

54. Approve an agreement with Three Rivers Community Services District for repairs to their drinking water infrastructure per the County of Tulare American Rescue Plan Act Final Recovery Plan, in the amount of \$3,200, effective December 3, 2024 through December 31, 2025. Approve the necessary budget adjustments (4/5ths vote required).



Resource Management Agency

COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

LARRY MICARI
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: December 3, 2024 - REVISED

Public Hearing Required	N/A
Scheduled Public Hearing w/Clerk	N/A
Published Notice Required	N/A
Advertised Published Notice	N/A
Meet & Confer Required	N/A
Budget Transfer (Aud 308) attached	Yes
Personnel Resolution attached	N/A
Agreement(s) attached	Yes

CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010

SUBJECT: Approve an Agreement with Three Rivers Community Services District

REQUEST(S):

That the Board of Supervisors:

1. Approve an Agreement with the Three Rivers Community Services District for repairs to their drinking water infrastructure per the County of Tulare American Rescue Plan Act Final Recovery Plan, in the amount of \$3,200, effective December 3, 2024 through December 31, 2025.
2. Authorize the Chair to sign the Agreement.
3. Approve the necessary budget adjustments per the attached AUD 308 (4/5ths vote required).

SUMMARY:

On March 11, 2021, President Biden signed the American Rescue Plan Act (ARPA) into law. This legislation authorized more than \$1.9 trillion in relief funds to address the continued impact of the COVID-19 pandemic on the economy, public health, state and local governments, individuals, and businesses.

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), established by ARPA and administered by the U.S. Department of the Treasury, provides \$350 billion in emergency funding for state, local, territorial, and Tribal governments. The United States Treasury Department directly provides funding to assist communities as they recover from the COVID-19 pandemic. ARPA provides \$350 billion in additional funding for state and local governments. The local funding portion is approximately \$130 billion, equally divided between cities and counties. Localities will receive the funds in two tranches—the first after the U.S. Treasury certifies the proceeds to each jurisdiction and the second one year later.

SUBJECT: Approve an Agreement with Three Rivers Community Services District
DATE: December 3, 2024

On August 24, 2021, the Board of Supervisors approved the County of Tulare ARPA Interim Recovery Plan for Federal American Rescue Plan Act Funds. At the July 25, 2023, meeting, the Board approved the County's Final Recovery Plan-2023 Update, which included approved projects that invested in the improvement or development of public services for the safety of Tulare County's local communities.

In March of 2023, the River Well managed by the Three Rivers Community District was damaged by the significant flooding that occurred in the region. This agreement is to pay for the emergency repairs that were done to make the well operational again.

The attached AUD 308 establishes the budget for this Project. The total project budget is \$3,200.

FISCAL IMPACT/FINANCING:

Funds for this \$3,200 project are allocated under Category 5.15 of the County's ARPA Final Recovery Plan. The attached AUD 308 requests revenue and expenditure increases to the FY 2024/25 Budget totaling \$3,200. There is no additional net county cost.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's Strategic Plan includes an initiative to provide for the safety and security of the public, which includes the goal of providing adequate public amenities.

ADMINISTRATIVE SIGN-OFF:

/s/ Sherman Dix

Sherman Dix, CPA
Assistant Director – Fiscal Services

/s/ Reed Schenke

Reed Schenke, P.E.
Director

Cc: County Administrative Office

Attachment A - AUD 308
Attachment B - Agreement

COUNTY OF TULARE
GRANT AGREEMENT
American Rescue Plan Act Funds

THIS GRANT AGREEMENT (“Agreement”) is entered into effective as of December 3, 2024, between the **COUNTY OF TULARE**, a political subdivision of the State of California (“**COUNTY**”), and the **THREE RIVERS COMMUNITY SERVICES DISTRICT**, a public agency (“**GRANTEE**”). **COUNTY** and **GRANTEE** is each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

A. On March 11, 2021, the American Rescue Plan Act (“**ARPA**”) was signed into law by President Biden. This legislation authorizes more than \$1.9 trillion in relief funds to address the continued impact of the COVID-19 pandemic on the economy, public health, state and local governments, individuals, and businesses.

B. The Coronavirus State and Local Fiscal Recovery Funds (“**SLFRF**”), established by ARPA and administered by the U.S. Department of the Treasury, provides \$350 billion in emergency funding for state, local, territorial, and Tribal governments. Eligible state, territorial, metropolitan city, county, and Tribal governments will be able to access funding directly from the Treasury Department to assist communities as they recover from the pandemic. This funding includes:

- \$195 billion for states, (a minimum of \$500 million for each State).
- \$130 billion for local governments (a minimum of \$1.25 billion per state is provided by the statute inclusive of the amounts allocated to local governments within the state).
- \$20 billion for tribal governments; and
- \$4.5 billion for territories.

