

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



ITEM: 3.8  
(ID # 19847)

MEETING DATE:  
Tuesday, August 30, 2022

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Approve and Execute the Infrastructure Project Funding Agreement Between the County of Riverside and Coachella Valley Water District for Delivery of Water System and Sewer Lift Station Infrastructure Projects, through Fiscal Year 26/27. District 4. [\$9,159,000 Total Cost; 100% ARPA Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Infrastructure Project Funding Agreement Between the County of Riverside and Coachella Valley Water District for Delivery of the Ion Exchange Water Treatment Plant No. 7991 (IXTP 7991) Project, and Mecca Lift Station 55-11 Capacity Upgrade Project, for a Total Cost of \$9,159,000, through Fiscal Year 26/27; and
2. Authorize the Chair of the Board of Supervisors to Execute the Agreement on Behalf of the County; and
3. Direct the Executive Officer, or Designee, to take all Necessary Steps to Approve, Sign and Execute any Future Non-Substantive Amendments within the Agreement that do not Increase Costs to the County and do not Materially Change the Scope of Services, Subject to Approval as to Form by County Counsel.

ACTION: Policy

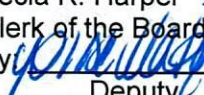
  
Rania Odenbaugh, Director of Constituent Services 8/24/2022

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: August 30, 2022  
xc: E.O.

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 4,000,000	\$ 9,159,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% ARPA Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 22/23 – 26/27	

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

**BACKGROUND:**

**Summary**

On March 11, 2021, President Biden signed into law a \$1.9 trillion economic stimulus bill also known as the COVID-19 Stimulus Package or the American Rescue Plan Act (ARPA). The intent of the bill is to accelerate the United States recovery from the economic and health impacts of the COVID-19 pandemic. ARPA includes \$362 billion in Coronavirus State and Local Fiscal Recovery Funds (ARPA Fiscal Recovery Funds) for eligible state, local, territorial, and tribal governments. These ARPA Fiscal Recovery Funds can be utilized for four categories of eligible uses:

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
- c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Riverside County's share of the American Rescue Plan funding is estimated to be \$479 million, of which the first installment of \$239,937,299 was received on May 10, 2021. Funds must be obligated by December 31, 2024, and expended by December 31, 2026.

On April 27, 2021, the Executive Office presented the Board of Supervisors with a preliminary ARPA funding allocation and on October 19, 2021, presented a revised funding allocation after the U.S. Treasury released the ARPA interim funding guidelines. The revised allocation included a new category for Child Care. The funding allocation obligates funds to 7 categories: Infrastructure, Housing & Homelessness, Economic Recovery, County Departments Response, Non-Profit Assistance, Child Care and Revenue Backfill.

In its final funding guidelines issued on January 6, 2022, the U.S. Treasury broadened the use of the ARPA funds to include disproportionately impacted communities projects to develop



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neighborhood features that promote improved health and safety outcomes, such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, projects that increase access to healthy foods, streetlights, neighborhood clean-up, and other projects to revitalize public access.

On February 8, 2022, the Board approved establishing the ARPA infrastructure funding category in the amount of \$82 million. This amount dedicated \$75 million to water and sewer infrastructure projects, distributed \$15 million per district and the remaining \$7 million was allocated to the Broadband affordability program.

The attached proposed Infrastructure Funding Agreement between the County and Coachella Water District (CVWD) addresses two (2) infrastructure projects which were determined by the County Executive Office to be in compliance with ARPA funding objectives and US Treasury eligibility criteria. CVWD will administer, construct and maintain the following infrastructure projects, which will be completed on or before December of 2026, utilizing a combination of CVWD and proposed ARPA Infrastructure funding.

**Ion Exchange Water Treatment Plant No. 7991 (IXTP 7991) Project** - At the recommendation of the County's 4<sup>th</sup> District, on April 26, 2022 (Agenda Item 3.4), the County Board of Supervisors approved allocation of a total of \$6,059,000 from the ARPA infrastructure category to CVWD for delivery of this project. CVWD's IXTP 7991 previously served the Mecca and Bombay Beach pressure zones with treated groundwater; however, because all components of the existing IXTP 7991 facility are in poor condition, these facilities have been offline since 2017. Existing water demands in the Mecca pressure zone exceed available capacity, and CVWD cannot support new development within the area. This project will dismantle the existing IXTP arsenic removal system and replace it with a single pass adsorption media treatment system comprised of a pre-filtration system, steel pressure adsorber vessels, chemical feed and injection systems, process piping, above ground tanks, and backwash recycle system. In addition, the onsite well will be equipped with a new pumping plant, emergency electrical generator, new electrical building, and site improvements. The additional domestic water supply from the well and treatment facility will allow CVWD the ability to issue approximately 600 new meters for future housing development within this pressure zone.

