

329



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

**FROM:** Community Health Agency / Department of Public Health

**SUBMITTAL DATE:**

**SUBJECT:** Ratify the Agreement between the County of Riverside Department of Public Health (DOPH) and the City of Riverside for the Urban Area Security Initiative (UASI) Project.

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Ratify the Agreement between the County of Riverside Department of Public Health (DOPH) and the City of Riverside from October 1, 2010 through April 30, 2013 in the amount of \$250,000; and
- 2) Authorize the Chairperson to sign one (1) original of said FY2010 Grant Assurances; and
- 3) Authorize the Chairperson to sign two (2) originals of said Agreement on behalf of the County.

**BACKGROUND (Continued on Page 2):**

*Susan D. Harrington*

Susan Harrington, Director of Public Health

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

<b>SOURCE OF FUNDS:</b> 100% grant funded through Federal Department of Homeland Security, Urban Area Security Initiative (UASI) Program.	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

## MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: April 26, 2011  
 xc: CHA/Public Health

Kecia Harper-Ihem  
 Clerk of the Board  
 BY: *Kecia Harper-Ihem*  
 Deputy

Prev. Agn. Ref.: 6/29/10, Item # 3.23 | District: 1 and 2 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

# 3.11

FORM APPROVED COUNTY COUNSEL  
 BY: *NEAL R. KIPNIS*  
 DATE: *4/18/11*

Departmental Concurrence

Policy  Policy   
 Consent  Consent   
 Dept's Recomm.:   
 Per Exec. Ofc.:

**SUBJECT:** Ratify the Agreement between the County of Riverside Department of Public Health (DOPH) and the City of Riverside for the Urban Area Security Initiative (UASI) Project.

**BACKGROUND:**

The Riverside County Department of Public Health, through the City of Riverside, was awarded Riverside Urban Area Security Initiative (UASI) Project funding from the Federal Department of Homeland Security through the California Emergency Management Agency (CalEMA).

In 2009, RCDOPH purchased and distributed Duo Dote auto injectors for the first responders in the City of Riverside. This year's award will be used to purchase supplies for Field Treatment Sites (FTS) throughout the County.

**FINANCIAL INFORMATION:** Expenses to be budgeted and expended as part of the County's FY 11/12 budget process. 100% grant funded through Federal Department of Homeland Security, Urban Area Security Initiative (UASI) Program.

**CLERK'S COPY**

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**California Emergency Management Agency**

***FY2010 Grant Assurances***

(All HSGP Applicants)

Name of Applicant: Riverside County Department of Public Health

Address: 4065 County Circle Drive

City: Riverside State: CA Zip Code: 92503

Telephone Number: 951-358-7036 Fax Number: 951-358-4529

E-Mail Address: sharring@rivcocha.org

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY2010 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.
6. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.

7. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.
9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
11. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
12. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.
13. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
14. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
15. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of structures.
16. Will comply with all Federal and State Statues relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
  - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

- g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
  - i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
  - j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.
  - k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
  - l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
  - m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
17. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
18. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more.
19. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.
20. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are

discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.

21. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
22. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
  - a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
  - b. Notification of violating facilities pursuant to EO 11738.
  - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.).
  - d. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.).
  - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
  - f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
  - g. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
  - h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
23. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.
24. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
25. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.

26. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
27. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
  - a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.
  - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
28. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
29. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
30. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
31. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
32. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
33. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
34. Agrees that:
  - a. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  - b. If any other funds 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 an employee of Congress, or employee of a Member

of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
  - d. 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.
35. Agrees that equipment acquired or obtained with grant funds:
- a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
  - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
36. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.
37. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.
38. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).
39. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
40. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
41. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
42. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.



43. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2010 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2010 Homeland Security Grant Program application. Further, use of FY10 funds is limited to those investments included in the California FY10 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.
44. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".
45. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
  - a. The applicant certifies that it and its principals:
    - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
    - ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
    - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
  - b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
46. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The grantee's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

- iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - i. Abide by the terms of the statement; and
  - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
 

Department of Justice, Office of Justice Programs  
 ATTN: Control Desk  
 633 Indiana Avenue, N.W.  
 Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- 47. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
- 48. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: Bob Buster

**BOB BUSTER**

Printed Name of Authorized Agent: \_\_\_\_\_

Title: CHAIRMAN, BOARD OF SUPERVISORS Date: 4-20-2011

ATTEST:  
 KECIA HARPER-IHEM, Clerk  
 By: Kecia Harper-Ihem  
 DEPUTY

JUL 06 2011

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

CITY OF RIVERSIDE

FIRE DEPARTMENT

**MEMORANDUM OF UNDERSTANDING  
CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT  
AND THE Riverside County Department of Public Health  
REGARDING URBAN AREA SECURITY INITIATIVE (UASI) GRANT FUNDING  
FOR FEDERAL FISCAL YEAR 2010**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is effective April 26, 2011, between THE CITY OF RIVERSIDE OFFICE OF EMERGENCY MANAGEMENT and the Riverside Co. Dept. of Public Health ("Participating Agency") under the following terms and conditions:

1. The Participating Agency agrees to comply with the Grant Assurances for Urban Area Security Initiative (**Attachment A**).
2. The Participating Agency agrees to comply with United States Department of Homeland Security – Homeland Security Grant Program guidance, processes and requirements.
3. The Participating Agency agrees that all equipment, supplies and training funded through the UASI program is for the mutual benefit of the Riverside UASI Region and not for the exclusive benefit of the Participating Agency.
4. The Participating Agency agrees that all equipment, supplies and technical expertise developed through training funded by the UASI program is to be made available for emergency use through established mutual aid systems, established mutual aid agreements or made reasonably available through a valid request by a member jurisdiction or organization of the Riverside UASI.
5. The Participating Agency agrees to provide prior to being funded the most recent copy of their; 1. NIMSCAST Report and 2. Single Audit Report.
6. The Participating Agency agrees to submit a Monthly Project Progress Report (**Attachment B**) by the 15<sup>th</sup> day of each month in accordance with the UASI grant program guidelines.
7. The participating agency agrees to designate a Project Manager and Grant Manager for each project awarded and provide the contact information of those individuals to the City of Riverside Office of Emergency Management / UASI. Upon any changes to the original designation the agency will provide written notification and updated contact information.

8. The Participating Agency agrees to maintain all documentation supporting all expenditures reimbursed from grant funds, and ensure all expenditures are allowable under grant requirements. Recipients that expend \$300,000 or more of federal funds during their respective fiscal year agree to submit an organization wide financial and compliance audit report. The audit shall be performed in accordance with the U. S. General Accounting Office Government Auditing Standards and OMB Circular A-133 (Federal Grantor Agency: U. S. Department of Homeland Security; Pass-Through Agency: Office of Homeland Security; Program Title: Public Assistance Grants; Federal CFDA Number: 97.008). The records shall be maintained and retained in accordance with UASI grant requirements and shall be available for audit and inspection by the City and designated grant agent personnel.
9. The Participating Agency agrees that all its expenditures shall be in accordance with the approved project expenditures and allowable costs as submitted to the City and approved by the California Emergency Management Agency (Cal EMA) and the U.S. Department of Homeland Security Grants Program Directorate.
10. The Participating Agency agrees to defend, indemnify, and hold harmless the City, its agents, officers, and employees, from and against all liability arising out of the Participating Agency's acts or omissions under this MOU.
11. The City agrees to defend, indemnify, and hold harmless the Participating Agency, its agents, officers, and employees, from and against all liability arising out of the City's acts or omissions under this MOU.
12. The Participating Agency agrees to provide the Certificate of Non-Supplanting (**Attachment C**).
13. The Participating Agency agrees to provide the Certification regarding Debarment, Suspension and Other responsibility matters (**Attachment D**).
14. The Participating Agency Performance Period for the FY 2010 UASI funding cycle is from October 21, 2010 to April 30, 2013.

Memorandum of Understanding - Urban Area Security Initiative Grant Funding

IN WITNESS WHEREOF, this Memorandum of Understanding is entered into by the City of Riverside Office of Emergency Management and the \_\_\_\_\_, by and through their authorized representatives.

