

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

302



FROM: Community Health Agency / Department of Public Health

SUBMITTAL DATE:
March 15, 2012

SUBJECT: Ratify the agreements between the Community Health Agency and various agencies for Countywide Hazmat Operations Group (CHOG).

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the agreements between the Community Health Agency and various agencies for Countywide Hazmat Operations Group (CHOG).
- 2) Authorize the Director of Public Health to sign and administer Memorandums of Understanding, contracts and amendments with agencies for the Countywide HazMat Operations Group (CHOG) for the performance period of November 18, 2011 to January 30, 2014.

(BACKGROUND on page 2)

Susan D. Harrington
Susan Harrington, Director of Public Health

KS:cg/ys

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 207,000	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

SOURCE OF FUNDS: 100% grant funded through Federal Department of Homeland Security, State Homeland Security Grant Program (SHSGP).	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<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 Tavaglione, seconded by Supervisor Ashley 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 10, 2012
xc: CHA/Public Health, Auditor

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

Prev. Agn. Ref.: 1/31/12 (3.14) | **District:** All | **Agenda Number:** **3.11**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]* 3/15/12
 SAMUEL WONG
 Departmental Concurrence
 NEAL R. KIPNIS
 DATE: *[Signature]*

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



SUBJECT: Ratify the agreements between the Community Health Agency and various agencies for Countywide Hazmat Operations Group (CHOG).

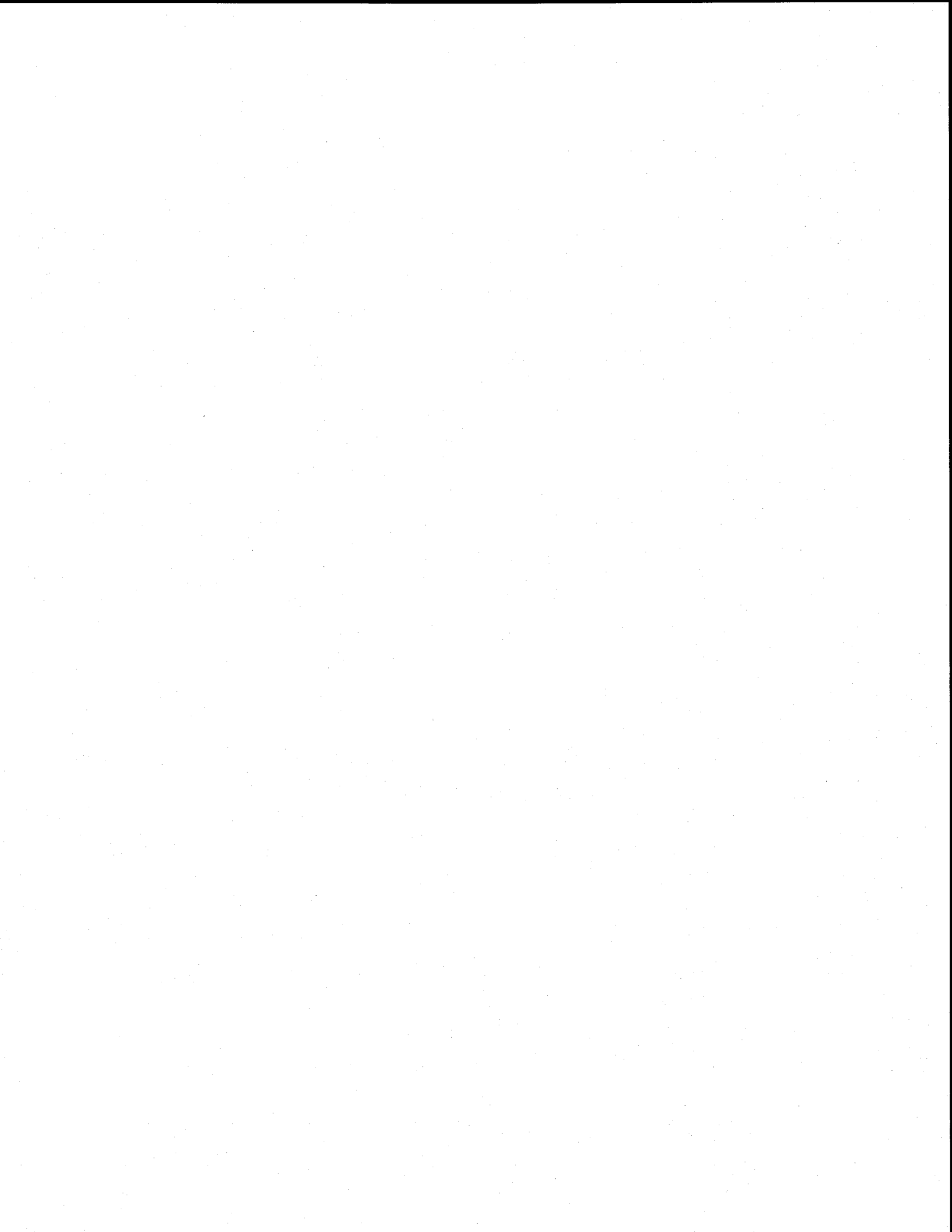
BACKGROUND:

On January 31, 2012, the Board approved Item 3.14 accepting State Homeland Security Grant Program (SHSGP) monies for the Operational Area via the Riverside County Fire Department, Office of Emergency Service (OES). Of that funding, the Riverside County Department of Public Health (DOPH) has been awarded \$402,000 for the Countywide HazMat Operations Group (CHOG).

CHOG is a collaborative effort that includes the fire department hazmat teams from the City of Riverside, the City of Hemet, the City of Corona and Riverside County Fire/CalFire. It also includes the Riverside County Sheriff's Bomb Squad, the Department of Environmental Health Hazardous Response Team and the Public Health Emergency Preparedness and Response Branch.

Each hazmat team receives funding for equipment, exercises and trainings that enhance the team's ability to prepare for, respond to and mitigate an event involving hazardous materials. Public Health coordinates the program and administers the grant.

FINANCIAL INFORMATION: This \$207,000 has been included in the FY 11/12 budget and the remaining \$195,000 will be included as part of the FY 12/13 budget process.



COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Room 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.



COUNTY DEPT/DIVISION CHA/Public Health Emergency Preparedness and Response		CONTRACT NO. 12-074	RFP NO. N/A
FUND: 10000	DEPARTMENT IDs: 4200102100	PROJECT-GRANT HS100091	PROGRAM N/A
CLASS/LOCATION: 6610-33201		CONTRACT AMOUNT \$67,000	ACCOUNT NO. 525440
PERIOD OF PERFORMANCE: November 18, 2011 through January 30, 2014			
COUNTY CONTACT: Kim Saruwatari (951) 358-7100		CONTRACTOR REPRESENTATIVE: Steven Earley, Fire Chief, (951) 826-5332	
PROGRAM NAME: CHOG - 11			

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, [Public Health Emergency Preparedness and Response], hereinafter referred to as ("COUNTY"), and **City of Riverside Fire Department** hereinafter referred to as ("CONTRACTOR").

