

**County of Riverside**

**Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street  
Riverside, CA 92503**

**Emergency Management Department  
450 E. Alessandro Blvd  
Riverside, CA 92508**

**and**

**Perris Union High School District  
155 E 4th Street  
Perris, CA 92570**

**Mass Care and Shelter Facility Use Agreement  
DPSS-0003429**



TABLE OF CONTENTS

1. DEFINITIONS ..... 3  
2. DESCRIPTION OF SERVICES ..... 3  
3. PERIOD OF PERFORMANCE ..... 4  
4. TERMINATION ..... 4  
5. RECORDS, INSPECTIONS, AND AUDITS ..... 4  
6. CONFIDENTIALITY ..... 4  
7. HOLD HARMLESS ..... 5  
8. INSURANCE ..... 5  
9. ADVERSE GOVERNMENT ACTION ..... 5  
10. COMPLIANCE WITH APPLICABLE LAWS ..... 6  
11. FORCE MAJEURE ..... 6  
12. ASSIGNMENT ..... 6  
13. INDEPENDENT CONTRACTORS ..... 6  
14. GOVERNING LAW ..... 6  
15. DISPUTES ..... 6  
16. ADMINISTRATIVE/CONTRACT LIAISON ..... 6  
17. NOTICES ..... 7  
18. FEDERAL FINANCIAL ASSISTANCE ..... 7  
19. ELECTRONIC SIGNATURES ..... 7  
20. MODIFICATION OF TERMS ..... 8  
21. ENTIRE AGREEMENT ..... 8

List of Schedules

Schedule A – Scope of Services

List of Attachments

Attachment I – School District Facility List and Contacts

Attachment II – School District Facility Annual Baseline Rates

Attachment III – Federal Contract Provisions and Orders of Local, State or Federal Health Officials

This Agreement is made and entered into by and between Perris Union High School District (herein referred to as "SCHOOL DISTRICT") and the County of Riverside, a political subdivision of the state of California, on behalf of its Department of Public Social Services and its Emergency Management Department (herein referred to as "COUNTY"). The parties agree as follows:

1. DEFINITIONS

- A. "ARC" refers to the American Red Cross.
- B. "COUNTY" refers to the County of Riverside including its Department of Public Social Services and its Emergency Management Department.
- C. "DPSS" refers to the County of Riverside's Department of Public Social Services, which is the COUNTY's lead agency for MASS CARE AND SHELTER SERVICES. DPSS has administrative responsibility for this Agreement.
- D. "EMD" refers to the County of Riverside's Emergency Management Department. EMD has administrative responsibility for the COUNTY's EOC. EMD also has the fiscal responsibility for this Agreement.
- E. "EOC" refers to the COUNTY's Emergency Operations Center made up of several COUNTY departments that share in emergency preparedness, response, and recovery efforts.
- F. "FACILITY" and/or "FACILITIES" refers to the SCHOOL DISTRICT's building or buildings as authorized by the SCHOOL DISTRICT to be used on a temporary basis to provide MASS CARE AND SHELTER SERVICES or train for MASS CARE AND SHELTER SERVICES.
- G. "MASS CARE AND SHELTER SERVICES" refers to the provision of reception, food, shelter, and support services in the event a disaster causes an evacuation and the need for said services to be provided to displaced residents of Riverside County.
- H. "SCHOOL DISTRICT" refers to the Perris Union High School District including its employees, agents, representatives, subcontractors and suppliers.
- I. "SHELTER MANAGER" refers to the COUNTY official designated to oversee and manage the MASS CARE AND SHELTER SERVICES at the FACILITY.

2. DESCRIPTION OF SERVICES

This Agreement shall, upon COUNTY's request and if feasible (as determined by the SCHOOL DISTRICT), permit the COUNTY to use the FACILITIES on a temporary basis to provide MASS CARE AND SHELTER SERVICES or train for MASS CARE AND SHELTER SERVICES. This Agreement shall only apply when the COUNTY is using the FACILITIES to train for MASS CARE AND SHELTER SERVICES or when a COUNTY official is the SHELTER MANAGER and is overseeing and managing the MASS CARE AND SHELTER SERVICES at the FACILITIES. If ARC is overseeing and managing the MASS CARE AND SHELTER SERVICES at the FACILITIES, this Agreement shall not apply; SCHOOL DISTRICT's agreement with ARC shall apply. COUNTY shall not be liable for any acts or omissions of ARC.