CITY OF RIVERSIDE

By: Beth J. Decker  
Title: Assistant City Manager

Attest:

By: Colleen J. Nicol  
Title: City Clerk

Approved as to form:  
By: James E. Brown

Title: Supervising Deputy City Attorney

PARTICIPATING AGENCY

By: Bob Buster  
Title: BOB BUSTER  
CHAIRMAN, BOARD OF SUPERVISORS

Attest:

By: Kecia Harper-Ihem  
Title: DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE 4/13/11

### Governing Body Resolution (For Operational Areas and Urban Area's)

BE IT RESOLVED BY THE \_\_\_\_\_ Board of Supervisors  
(Governing Body)

OF THE \_\_\_\_\_ County of Riverside \_\_\_\_\_ THAT  
(Name of Applicant)

Bob Buster, Chairman \_\_\_\_\_, OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_, OR  
(Name or Title of Authorized Agent)

\_\_\_\_\_,  
(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and sub-granted through the State of California.

Passed and approved this 26th day of April, 2011

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE 5/13/11

### Certification

I, Bob Buster, duly appointed and  
(Name)

Chairman of the Board of Supervisors  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Board of Supervisors of the County of Riverside on the  
(Governing body) (Name of Applicant)

26th day of April, 2011

Memorandum of Understanding - Urban Area Security Initiative Grant Funding

Chairman

(Official Position)

Bob Buster

(Signature)

ATTEST:

KECIA HARPER-IHEM, Clerk

By Moravia (Anora)

DEPUTY

**RIVERSIDE UASI  
FY'11 PROJECT PROPOSAL WORKSHEET**

**Purpose**

The Project Proposal Worksheet is the first step in submitting a project for funding consideration through the Riverside UASI program.

The Project Proposal Worksheet must be submitted for any proposed investment of UASI grant funds by an eligible sub-grantee. The Project Proposal Worksheet serves the basis for the development of overarching and broader investment justifications which are the base document of the Riverside UASI's federal grant application. Submittal and acceptance of the Project Proposal Worksheet does not constitute project consideration or approval. Requests for UASI funds or requests for project considerations will not be accepted without a Project Proposal Worksheet.

**Directions**

Complete all areas of the Project Proposal Worksheet document, obtain required signatures and submit to appropriate UASI Working Group Committee chairperson or UASI Program Administrator.

<b>Project Name:</b> (75 characters max to describe title of project)	Pediatric Surge and Hospital Preparedness in Riverside County		
<b>Project Number:</b> Assigned by UASI Staff		<b>Investment Justification Number:</b> Assigned by UASI Staff	
<b>Project Overview:</b> (400 characters max to provide brief-description and purpose of project)	Riverside County is proposing a multiyear project to develop a plan that enables hospitals to increase their pediatric surge capability following a major event. This project will evolve as follows: 1) Develop pediatric surge Standards of Care for all hospitals; 2) Survey all 16 county hospitals on current pediatric capabilities and ability to meet standards; 3) Conduct a gap analysis; 4) Develop a pediatric surge plan to address gaps in Pediatric Surge Standard of Care; 5) Purchase equipment to support surge; 6) conduct training and testing.		
<b>Submitting Jurisdiction Name:</b>	Riverside County	<b>Submitting Agency or Department Name:</b>	Public Health Department
<b>Project Phase:</b> (check one)	New:	<input checked="" type="checkbox"/>	Ongoing:
<b>Project Life:</b> (check one)	One Time:		Multi-Year: <input checked="" type="checkbox"/>
<b>Project Total Cost:</b> (full cost over life of project)			\$300,000
<b>Project FY'11 Cost:</b> (cost for this fiscal year)			\$120,000
Has this project previously been funded through general budget funds?	Yes?		No? <input checked="" type="checkbox"/>
If yes, what was the last fiscal year these funds were identified in the general budget?	Year?	N/A	
Has this project previously been funded through other grant funds other than UASI?	Yes?		No? <input checked="" type="checkbox"/>
If yes, what was the last fiscal year other grant funds were used?	Year?	N/A	
<b>Has the submitting agency had any UASI grant funds disencumbered in the the past three grant years? If yes, explain below.</b>			