**Mecca Lift Station 55-11 Capacity Upgrade Project** - At the recommendation of the County's 4<sup>th</sup> District, on May 17, 2022 (Agenda Item 3.2), the County Board of Supervisors approved allocation of a total of \$3,100,000 from the ARPA infrastructure category to CVWD for delivery of this \$6.2 million CVWD project, which will replace and upgrade an existing 30-year-old lift station located in the community of Mecca. The existing lift station conveys wastewater from Mecca to the local water reclamation plant located in Thermal, and has reached maximum sewer capacity; therefore, planned and future development is hindered by limited capacity to take on additional sewer loading. This project will expand existing lift station capacity and help meet the sewer demands of the community of Mecca; nearby sewer infrastructure is also being

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sized to accommodate planned developments within Mecca, Nuestro Orgullo, College of the Desert East Campus, and other planned housing developments.

**Impact on Residents and Businesses**

The proposed water and sewer infrastructure projects will improve quality of life and promote economic recovery in our unincorporated communities by improving water and sewer systems.

**ATTACHMENTS:**

- Infrastructure Funding Agreement Between County of Riverside and Coachella Valley Water District

  
\_\_\_\_\_  
Heydee Koury, Sr Accountant - Auditor 8/17/2022

  
\_\_\_\_\_  
Scott Brukner 8/19/2022

  
\_\_\_\_\_  
Cynthia M. Goral, Chief Deputy County Counsel 8/17/2022



**FUNDING AGREEMENT FOR  
COACHELLA VALLEY WATER DISTRICT INFRASTRUCTURE PROJECTS**

This Funding Agreement (“Agreement”) is entered into by and between the County of Riverside, a political subdivision of the State of California, (“County”) and Coachella Valley Water District, (“Subrecipient”). County and Subrecipient are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

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

WHEREAS, on February 8, 2022, Minute Order 3.3, the Board of Supervisors of the County of Riverside approved allocation of ARPA funds to support eligible infrastructure projects within Riverside County; and

WHEREAS, on January 6, 2022, the U.S. Department of the Treasury (U.S. Treasury) adopted a final rule implementing the Fiscal Recovery Funds which takes effect on April 1, 2022 (Final Rule), however, Subrecipient may generally take actions and use funds in a manner consistent with the terms of the Final Rule prior to April 1, 2022, to the extent they are more restrictive than those in the interim final rule, issued on May 10, 2021; and

WHEREAS, to respond to the negative effects of the pandemic, which in turn affect our community as a whole, the County has dedicated a portion of the allotted ARPA funds to local agencies for the delivery and implementation of vital and eligible infrastructure projects; and

WHEREAS, the County desires to reimburse and the Subrecipient desires to accept ARPA Fiscal Recovery Funds in a total amount not to exceed \$9,159,000, for expenditures identified in Attachment A related to construction of Subrecipient’s Ion Exchange Water Treatment Plant No. 7991 (IXTP 7991), and Mecca Lift Station 55-11 Capacity Upgrade Project (hereinafter collectively referred to as “Infrastructure Projects”); and

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

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.
2. Contract Documents. This Agreement consists of this Agreement and the following attachments, attached hereto and by this reference incorporated herein:



- 2.1 Attachment A – Infrastructure Project Scope
- 2.2 Attachment B – U.S. Treasury ARPA Fiscal Recovery Funds Final Rule
- 2.3 Attachment C – Uniform Administrative Requirements, Cost Principles, Federal Provisions and Audit Requirements for Federal Awards -2 CFR Part 200 et seq
- 2.4 Attachment D – Indemnification and Insurance Requirements
- 2.5 Attachment E – Project Monitoring Requirements
- 2.6 Attachment F – Construction Requirements

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

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

4. Funding.

4.1 County shall provide funding to Subrecipient in an amount not to exceed \$9,159,000 (“Award”), in quarterly payments in accordance with progress pay estimates submittals, and in compliance with ARPA Guidelines as set forth in **Attachment B**, attached hereto and by this reference incorporated herein, for the completion of the Infrastructure Projects. In the event that there is a conflict in the terms for payment in this Agreement and the terms in Attachments B and C, the terms in Attachments B and C shall take precedence. Subrecipient shall provide other non-federal funding at least equal to the amounts shown in **Attachment A**, attached hereto and by this reference incorporated herein, as a match to the funds provided by the County for the Infrastructure Projects.