WITNESSETH:

WHEREAS, the State of California has allocated funds from the U.S. Homeland Security to Riverside COUNTY Operational Area (OA) to assist the State with its effort to prepare to terrorist attack and other major disasters; and

WHEREAS, the COUNTY'S Board of Supervisors appointed a five-member Anti-Terrorism Approval Authority (ATAA) to manage the distribution of Homeland Security Grant Program (HSGP) funding; and

WHEREAS, CONTRACTOR is a Board appointed member to the ATAA committee.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 13, Exhibit A, consisting of three (3) page(s) Exhibit B, consisting of two (2) page(s), and Attachment A, consisting of one (1) page attached hereto and incorporated herein.

CONTRACTOR

City of Riverside Fire Department

By _____

Print Name

Date _____

COUNTY

By _____

Susan Harrington, Director of Public Health

Print Name

Date _____

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS

DATE

APR 10 2012

3.11



1 **1. BACKGROUND:**

- 2 **1.1** The United States Department of Homeland Security awarded 2011
3 Homeland Security Grant Program, grant funds to California to enhance the
4 State's ability to prepare for, prevent, and respond to terrorist attacks and other
5 major disasters.
- 6 **1.2** The State of California allocated funds from this grant to Riverside County
7 Operational Area, hereafter referred to as "OA", so that the OA can assist the
8 State with its effort to prepare for, prevent, and respond to terrorist attacks and
9 other major disasters
- 10 **1.3** The Riverside County Board of Supervisors appointed a five-member Anti
11 Terrorism Approval Authority, hereafter referred to as "ATAA", to manage the
12 distribution of Homeland Security Grant Program funding and authorized the
13 Riverside County Fire Department Office of Emergency Services, hereafter
14 referred to as "OES", to serve as the lead agency on behalf of the OA.
- 15 **1.4** The Homeland Security Grant Funding to reimburse the CONTRACTOR for
16 participation in drills, training- sponsored by the County-wide HazMat Operations
17 Group, hereafter referred to as "CHOG", and other hazardous material related
18 drills, training and equipment as allowed by the State's Homeland Security Grant
19 Program.

20 **2. DEFINITIONS:**

- 21 **2.1** Material Deviation: Requests of such a significant nature that knowledge of the
22 item merits attention or would affect the ATAA's decision-making process.
- 23 **2.2** Sole Source: The supply of a good or service from only one supplier.

24 **3. DESCRIPTION OF SERVICES - CONTRACTOR shall provide all services as**
25 outlined and specified in Exhibit A, SCOPE OF WORK (SOW), and Attachment A,
26 SPENDING PLAN, attached hereto and by this reference incorporated herein.

27 **4. PERIOD OF PERFORMANCE - This Agreement shall be effective from November**
28 18, 2011 to January 30, 2014

5. COMPENSATION:

- 5.1** In consideration of services provided by CONTRACTOR pursuant to Exhibit A,

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- 5.2 SCOPE OF WORK, and Attachment A, SPENDING PLAN, attached hereto and incorporated herein, CONTRACTOR shall be entitled to receive payment as specified in Exhibit B, PAYMENT PROVISIONS, attached hereto and incorporated herein.
- 5.3 Payment by COUNTY to CONTRACTOR shall not exceed sixty-seven thousand dollars (\$67,000), including all expenses.
- 5.3 This Agreement shall be deemed terminated and of no further force and effect immediately on receipt of COUNTY'S notification by CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of its costs.
- 5.4 No legal liability on the part of the COUNTY shall arise for payment beyond the agreement's period of performance as stated in Section 4, PERIOD OF PERFORMANCE, nor beyond the maximum amount of compensation as stated in Section 5.2 above.

14 **6. HOLD HARMLESS/INDEMNIFICATION:**

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- 6.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnities' from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnities' from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnities in any claim or action based upon such alleged acts or omissions.
- 6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use

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counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnities as set forth herein.

6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnities herein from third party claims.

6.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnities to the fullest extent allowed by law.

7. **INDEPENDENT CONTRACTOR** - It is the parties' intention that CONTRACTOR is an independent CONTRACTOR and not an employee of the COUNTY, and in conformity, therewith that CONTRACTOR shall retain sole and absolute discretion and judgment in the manner and means of carrying out his/her duties. Therefore, CONTRACTOR is fully aware no relationship of employer-employee exists between the parties hereto. CONTRACTOR shall not be entitled to any benefits payable to employees of COUNTY including COUNTY Workers' Compensation benefits. COUNTY is not required to make any deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent CONTRACTOR, CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer- employee relationship exists because of this Agreement.

8. **LIABILITY INSURANCE** - Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

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8.1 Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain 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 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

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8.2 Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than \$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.

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8.3 Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$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. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors,

1 employees, elected or appointed officials, agents or representatives as
2 Additional Insured's.

3 **8.4 General Insurance Provisions - All lines** - For all insurances coverage
4 provided by a commercial insurance carrier, policies shall comply with the
5 following general insurance provisions:

6 **8.4.1.** Any insurance carrier providing insurance coverage hereunder shall be
7 admitted to the State of California and have an A M BEST rating of not
8 less than A: VIII (A:8) unless such requirements are waived, in writing,
9 by the County Risk Manager. If the County's Risk Manager waives a
10 requirement for a particular insurer such waiver is only valid for that
11 specific insurer and only for one policy term.

12 **8.4.2.** The CONTRACTOR'S insurance carrier(s) must declare its insurance
13 self-insured retentions. If such self-insured retentions exceed \$500,000
14 per occurrence such retentions shall have the prior written consent of the
15 County Risk Manager before the commencement of operations under this
16 Agreement. Upon notification of self insured retention unacceptable to
17 the COUNTY, and at the election of the Country's Risk Manager,
18 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-
19 insured retention as respects this Agreement with the COUNTY, or 2)
20 procure a bond which guarantees payment of losses and related
21 investigations, claims administration, and defense costs and expenses.