N/A

**Project Funding Plan Overview by Solution Area:**

Solution Area	FY 2011 UASI Request Total	Other Funds to be Applied to Project	Source of Other Project Funds (general funds or ID other grant (s) )	Total Costs	Percent of Proposed Funding (%)
Planning	120,000			120,000	100%
Organizing					
Equipment					
Training					
Exercises					
<b>Total \$</b>				<b>\$120,000</b>	<b>100%</b>

**Project History:**

If the Project is on-going or multi-year, identify the corresponding FY 2008 – 2010 Investment Name (s) and Funding Amount (s) for each year, as applicable.

<b>FY 2010 Investment Name</b>	
<b>FY 2010 Funding Amount</b>	\$
<b>FY 2009 Investment Name</b>	
<b>FY 2009 Funding Amount</b>	\$
<b>FY 2008 Investment Name</b>	
<b>FY 2008 Funding Amount</b>	\$

**Has this project missed any milestones or deadlines for any of the grant years listed above? If yes, explain below.**

N/A

**Equipment Requests:**

For all Equipment requests, provide the following:

Does your Agency have the same or like type of equipment now?	YES	NO
If Yes, describe below the current state and condition of the equipment (age, mileage, etc)		

N/A

Is there a like or similar type of equipment in the UASI Region?	YES	NO
If Yes, identify the two closest agencies having the equipment below and approx. ETA (Estimated Time of Arrival) to your jurisdiction in an emergency situation.		

N/A

Is there a like or similar type of equipment in the Mutual Aid Region?	YES	NO
If Yes, identify the two closest agencies having the equipment below and approx. ETA (Estimated Time of Arrival) to your jurisdiction in an emergency situation.		

N/A

Explain the regional benefit to the Equipment being proposed.

How does this benefit the UASI Region?  
 N/A

**Training Requests:**  
 For all Training requests, provide the following:

Course Name:	
Course Provider:	
Discipline (s) to Attend Training:	
Number of Personnel to be Trained:	
Proposed date(s) of Training (if known):	

Brief description of training course: (provide brief description in next block)

Explain the regional benefit to the Training being proposed.  
 How does this benefit the UASI Region?

Explain the regional benefit to the Training being proposed.  
 How does this benefit the UASI Region?

**Planning Requests:**  
 For all Planning requests, provide the following:

Planning Deliverable: (What is the final product (s) of your planning project?)	Pediatric Standard, Survey and Surge Plan for Riverside County
Who will Develop the deliverable? Contractor, existing staff, new hired staff for the project, other?	Contractor

Explain the regional benefit to the Planning being proposed.  
 How does this benefit the UASI Region?

Twenty-nine percent (29%) of the population of Riverside County is under the age of 18. All health care facilities, not simply pediatric hospitals, must be prepared for a surge of critically injured or ill children. A well-designed surge capacity plan that includes the pediatric population will improve patient outcomes during and after a CBRNE or other terrorism related event.

<b>Mission Area supported by project:</b> (see Target Capability List) check only one	Prevent:	X	Respond:	
	Protect:		Recover:	

**Primary Target Capability supported by project:**  
 (see Target Capability List) list only one

Planning

<b>Secondary Target Capability(s) supported by project:</b> (check no more than 3)	<b>Target Capabilities</b> (Check all that apply)	
	<input checked="" type="checkbox"/>	Planning
	<input type="checkbox"/>	Communications
	<input type="checkbox"/>	Community Preparedness and Participation
	<input type="checkbox"/>	Risk Management
	<input type="checkbox"/>	Intelligence and Information Sharing and Dissemination
	<input type="checkbox"/>	Information Gathering and Recognition of Indicators
	<input type="checkbox"/>	Intelligence Analysis and Production
	<input type="checkbox"/>	Counter Terror Investigation and Law Enforcement
	<input type="checkbox"/>	CBRNE Detection
	<input type="checkbox"/>	Critical Infrastructure Protection
	<input type="checkbox"/>	Food and Agriculture Safety and Defense
<input type="checkbox"/>	Epidemiological Surveillance and Investigation	

