

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



**ITEM: 3.22
(ID # 30412)**

MEETING DATE:
Tuesday, June 02, 2026

FROM : EMERGENCY MANAGEMENT DEPARTMENT

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Ratify and approve the Professional Service Agreement with Tetra Tech, Inc. for hazard mitigation planning and consulting services for two years through May 31st, 2028; All Districts. [Total Aggregate Cost: \$284,814; up to \$90,186 in additional compensation; 100% Federal Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Service Agreement with Tetra Tech, Inc. for hazard mitigation planning and consulting services for a total aggregate amount of \$284,814 for two years through May 31st, 2028, and authorize the Chair of the Board to sign the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel: to (a) sign amendments to the Agreement to make modifications to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the amount of \$90,186 in additional compensation through May 31, 2028; and,
3. Authorize the Purchasing Agent to issue Purchase Orders to Tetra Tech, Inc. for required services that do not exceed the Board of Supervisors approved compensation amount.


ACTION:


Daniel Bates 5/5/2026

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: June 2, 2026
xc: EMD

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 10,000	\$ 187,500	\$ 284,814	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funds			Budget Adjustment: No	
			For Fiscal Year: 25/26- 27/28	

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) for hazard mitigation planning and consulting services. EMD awarded Tetra Tech, Inc. to provide services to initiate, coordinate, and develop the update to the County of Riverside’s Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP) in compliance with the Federal Emergency Management Agency (FEMA) requirements under the Disaster Mitigation Act of 2000.

The awarded vendor will ensure the goals of the LHMP are addressed and obtainable within the plan. The primary goals of the Local Hazard Mitigation Plan are to reduce or eliminate long-term risk to residents, property, and infrastructure from natural and human-caused hazards. Promote a comprehensive, collaborative planning process that includes cities, special districts, tribal governments, community organizations, utilities, and businesses. Ensure consistency, continuity, and compliance with FEMA and State of California requirements for hazard mitigation planning.

Impact on Residents and Businesses

The FEMA-approved, and Board-adopted Riverside County Operational Area LHMP and all jurisdictional annexes will maintain eligibility for federal mitigation funding and enhance countywide resilience. Minimizing the financial burden on County and operational area. Historically, the County has provided the Local Hazard Mitigation Plan Program to support all participating jurisdictions and agencies in the Riverside County Operational Area. In the last planning cycle, 38 participants; including cities, special districts, tribal governments, utilities, educational institutions, and military entities submitted Letters of Commitment or annexes for inclusion.

Additional Fiscal Information

On October 28, 2025, via Minute Order 3.11, the Board of Supervisors approved the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program Funding in the amount of \$375,000 for the Riverside County Operational Area 2023 Multi-Jurisdictional Local Hazard Mitigation Plan (LHMP) Update. This award will be used to fund the agreement. The grant requires a 25% non-federal match to complete the LHMP update. The County’s match will be met with in-kind contributions from EMD and will actively support the project.

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The proposed agreement amount is \$284,814. EMD is requesting to apply the remaining grant funding, \$90,186, as additional compensation under the agreement in order to fully utilize the Board-approved FEMA grant amount of \$375,000. This request is being submitted proactively due to the extended timeframe required for internal routing, review, and approval processes.

Because FEMA grant funding is tied to strict expenditure deadlines, any delays in securing approval may jeopardize EMDs ability to meet grant requirements and fully draw down the funds. Early authorization ensures compliance with grant timelines and allows the department to utilize the awarded funding efficiently and in accordance with Board direction.

Contract History and Price Reasonableness

On December 18, 2025, Emergency Management Department (EMD), through Riverside County Purchasing and Fleet Services, released Request for Proposal (RFP) No. EMARC-00038 for Hazard Mitigation Planning and Consulting Services on the Public Purchase website to procure these services for a two (2) year term. The RFP closed on April 1, 2026, and proposals were received from multiple vendors.

Proposals were evaluated by an evaluation committee comprised of County of Riverside partners in accordance with the criteria set forth in the RFP, including: proposal responsiveness, qualifications and experience, proposed implementation plan, overall cost to the County, references demonstrating successful completion of similar work within the Scope of Services, financial clarifications, and required credentials, resumes, licenses, and certifications. Tetra Tech, Inc. received the highest technical capability scores and achieved the overall highest total score as the most responsive bidder for the solicitation.