22 **8.4.3** CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to
23 furnish the County of Riverside with either 1) a properly executed
24 original Certificate(s) of Insurance and certified original copies of
25 Endorsements effecting coverage as required herein, and 2) if requested
26 to do so orally or in writing by the County Risk Manager, provide
27 original Certified copies of policies including all Endorsements and all
28 attachments thereto, showing such insurance is in full force and effect.
Further, said Certificate(s) and policies of insurance shall contain the
covenant of the insurance carrier(s) that thirty (30) days written notice
shall be given to the County of Riverside prior to any material

1 modification, cancellation, expiration or reduction in coverage of such
2 insurance. In the event of a material modification, cancellation,
3 expiration, or reduction in coverage, this Agreement shall terminate
4 forthwith, unless the County of Riverside receives, prior to such effective
5 date, another properly executed original Certificate of Insurance and
6 original copies of endorsements or certified original policies, including
7 all endorsements and attachments thereto evidencing coverage's set forth
8 herein and the insurance required herein is in full force and effect.

9 CONTRACTOR shall not commence operations until the COUNTY has
10 been furnished original Certificate (s) of Insurance
11 and certified original copies of endorsements and if requested, certified
12 original policies of insurance including all endorsements and any and all
13 other attachments as required in this Section. An individual authorized
14 by the insurance carrier to do so on its behalf shall sign the original
15 endorsements for each policy and the Certificate of Insurance.

16 **8.4.4** It is understood and agreed to by the parties hereto that the
17 CONTRACTOR'S insurance shall be construed as primary insurance,
18 and the COUNTY'S insurance and/or deductibles and/or self-insured
19 retention's or self-insured programs shall not be construed as
20 contributory.

21 **8.4.5.** If, during the term of this Agreement or any extension thereof, there is a
22 material change in the scope of services; or, there is a material change in
23 the equipment to be used in the performance of the scope of work which
24 will add additional exposures (such as the use of aircraft, watercraft,
25 cranes, etc.); or, the term of this Agreement, including any extensions
26 thereof, exceeds five (5) years the COUNTY reserves the right to adjust
27 the types of insurance required under this Agreement and the monetary
28 limits of liability for the insurance coverage's currently required herein,
if; in the County Risk Manager's reasonable judgment, the amount or
type of insurance carried by the CONTRACTOR has become inadequate.

8.4.6. CONTRACTOR shall pass down the insurance obligations contained

herein to all tiers of subcontractors working under this Agreement. 12-074

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8.4.7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8.4.8. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. **LICENSE:**

9.1 CONTRACTOR shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. CONTRACTOR shall notify COUNTY immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.

9.2 CONTRACTOR shall ensure that CONTRACTOR'S employees, agents and other CONTRACTOR'S performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CONTRACTOR hereby agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and other CONTRACTOR'S, to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

9.3 A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to Contracts Administration.

10. **OSHA REGULATIONS** - CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

11. **STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS) –**
CONTRACTOR shall comply with 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.

1 12. **NATIONAL INITIATIVES** - CONTRACTOR warrants and agrees to become fully¹²⁻⁰⁷⁴
2 compliant with National Incident Management System (NIMS) in the timeframe
3 mandated by the federal government; and also support the Homeland Security
4 Presidential Directive-5 (HSPD-5) and National Response Plan.

5 13. **COMPLIANCE WITH STATUTES AND REGULATIONS** - CONTRACTOR
6 warrants and certifies that in the performance of this Agreement, CONTRACTOR will
7 comply with all applicable federal statutes, regulations, policies, guidelines, and
8 requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133,
9 E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative
10 Agreements contained in Title 28, Code of Federal Regulations, Part 66 or 70, which
11 govern the application, acceptance and use of federal funds for this federally-assisted
12 project.

13 14. **RECORDS AND DOCUMENTS:**

14 14.1 CONTRACTOR shall make available, upon written request by any duly
15 authorized Federal, State or COUNTY agency, a copy of this grant Agreement
16 and such books, documents and records as are necessary to certify the nature and
17 extent of the costs of the services provided by CONTRACTOR. All such books
18 and records shall be maintained by CONTRACTOR for at least five years from
19 termination of this Agreement.

20 14.2 CONTRACTOR to provide COUNTY with reports and information relative to
21 this grant Agreement and in accordance with terms set forth herein, as may be
22 requested by COUNTY.

23 14.3 Failure to maintain all grant records for the required retention period could result
24 in a reduction of eligible grant activities, and an invoice to return costs associated
25 with the unsupported activities.

26 15. **CONDUCT OF CONTRACTOR:**

27 15.1 CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S
28 interest, in any, which are or which the CONTRACTOR believes to be
incompatible with any interest of the COUNTY.

15.2 CONTRACTOR shall not, under circumstances, which might reasonably be
interpreted as an attempt to influence the recipient in the conduct of his duties,
accept any gratuity or special favor from individuals or organizations with whom

1 the CONTRACTOR is doing business or proposing to do business, in
2 accomplishing the work under the contract.

12-074

3 **15.3** CONTRACTOR shall not use for personal gain or make other improper use of
4 privileged information, which is acquired in connection with this contract. In this
5 connection, the term of "privileged information" includes, but is not limited to,
6 unpublished information relating to technological and scientific development;
7 medical, personnel, or security records of the individuals; anticipated materials
8 requirements or pricing actions; and knowledge of selection of contractors or
9 subcontractors in advance of official announcement.

10 **15.4** CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, and
11 entertainment directly or indirectly to COUNTY employees.

12 **16. MONITORING** - CONTRACTOR hereby agrees to establish procedures for self
13 monitoring and shall permit an appropriate official of the COUNTY, State or Federal
14 government to monitor, assess or evaluate CONTRACTOR'S performance under this
15 Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

16 **17. AUDITS** - CONTRACTOR shall give the federal government, the General Accounting
17 Office, the Comptroller General of the United States, and Riverside County, through any
18 authorized representative, access to and the right to examine all paper or electronic
19 records, books, papers, or documents related to this Agreement; and will establish a
20 proper accounting system in accordance with generally accepted accounting standards or
21 ATAA directives.

22 **18. TERMINATION :**

23 **18.1** COUNTY or CONTRACTOR may terminate this Agreement without cause upon
24 10 days written notice served upon the COUNTY or CONTRACTOR stating the extent
25 and effective date of termination.

26 **18.2** COUNTY, with five (5) days written notice, may terminate this agreement for
27 CONTRACTOR'S default or if CONTRACTOR refuses or fails to comply with the
28 provisions of this Agreement or fails to make progress to endanger performance and does
not cure such failure within a reasonable period. In the event of such termination, the
COUNTY may proceed with the work in any manner deemed proper to COUNTY.