	Laboratory Testing
	On-Sight Incident Management
	Emergency Operations Center Management
	Critical Resource Logistics and Distribution
	Volunteer Management and Donations
	Responder Safety and Health
	Emergency Public Safety and Security
	Animal Disease Emergency Support
	Environmental Health
	Explosive Device Response Operations
	Fire Incident Response Support
	WMD and Hazardous Materials
	Response and Decontamination
	Citizen Evacuation and Shelter-in-Place Isolation and Quarantine
	Search and Rescue (Land-Based)
	Emergency Public Information and Warning
	Emergency Triage and Pre-Hospital Treatment
x	Medical Surge
	Medical Supplies Management and Distribution
	Mass Prophylaxis
	Mass Care (Sheltering, Feeding, and Related Services)
	Fatality Management
	Structural Damage Assessment
	Restoration of Lifelines
	Economic and Community Recovery

<b>National Priority(s) supported by project:</b> (see National Preparedness Goal) (check no more than 4)		Expand Regional Collaboration
		Implement the National Incident Management System (NIMS) and National Response Plan (NRP)
		Implement the National Infrastructure Protection Plan (NIPP)
		Strengthen Information Sharing and Collaboration Capabilities
		Strengthen Interoperable and Operable Communications Capabilities
		Strengthen Chemical, Biological, Radiological/Nuclear, and Explosive (CBRNE) Detection, Response, and Decontamination Capabilities
	x	Strengthen Medical Surge and Mass Prophylaxis Capabilities
		Strengthen Planning and Citizen Preparedness Capabilities

<b>Riverside UASI Goal (s) supported by project:</b> (check no more than 2)		Develop a regional risk management and planning program
		Enhance information analysis and infrastructure protection capabilities
		Strengthen communications capabilities
		Strengthen CBRNE/WMD and all hazards response capabilities
	x	Increase medical and health preparedness
		Strengthen planning and community preparedness capabilities
		Enhance recovery capabilities
	Strengthen training, exercise and evaluation programs	

**Gap to be filled by project:**  
(describe what gap what will be filled by completing this project and how you identified the gap) Indicate why you are replacing equipment, why adding inventory, why the resource is not available through mutual aid and tie the project to a specific Standard or Target Capability Metric.

Riverside County lacks hospitals that can handle a large surge of pediatric patients following a major chemical, biological, radiological, nuclear or explosives disaster. The only major hospitals that can absorb a surge of pediatric patients are Loma Linda University Medical Center in San Bernardino County and Riverside County Regional Medical Center. LLUMC will likely be overwhelmed with pediatric patients from San Bernardino County. Riverside County has 16 hospitals, all of which must be able to care for sick and injured pediatric patients in a large event.

**Project Outcome:**  
(describe the desired outcome (enhancement or improvement) to be produced by the completion of this project)

The desired outcome of this project will be an effective Pediatric Surge Standards of Care and Pediatric Surge Plan that will allow Riverside County hospitals to handle the large influx of pediatric patients following a major disaster.

**Project Output:**

(describe the actual output (deliverable) to be produced by the completion of this project)

- 1) Develop pediatric surge Standards of Care for all hospitals;
- 2) Survey all 16 county hospitals on current pediatric capabilities and ability to meet standards;
- 3) Conduct a gap analysis;
- 4) Develop a pediatric surge plan to address gaps in Pediatric Surge Standard of Care;
- 5) Purchase equipment to support surge;
- 6) conduct training and testing.

**Project Narrative:**

Provide a detailed description of this Project  
(2,500 characters max)

The special medical needs of children make it essential that health care facilities be prepared for both pediatric and adult victims of chemical, biological, radiological, nuclear or explosive (CBRNE) attacks, including those resulting from dispersal of airborne or foodborne agents. Moreover, while terrorist attacks on the United States have provoked the development of guidelines for hospital responses to acts of bioterrorism, few have focused on pediatric facilities. Compounding the problem is that many disaster plans that have been designed for children's hospitals are not designed to accommodate large numbers of contagious individuals capable of disseminating highly lethal infectious agents.