C. ARPA will provide needed relief to state, local, and Tribal governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery. In addition to helping these governments address the revenue losses they have experienced as a result of the crisis, it will help them cover the costs incurred due responding to the public health emergency and provide support for a recovery – including through assistance to households, small businesses and non-profits, aid to impacted industries, and support for essential workers. It will also provide resources for state, local, and Tribal governments to invest in infrastructure, including water, sewer, and broadband services.

D. SLFRF monies provide substantial flexibility for each jurisdiction to decide how to best meet the needs of their local communities including support for households, small businesses, impacted industries, essential workers, and the communities hardest hit by the pandemic. In addition to allowing for flexible spending up to the level of their revenue loss, recipients can use funds to:

- 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.
- To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers.
- 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.
- To make necessary investments in water, sewer, or broadband infrastructure.

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E. Local governments will receive funds in two tranches, with 50% allocated in May of 2021 and the balance delivered approximately 12 months later. SLFRF monies are subject to the requirements specified in the Final Rule adopted by the U.S. Department of the Treasury on January 6, 2022 (the "Final Rule"), which Final Rule is attached hereto as **Exhibit A**, as explained in the "Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds" issued by the U.S. Department of the Treasury on June 17, 2021 (the "Compliance and Reporting Guidance"), which Compliance and Reporting Guidance is attached hereto as **Exhibit B**.

F. The County of Tulare will receive up to \$90,552,914 in direct funding from said SLFRF, on condition that the County will follow the proposed uses of the funds provided under the applicable provisions of the Interim Final Rule and said Compliance and Reporting Guidance.

G. At the direction of the Board of Supervisors, the County Administrative Officer developed a spending plan for eligible uses of said SLFRF monies (the "County Spending Plan"), which County Spending Plan was approved by the Board of Supervisors on August 24, 2021 and is attached hereto as **Exhibit C**.

H. Said County Spending Plan makes funding available for the River Well Emergency Repair Project, and GRANTEE has applied for an allocation of funds for those purposes.

I. COUNTY is willing to make funds available to GRANTEE for said purposes under the terms of this Agreement and GRANTEE is willing to accept such funds accordingly.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERM: This Agreement becomes effective as of December 3, 2024, and expires at 11:59 PM on December 31, 2025, unless its term is extended by written amendment or it is earlier terminated as provided in COUNTY'S GENERAL AGREEMENT TERMS AND CONDITIONS referenced below.

2. AMOUNT OF GRANT AND USES: COUNTY hereby grants funds to GRANTEE in the amount and for the purposes and subject to the terms and conditions shown in the attached **Exhibit D**, and GRANTEE hereby accepts such funds and shall use them in accordance with said **Exhibit D**.

3. U.S. TREASURY FINAL RULE, COMPLIANCE AND REPORTING GUIDANCE, AND COUNTY SPENDING PLAN: The terms and conditions of the Final Rule, the Compliance and Reporting Guidance, and the County Spending Plan are hereby incorporated into and made a part of this Agreement and GRANTEE shall abide by said terms and conditions in its performance under this Agreement. The SLFRF Final Rule can be viewed at <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

4. INSURANCE: Before approval of this Agreement by COUNTY, GRANTEE must file with the Clerk of the COUNTY'S Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit E**.

5. GENERAL AGREEMENT TERMS AND CONDITIONS: COUNTY'S "General Agreement Terms and Conditions (Form revision approved as of 01/01/2021)" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

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6. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission, or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

County Administrative
Officer 2800 W. Burrel Ave
Visalia, CA 93291
Phone No.: (559) 636-5005
Fax No.: (559) 733-6318

GRANTEE:

Attn: David Mills
40838 Sierra Dr Ste B
Three Rivers, CA 93271
Phone No.: (559) 561-3480

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

7. SUBCONTRACTING: If this box is checked , GRANTEE has indicated it will utilize Subgrantees to provide certain services related to this Agreement. GRANTEE has selected the following Subgrantees ("Subgrantees") to provide the goods or services related to this Agreement: [insert list of Subgrantees]. GRANTEE will supervise all Subgrantees and ensure that Subgrantees comply with all applicable laws and regulations. GRANTEE will include all applicable provisions of this Agreement in its contracts with Subgrantees and ensure compliance with those provisions. No other subgrantees shall be utilized without prior written approval from the COUNTY's County Administrative Officer or designee.

8. AUTHORITY: GRANTEE represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind GRANTEE to its terms. GRANTEE acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which shall be deemed an original and all of which taken together form one and the same agreement. A signed copy or signed counterpart of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of a signed original or signed copy of this Agreement.

10. MANUAL OR ELECTRONIC SIGNATURES: The Parties may sign this Agreement by means of manual or electronic signatures. The Parties agree that the electronic signature of a Party, whether digital or encrypted, is intended to authenticate this Agreement and to have the same force and effect as a manual signature. For purposes of this Agreement, the term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Agreement and executed and adopted by a Party with the intent to sign this Agreement, including facsimile, portable document format, or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17), as it may be amended from time to time.