18.3 After receipt of the Notice of Termination pursuant to section 18.1 or 18.2 above,
CONTRACTOR shall:

1 **18.3.1** Stop all work under this Agreement on the date specified in the Notice of
2 Termination;

3 **18.3.2** Transfer to COUNTY and deliver in the manner, and to the extent, if
4 any, as directed by COUNTY, any equipment, data or reports which, if
5 the Agreement had been completed, would have been required to be
6 furnished to COUNTY;

7 **18.4** After termination pursuant to section 18.1 or 18.2 above, COUNTY shall
8 make payment for all services performed in accordance with this Agreement to
9 the date of termination, a total amount which bears the same ratio to the total
10 maximum fee otherwise payable under this Agreement as the services actually
11 bear to the total services necessary for performance of this Agreement.

12 **18.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S
13 rights under this Agreement shall terminate (except for fees accrued prior to the
14 date of termination) upon dishonesty, or a willful or material breach of this
15 Agreement. CONTRACTOR'S unwillingness or inability for any reasons
16 whatsoever to perform the duties hereunder; or if the Agreement results in
17 termination pursuant to section 18, CONTRACTOR shall not be entitled to any
18 further compensation under this Agreement.

19 **18.6** The rights and remedies of COUNTY provided in this section shall not be
20 exclusive and are in addition to any other rights and remedies provided by law or
21 under this Agreement.

22 **19. FORCE MAJEURE-** Neither Party shall be liable nor deemed to be in default for any
23 delay or failure in performance under this Agreement or other interruption of service or
24 employment deemed resulting, directly or indirectly, from acts of God.

25 **20. NONDISCRIMINATION AND ELIGIBILITY:**

26 **20.1** The CONTRACTOR shall not discriminate in the provision of services, allocation
27 of benefits, accommodation in facilities, or employment of personnel, on the basis
28 of ethnic group identification, race, color, creed, ancestry, religion, national
 origin, sexual preference, sex, age (over 40), marital status, medical attention, or
 physical or mental handicap, and shall comply with all other requirements of law
 regarding nondiscrimination and affirmative action including those laws

1 pertaining to the prohibition of discrimination against qualified handicapped 12-074
2 persons in all programs or activities.

3 **20.2** For the purpose of this Agreement, distinctions on the grounds of race, religion,
4 color, sex, national origin, age, or physical or mental handicap include, but are not
5 limited to, the following:

6 **20.2.1** Denying an eligible person or providing to an eligible person any services
7 or benefit which is different, or is provided in a different manner or at a
8 different time from that provided to other eligible persons under this
9 Agreement.

10 **20.2.2** Subjecting an eligible person to segregation or separate treatment in any
11 matter related to his receipt of any service, except when necessary for
12 infection control.

13 **20.2.3** Restricting an eligible person in any way in the enjoyment of any
14 advantage or privilege enjoyed by others receiving a similar service or
15 benefit.

16 **20.2.4** Treating an eligible person differently from others in determining whether
17 she/he satisfied any eligibility, membership, or other requirement or
18 condition which individuals must meet in order to be provided a similar
19 service or benefit.

20 **20.2.5** The assignment of times or places for the provision of services on the
21 basis of race, religion, color, sex, national origin, age, or physical or
22 mental handicap of the eligible person to be served.

23 **21. CONFLICT OF INTEREST** - CONTRACTOR and CONTRACTOR'S employees
24 shall have no interest, and shall not acquire any interest, direct or indirect, which will
25 conflict in any manner or degree with the performance of services required under this
26 Agreement.

27 **22. ALTERATION:**

28 **22.1** COUNTY must forward and secure prior approval from ATAA (via OES) for any
 CONTRACTOR requests for modifications/alterations that are material
 deviations from Exhibit A. If ATAA approves, COUNTY will notify
 CONTRACTOR and execute an amendment to this Agreement that reflects the
 material modification.

1 **22.2** No alteration or variation of the terms of this Agreement shall be valid unless¹²⁻⁰⁷⁴
2 made in writing and signed by the parties hereto, and no oral understanding or
3 agreement not incorporated herein, shall be binding on any of the parties hereto.

4 **22.3** Only the County Board of Supervisors or the County Purchasing Agent may
5 authorize any alteration or revision of this Agreement. The parties expressly
6 recognize that COUNTY personnel are without authorization to either change or
7 waive any requirements of this Agreement.

8 **23. SEVERABILITY**- If any provision in this Agreement is held by a court of competent
9 jurisdiction to be invalid, void or unenforceable, the remaining provisions will
10 nevertheless continue in full force without being impaired or invalidated in any way.

11 **24. ASSIGNMENT** - CONTRACTOR may not delegate the obligations hereunder, either in
12 whole or in part, without prior written consent of COUNTY provided, however,
13 obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried
14 out by means of subcontracts if approved by COUNTY. No subcontract shall terminate
15 or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
16 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
17 the prior written consent of COUNTY. Any attempted assignment or delegation in
18 derogation of this paragraph shall be void. A change in the business structure of
19 CONTRACTOR, including but not limited to, change in the majority ownership, change
20 in the form of CONTRACTOR'S business organization, management of
21 CONTRACTOR, CONTRACTOR'S ownership of other business dealing with
22 CONTRACTOR under this Agreement, or filing of bankruptcy by CONTRACTOR, shall
23 be deemed an assignment for purposes of this paragraph.

24 **25. ADMINISTRATION** - The COUNTY Director of the Community Health Agency, or
25 designee, shall administer this Agreement on behalf of the COUNTY.

26 **26. WAIVER** - Any waiver by COUNTY of any breach of any one or more of the terms of
27 this Agreement shall not be construed to be a waiver of any subsequent or other breach of
28 the same or of any other term thereof. Failure on the part of the COUNTY to require
29 exact, full and complete compliance with any terms of this Agreement shall not be
30 construed as in any manner changing the terms hereof or stopping COUNTY from
31 enforcement hereof.

1 27. **JURISDICTION, VENUE, ATTORNEY FEES**- This Agreement shall be governed¹³⁻⁰⁷⁴
2 by, and construed in accordance with, the laws of the State of California.

3 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the
4 State of California for all

5 purposes regarding this Agreement and further agrees and consents that venue of any
6 action brought hereunder shall be exclusively in the County of Riverside, California.

7 28. **CAPTIONS AND PARAGRAPH HEADINGS** - Captions and paragraph headings
8 used in this Agreement are for convenience only and are not a part of this Agreement and
9 shall not be used in construing this Agreement.