ATTACHMENTS:

- PSA Tetra Tech, Inc. Hazard Mitigation


Melissa Curtis, Deputy Director of Purchasing and Fleet

5/5/2026


Rebecca S. Cortez, Principal Management Analyst

5/27/2026


Aaron Gettis, Chief Deputy County Counsel

5/5/2026

PROFESSIONAL SERVICE AGREEMENT

For

HAZARD MITIGATION PLANNING AND CONSULTING SERVICES

Between

COUNTY OF RIVERSIDE

And

TETRA TECH, INC.



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This Agreement is made and entered into this 12th day of May, 2026, by and between TETRA TECH, INC., A Delaware Corporation, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). 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, and Attachment I, FEDERAL CONTRACT PROVISIONS.

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 May 31, 2028, or 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 to a 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 under this Agreement shall not exceed, in the aggregate, Two Hundred Eighty-Four Thousand Eight Hundred Fourteen Dollars (\$284,814.00), inclusive of 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. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. 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 (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index for Riverside-San Bernardino-Ontario, CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

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. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

EMERGENCY MANAGEMENT DEPARTMENT

450 E. Alessandro St., 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-99029-001-05/28; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- 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, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is 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 thirty (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 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 thirty (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, 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.

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. §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 if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes 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 Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract 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 entity in Riverside County. 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 (5) 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 (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

EMERGENCY MANAGEMENT DEPARTMENT
450 E. Alessandro Street
Riverside, CA 92508

CONTRACTOR

TETRA TECH, INC.
2301 Lucien Way, Suite 120,
Maitland, Florida 32751

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 ten (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 their Internet site at 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, attorney 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 their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's 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.

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. 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 CONTRACTOR 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 CONTRACTOR 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.

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 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's 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 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 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. 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. 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 shall sign the original endorsements for each policy and the Certificate of Insurance.

4) 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.

5) 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.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

8) 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, which 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 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.

23.13 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 to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital

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

[Signature Page Follows]

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

TETRA TECH, INC., A Delaware Corporation

By: Karen S. Spiegel
Karen Spiegel
Chairman, Board of Supervisors

By: Jonathan Burgiel
Jonathan Burgiel
Business Unit President

Dated: _____

Dated: 06/05/2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Emilio Ramirez
Emilio Ramirez (May 5, 2026 15:54:09 PDT)
Emilio Ramirez
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES

1. Purpose

1.1 This Exhibit A describes the scope of services for the update of the County of Riverside Multi-Jurisdictional Local Hazard Mitigation Plan (“MJLHMP”), including the countywide base plan and jurisdiction-specific annexes.

1.2 The MJLHMP update shall address the County’s Operational Area and participating jurisdictions identified by the County and shall include, as applicable, the planning process, hazard identification and profiling, risk assessment, capability assessment, mitigation strategy, public outreach, plan maintenance strategy, plan preparation, review, submittal, and adoption support necessary to obtain FEMA approval.

1.3 The services described in this Exhibit shall be performed in accordance with applicable federal and state requirements, including 44 CFR Part 201, applicable FEMA local mitigation planning guidance, and Cal OES requirements.

2. General Scope

2.1 The services shall be performed in coordination with County staff, the Core Planning Team (“CPT”), the Operational Area Planning Committee, the Access and Functional Needs Committee, participating jurisdictions, and other stakeholders identified by the County.

2.2 The work shall be completed using a phased and milestone-based approach and shall include the tasks and deliverables set forth in this Exhibit.

3. Task 1 – Project Initiation and Project Management

3.1. Consultant shall conduct an in-person project kickoff meeting with County staff and the CPT.

3.2. Consultant shall refine the work plan, project schedule, communication protocols, and data collection approach at project initiation.

3.3. Within five (5) business days after the kickoff meeting, Consultant shall prepare and submit a Project Management Plan that includes, at a minimum:

- 3.3.1. project schedule;
- 3.3.2. task assignments;
- 3.3.3. roles and responsibilities;
- 3.3.4. coordination procedures;

3.3.5. reporting procedures; and

3.3.6. deliverable tracking.