Additional agreed upon terms and conditions for use of the FACILITIES are outlined and specified in the attached Schedule A – Scope of Services; Attachment I – School District Facility List and Contacts; Attachment II – School District Facility Annual Baseline Rates, and Attachment III –

Federal Contract Provisions and Orders of Local, State or Federal Health Officials, each of which is attached hereto and incorporated herein.

This Agreement is made in accordance with the laws of the State of California including Health and Safety Code sections 34070-34082 and Education Code, Title 1, Division 1, Part 19, Chapter 2.5, Article 5 (School Safety Plans), section 32282(a)(2)(B)(ii), which provides the SCHOOL DISTRICT's disaster procedures shall include "[e]stablishing a procedure to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The school district or county office of education shall cooperate with the public agency in furnishing and maintaining the services as the school district or county office of education may deem necessary to meet the needs of the community."

3. PERIOD OF PERFORMANCE

This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2026.

4. TERMINATION

A. Either party may terminate this Agreement without cause upon giving thirty (30) calendar days' written notice to the other party stating the extent and effective date of termination, unless as of the effective date of termination a FACILITY is being used by COUNTY for MASS CARE AND SHELTER SERVICES. If as of the effective date of termination a FACILITY is being used by COUNTY for MASS CARE AND SHELTER SERVICES, the effective date of termination shall be the next calendar day after the FACILITY is no longer being used by COUNTY for MASS CARE AND SHELTER SERVICES.

B. COUNTY may, upon five (5) calendar days' written notice, terminate this Agreement for SCHOOL DISTRICT's default, if SCHOOL DISTRICT refuses or fails to comply with the terms of this Agreement.

5. RECORDS, INSPECTIONS, AND AUDITS

A. SCHOOL DISTRICT shall maintain auditable books, records, documents, and other evidence relating to costs and expenses eligible for reimbursement under this Agreement. SCHOOL DISTRICT shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.

C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts and copies as they deem necessary and shall have the same right to monitor or inspect the aforementioned items as COUNTY.

D. If SCHOOL DISTRICT disagrees with an audit, SCHOOL DISTRICT may employ a Certified Public Accountant to prepare and file with COUNTY its own certified financial and compliance audit. SCHOOL DISTRICT shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.

6. CONFIDENTIALITY

A. The SCHOOL DISTRICT shall protect from unauthorized disclosure names and other identifying information concerning persons receiving MASS CARE AND SHELTER

SERVICES pursuant to this Agreement. The SCHOOL DISTRICT shall not use such information for any purpose other than carrying out the SCHOOL DISTRICT's obligations under this Agreement.

- B. The SCHOOL DISTRICT shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The SCHOOL DISTRICT shall not disclose, except as otherwise specifically permitted by this Agreement, required by law, or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars of the individual, such as fingerprints, a voiceprint, or a photograph.

7. **HOLD HARMLESS**

Both parties to this Agreement agree to hold each other harmless against any and all claims for injury to a person or damage to property arising from the use of the FACILITIES as stated herein, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.

8. **INSURANCE**

A. COUNTY and SCHOOL DISTRICT are each responsible for their own insurance and will maintain appropriate coverage for their respective activities under this Agreement with minimum coverage as follows:

- **Workers' Compensation:** Statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars (\$1,000,000) per person per accident.
- **Commercial General Liability:** Policy's limit of liability shall not be less than one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. COUNTY is self-insured and will provide a letter regarding additional insured state for SCHOOL DISTRICT. SCHOOL DISTRICT shall be endorsed to name COUNTY as additional insured.
- **Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then the parties shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

9. **ADVERSE GOVERNMENT ACTION**

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of its obligations hereunder, then that party shall notify the other of the nature of the action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at

least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

10. **COMPLIANCE WITH APPLICABLE LAWS**

The parties shall comply with all applicable federal, state and local laws and regulations. SCHOOL DISTRICT will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the parties shall comply with the more restrictive law or regulation.

11. **FORCE MAJEURE**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

12. **ASSIGNMENT**

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party. Any attempt to assign or transfer any interest without the prior written consent of the other party shall be deemed void and of no force or effect. The parties agree that the COUNTY's transfer of the administrative or fiscal responsibility of this Agreement from one COUNTY department to another will not constitute an assignment under this Agreement.

13. **INDEPENDENT CONTRACTORS**

The parties are independent contractors and nothing contained in this Agreement shall be construed as creating or implying a legal partnership, agency, joint venture or employment relationship between the parties, nor shall either party have the right, power or authority, whether express or implied, to assume, create or incur any expenses, liability or obligation, whether express or implied, on behalf of the other party.

14. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

15. **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. 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. The parties shall share the cost of the mediations. SCHOOL DISTRICT and COUNTY shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

16. **ADMINISTRATIVE/CONTRACT LIAISON**

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

## 17. NOTICES

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail, postage prepaid, addressed as follows:

## COUNTY:

## For Contract Related Correspondence:

Department of Public Social Services  
Contracts Administration Unit  
P.O. Box 7789  
Riverside, CA 92513

## For Submitting School District Facility List and Contacts (Attachment I) Updates:

Department of Public Social Services  
Assurance and Review Services  
4060 County Circle Drive  
Riverside, CA 92503  
[dpssmasscare@rivco.org](mailto:dpssmasscare@rivco.org)

## For Submitting School District Facility Annual Baseline Rates (Attachment II) Updates, Invoices, and other Financial Documents:

Riverside County Emergency Management Department  
Business and Finance Division  
450 E. Alessandro Blvd  
Riverside, CA 92508  
[emdfiscal@rivco.org](mailto:emdfiscal@rivco.org)

## SCHOOL DISTRICT:

Perris Union High School District  
155 E 4th Street  
Perris, CA 92570

## 18. FEDERAL FINANCIAL ASSISTANCE

Because this Agreement is being entered into for the provision of food, shelter, and support services in the event a disaster causes an evacuation and the need for said services to be provided to displaced residents of Riverside County, COUNTY may seek federal financial assistance for this Agreement. Therefore, the parties shall comply with the terms and conditions set forth in Attachment III, Federal Contract Provisions and Orders of Local, State or Federal Health Officials, attached hereto and incorporated herein, as applicable.

## 19. ELECTRONIC 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 to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein 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.

20. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by the authorized representatives of both parties. However, updates to Attachment I – School District Facility List and Contacts and Attachment II – School District Facility Annual Baseline Rates, will not require an amendment to this Agreement.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

Authorized Signature for SCHOOL DISTRICT	Authorized Signatures for COUNTY
Printed Name of Person Signing: Sylvia Hinojosa	Printed Name of Person Signing: Sayori Baldwin
Title: Director of Purchasing	Title: ACEO/Director, DPSS
Date Signed:	Date Signed:
	Printed Name of Person Signing: Bruce Barton
	Title: Director, EMD
	Date Signed:

Approval as to Form  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Danielle Maland  
Deputy County Counsel  
Date: \_\_\_\_\_

Approval as to Form  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Melissa Cushman  
Deputy County Counsel  
Date: \_\_\_\_\_

## A.1 SCOPE OF SERVICES

## A. OPERATIONAL MANAGEMENT

1. The COUNTY and SCHOOL DISTRICT shall identify liaisons to facilitate use of FACILITY requests. The liaisons will make themselves available 24 hours a day during activation and reply to all communications within a reasonable period of time.
2. The COUNTY and SCHOOL DISTRICT shall mutually agree which FACILITY will be used, upon request by COUNTY to use a FACILITY, for the MASS CARE AND SHELTER SERVICES. The most suitable FACILITIES, such as high schools with showers, will be considered first.
3. The COUNTY and SCHOOL DISTRICT shall mutually agree which FACILITY will be used, upon request by COUNTY to use a FACILITY, to train for the MASS CARE AND SHELTER SERVICES.
4. Upon activation of a FACILITY for MASS CARE AND SHELTER SERVICES, SCHOOL DISTRICT shall provide COUNTY with continuous and unimpeded access to the FACILITIES (including restrooms) for 24 hours a day while COUNTY is operating and managing the MASS CARE AND SHELTER SERVICES at the FACILITIES.
5. The COUNTY shall open the FACILITIES and operate and manage the MASS CARE AND SHELTER SERVICES at the FACILITIES for the duration of the emergency operations or until ARC takes over the operations and management of the MASS CARE AND SHELTER SERVICES at the FACILITIES. COUNTY may transfer the shelter manager role to ARC if/when ARC has the capacity to manage the MASS CARE AND SHELTER SERVICES at the FACILITIES. Once ARC takes over as shelter manager, all legal and financial liability shall shift to ARC, and ARC shall be liable pursuant to the SCHOOL DISTRICT's agreement with ARC. This Agreement will no longer be applicable to those MASS CARE AND SHELTER SERVICES at the FACILITIES. The COUNTY will notify the SCHOOL DISTRICT when the responsibility of shelter manager is transferred to ARC. COUNTY shall not be liable for any acts or omissions of ARC.
6. The COUNTY may use either COUNTY personnel or other volunteers to staff and support the MASS CARE AND SHELTER SERVICES at the FACILITIES. COUNTY personnel or other volunteers assigned to staff and support the MASS CARE AND SHELTER SERVICES at the FACILITIES shall be trained to provide MASS CARE AND SHELTER SERVICES by either the COUNTY or ARC.
7. The COUNTY may provide security services, if needed.
8. The SCHOOL DISTRICT shall identify eligible FACILITIES to be used and provide the 24-hour contact information for the appropriate liaison upon execution of this Agreement as outlined on Attachment I – School District Facility List and Contacts. Any subsequent updates to Attachment I – School District Facility List and Contacts shall be disseminated to the COUNTY immediately as changes occur in accordance with the Notices section of this Agreement. Updates will not require amendment to this Agreement.