10 29. **NOTICES**- All correspondence and notices required or contemplated by this
11 Agreement shall be delivered to the respective parties at the addresses set forth below
12 and are deemed submitted one day after their deposit in the United States mail, postage
13 prepaid:

14 **COUNTY:**

15 County of Riverside, Community Health Agency

16 Internal Support Contracts Administration

17 4065 County Circle Drive

18 Riverside, CA 92503

19 **CONTRACTOR:**

20 City of Riverside Fire Department

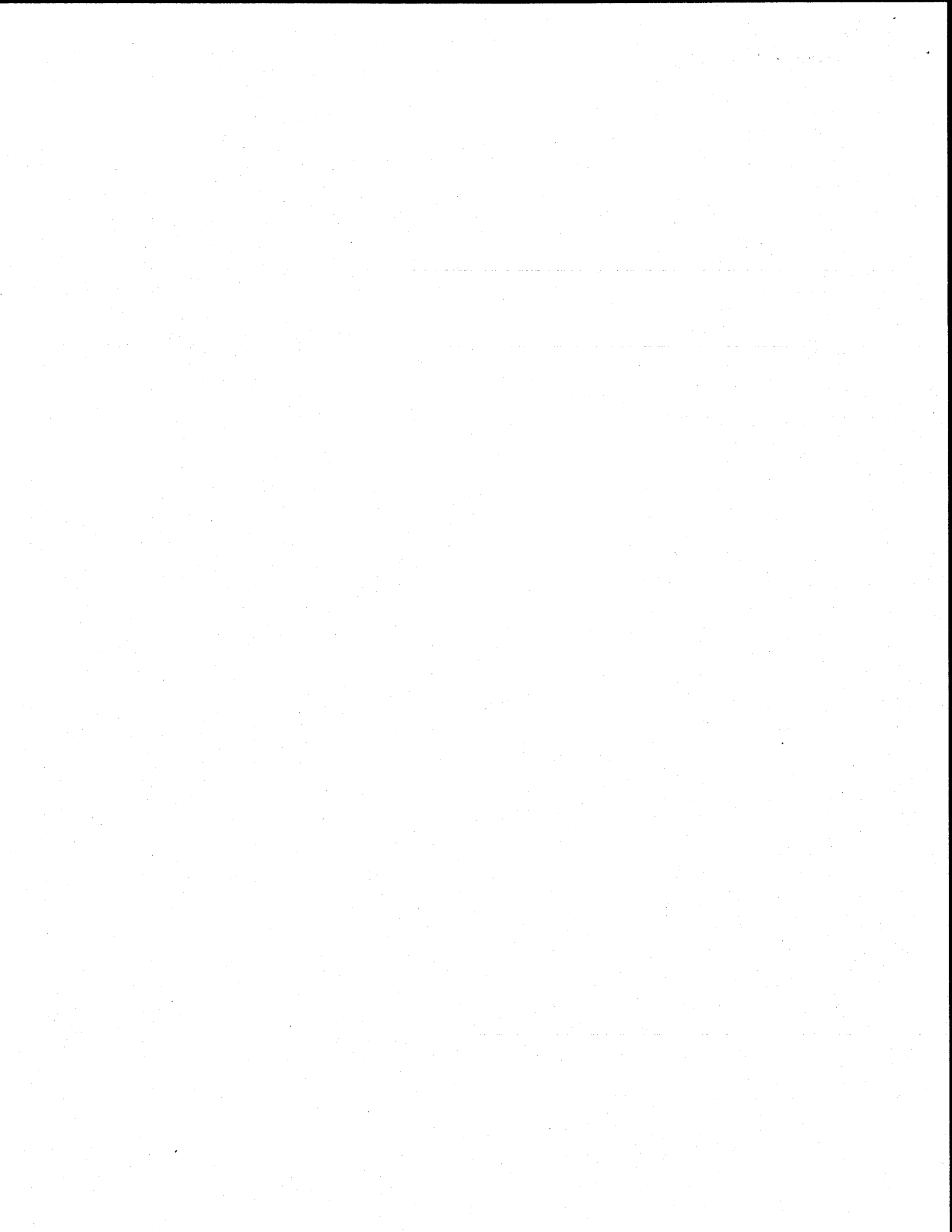
21 3085 Saint Lawrence Street

22 Riverside, CA 92504

23 Attn: Steven Earley, Fire Chief

24 or to such other address(es) as the parties may hereafter designate.

25 30. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits and Attachments,
26 constitutes the entire agreement of the parties hereto with respect to its subject matter and
27 supersedes all prior and contemporaneous representations, proposals, discussions and
28 communications, whether oral or in writing.



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EXHIBIT A

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SCOPE OF WORK

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Fire Department Hazardous Materials Teams (CONTRACTOR) shall provide services outlined and specified as follows:

9
10

1. Project Description:

11
12

1.1 Spending Plan

13
14

1.1.1. CONTRACTOR shall adhere to the spending plan as outlined in Attachment A.

15
16

1.2 Exercises/Drills

17
18

1.2.1 CONTRACTOR must participate in a minimum of 75% of all CHOG sponsored exercises/drills; unless an emergency response precludes team participation, to be eligible for reimbursement.

19
20

1.2.2 Scope and duration of the training and exercises shall be determined and specified by the CHOG committee.

21
22

1.2.3 The exercises/drills shall be on the following dates:

23
24

1.2.3.1 March 2012

25
26

1.2.3.2 June 2012

27
28

1.2.3.3 September 2012

1.2.3.4 December 2012

1.3 Meeting Schedule

1.3.1 CONTRACTOR must participate in a minimum of 75% of all CHOG meetings

1.3.2 The meetings shall be on the following dates:

1.3.2.1 March 2012

1.3.2.2 June 2012

1.3.2.3 September 2012

1.3.2.4 December 2012



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2 **1.3.3** Additional meetings shall be determined by the CHOG committee

3 **1.3.4** Agenda and duration of the meeting shall be determined and specified by
4 the CHOG committee.
5

6 **2. Suspension.** COUNTY may suspend CONTRACTOR'S funding, in whole or in part,
7 for the following reasons:

8 **2.1** Failure to participate in a minimum of 75% of all CHOG sponsored trainings and
9 exercises as outlined in Section 1.2.3, Exercises/Drills, above unless an
10 emergency response precludes team participation.

11 **2.2** Failure to participate in a minimum of 75% of all CHOG meetings as outlined in
12 Section 1.3.2, Meeting Schedule, above unless an emergency response precludes
13 team participation.

14 **2.3** Failure to submit for reimbursement and include all required backup
15 documentation.