3.4. Consultant shall facilitate monthly virtual coordination meetings with the CPT throughout the project.

3.5. Consultant shall maintain and update the project schedule as needed to reflect project status, review periods, and required milestones.

3.6. Consultant shall prepare and submit monthly status reports summarizing work completed, work underway, schedule status, issues requiring County attention, and upcoming activities.

3.7. Deliverables for this task shall include:

3.7.1. kickoff meeting agenda and summary;

3.7.2. Project Management Plan;

3.7.3. updated project schedule; and

3.7.4. monthly status reports.

4. Task 2 – Planning Process and Stakeholder Coordination

4.1. Consultant shall develop and facilitate a robust and inclusive planning process for the MJLHMP update.

4.2. Consultant shall assist the County in organizing and formalizing the CPT and Steering Committee structure for the project.

4.3. Consultant shall support use of the County’s existing committees and expansion of participation, as directed by the County, to include relevant County departments, jurisdictions, special districts, school districts, tribal representatives, infrastructure representatives, public health representatives, and community stakeholders.

4.4. Consultant shall facilitate six (6) Steering Committee meetings tied to major project milestones, including:

4.4.1. project kickoff and hazard confirmation;

4.4.2. capability assessment;

4.4.3. risk assessment and prior mitigation strategy review;

4.4.4. mitigation catalog development;

4.4.5. mitigation strategy development and prioritization; and

4.4.6. draft plan review.

4.5. Consultant shall develop and administer stakeholder worksheets, surveys, and related tools to collect input from participating jurisdictions and other stakeholders.

4.6. Consultant shall assist the County with establishing reasonable participation standards for planning partners and developing a template letter of intent or similar participation acknowledgement document.

4.7. Consultant shall conduct targeted stakeholder engagement activities, which may include interviews, focus groups, and coordination with subject matter experts and partner agencies.

4.8. Consultant shall review relevant existing plans, policies, programs, ordinances, emergency plans, studies, maps, and technical information to integrate hazard mitigation considerations and avoid duplication of effort.

4.9. Consultant shall incorporate equity, accessibility, and inclusion considerations into the planning process, including outreach to socially vulnerable and underserved populations.

4.10. Consultant shall maintain documentation of the planning process, including agendas, meeting summaries, sign-in records, outreach materials, and major decisions.

4.11. Deliverables for this task shall include:

4.11.1. meeting agendas and summaries;

4.11.2. stakeholder engagement materials;

4.11.3. participation tracking documentation; and

4.11.4. planning process documentation for inclusion in the MJLHMP.

5. Task 3 – Hazard Identification and Hazard Profiling

5.1. Consultant shall identify, review, and profile the natural, climate-related, technological, anthropogenic, and medical hazards affecting the County’s Operational Area.

5.2. Consultant shall review and validate the hazard inventory from the current MJLHMP.

5.3. Consultant shall identify new, emerging, or revised hazards for County consideration.

5.4. Consultant shall collect and analyze available hazard data, including disaster history, incident records, hazard studies, climate data, GIS layers, and jurisdiction-specific information.

5.5. Consultant shall coordinate with the County and participating jurisdictions to confirm hazards of concern and geographic relevance.

5.6. Consultant shall prepare updated hazard profiles (Consultant will assess up to 28 hazards total) that include, as applicable:

- 5.6.1. hazard description and characteristics;
- 5.6.2. historical occurrences and losses;
- 5.6.3. geographic extent and location;
- 5.6.4. likelihood of future occurrence;
- 5.6.5. magnitude or severity; and
- 5.6.6. climate-related considerations where applicable.

5.7. Consultant shall prepare updated hazard maps using available County, state, and federal datasets.

5.8. Consultant shall prepare a dam failure profile sufficient to support applicable planning eligibility requirements associated with high hazard potential dams, if required by the County.

5.9. Consultant shall prepare summary graphics, dashboards, or similar visual tools to improve usability of hazard information in the MJLHMP.