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

4.3 Should it be determined at any time by the Subrecipient or the County that the



Subrecipient cannot, will not or is unable to complete an Infrastructure Project in accordance with the applicable State and Federal requirements and the provisions of this Agreement on or before December 31, 2026, then the Subrecipient shall return 100% of the Award amount reimbursed to Subrecipient for any uncompleted Infrastructure Project as of the date of notification to the County within thirty (30) days of notification.

4.4 In the event the actual cost for an Infrastructure Project is less than Award reimbursed to Subrecipient at the completion of that Infrastructure Project, Subrecipient shall refund the difference to County within thirty (30) days of filing the Notice of Completion for said Infrastructure Project, or by June 30, 2026, whichever occurs first. Subrecipient shall return any Award Funds that have not been expended or are not adequately supported by invoices and documentation to the County, within thirty (30) days of completion of construction of the Infrastructure Project, or upon request by the County, whichever occurs first.

## 5. Invoicing and Billing

### 5.1 Invoices.

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

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

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

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

5.1.3.2 Subrecipient shall respond within three (3) business days with required additional documentation or clarification to avoid disallowances/partial payment of invoice.

5.1.3.3 All invoices containing expenses that need additional documentation or clarification not provided to County within three (3) business days of request shall have those expenses disallowed and only the allowed expenses shall be paid.

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

### 5.2 Payments

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



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

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

6. Term. The Term of this Agreement shall be from the date of approval of this Agreement until filing of notice of completion for all Infrastructure Projects, or on December 31, 2026, whichever is sooner, unless sooner terminated as provided herein.

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

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

7.2 Additional terms and conditions for Infrastructure Projects. The Subrecipient and all of its subcontractors shall comply with U.S. Treasury Final Rule for Fiscal Recovery Funds, specifically the provisions on water and sewer infrastructure (Drinking Water and / or the Clean Water State Revolving Fund compliance requirements)

8. Contract Representatives.

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

8.2 Subrecipient Representative. The General Manager, or designee, shall be the designated representative who shall administer this Agreement on behalf of the Subrecipient.

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

9. Records and Audit.

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

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

10. Monitoring of Contract Compliance and Infrastructure Progress Reports.

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



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

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

**If to County:**

Riverside County Executive Office  
Attention: Rania Odenbaugh and Scott Bruckner  
4080 Lemon Street, 4<sup>th</sup> Floor  
Riverside, CA. 92501

**If to Subrecipient:**

Coachella Valley Water District  
Attention: Jim Barrett and Karrie Swaine  
75-515 Hovley Lane  
Palm Desert, CA 92211

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

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



provided or made available by state and local governments or instrumentalities or agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations, and Riverside County's non-discrimination policy. Subrecipient shall include the non-discrimination and compliance provisions of this Section in all subcontracts to perform work under or as a derivative of this Agreement.

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

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

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

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

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

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

19.1 All acts of Subrecipient and its officers, employees, agents, representatives, subcontractors, and all others acting on behalf of Subrecipient relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of County. Subrecipient, by virtue of this Agreement, has no authority to bind or incur any obligation on



behalf of County. No agent, officer or employee of the County is to be considered an employee of Subrecipient. At all times during the term of this Agreement, the Subrecipient and its officers, employees, agents, representatives, or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

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

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

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

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

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

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

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

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

26. Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue

to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

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

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

[Signature Provisions on Following Page]



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

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

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

By: *Jeff Hewitt*  
**JEFF HEWITT**  
Chair, Board of Supervisors

SUBRECIPIENT:  
Coachella Valley Water District, a County  
Water District

By: *[Signature]*  
General Manager

Date: AUG 30 2022

Date: 8.24.2022

ATTEST:  
Clerk of the Board  
Kecia Harper

By: *[Signature]*  
Deputy

(Seal)

APPROVED AS TO FORM  
County Counsel

By: *[Signature]*  
Chief Deputy County Counsel