

WHEREAS, County and Recipient desire to enter into this Agreement to set forth the terms and conditions under which the Recipient is to receive funding for Project completion; and

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

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

2. Contract Documents. This Agreement consists of this Agreement and the following attachments, attached hereto and by this reference incorporated herein:

- 2.1 Attachment A — Project Scope
- 2.2 Attachment B - Indemnification and Insurance Requirements
- 2.3 Attachment C — Part 1: Project Monitoring and Reporting Requirements and Part 2: Construction Requirements
- 2.4 Attachment D – Project Detail

3. Project; Scope of Work. Recipient shall be responsible for completion of all activities associated with designing, engineering, implementation, installation and construction of the Project, as described in **Attachment A**, on or before June 30, 2025 ("Project Completion Date"), by using funds received from the County in the amount provided in Section 4 of this Agreement. The Recipient shall also furnish timely reporting and documentation within the timelines and requirements provided in Part 1: Project Monitoring and Reporting Requirements, **Attachment C**. Under the provisions of the Agreement, the County shall bear

no responsibility for the Project, including without limitation any activities associated with implementation, installation and construction, or any future operation or maintenance of the Project.

3.1 **Project Signage.** Recipient shall include appropriate acknowledgement of credit to the County for its support when promoting the Project or using any data and/or information developed under this Agreement. Signage shall be posted in a prominent location at Project site(s) and shall include the County's color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the County of Riverside's Unincorporated Communities Initiative and through an agreement with the Beaumont-Cherry Valley Recreation and Park District." The Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

4. Funding.

4.1 County shall provide funding to Recipient in an amount not to exceed \$400,000 ("Award"), in one lump sum payment that shall be paid within sixty (60) days of the execution of this Agreement, for the completion of the Project. Recipient shall provide additional funding at least equal to the amounts shown in **Attachment A**, attached hereto and by this reference incorporated herein, as a match to the funds provided by the County for the Project.

4.2 Recipient shall not be entitled to nor receive from County any additional funding or other type of remuneration for services rendered under this Agreement. The Award amount described in this Section is specifically for the Project and makes up the entire amount which the County has approved to fund for the Project. Recipient shall not be entitled by virtue of this Agreement to consideration in excess of the Award amount and Recipient shall be responsible for any and all costs incurred over the Award amount for its implementation and completion of the Project. Any subsequent amendments to the Project scope or description are not covered by this Agreement, and the funding for any such amendments or for any Project cost overruns shall be the sole responsibility of Recipient.

4.3 Should it be determined at any time by the Recipient or the County that the Recipient cannot, will not or is unable to complete the Project in accordance with the provisions of this Agreement on or before Project Completion Date, then the Recipient shall return 100% of the Award amount to the County within thirty (30) days of notification.

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

5. Term. The Term of this Agreement shall commence on the date of approval of this Agreement by the Board of Supervisors and continue until Project Completion Date, unless sooner terminated as provided herein.

6. Recipient Compliance Obligations. The Recipient agrees to comply with the terms and conditions of this Agreement. The Recipient also agrees to apply the terms and conditions of this Agreement to all of its subcontractors (if applicable) and to require their strict compliance therewith.

7. Contract Representatives.

7.1 **County Representative.** The County Executive Officer, or designee, shall be the designated representative who shall administer this Agreement on behalf of the County.

7.2 **Recipient Representative.** The General Manager or Executive Assistant shall be the designated representative who shall administer this Agreement on behalf of the Recipient.

8. Records and Audit.

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

8.2 If it is determined pursuant to audit or inspection that any funds provided pursuant to this Agreement have been improperly expended, Recipient shall reimburse the County within thirty (30) days the full amount of such improperly expended funds.

9. Monitoring of Contract Compliance and Infrastructure Progress Reports.

9.1 Contract Compliance. The Recipient shall comply with the monitoring arrangements set forth in **Part 1: Monitoring and Reporting Requirements, and Part 2: Construction Requirements**, attached as **Attachment C**.

9.2 Project Progress Reports. Recipient shall, as specified herein, provide quarterly reports detailing the Project's progress, including a financial status report and milestone progress report as described in **Attachment C**.

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

If to County:

Riverside County Executive Office
Attention: Stephanie Persi and Scott Bruckner
4080 Lemon Street, 4th Floor
Riverside, CA. 92501

If to Recipient:

Beaumont-Cherry Valley Recreation and Park
District
Attention: Mickey Valdivia
390 West Oak Valley Parkway
Beaumont, CA 92223

11. Conflicts of Interest. RECIPIENT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. RECIPIENT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement. In the event federal funds are used, in whole or in part, for this Project, Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2. C.F.R. section 200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient must disclose in writing to the U.S. Treasury or through Recipient, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2. C.F.R. section 200.12.

12. Nondiscrimination. During any period in which Recipient is in receipt of funds from Recipient, Recipient and its Board, officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race,

religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Recipient and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; Title VI of the Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the U.S. Treasury's implementing regulations at 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. sections 12101 et seq.) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations, and Riverside County's non-discrimination policy.

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

13. Indemnification. The Recipient shall be bound by the indemnification, hold harmless and defend provisions contained in **Attachment B**.

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

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

16. Compliance with Laws. The Recipient is required to comply with all applicable federal, state and local laws and regulations for all work performed or funded by and through this Agreement. The Recipient is required to obtain all necessary federal, state and local permits, authorizations and approvals for all work performed under this Agreement.

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

18. Status of Recipient. The Recipient 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 Recipient (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 nor is there a joint venture; and Recipient shall indemnify and hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Provisions on Following Page]

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

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

Mickey Valdivia
General Manager, Beaumont-Cherry
Valley Recreation and Park District.