5.10. Deliverables for this task shall include:

- 5.10.1. updated hazard inventory;
- 5.10.2. hazard profiles; and
- 5.10.3. hazard maps and supporting graphics.

6. Task 4 – Risk Assessment and Capability Assessment

6.1. Consultant shall prepare a FEMA-compliant risk assessment and capability assessment for the planning area.

6.2. Consultant shall develop and implement a data collection program using worksheets, surveys, GIS data requests, and related tools.

6.3. Consultant shall update inventories of assets, critical facilities, and community lifelines using available County and partner data.

6.4. Consultant shall review changes in population, development, land use, and climate conditions since the prior MJLHMP.

6.5. Consultant shall perform vulnerability analyses for identified hazards of concern, including impacts to:

- 6.5.1. population;

- 6.5.2. socially vulnerable and underserved populations;
- 6.5.3. structures and development;
- 6.5.4. critical facilities and community lifelines;
- 6.5.5. natural, historic, and cultural resources; and
- 6.5.6. economic assets and activities.

6.6. Consultant shall perform Hazus Level 2, user-defined analyses for applicable hazards and use GIS-based methods or other accepted methodologies for hazards not addressed through Hazus.

6.7. Consultant shall prepare updated hazard maps and risk assessment outputs for use in both the MJLHMP and public outreach materials.

6.8. Consultant shall assess repetitive loss and severe repetitive loss data, NFIP participation, floodplain management information, and related flood risk information, as available and as permitted by FEMA data access requirements.

6.9. Consultant shall evaluate social vulnerability, access and functional needs considerations, and underserved population impacts using available state, federal, and local tools and datasets.

6.10. Consultant shall develop and document a risk-ranking methodology and prepare risk rankings for hazards of concern.

6.11. Consultant shall conduct a capability and gap assessment for participating jurisdictions, including review of regulatory, operational, administrative, funding, education/outreach, and adaptive capacity factors.

6.12. Consultant shall identify strengths, gaps, and opportunities to improve local hazard mitigation capability and integration with other planning mechanisms.

6.13. Consultant shall provide County personnel with the Hazus data, models, and results developed during the project and training for appropriate personnel on their use.

6.14. Deliverables for this task shall include:

- 6.14.1. data collection tools;
- 6.14.2. updated asset, critical facility, and community lifeline inventories;
- 6.14.3. risk assessment;
- 6.14.4. capability assessment;
- 6.14.5. Hazus and GIS-based analysis outputs; and

6.14.6. risk ranking documentation.

7. Task 5 – Mitigation Strategy Development

7.1. Consultant shall develop the mitigation strategy for the updated MJLHMP.

7.2. Consultant shall review the status of mitigation goals, objectives, and actions from the current MJLHMP.

7.3. Consultant shall facilitate review and update of mitigation goals and objectives with the CPT and Steering Committee.

7.4. Consultant shall assist participating jurisdictions in reviewing prior mitigation actions and identifying whether such actions should be completed, carried forward, revised, or removed.

7.5. Consultant shall facilitate development of a mitigation catalog and assist with identification of new mitigation actions based on updated hazards, vulnerabilities, and capabilities.

7.6. Consultant shall assist participating jurisdictions and stakeholders in identifying mitigation actions addressing the hazards of concern applicable to each jurisdiction.

7.7. Consultant shall assist with development of implementation details for mitigation actions, including responsible party, timeframe, estimated cost, potential funding source, and anticipated benefit, to the extent information is available.

7.8. Consultant shall support prioritization of mitigation actions using FEMA-accepted methods, including STAPLEE or other approved approaches, and consideration of relative costs and benefits.

7.9. Consultant shall assist the County in developing a plan maintenance and implementation strategy, including annual review procedures and a five-year maintenance schedule.

7.10. Consultant shall provide the County access to an online mitigation action tracking tool for one (1) year following plan adoption for tracking action status and implementation progress.

7.11. Deliverables for this task shall include:

7.11.1. updated mitigation goals and objectives;

7.11.2. status review of prior mitigation actions;

7.11.3. mitigation action catalog;

- 7.11.4. prioritized mitigation strategy;
- 7.11.5. plan maintenance strategy; and
- 7.11.6. five-year maintenance schedule.