**COUNTY OF TULARE
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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____

By _____
Larry Micari, Chair, Board of Supervisors

ATTEST: Jason T. Britt, County Administrative Officer/
Clerk of the Board of Supervisors

By _____
Deputy

GRANTEE

Date: 10/31/2024

By  _____
signature
David Mills, President
Three Rivers Community Services District

Approved as to Form:
County Counsel

By  _____
Deputy

Matter # 2021824

Attached Exhibits

- A = Final Rule.
- B = Compliance and Reporting Guidance.
- C = County's Spending Plan.
- D = Amount of Grant and Uses.
- E = Insurance Provisions.

**COUNTY OF TULARE
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EXHIBIT A

FINAL RULE

The Final Rule can be accessed electronically at the website listed below:

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

**COUNTY OF TULARE
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EXHIBIT B

COMPLIANCE AND REPORTING GUIDANCE

The Compliance and Reporting Guidance document can be accessed electronically at the website listed below:

<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

**COUNTY OF TULARE
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EXHIBIT C

COUNTY'S SPENDING PLAN

The County's Spending Plan can be accessed electronically at the website listed below:

<https://tularecounty.ca.gov/api/render/file/?fileID=2B67929E-5056-BBFD-60A7C46AA71A33F9>

**COUNTY OF TULARE
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EXHIBIT D

AMOUNT OF GRANT AND USES

COUNTY hereby grants \$ 3,200 to GRANTEE and GRANTEE agrees to use said funds for activities consistent with the requirements of ARPA, the Final Rule, the Compliance and Reporting Guidance, and the County Spending Plan, specifically and exclusively for the pre-construction activities of the River Well Emergency Repair Project, and to comply with the terms and conditions of same.

GRANTEE will be considered to be a “subrecipient” of funds from COUNTY under same. All funds remain subject to statutory requirements that they must be used for costs incurred by the subrecipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024, must be expended by December 31, 2026. Any funds not used by GRANTEE must be returned to COUNTY for return to U.S. Treasury.

In accordance with the terms of the award of SLFRF monies to COUNTY, and COUNTY’s subaward of funds hereunder to GRANTEE, GRANTEE shall comply with the following additional requirements:

A. Award Terms and Conditions. The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury’s Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described in the Final Rule and the Compliance and Reporting Guidance:

1. SAM.gov Requirements. All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.

2. Recordkeeping Requirements. Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office (“GAO”), Treasury’s Office of Inspector General (“OIG”), and the Pandemic Relief Accountability Committee (“PRAC”).

3. Single Audit Requirements. Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.⁸ Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

4. Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds.

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Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

B. Reporting Requirements. To assist COUNTY is meeting its reporting requirements under ARPA, the Final Rule, the Compliance and Reporting Guidance, and the County Spending Plan, GRANTEE must provide the following information to COUNTY on or before the dates shown below:

ARPA Re-port	Year	Quarter	Invoicing Period	Invoices Due to County
14	2024	4	October 1, 2024 - December 31, 2024	January 31, 2025
15	2025	1	January 1, 2025 - March 31, 2025	April 30, 2025
16	2025	2	April 1, 2025 - June 30, 2025	July 31, 2025
17	2025	3	July 1, 2025 - September 30, 2025	October 31, 2025
18	2025	4	October 1, 2025 - December 31, 2025	January 31, 2026

**COUNTY OF TULARE
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DESCRIPTION

Repairs to the Three Rivers Community Service District's (CSD) River Well, which provides water to approximately 78 homes.

BUDGET

\$3,200 was spent on emergency repairs.

EXHIBIT E

INSURANCE REQUIREMENTS

GRANTEE shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the GRANTEE, its agents, representatives, employees, and Subgrantees, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury, and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the GRANTEE has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) insurance appropriate to the GRANTEE's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims-made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.

2. GRANTEE must submit endorsements to the General Liability reflecting the following provisions:

a. COUNTY and GRANTEE, their officers, agents, officials, employees, and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the GRANTEE including material, parts, or equipment furnished in connection with such work or operations.

b. For any claims related to this project, the GRANTEE's insurance coverage shall be primary insurance as respects COUNTY and GRANTEE, their officers, agents, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY or GRANTEE, their officers, agents, officials, employees, or volunteers shall be excess of the GRANTEE's insurance and shall not contribute with it.

c. *GRANTEE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of GRANTEE may acquire against the GRANTEE by virtue of the payment of any loss under such insurance. GRANTEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY or the GRANTEE has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of COUNTY and the GRANTEE for all work performed by the GRANTEE, its employees, agents, and Subgrantees. GRANTEE waives all rights against COUNTY and the GRANTEE, their officers, agents, officials, employees, and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the TULARE COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-: VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the GRANTEE shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. COUNTY and the GRANTEE reserve the right to require certified copies of all required insurance policies at any time.