9. The SCHOOL DISTRICT shall suspend its regular use of the FACILITY being used for MASS CARE AND SHELTER SERVICES. If any of the areas within the FACILITY are unavailable due to construction or similar activities, the SCHOOL DISTRICT will make replacement space available to the COUNTY.
  10. The SCHOOL DISTRICT shall provide a facility coordinator to provide equipment or services for the FACILITY used for MASS CARE AND SHELTER SERVICES that include, but are not limited to, the following:
    - a. Protective floor coverings, if required
    - b. Tables
    - c. Chairs
    - d. Heating/cooling thermostat access and use instruction
    - e. Lighting control access and use instruction
    - f. Access to restrooms
    - g. Parking lot lighting
    - h. Generator, if available, with instructions for use
  11. The SCHOOL DISTRICT shall provide custodial resources, including but not limited to supplies and workers, to provide cleaning and sanitation services at the FACILITY being used for MASS CARE AND SHELTER SERVICES.
  12. Upon request by the COUNTY, and if such resources are available, the SCHOOL DISTRICT will make the food service resources of the FACILITY being used for MASS CARE AND SHELTER SERVICES, including food, supplies, equipment and food service workers, available to feed the individuals receiving MASS CARE AND SHELTER SERVICES. The facility coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the SHELTER MANAGER.
    - a. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation.
    - b. The Food Service Manager and SHELTER MANAGER will jointly conduct a pre-occupancy inventory of the food and food service supplies in the FACILITY before the FACILITY is used for food service as part of MASS CARE AND SHELTER SERVICES.
    - c. When the COUNTY closes the FACILITY, or turns over the shelter manager role to ARC, and food was served as part of MASS CARE AND SHELTER SERVICES, the SHELTER MANAGER and facility coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the COUNTY's time as SHELTER MANAGER at the FACILITY being used for MASS CARE AND SHELTER SERVICES.
  13. Questions regarding shelter operation management shall be directed to the SHELTER MANAGER.
  14. While the COUNTY is operating and managing MASS CARE AND SHELTER SERVICES at the FACILITIES, the facility coordinator shall report any damage incurred to the FACILITIES to the SHELTER MANAGER within 24 hours.
- B. OPENING A FACILITY
1. The COUNTY shall notify the SCHOOL DISTRICT of the following:
    - a. Date and time when the MASS CARE AND SHELTER SERVICES at the FACILITIES will begin.