By: 
CHUCK WASHINGTON
Chair, Board of Supervisors

By: 

Date: 10/08/2024

Date: September 17, 2024

ATTEST:
Clerk of the Board
KIMBERLY A. RECTOR

ATTEST:
Clerk of the Board
Deidre Chatigny

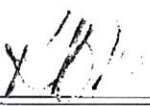
By: 
Deputy

By: 

(Seal)

APPROVED AS TO FORM
County Counsel

APPROVED AS TO FORM
General Counsel

By: 
Kristine Bell-Vaidez
Supervising Deputy County Counsel

By: Albert J. Maldonado

ATTACHMENT A - PROJECT SCOPE

Scope of Work

Recipient will complete all planning, design, and procurement necessary to construct the Project. The Project consists of Mobilization and clearing of proposed work area, relocation of existing utilities, installation of approximately 2,140 linear feet of new sewer and water line with bedding and back fill, and joining and reconnecting existing 8" water line to main line.

Project Budget

ITEM	DESCRIPTION	COUNTY OF RIVERSIDE PROJECT FUNDING AMOUNT (Not to Exceed)	RECIPIENT FUNDING AMOUNT	ESTIMATED PROJECT COST
1	Planning	\$0	\$10,000	\$10,000+
2	Design	\$0	\$7,000	\$7,000
3	Spec Review, Bid/Award	\$0	\$7,000	\$7,000
4	Construction	\$400,000	\$175,000	\$575,000
5	Admin Closeout	\$0	\$0	0
TOTAL:		\$400,000	\$0	\$599,000

Schedule

ITEM	DESCRIPTION OF SUBMITTAL	ESTIMATED COMPLETION DATE
1	Planning	Completed
2	Design	Completed
4	Spec Review, Bid/Award	October 31, 2024
5	Construction	June 30, 2025
6	Admin Closeout / Certificate of Occupancy	n/a

ATTACHMENT B - INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

A. Basic Indemnity

1. To the fullest extent permitted by applicable law, Recipient agrees to indemnify, hold harmless and defend the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of Recipient or its subconsultants or their respective employees, agents, representatives, or independent contractors.

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

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

B. Indemnity for Design Professionals

1. To the fullest extent permitted by Applicable Law, Recipient agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of Recipient or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating Recipient to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. Recipient shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Recipient arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of Recipient. The cost for defense shall apply whether or not Recipient is a party to the lawsuit and shall apply whether or not Recipient is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of Recipient.

2. Without affecting the rights of County under any other provision of this Agreement, Recipient shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by

agreement of Recipient and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

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

D. Recipient's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

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

INSURANCE REQUIREMENTS

Without limiting or diminishing the Recipient's obligation to indemnify or hold the County harmless, Recipient 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 Recipient has employees as defined by the State of California, the Recipient 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. Policy shall name the County as Additional Insureds.

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 Recipient's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

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

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Recipient shall purchase at his sole expense either 1) an Extended Reporting

Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Recipient has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the County as Additional Insureds.

E. General Insurance Provisions - All lines:

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

2. The Recipient must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Recipient'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. Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Recipient insurance carrier(s) policies does not meet the minimum notice requirement found herein, Recipient shall cause Recipient's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Recipient 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 Recipient's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

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

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

ATTACHMENT C - PART 1
PROJECT MONITORING AND REPORTING REQUIREMENTS

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

ATTACHMENT C - PART 2 CONSTRUCTION REQUIREMENTS

Recipient shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of Project.

2. To the extent that it has not already done so, the Recipient shall prepare or cause plans and specifications ("Plans") to be prepared for the Project prior to advertising Project for construction bids.

3. Provide County a copy of the engineering design cost proposal and associated design schedule for the Project.

4. Advertise and award a public works construction contract for the Project and begin construction per the schedules included in **Attachment A** of this Agreement.

5. Prior to advertising Project for public works construction contract, obtain all necessary permits, approvals, or agreements as may be required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of Project. Assume sole responsibility for compliance with the requirements of all Regulatory Permits, including any amendments thereto, pertaining to the construction, operation and maintenance of Project.

6. Implement or cause to be implemented, all environmental mitigation required in association with the construction, operation and maintenance of Project.

7. Prior to advertising Project for public works construction contract, obtain all necessary permits, licenses, agreements, approvals, rights of way, rights of entry, encroachment permits, and temporary construction easements as may be needed to construct, operate and maintain the Project.

8. Advertise, award and administer a public works construction contract for the Project pursuant to the provisions of applicable laws for public works of improvements, including but not limited to the California Public Contract Code, Government Code and Labor Code.

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

For parties and contractors with an agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, the County of Riverside, or any other local agency, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

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

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

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

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

12. Provide County with written notice that Recipient has awarded a public works construction contract for Project. The written notice shall include the Contractor's actual bid amounts for Project, setting forth herein the lowest responsible bid contract amount.

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

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

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

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

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

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

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

17. Construct, or cause to be constructed, Project pursuant to a Recipient administered public works construction contract, in accordance with the Plans, and pay all costs associated therewith.

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

19. Provide County with a copy of the Recipient's recorded Notice of Completion.

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

21. Refund to County, at the time of providing a Notice of Completion, any unexpended portions of Award amount within thirty (30) days of the Notice of Completion is filed for recordation.

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

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

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

CERTIFICATION

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

<i>Party/Contractor Name (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date</i>		

ATTACHMENT D – PROJECT DETAIL (continued)

