

**Subrecipient Agreement Between the
County of El Dorado and El Dorado County Water Agency**

**American Rescue Plan Act
Coronavirus State and Local Fiscal Recovery Funds**

Agreement # 6820

This Agreement made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and El Dorado County Water Agency, whose principal place of business is 4330 Golden Center Drive, Suite C, Placerville, CA 95667, (hereinafter referred to as "Subrecipient");

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act ("ARPA"); and

WHEREAS, ARPA established the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF"), which provides aid to state, local, and tribal governments to mitigate the fiscal effects stemming from the public health emergency; and

WHEREAS, County qualified as an eligible local government and received SLFRF funding from the U.S Department of Treasury; and

WHEREAS, County acknowledges that the economic impacts of COVID-19 are widespread and County, through the spirit of collaboration, desires to provide a portion of its SLFRF funding to aid other local agencies and community organizations in addressing the impacts of the COVID-19 Public Health Emergency; and

WHEREAS, ARPA allows local government to use the SLFRF funds received for certain investments in water and sewer infrastructure investment projects; and

WHEREAS, ARPA permits SLFRF funds to be used to fund costs obligated by a local government by December 31, 2024 and expended by December 31, 2026; and

WHEREAS, County has awarded SLFRF funds to Subrecipient for the an SLFRF-eligible projects; and

WHEREAS, Subrecipient and County wish to enter into this Subrecipient Agreement to document the terms and conditions of the SLFRF project.

NOW, THEREFORE, the Parties mutually agree as follows:

I. AGREEMENT TERM

This Agreement shall become effective on the date of execution, and end on the date that all close-out requirements are satisfied, as described in (IV)(H).

This Agreement may be extended only upon the written approval of both Parties, provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.

Reporting and document retention requirements shall extend beyond the term of this Agreement to the extent required by Government Code Section 8546.7 and 2 CFR 200.334.

II. SUBAWARD INFORMATION

This Agreement is a subaward, pursuant to 2 C.F.R 200.331(a), for the purpose of carrying out a portion of a Federal award. This Agreement is not for the purposes of obtaining goods or services and does not constitute procurement relationship with Subrecipient. The federal awarding agency is the United States Department of the Treasury. The County is a pass-through entity.

This subaward Agreement is not for Research and Development.

As required by 2 CFR 200.332, the following information applies to this subaward:

- A. The federal award in question is Coronavirus State and Local Fiscal Recovery Funds
- B. The subrecipient's unique entity identifier is D39GLX1L3UR4.
- C. The Federal Award Identification Number (FAIN) is SLFRP2120
- D. The date of the Federal award is May 19, 2021
- E. All costs related to this subaward must be obligated by December 31, 2024, and expended by December 31, 2026.
- F. The budget period for this subaward is March 3, 2021 to December 31, 2026.
- G. The amount of federal funds obligated by this Agreement is \$5,445,000. The Total Amount of Federal Funds obligated to the subrecipient, including the current financial obligation, is \$5,445,000. The Total Amount of the Federal Award committed to the subrecipient by this Agreement is \$5,445,000.
- H. The Federal Awarding agency is the United States Department of Treasury. The awarding official for the Agency is Kenneth V. Payne.
- I. The assistance listing number and title of this award is 21.027.
- J. The indirect cost rate of this award is zero percent (0%)

If either party becomes aware that any of the information identified in this Article is no longer valid, that party must provide notice to the other party as soon as reasonably possible.

III. ACTIVITIES & ALLOWABLE COSTS

A. Activities

Subrecipient shall be responsible for administering all eligible activities in a manner satisfactory to County and consistent with any standards required as a condition of providing these funds. Allowable activities must comply with 42 USC Chapter 7, Subchapter IV, §803 (c)(1)(A) or (D), and 31 CFR Part 35 (35.1 et seq.).

B. Allowable Costs

Subrecipient shall use all funding received under this Agreement for those purposes defined in Attachment A, "SLFRF Project" and with all applicable provisions of federal law governing allowable costs, including 2 CFR Part 200. Failure of Subrecipient to comply with the provisions of this Agreement, including non-compliance with 2 C.F.R. 200, may result in expenses being disallowed, withholding of federal funds, and/or termination of this Agreement.