- b. SHELTER MANAGER's contact information for general shelter operations.
  - c. EOC Care & Shelter Branch Director contact information for instances in which pre-approval is required for expenditures to be claimed in accordance with the Reimbursement section of this Agreement.
2. Prior to the FACILITY being used for MASS CARE AND SHELTER SERVICES, the COUNTY and the SCHOOL DISTRICT shall jointly conduct a pre-occupancy inspection of the FACILITY being used for MASS CARE AND SHELTER SERVICES.
  3. Both parties shall document any existing damage or conditions using the Riverside County Mass Care "Facility Walk Through Form" (provided by SHELTER MANAGER).
  4. The SCHOOL DISTRICT shall identify and secure all equipment that the COUNTY should not use while providing MASS CARE AND SHELTER SERVICES at the FACILITY.
  5. The SCHOOL DISTRICT shall advise and post any restrictions related to parking or areas that are off limits.
- C. CLOSING A FACILITY
1. If the COUNTY has not turned over the shelter manager role to ARC, the COUNTY shall notify the SCHOOL DISTRICT of the date and time when the MASS CARE AND SHELTER SERVICES at the FACILITY are no longer required and will vacate the FACILITY on that date.
  2. Before the COUNTY vacates the FACILITY or turns over the shelter manager role to ARC, the COUNTY and the SCHOOL DISTRICT shall jointly conduct a post-occupancy inspection to record any damage or conditions using the Riverside County Mass Care "Facility Walk Thru Form" (provided by the SHELTER MANAGER). If food was served by SCHOOL DISTRICT, the COUNTY and the SCHOOL DISTRICT shall also conduct a post-occupancy inventory of the food and supplies used during the time MASS CARE AND SHELTER SERVICES were provided at the FACILITY.
  3. Should the SCHOOL DISTRICT request that the MASS CARE AND SHELTER SERVICES be relocated before the COUNTY vacates a FACILITY, upon mutual agreement, the COUNTY will relocate the MASS CARE AND SHELTER SERVICES within 48 hours of either the COUNTY or SCHOOL DISTRICT finding a suitable alternative FACILITY.
- D. SIGNAGE AND PUBLICITY
1. The COUNTY may post signs identifying the FACILITY as a site of MASS CARE AND SHELTER SERVICES.
  2. The COUNTY may use the SCHOOL DISTRICT's name and address for promoting the FACILITY as a site of MASS CARE AND SHELTER SERVICES.
  3. The SCHOOL DISTRICT shall not issue press releases or other publicity concerning the MASS CARE AND SHELTER SERVICES at the FACILITY without the express written consent of the COUNTY.
  4. The SCHOOL DISTRICT shall refer all media questions about the MASS CARE AND SHELTER SERVICES at the FACILITY to the SHELTER MANAGER.

## A.2 FISCAL

### A. FEES

No fees shall be charged to the COUNTY for use of the FACILITIES for MASS CARE AND SHELTER SERVICES, including when using the FACILITIES to train for MASS CARE AND SHELTER SERVICES.

### B. REIMBURSEMENT

1. The SCHOOL DISTRICT may request reimbursement for the following:
  - a. Reasonable, actual, and out-of-pocket costs associated with custodial services, food services, equipment, supplies, and utilities to the extent that such costs would not have been incurred by the SCHOOL DISTRICT but for COUNTY's use of the FACILITIES for MASS CARE AND SHELTER SERVICES.
    - i. Any request for reimbursement of staff time must be accompanied by a list of the personnel with dates and hours worked; timesheets and payroll registers, queries and/or other proof of payment documentation.
    - ii. Eligible supplies will be reimbursed by the COUNTY at cash value and must be accompanied by original invoices and proof of payment.
  - b. Loss, damage, or destruction of FACILITIES used for MASS CARE AND SHELTER SERVICES under this Agreement while the COUNTY is operating and managing the MASS CARE AND SHELTER SERVICES; however, no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, (2) the fault or negligence of the SCHOOL DISTRICT or SCHOOL DISTRICT's agent(s), or (3) circumstances beyond the control of the COUNTY. The COUNTY shall restore the FACILITIES to the condition they were in immediately prior to the period in which they were used by the COUNTY for MASS CARE AND SHELTER SERVICES except for (1) ordinary wear and tear, (2) loss, damage, or destruction due to the fault or negligence of the SCHOOL DISTRICT or SCHOOL DISTRICT's agent(s), and (3) loss, damage, or destruction due to circumstances beyond the control of the COUNTY; restoration shall be performed to the extent reasonably practical. If the FACILITIES are not restored to the SCHOOL DISTRICT's satisfaction, claims for reasonable costs incurred by the SCHOOL DISTRICT to restore the FACILITIES to their prior condition, and all other claims shall be submitted in accordance with the Notices section of this Agreement. Reimbursement of FACILITIES damage will be based on repair or replacement at actual cash value. The COUNTY is not responsible for damages caused by the disaster; however, the COUNTY will support the SCHOOL DISTRICT to apply for reimbursement from State or Federal programs, if available.
2. Any deployment of personnel, equipment, and other resources, in addition to what is agreed to during the pre-occupation inspection by the COUNTY and SCHOOL DISTRICT, which may result in reimbursement by the COUNTY, shall first be approved by the COUNTY's EOC Care & Shelter Branch Director in order for the expenditure to be claimed.
3. The SCHOOL DISTRICT shall submit invoices to the EMD according to the Notices Section of this Agreement. Invoices are to be submitted to the COUNTY within thirty (30) business days after COUNTY operation and management of the MASS CARE AND SHELTER SERVICES at the FACILITIES end. Any request for reimbursement must be accompanied by the COUNTY EOC Care & Shelter Branch Director pre-approval and other supporting documentation.