The intent of the Pediatric Surge Standards of Care and Pediatric Surge Plan is to address the need for converting hospitals from standard operation capacity to surge capacity in response to large numbers of children. A secondary goal is to assist general hospital emergency departments in developing plans to provide care to large numbers of critically ill or injured pediatric patients. With standards set forth in the Plan, clinicians and hospital administrators will be able to develop unique responses to mass casualty events involving pediatric patients who are victims of bioterrorism.

The Riverside County Department of Public Health proposes a multi-year project to develop a plan that enables hospitals to increase their pediatric surge capability following a major event.

Year 1) The Riverside County Public Health Department will develop Pediatric Surge Standards of Care so that all 16 hospitals in Riverside County have the same capabilities to respond to an event that results in a large influx of pediatric patients. A survey will be conducted to look at the current gaps in not only the hospitals but also the EMS system as a whole with respect to pediatric patients. We will develop and conduct a survey and then analyze the results to determine current pediatric surge capabilities. Information from the survey and the standards will be incorporated into a pediatric surge plan for Riverside County.

Year 2) Purchase of equipment and supplies specific to pediatric care that will be used to support hospital efforts. We will develop trainings to ensure that all hospital and EMS personnel are aware of the new standards and plan. We will then conduct tabletop exercises to practice and assess capabilities.

**Project Funding Plan Detail:**

(describe in detail how funds will be spent in each of the four solution areas)

	Project Funding Plan Detail	Costs	Percent of Proposed Funding (%)
<b>Planning</b> (include contract costs, personnel costs and supplies)	A contractor will be hired to develop survey, conduct gap analysis, develop standards and develop a plan.	\$120,000	100%
<b>Equipment</b>	List AEL#(s) :		

(include equipment name, AEL#, supplies and performance bonds)			
<b>Training</b> (include course names, instructors, supplies and personnel costs)			
<b>Exercises</b> (include exercise type, participants supplies and personnel costs)			
<b>Total Cost</b>		<b>\$120,000</b>	<b>100%</b>

**Project Funding by Target Capability:**

For each of the selected Target Capabilities, provide the Proposed Funding amount to be obligated from this Project.

Target Capability (use exact wording from Target Capabilities above)	Amount of Proposed Funding (\$)	Percent of Proposed Funding (%)
Planning	\$120,000	100%
	\$	
	\$	
	\$	
<b>Total Proposed Funding:</b>	<b>\$120,000</b>	<b>100%</b>

**Partial Funding:**

Can you accept partial funding?	Yes:		No:	X
If yes, how much?	\$			

<b>Performance Bond:</b> If your project requires a performance bond, what is the cost of the bond? (be sure to include this cost in the total cost of your proposed project)	\$
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**Project Sustainment:**

(describe in detail how this project will be sustained) Include vehicle or equipment maintenance costs, training or certification costs, licensing fees, restocking costs, or other reoccurring costs, etc.

Sustainment of this project will be incorporated into the ongoing responsibilities of the Public Health Emergency Preparedness and Response Branch (PHEPR) and the Emergency Medical Services (EMS) Branch.

**Project Management:**

(Identify key individuals by name and position responsible for project completion)

Authorized Agent	Name:	Susan Harrington, RD
	Title:	Director of Public Health
Project Manager	Name:	Brian Tisdale
	Title:	Program Director
Grant Manager	Name:	Joan Danfifer
	Title:	Program Coordinator II

**Project Management Capabilities:**

Identify expertise available to fulfill project management responsibilities and insure successful project implementation. Include project management experience, subject matter expertise and credentials of key project management staff.