8. Task 6 – Draft MJLHMP Preparation

8.1. Consultant shall prepare the updated MJLHMP in a format suitable for County, Cal OES, and FEMA review.

8.2. Consultant shall prepare an Administrative Draft of the MJLHMP.

8.3. Consultant shall organize the draft into, at minimum:

- 8.3.1. countywide/base plan components; and
- 8.3.2. jurisdiction-specific annexes.

8.4. Consultant shall include in the countywide/base plan, as applicable:

- 8.4.1. executive summary;
- 8.4.2. planning process documentation;
- 8.4.3. planning area profile;
- 8.4.4. hazard identification and risk assessment;
- 8.4.5. capability assessment;
- 8.4.6. mitigation strategy;
- 8.4.7. plan maintenance procedures; and
- 8.4.8. appendices and supporting documentation.

8.5. Consultant shall prepare jurisdictional annexes for participating jurisdictions documenting local risks, capabilities, mitigation actions, progress on prior actions, and maintenance commitments.

8.6. Consultant shall provide technical assistance to participating jurisdictions as needed to support completion of annex materials.

8.7. Consultant shall clearly identify updates from the prior MJLHMP where appropriate.

8.8. Consultant shall apply quality assurance and quality control procedures to draft plan documents prior to submittal.

8.9. Deliverables for this task shall include:

- 8.9.1. Administrative Draft MJLHMP;
- 8.9.2. countywide/base plan volume;
- 8.9.3. jurisdictional annex volume; and

8.9.4. appendices and supporting documentation.

9. Task 7 – Public Outreach and Public Education

9.1. Consultant shall support a comprehensive public outreach effort for the MJLHMP update.

9.2. Consultant shall work with the County and Steering Committee to establish outreach goals, methods, and performance measures.

9.3. Consultant shall design and implement public outreach activities that are inclusive, accessible, and well documented.

9.4. Consultant shall conduct two public workshop series, consisting of:

9.4.1. one western region workshop and one eastern region workshop at the project kickoff/public input stage; and

9.4.2. one western region workshop and one eastern region workshop during public review of the draft plan.

9.5. Consultant shall prepare workshop materials in English and Spanish for in-person public workshops.

9.6. Consultant shall develop and maintain online public and stakeholder surveys to collect input on hazards, risk, preparedness, and mitigation priorities.

9.7. Consultant shall develop and maintain a web-based problem identification form or mapping tool for the public to report hazard-related concerns and locations.

9.8. Consultant shall develop a public-facing StoryMap or similar interactive web-based outreach platform using the County's ArcGIS Online environment or other County-approved platform. The StoryMap shall support public education and plan participation and shall include, as feasible, hazard information, maps, meeting notices, surveys, and draft plan information.

9.9. Consultant shall prepare outreach materials for County use, which may include public notices, flyers, press release content, brochure content, social media content, and related outreach toolkit materials.

9.10. Consultant shall prepare a minimum of six (6) social media post drafts for use by the County and participating partners.

9.11. Consultant shall document outreach activities and summarize public comments received for incorporation into the MJLHMP.

9.12. Deliverables for this task shall include:

- 9.12.1. public outreach plan and metrics;
- 9.12.2. workshop agendas, materials, and summaries;
- 9.12.3. English and Spanish outreach materials;
- 9.12.4. public and stakeholder surveys;
- 9.12.5. web-based problem identification tool;
- 9.12.6. StoryMap;
- 9.12.7. social media post drafts; and
- 9.12.8. public comment summary documentation.

10. Task 8 – Review, Submittal, and Adoption Support

10.1. Consultant shall support the review, approval, and adoption process for the updated MJLHMP.

10.2. Consultant shall distribute the Administrative Draft to the CPT and Steering Committee for internal review.

10.3. Consultant shall support one consolidated internal review round and incorporate comments received through County-directed comment resolution.

10.4. Consultant shall prepare a Public Review Draft for a public comment period of up to thirty (30) days.

10.5. Consultant shall support review of public comments and incorporate one round of public comment revisions.

10.6. Consultant shall prepare the draft for submittal to Cal OES, including completion of the applicable FEMA Local Mitigation Plan Review Tool or equivalent crosswalk documentation.