4. If the disaster is a State or Federally-declared disaster, the SCHOOL DISTRICT shall work with the COUNTY and the appropriate emergency management agencies to seek reimbursement of eligible costs and expenses from the State and Federal agencies' programs, as applicable and available.

C. FISCAL REPORTING

1. The SCHOOL DISTRICT shall be responsible to provide annual baseline rates as listed in Attachment II to the EMD Business and Finance Division, as listed in the Notices section, for security services, custodial services, food services, and utilities at the beginning of each fiscal year, by the 5<sup>th</sup> business day of July.

**ATTACHMENT I  
School District Facility List and Contacts**

School District Name:           Perris Union High School District          

Date: \_\_\_\_\_

School District Facility	Address	24-Hour Point of Contact Name and Title	24-Hour Point of Contact Phone

Completed form and subsequent updates shall be emailed to: [dpssmasscare@rivco.org](mailto:dpssmasscare@rivco.org)

**ATTACHMENT II  
School District Annual Baseline Rates**

School District Name: Perris Union High School District

Date: \_\_\_\_\_

<b>Personnel (Hourly)</b>	<b>Hourly Rate</b>	<b>Number of Hourly Employees Required</b>
Security (if required)		
Security Guard		
Custodial		
Janitor		
Food Service (if requested)		
Food Prep/Service		
<b>Utilities</b>	<b>Monthly Average</b>	
Water		
Gas		
Electricity		
Waste Disposal		

Completed form (due 5<sup>th</sup> business day of July) and subsequent updates shall be emailed to: [dpssmasscare@rivco.org](mailto:dpssmasscare@rivco.org) and [emdfiscal@rivco.org](mailto:emdfiscal@rivco.org)



**ATTACHMENT III**

**Federal Contract Provisions and Orders of Local, State or Federal Health Officials**

**A. ORDERS OF LOCAL, STATE OR FEDERAL HEALTH OFFICIALS, EXECUTIVE ORDERS**

COUNTY and SCHOOL DISTRICT mutually acknowledge that local, state, or federal authorities may issue official orders or take other official actions, subsequent to the execution of this Agreement, that parties to this Agreement cannot presently predict. COUNTY and SCHOOL DISTRICT mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order, particularly but not limited to Executive Orders of the State of California and Orders of the County Public Health Officer, and the like (“Official Actions”), and if the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern.

To the extent SCHOOL DISTRICT is providing the services under this Agreement at the request of COUNTY under the California Emergency Services Act (the “Act” (California Government Code, § 8550 et seq.)), the COUNTY is subject to certain immunities with respect thereto and would not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of the County or any employee of the County in carrying out the provisions of the Act.

**B. FEDERAL CONTRACT PROVISIONS**

The parties acknowledge that the COUNTY or State may request FEMA financial assistance to fund all or a portion of this Agreement. The SCHOOL DISTRICT shall comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. To the extent applicable, the following federal contract provisions required under 2 C.F.R § 200.326 and 2 C.F.R. Part 200, Appendix II, are hereby fully incorporated herein and made a part of the Agreement, and all references to this Agreement shall include the following provisions. In the event of any inconsistency or redundancy between the Agreement and these provisions, these provisions shall control. As used in these provisions, “contractor” or “Contractor” is the same as the SCHOOL DISTRICT as defined above, and “the contract” is this Agreement. All capitalized terms used herein without definition shall have the same meaning as set forth in 41 C.F.R. Part 60.

**1. REMEDIES**

See sections 4 and 15 of the Agreement.

**2. TERMINATION FOR CAUSE AND CONVENIENCE**

See section 4 of the Agreement.

**3. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as

the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. COMPLIANCE WITH THE DAVIS-BACON ACT

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3121-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

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

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

## 6. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## 7. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 8. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 9. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

*If applicable, the contractor must sign and submit the following certification:*  
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Perris Union High School District, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Sylvia Hinojosa, Director of Purchasing  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## 10. PROCUREMENT OF RECOVERED MATERIALS

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
  1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## 11. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the COUNTY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the COUNTY and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 12. CHANGES

See section 20 of the Agreement.

## 13. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 14. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## 15. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.