IV. NOTICES

Notices to County as required by this Agreement shall be delivered in writing, via email and addressed to County as set forth below. Notices to Subrecipient as required by this Agreement shall be in writing, via email and addressed to Subrecipient as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the United States Mail, registered or certified return receipt requested.

For County: Don Ashton, Chief Administrative Officer
Address: 330 Fair Lane, Placerville
Email: don.ashton@edcgov.us

For Subrecipient: Kenneth V. Payne, General Manager
Address: 4330 Golden Center Drive, Suite C, Placerville
Email: ken.payne@edcgov.us

V. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with SLFRF funds.

A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with the regulations of the State of California and with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

Subrecipient acknowledges that Allowable Costs funded or reimbursed by County to Subrecipient are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.1. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Agreement, the Subrecipient shall comply with all applicable federal laws and regulations, including, but not limited to, the following:

- SLFRF payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- Subrecipients are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.
- SLFRF payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- SLFRF payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- SLFRF payments are subject to Subpart F regarding audit requirements.

Subrecipient shall ensure that any contract entered into that is funded in whole or in part by this Agreement contains a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F.

Subrecipient is also responsible for ensuring that any contract or subcontract funded in whole in part by this Agreement contains all necessary clauses required by state and federal law, including, but not limited to, 2 CFR Part 200, Appendix II.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Indemnification and Hold Harmless

To the fullest extent allowed by law, Subrecipient shall defend, indemnify, and hold

County and its officers, directors, and employees harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Subrecipient's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Subrecipient, any contractor of the Subrecipient, or employees of any of these, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute.

The duty to indemnify and hold harmless County specifically includes the duties to defend set forth in Section 2778 of the Civil Code. Subrecipient shall reimburse County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless County under this Agreement.

D. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in Subrecipient's application, request for funding, or request for reimbursement are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by County to provide the funding under this Agreement.

Subrecipient shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

E. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance

Subrecipient shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Subrecipient maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Subrecipient as required by law in the State of California.

2. If Subrecipient has employees located outside of the State of California, Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Subrecipient's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
3. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
4. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Subrecipient in performance of the Agreement.
5. In the event Subrecipient is a licensed professional or professional Subrecipient and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
6. Subrecipient shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
7. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
8. Subrecipient agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Subrecipient agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Subrecipient agrees that no work or services shall be performed prior to the giving of such approval. In the event Subrecipient fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
9. The certificate of insurance must include the following provisions stating that:
 - a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 - b. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

10. Subrecipient's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Subrecipient's insurance and shall not contribute with it.

11. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Subrecipient shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

13. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

14. Subrecipient's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

15. In the event Subrecipient cannot provide an occurrence policy, Subrecipient shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

16. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

G. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

H. Suspension or Termination

Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement, or any issued under this Agreement, by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to use any remaining SLFRF funds for similar purposes, or for any other allowable purpose for SLFRF funds.
2. County shall pay to Subrecipient any costs that were determined to be allowable before the date of the Notice of Termination, unless County or other federal or state officials have determined to be unallowable by subsequent audit.
3. Subrecipient shall refund to County any amounts previously paid that were subsequently determined to be unallowable.

The following shall be a material breach of this Agreement:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
 2. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement, including the obligation to submit proper documentation in (IV)(G) and (IV)(H);;
 3. Ineffective or improper use of funds provided under this Agreement; or
 4. Submission by the Subrecipient to County reports that are incorrect or incomplete in any material respect.
- I. Termination or Cancellation without Cause: County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected,

County will pay for costs determined to be allowable before the effective date of termination, as set forth in the Notice of Termination provided to Subrecipient. In no event, however, shall County be obligated to pay any costs that are not allowable under the federal award. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any contractor or subcontractor of the Subrecipient must comply with 31 U.S.C. Chapter 38 (3801 et seq), Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any contractor or subcontractor pertaining to any matter resulting from a contract that is funded in whole or in part by this Agreement.