10.7. Consultant shall address one round of Cal OES review comments and prepare the draft for FEMA submittal.

10.8. Consultant shall prepare the draft for FEMA Region 9 submittal, including required review documentation.

10.9. Consultant shall address FEMA review comments necessary to obtain Approval Pending Adoption status.

10.10. Consultant shall assist the County and participating jurisdictions with adoption activities, including preparation of model adoption resolutions, sample staff reports, and presentation materials.

10.11. Consultant shall support the County through final FEMA approval following local adoption.

10.12. Deliverables for this task shall include:

- 10.12.1. internal review draft support;
- 10.12.2. Public Review Draft;
- 10.12.3. draft for Cal OES submittal;
- 10.12.4. draft for FEMA submittal;
- 10.12.5. comment resolution support;
- 10.12.6. model adoption resolutions; and
- 10.12.7. sample staff reports and presentation materials.

11. Task 9 – Final Deliverables and Data Transfer

11.1. Upon completion of the project, Consultant shall provide the County with final deliverables in electronic format.

11.2. Final deliverables shall include, at minimum:

- 11.2.1. final FEMA-compliant and locally adopted MJLHMP in Microsoft Word and searchable PDF formats;
- 11.2.2. countywide/base plan and jurisdictional annexes;
- 11.2.3. final appendices and supporting planning process documentation;
- 11.2.4. copies of adoption resolutions received from the County and participating jurisdictions, as available;
- 11.2.5. GIS data developed through the project;
- 11.2.6. Hazus models, inputs, and outputs developed through the project;
- 11.2.7. StoryMap files or access necessary for County ownership and future use, if developed on the County's platform; and
- 11.2.8. other electronic data, maps, inventories, and supporting materials produced under this Scope of Services, together with source documentation sufficient for County use and recordkeeping.

12. Schedule

12.1. Consultant shall perform the services in accordance with the approved project schedule and in sufficient time to support County review, state and federal review, local

adoption, and final FEMA approval before the deadline established by the County for continued plan eligibility.

13. County Responsibilities

13.1. County shall designate a project manager and County representatives for the CPT.

13.2. County shall provide available existing plans, studies, GIS data, contact lists, and other information reasonably necessary for Consultant's performance.

13.3. County shall coordinate participation by County departments and participating jurisdictions.

13.4. County shall compile and transmit consolidated County comments for each formal draft review cycle.

13.5. County shall host or authorize hosting of County-owned web platforms, including ArcGIS or website resources, where applicable.

13.6. County shall lead formal adoption by the County and participating jurisdictions, with Consultant support as described herein.

14. Standard of Performance

14.1. Consultant shall perform all services in a professional and workmanlike manner consistent with the standard of care ordinarily exercised by professionals performing similar services for comparable public agency projects.

EXHIBIT B
PAYMENT PROVISIONS

1. Pricing Basis

The prices set forth in this Exhibit B shall apply to the services described in Exhibit A, Scope of Services.

Pricing is based on CONTRACTOR’s all-inclusive cost proposal for performance of Exhibit A. The estimated total price for full performance of the Scope of Services is Two Hundred Eighty-Four Thousand Eight Hundred Fourteen Dollars (\$284,814.00).

The pricing set forth in this Exhibit B is fully inclusive of labor, supervision, project management, travel, administrative, training, operating, overhead, profit, and incidental costs. No separate reimbursement shall be paid for such costs unless otherwise approved in writing by COUNTY.

The labor categories, blended hourly rates, estimated hours, and budget allocations below are provided as the basis for pricing and invoice support.

Tetra Tech reserves the discretion to manage labor resources as necessary to efficiently perform the work, provided that total costs do not exceed the approved not-to-exceed amount of \$284,814 unless otherwise authorized by the Riverside County Board of Supervisors. This may include reallocating hours among labor categories or adjusting hours/cost between tasks as necessary to meet project needs while maintaining compliance with the overall budget.