In Riverside County, Susan Harrington is the Director of Public Health. The Department of Public Health directs the Public Health

Emergency Preparedness and Response Branch (PHEPR) and the Emergency Medical Services (EMS) Agency. The Public Health Program Director with the PHEPR Branch and EMS Agency will be responsible for ensuring that the deliverables outlined in the project narrative are completed in a timely fashion and that progress is communicated accordingly. The Riverside County Public Health Preparedness and Response Branch and EMS Agency regularly collaborates with hospitals and manages all medical/health disaster and/or terrorism preparedness and response grants in Riverside County.

### Project Milestones

Provide descriptions for up to 10 milestones and the associated key activities that lead to the milestone over the period of performance. Start dates should reflect the start of the associated key activities and end dates should reflect when the milestone event will occur.

Do the milestones support the accomplishments in reducing risk?

Applicants are to identify the milestones that will lead to the successful realization of the project, understanding that generally project milestones cannot all begin and end on the same date and must show a logical progression of time for activities from the start of the project until its completion. Milestones should be specific and should represent shorter-term events that indicate that the accomplishment can be achieved within the timeframe specified. If more than one milestone is given, they should represent a clear sequence of time and events.

Project Milestones should commence no earlier than **December 1, 2011** and conclude no later than **March 31, 2013**.

Start Date:

1/1/2012

End Date:

3/30/2012

#### Milestone

**Milestone:** Hire Contractor

**Activities:**

Start Date:

08/01/12

End Date:

09/01/12

#### Milestone 2

**Milestone:** Develop Survey

**Activities:** Develop Survey to be administered to all 16 hospitals to assess capacity to meet developed Pediatric Surge Standards of Care.

Start Date:

09/01/12

End Date:

10/01/12

#### Milestone 3

**Milestone:** Conduct Survey

**Activities:** Conduct survey at all 16 hospitals

Start Date:

10/01/12

End Date:

10/31/12

#### Milestone 4

**Milestone:** Analyze Survey and identify gaps

**Activities:** Analyze survey results to identify gaps in pediatric surge capability

Start Date:

04/01/12

End Date:

07/01/12

#### Milestone 5

**Milestone:** Establish Standards

**Activities:** Establish Standards for pediatric care/pediatric surge during CBRNE or other terrorism related event

**Start Date:**

09/01/12

**End Date:**

03/31/13

**Milestone 6**

**Milestone:** Pediatric Surge Plan

**Activities:** Begin plan development, complete draft plan and finalize the plan

**Start Date:**

**End Date:**

**Milestone 7**

**Milestone:** Complete plan draft

**Activities:**

**Start Date:**

**End Date:**

**Milestone 8**

**Milestone:** Finalize plan

**Activities:**

**Start Date:**

**End Date:**

**Milestone 9**

**Milestone:**

**Activities:**


**Start Date:**

**End Date:**

**Milestone 10**

**Milestone:**

**Activities:**

Signatures:		MANDATORY			
<b>Project Proposal submitted by:</b>	Name:	Brian Tisdale	Title:	Program Director	
	Phone:	951-358-4329	E-Mail:	<a href="mailto:btisdale@rivcocha.org">btisdale@rivcocha.org</a>	
	Signature:				
<i>I support the project need, feasibility of implementation and overall project management and milestones.</i>					
<b>Project Proposal approved by:</b> (must be Chief Executive or Department Head)	Name:	Susan Harrington, RD	Title:	Director of Public Health	
	Phone:	951-358-7036	E-Mail:	<a href="mailto:sharring@rivcocha.org">sharring@rivcocha.org</a>	
	Signature:				
<i>I support the overall project need, scope, sustainment and any matching funds.</i>					

<b>Date Submitted:</b>	05/25/2011
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**INCOMPLETE OR UNSIGNED PROJECT PROPOSAL WORKSHEETS WILL NOT BE ACCEPTED**

FOR INTERNAL USE						Date:
<b>Received by:</b>						
<b>Disposition:</b>	Committee Reviewed:	Yes:		No:		
	Administrator Approved:	Yes:		No:		
	UASG Approved:	Yes:		No:		
	UAAA Approved:	Yes:		No:		
	Sent to IJ Author for roll up to IJ:	Yes:		No:		
	Held over for future consideration:	Yes:				



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*Form last revised: 05/01/11*