J. Debarment / Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of the Treasury regulations at 31 C.F.R. Part 19 (Governmentwide Debarment and Suspension).
2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management (“SAM”) Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
3. By signing this Agreement, Subrecipient certifies that that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. If the Subrecipient uses any contractors, Subrecipient shall comply with Federal Acquisition Regulation 52.209-6, Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, dated November 2021.

K. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of California, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Superior Court of the County of El Dorado and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Subrecipient agrees to comply with and agrees to adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all Allowable Costs.

B. Audits and Inspections

For purposes of compliance with Government Code Section 8546.7 and 2 CFR Part D (200.300 et seq) and Part F (200.500), Subrecipient shall provide County, any duly authorized representative of the County, or any applicable federal or state official access to all records related to this Agreement at all reasonable times to audit, examine, and make excerpts or transcripts of all relevant data during this Agreement period and for three (3) years from the required retention period set forth in paragraph D below and all other pending matters are closed. For purposes of this paragraph, applicable federal or state official includes any duly authorized representative of the United States Treasury Department, or the Comptroller General of the United States or any of their authorized representatives, and the California State Auditor. The right of access also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies by the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

If Subrecipient expends \$750,000 or more in total federal assistance (all programs) in a single year, must have an audit conducted of Coronavirus Relief Funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall submit a copy of that audit to County.

Subrecipients who do not meet the Single Audit threshold are required to have a program-specific Coronavirus Relief Funds audit conducted in accordance with 2 CFR § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to County.

Issues arising out of noncompliance identified in a Single or Program-Specific Coronavirus Relief Funds audit are to receive priority status of remediation or possible return of all funds to County.

C. Record Retention

Consistent with 2 CFR 200.334, Subrecipient shall retain sufficient financial records

for a period of five (5) years from the date of submission of the final expenditure report. For purposes of this Agreement, financial records includes, but is not limited to, supporting documents, statistical records, and any other records of any type that is pertinent to ensure compliance with this Agreement , as well as the compliance of all contractors or Subrecipients funded in whole or in part by this Agreement, and the related federal award.

D. Internal Controls

Subrecipient must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.

E. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.1, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

F. Monitoring & Compliance

County shall evaluate the Subrecipient’s risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the SLFRF funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for allowable costs, reviewing payroll logs, reviewing applicable contracts and other documentation that may be requested by the County to substantiate allowable costs, reviewing financial and performance reports, . If subrecipient fails to timely submit proper documentation verifying allowable costs upon request by County, then County may treat that failure as a material breach of the Agreement and recoupment of awarded funds from the Subrecipient.

County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements. County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations

Subrecipient shall submit written progress reports to County’s Administrator at the end of each fiscal year. Subrecipient shall prepare the reports in a sufficiently

detailed manner for County's Administrator to determine whether Subrecipient is using the funds allocated by this Agreement consistent with this Agreement and meeting the objectives of the federal award. County's Administrator shall review those reports to determine whether the Subrecipient is complying with the terms of this Agreement and meeting the objectives of the federal award, and may request revisions as necessary. This reporting requirement may be fulfilled in conjunction with the reporting requirements in section (VI) (H).

G. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. 200.344 and the procedures described below. Subrecipient's obligation to County will not terminate until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to:

- Submission of final financial, performance and all other required reports and documentation no later than 90 calendar days after the end date of the period of performance or project.
- Return of any unspent or disallowed SLFRF funds to County.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

H. Payment & Reporting Procedures

1. Reporting Requirements

Reports shall be made on a monthly or quarterly basis, as defined in Exhibit A, "SLFRF Project." Reports shall include:

- Project status
- Detail of funds obligated in the reporting periods
- Summary of funds obligated from project inception through the reporting period
- Detail of expenditures for the report period. Reports shall include sufficient information to demonstrate that each expenditure is an allowable cost for SLFRF funding. Such reporting may include documentation of invoices, confirmation of receipt of products, submission of payroll logs, proof of contracts, etc., to substantiate that the expense is an allowable cost. Failure to submit proper documentation verifying that the expense is an allowable cost may result in termination of this Agreement and recoupment of awarded funds from the Subrecipient that are subsequently determined to

be unallowable.