2. Labor Categories and Blended Hourly Rates

For pricing purposes, the following labor categories, blended hourly rates, and estimated hours shall apply:

Labor Category	Blended Hourly Rate	Estimated Hours	Estimated Compensation
Project Manager	\$165.00	260	\$42,900.00
Planner/Analyst III	\$155.00	356	\$55,180.00
Planner/Analyst II	\$135.00	310	\$41,850.00

Labor Category	Blended Hourly Rate	Estimated Hours	Estimated Compensation
Planner/Analyst I	\$120.00	592	\$71,040.00
Subject Matter Expert	\$190.00	184	\$34,960.00
Quality Control Coordinator	\$203.00	68	\$13,804.00
Technical Editor	\$165.00	152	\$25,080.00
Total		1,922	\$284,814.00

3. Budget Allocation by Task

For budgeting and invoice support purposes, the estimated total price is allocated among the project tasks as follows:

Task	Estimated Amount
Planning Process	\$63,562.00
Hazard Identification	\$5,924.00
Risk Assessment	\$88,554.00
Mitigation Strategy	\$38,134.00
Plan and Draft	\$54,874.00
Public Outreach	\$21,284.00
Review and Adopt	\$12,482.00

Task	Estimated Amount
Total	\$284,814.00

4. Budget Allocation by Project Phase

For budget planning purposes, CONTRACTOR’s proposal allocates the estimated total price between the following project phases:

Project Phase	Estimated Amount
Phase 1 – May 2026 through April 2027	\$174,854.00
Phase 2 – May 2027 through February 2028	\$109,960.00
Total	\$284,814.00

5. Invoice Support

In addition to the invoice requirements set forth in the Agreement, each invoice shall include sufficient backup detail to identify the applicable labor category, blended hourly rate, hours billed, task or tasks performed, amount billed for the invoice period, and cumulative billings to date.

At COUNTY’s request, CONTRACTOR shall provide reasonable supporting documentation demonstrating that billed services correspond to the Scope of Services and the pricing basis set forth in this Exhibit B.

ATTACHMENT I
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 Vendor, and the COUNTY OF RIVERSIDE, a political subdivision of the State of California (herein referred to as "COUNTY"), 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:

3.1. 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:

3.1.1. 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.

3.2. 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.

3.3. 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.

3.4. 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.

3.5. 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.

3.6. 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.

3.7. 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.

3.8. 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:

3.8.1. 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.

3.9. 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.

3.10. 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.

3.11. 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

4.1. 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.

4.2. 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.

4.3. Additionally, contractors are required to pay wages not less than once a week.

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

5.1. 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.

5.2. 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.

5.3. 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

6.1. *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.

6.2. *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 therefore 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.

6.3. *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.

6.4. *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

7.1. Clean Air Act

7.1.1. 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.

7.1.2. 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.

7.1.3. 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.

7.2. Federal Water Pollution Control Act

7.2.1. 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.

7.2.2. 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.

7.2.3. 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

8.1. 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).

8.2. 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.

8.3. 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.

8.4. 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.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date:

10. PROCUREMENT OF RECOVERED MATERIALS

10.1. 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

10.1.1. Competitively within a timeframe providing for compliance with the contract performance schedule;

10.1.2. Meeting contract performance requirements; or

10.1.3. At a reasonable price.

10.2. 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>.

10.3. 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

11.1. 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.

11.2. For purposes of this clause:

11.2.1. 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.

11.2.2. 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:

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.









This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter

Final Audit Report

2026-05-06

Created:	2026-05-05
By:	Rafael Vergara (RAvergara@RIVCO.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9-jZayoi-XI3regrvNne5b3f3ZLMPYFF

"This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter" History

-  Document created by Rafael Vergara (RAvergara@RIVCO.org)
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-  Document emailed to Jonathan Burgiel (tdr.contracts@tetrattech.com) for signature
2026-05-05 - 10:00:11 PM GMT
-  Document emailed to Emilio Ramirez (emiramirez@rivco.org) for signature
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-  Email viewed by Emilio Ramirez (emiramirez@rivco.org)
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-  Document e-signed by Emilio Ramirez (emiramirez@rivco.org)
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2026-05-06 - 12:52:19 PM GMT
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