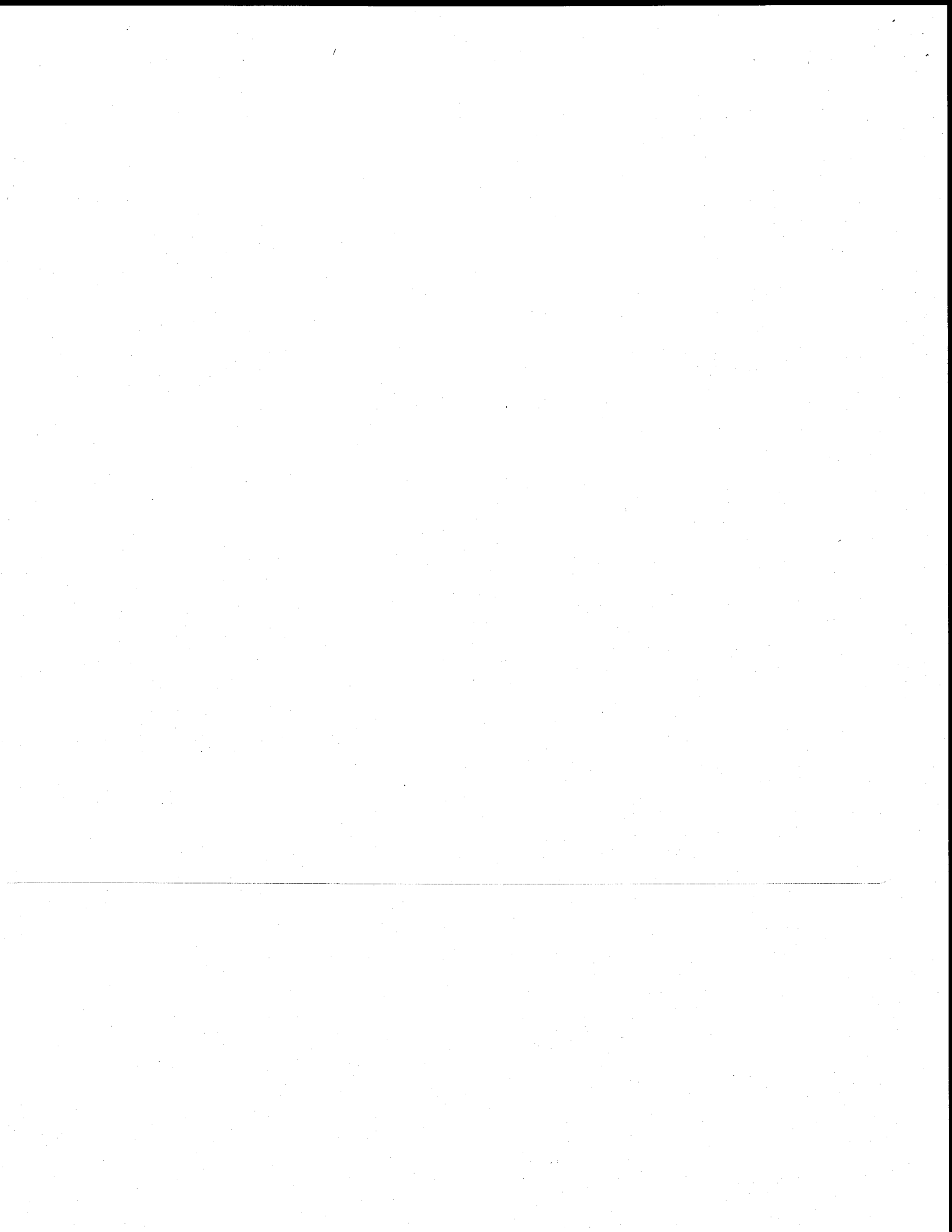
16 **2.4** Failure to comply with Anti-Terrorism Approval Authority (ATAA) requirements
17 or other statutory requirements set forth in the 2011 Homeland Security Grant
18 Program (HSGP) guidance.

(see http://www.fema.gov/pdf/government/grant/2011/fy11_hsgp_kit.pdf)

19 **2.5** In the event of such suspension, CONTRACTOR shall be entitled to
20 reimbursement for previous participations.
21

22 **3. Disputes.**

23 **3.1** The parties shall deal in good faith and attempt to resolve potential disputes
24 informally. If the dispute persists, the CONTRACTOR shall submit to COUNTY
25 a written demand for a final decision regarding the disposition of the dispute
26 between the parties arising under, related to or involving this Agreement, unless
27 the COUNTY, on its own initiative, has already rendered such a final decision. If
28 the CONTRACTOR is not satisfied with the decision of COUNTY, the
CONTRACTOR may appeal the decision to the Office of Emergency Services
(OES) and/or ATAA.



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3.2 Pending the final resolution of any dispute arising under, related to or involving this Agreement, CONTRACTOR agrees to diligently proceed with the performance of this Agreement. Failure of the CONTRACTOR to diligently proceed shall be considered a material breach of this Agreement.

3.3 Any final decision of the COUNTY, OES or ATAA shall be expressly identified as such, shall be in writing, and shall be signed by the Director of Public Health, Deputy Director, Office of Emergency Services, or ATAA representatives, as appropriate.

3.4 If CONTRACTOR is not satisfied with the whole or part of the decision, CONTRACTOR has the right to pursue legal actions.

4. Supplanting - CONTRACTOR agrees that funds reimbursed under this Agreement will be used to supplement existing funds and will not supplant (replace) non-federal funds.