- Summary of expenditures from project inception through the reporting period.
- Any other information or documentation necessary to comply with SLFRF reporting requirements as determined by the Department of the Treasury. Reports for those periods including the final month is a calendar quarter (March, June, September, December) shall be due to County fifteen (15) calendar days after the end of the reporting period. All other monthly reports, if applicable, shall be due to County on the last day of the following month.
Reports shall be submitted to County via email to jeremy.apodaca@edcgov.us, with a copy to kerri.williams-horn@edcgov.us.

2. Payment Procedure for Advance Payments

Advance payments shall be provided pursuant to Exhibit A “SLFRF Project.”

If advance payments are authorized by Exhibit A, County shall advance funds to Subrecipient within forty-five (45) days following execution of this Agreement for allowable costs as defined in Exhibit A.

If Subrecipient has received an advance payment, Subrecipient shall include an accounting of advanced funds in each report submitted.

Any SLFRF funds advanced to Subrecipient but not expended shall be returned to County upon project completion and no later than December 30, 2026, or such earlier date as maybe required by SLFRF regulation or procedure.

3. Payment Procedure for Reimbursement Payments

Subrecipient shall provide a request for reimbursement with each report for any expenditures in excess of advanced funds received. County shall review that report to determine if the costs are allowable. County shall make payment within forty-five (45) days of the County approving the request. Reimbursement of expenditure shall be made on the basis of expenditures incurred and paid by Subrecipient.

4. Provisions for Additional Advance Payment

Notwithstanding the procedures in this section, or the provisions of Exhibit A “SLFRF Project,” County may, at its sole discretion, approve an advance payment to Subrecipient, upon request from Subrecipient. Such approval shall not increase the project total amount, or authorize a change to the project activities or allowable costs.

I. Duplication of Benefits

Subrecipient certifies that it has disclosed all other funding received, dedicated, or obligated for activities funded by this Agreement. Funding to be disclosed includes any grant or similar funding from Federal, State, or local public agencies; any funds designated or obligated by Subrecipient prior to execution of this Agreement; or any other funds received from a public or private entity designated or intended for activities funded by this Agreement.

Should Subrecipient receive or seek funding that would be eligible for disclosure, Subrecipient shall notify County within fourteen (14) calendar days. If Subrecipient receives funding for activities funded by this Agreement after execution of this Agreement, in an amount exceeding Subrecipient's total unreimbursed costs, County may, at its discretion, require return of SLFRF funds in excess of total costs unreimbursed by other sources.

VII. Personnel & Participation Conditions

1. Hatch Act

Subrecipient must comply with provisions of the Hatch Political Activity Act of 1939 (18 U.S.C. 592 et seq) limiting the political activities of public employees, as it relates to the programs funded.

2. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VIII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

This Agreement contains the following attachments:

- Exhibit A – SLFRF Project

VII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VIII. WAIVER

County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. CERTIFICATION

The Subrecipient hereby certifies that they have the authority and approval from the governing body to execute this Agreement and request reimbursement from County from the allocation of the Coronavirus State and Local Fiscal Recovery Funds provided to County for allowable costs.

Subrecipient understands any award of funds pursuant to this agreement must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure and that the Subrecipient has reviewed the guidance established by U.S. Department of the Treasury and certify costs meet the required guidance. Any funds expended by the Subrecipient or its contractor (s) or subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to County.

Subrecipient agrees that they will retain documentation of all uses of the funds, including, but not limited to, invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Subrecipient understands any funds provided pursuant to this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections and cannot be used for expenditures for which the Subrecipient has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County's allocation of SLFRF funding to Subrecipient. This Agreement is subject to availability of Federal assistance under the State and Local Fiscal Recover Funds as authorized under ARPA. County has no legal requirement to provide funding to any Subrecipient.

XI. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by County.

XII. ADMINISTRATOR

The County officer or employee with responsibility for administering this Agreement is Don Ashton, Chief Administrative Officer, or successor.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Don Ashton
Chief Administrative Officer
"County"

-- SUBRECIPIENT --

By: _____ Dated: _____
Kenneth V. Payne, P.E.
General Manager
"Subrecipient"

**EXHIBIT A – SLFRF
PROJECT**

SUBRECIPIENT NAME: El Dorado Water Agency

PERIOD OF PERFORMANCE: March 3, 2021 to December 31, 2026

DESCRIPTION OF PROJECT:

The below table lists the projects to be implemented through this Agreement.

Project	Implementing Agency	ARPA Funding Awarded	Brief Description
El Dorado County Fairgrounds	El Dorado County Fair Association	\$400,000	This project will replace the lining of the existing underground 48" culvert which runs across the El Dorado County Fairgrounds, from the south-east side to north-west side.
Rubicon Tank 1 Water Feed Line Replacement	Tahoe City Public Utility District	\$75,000	The project will replace approximately 275 feet of 6" water main with a 10" water main which will serve as the common inlet/outlet from the Rubicon Tank No. 1. The current diameter of 6-inches is undersized to meet the higher flow demands of the Rubicon system and will provide additional flow and pressure under high demand conditions such as fire flow.
Lower Meeks Bay Pressure Reducing Station	Tahoe City Public Utility District	\$200,000	The project will install approximately 600 feet of new 8" water main and a pressure reducing station (PRV) to supply the Meeks Bay Vista pressure zone with a northerly feed of water. This will greatly improve fire flow at all hydrants along the length of Meeks Bay Avenue and will create a redundant connection in the event of a failure or maintenance of one PRV.
Sly Park Intertie Improvement	El Dorado Irrigation District	\$750,000	This project will design a new pipeline to replace the existing corroded 3.5-mile pipeline that connects the Reservoir 1 Water Treatment Plant (WTP) and the Reservoir A WTP. This includes environmental review and permitting, additional right-of-way acquisition as needed, and detailed plans and specifications.
Outingdale Dam Rehabilitation	El Dorado Irrigation District	\$440,000	This project will rehabilitate the Outingdale Diversion Dam which provides the only water source for the Outingdale community and has become significantly deteriorated. It will protect the dam from failure and maintain water service to its customers.
Clearwell and Booster Pump Station Reliability Improvements	Grizzly Flats Community Services District	\$2,530,000	This project will install a new storage tank to replace the failing Clearwell and a new booster pump station to provide sufficient pressure and flow to meet peak water demand periods and fire protection. It will also include performing a system-wide analysis to inform designs and specifications.
Reservoir Lining Rehabilitation	Grizzly Flats Community Services District	\$300,000	This project will remove debris which has accumulated in the lined reservoir and perform repairs to the thick plastic liner to prevent leakage.
Rubicon Wells 2&3 Backup Power Project	Tahoe City Public Utility District	\$200,000	This project will provide critical backup electrical power to water customers served by the District's Rubicon water system. It includes the design and construction of a building to house a permanent generator to ensure water service is maintained during power outages.

Project	Implementing Agency	ARPA Funding Awarded	Brief Description
West Lake Tahoe Regional Water Treatment Plant	Tahoe City Public Utility District	\$500,000	This project will provide a new domestic water treatment plant using Lake Tahoe surface water as its source. It will improve potable water service reliability and quality for the McKinney-Quail Water Service Area and redundant water supply for other water systems in the west Lake Tahoe region, including the Tahoe Cedars Water System in El Dorado County, by replacing an existing Interim Surface Water Treatment Plant.
Water System Conditions Assessment and Water System Reliability Study Update	Georgetown Divide Public Utility District	\$50,000	To identify and prioritize vital water infrastructure improvements in the District, this project will expand the treated water/raw water asset inventory, prepare an asset register, conduct condition assessments and remaining useful life analyzes, collect asset attribute data and populate GIS, and update the 2002 Water System Reliability Study. The results from this analysis will lay the foundation for subsequent engineering
Total		\$5,445,000	

ELIGIBLE USE OF FUNDS:

SLFRF Use of Funds (select one):

Respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

Make necessary investments in water, sewer, or broadband infrastructure.

PROJECT TOTAL AMOUNT: \$5,445,000.00

Advance Funding Amount: \$5,445,000.00

The total funds provided pursuant to this Agreement shall not exceed the Project Total Amount.

REPORTING/FUNDING PERIOD: Monthly Quarterly

ADDITIONAL PROJECT TERMS AND CONDITIONS:

None.