////

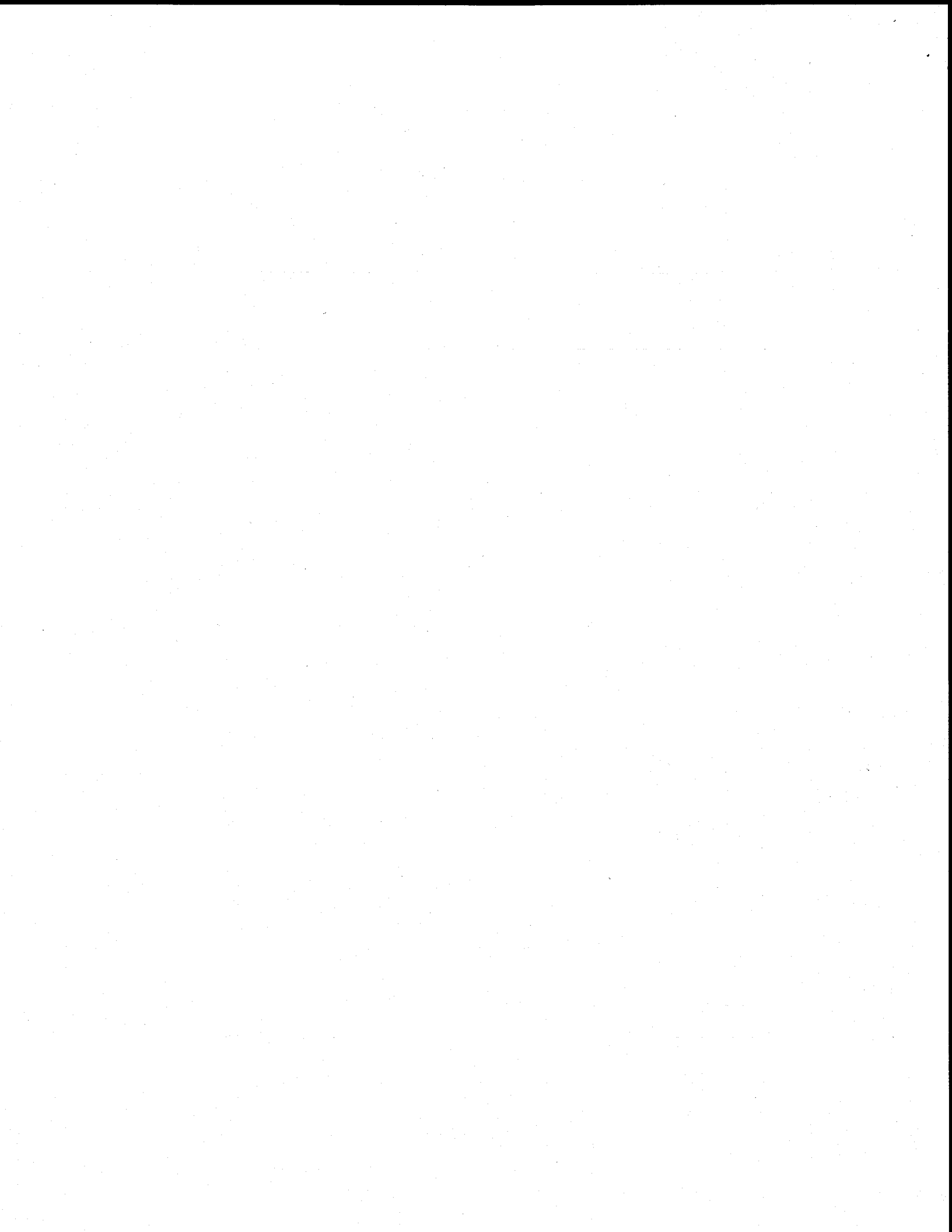


EXHIBIT B**PAYMENT PROVISIONS****1. Amount Awarded**

1.1 This Agreement is in an amount not to exceed sixty-seven thousand dollars (\$67,000) including all expenses.

1.2 Battalion Chief, Captain, Engineer and Firefighter classifications are eligible for reimbursement for overtime and backfill hours for participation in CHOG sponsored training and exercises.

1.3 Spend according to spending plan.

2. Payment Request Process

2.1 COUNTY shall reimburse CONTRACTOR for services performed 30 NET working days after submission of invoice by CONTRACTOR. COUNTY is not responsible for any costs incurred above or beyond the Agreement amount.

2.2 Said reimbursement to CONTRACTOR shall be in accordance with periodic payment requests invoices, and other supporting documentation submitted to COUNTY by CONTRACTOR. Supporting documentation will be in the form of copies of original invoices, receipts, purchase orders, bids, certificates, equipment inventory tracking sheets, packing slips and time sheets that document overtime and/or backfill costs incurred for participation in any CHOG sponsored training or exercise. CONTRACTOR is eligible for participation in any of the training/exercises outlined in Exhibit A.

2.3 Each invoice shall contain a minimum of the following information:

Agency name, agreement number; remittance address; summary of hours (names, ranks, dates, hours, salary, and benefits) for all staff participating in a CHOG approved training or exercise; copies of timesheets; copies of certificates earned (if applicable); copies of purchase orders; copies of bids (if applicable); copies of vendor invoices; copies of packing slips; copies of receipts, and the equipment inventory tracking sheet. In the State of California, government agencies are not allowed to pay late charges, per Government Codes, Section 926.10.



1 2.4 CONTRACTOR shall ensure that grant funds are only used for allowable, fair²⁻⁰⁷⁴
2 and reasonable costs.

3 2.5 CONTRACTOR shall promptly return to COUNTY all funds received which
4 exceed the approved, actual expenditures as identified in this Agreement. Failure to
5 spend within the performance period will result in forfeiture of funds.

6 2.6 The original invoice and supporting documentation will be sent to:

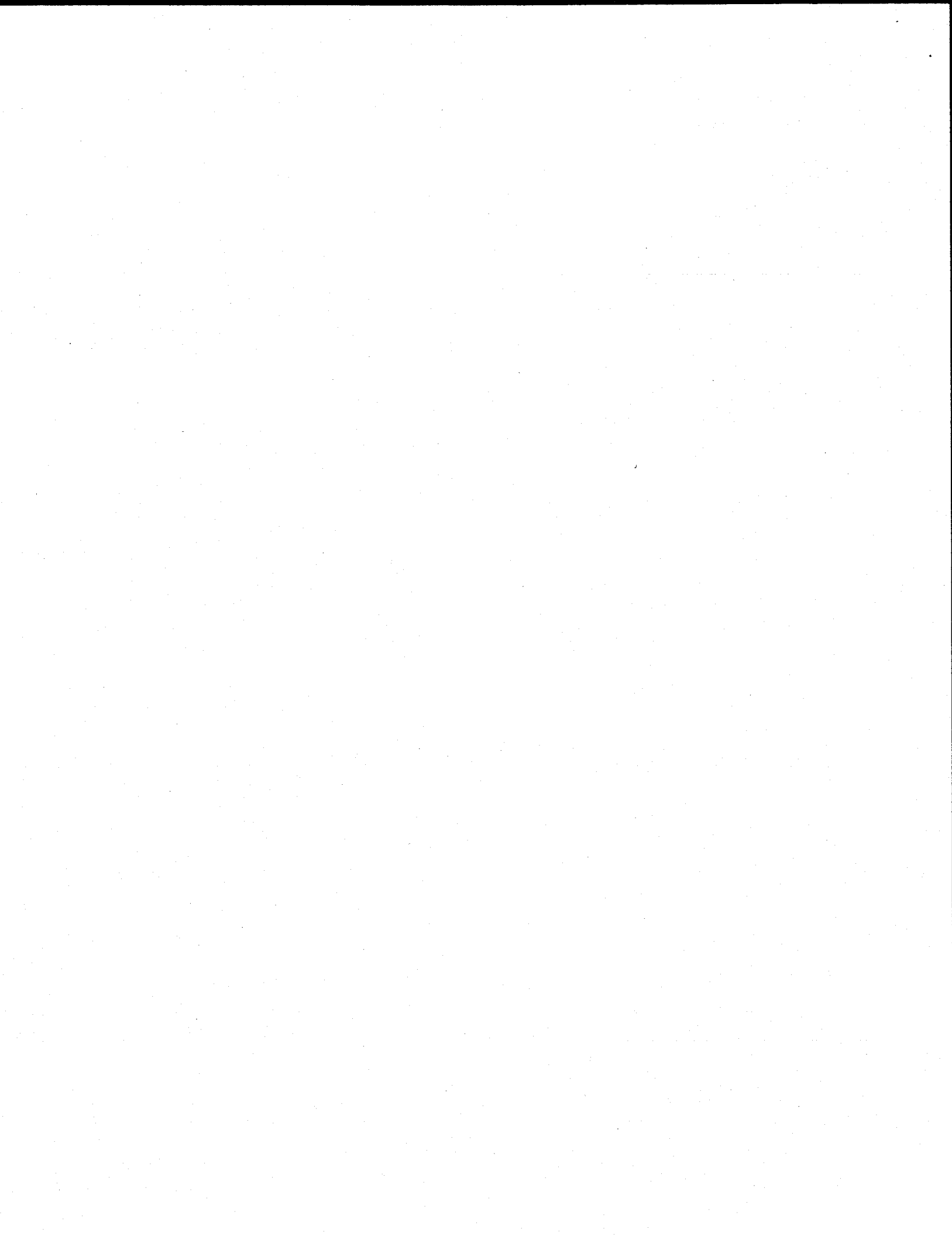
7
8 **Address:**

9 Riverside County Community Health Agency
10 ISS Fiscal Accounts Payable
11 P.O. BOX 7849
12 Riverside, CA 92513-7849

13 **Copy:**

14 Riverside County Department of Public Health
15 Public Health Emergency Preparedness and Response Branch
16 Attn: Kim Saruwatari
17 PO Box 7600
18 Riverside, CA 92513-7600

19
20 /// //



Description (training title, equipment name, CHOG exercise, etc)	AEL # (find at: https://www.rkb.us)	Equipment Costs	OT Costs	Backfill Costs	Expenses	Total Dollar Amount	Comments
EQUIPMENT							
* 1 - Air/vapor chemical sampling/evidence kit. (HazMat (Dust IV Monitor kit) includes annual calibration	07CS-01-KAVC	4,869				4,869	
* 1 - Flame Ionization Detector (FID) for point detection of volatile organic compounds (VOC)	07CD-01-DPFI	11,495					
DIQ Code: [D] includes accessories and extended warranty						15,469	
TRAINING							
Riverside - Hazmat Technician Modules A, B, C, D			12,960	10,000	6,000	28,960	
Riverside - Hazmat Assistant Safety Officer Class			3,000	5,200		8,200	
Riverside - Hazmat IC Class			3,000			3,000	
EXERCISES							
Riverside - CHOG Meetings and Exercises			6,502			6,502	
Riverside - Total						67,000	



CLERK'S COPY

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

County of Riverside Memorandum of Understanding

CONTRACTING PARTNERS: County of Riverside, CalFire Department
and
County of Riverside, a political subdivision of the State of California, through its
Community Health Agency, [Public Health Emergency Preparedness and Response]

PERIOD OF MOU: November 18, 2011 through January 30, 2014

TYPE OF SERVICE: CHOG - 11

WHEREAS, the State of California has allocated funds from the U.S. Homeland Security to Riverside COUNTY Operational Area (OA) to assist the State with its effort to prepare for terrorist attacks and other major disasters; and

WHEREAS, the COUNTY'S Board of Supervisors appointed a five-member Anti-Terrorism Approval Authority (ATAA) to manage the distribution of Homeland Security Grant Program (HSGP) funding; and

WHEREAS, Community Health Agency is a Board appointed member to the ATAA committee.

Authorized Signature for Community Health Agency:	Authorized Signature for Fire Department:
Name: Susan Harrington, Director of Public Health	Name: Chief John Hawkins, Riverside County Fire Chief
Address: 4065 County Circle Dr. Riverside, CA 92503	Address: 210 W. San Jacinto Avenue Perris, CA 92570
Date:	Date:

FORM APPROVED COUNTY COUNSEL

BY:

Neal R. Kipnis
NEAL R. KIPNIS

DATE

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3.11

APR 10 2012

NOW, THEREFORE, CHA AND CAL FIRE mutually agrees to the following:

1. BACKGROUND

It is agreed that this Agreement establishes cooperation between the County of Riverside Community Health Agency through its Public Health Emergency Preparedness and Response (CHA) and the County of Riverside Fire Department for efforts to prepare for terrorist attacks and other major disasters

2. SCOPE OF SERVICE – PROJECT DESCRIPTION

FIRE DEPARTMENT RESPONSIBILITIES

2.1 Spending Plan

2.1.1 CALFIRE shall adhere to the spending plan as outlined in Attachment A.

2.2 Exercises/Drills

2.2.1 CALFIRE must participate in a minimum of 75% of all CHOG sponsored exercises/drills; unless an emergency response precludes team participation, to be eligible for reimbursement.

2.2.2 Scope and duration of the training and exercises shall be determined and specified by the CHOG committee.

2.2.3 The exercises/drills shall be on the following dates:

2.2.3.1 March 2012

2.2.3.2 June 2012

2.2.3.3 September 2012

2.2.3.4 December 2012

2.3 Meeting Schedule

2.3.1 CALFIRE must participate in a minimum of 75% of all CHOG meetings

2.3.2 The meetings shall be on the following dates:

2.3.2.1 March 2012

2.3.2.2 June 2012

2.3.2.3 September 2012

2.3.2.4 December 2012

2.3.3 Additional meetings shall be determined by the CHOG committee

2.3.4 Agenda and duration of the meeting shall be determined and specified by the CHOG committee.

3. **Suspension.** CHA may suspend CALFIRE funding, in whole or in part, for the following reasons:

3.1 Failure to participate in a minimum of 75% of all CHOG sponsored trainings and exercises as outlined in Section 2.2.3, Exercises/Drills, above unless an emergency response precludes team participation.

3.2 Failure to participate in a minimum of 75% of all CHOG meetings as outlined in Section 2.3.2, Meeting Schedule, above unless an emergency response precludes team participation.

3.3 Failure to submit for reimbursement and include all required backup documentation.

3.4 Failure to comply with Anti-Terrorism Approval Authority (ATAA) requirements or other statutory requirements set forth in the 2011 Homeland Security Grant Program (HSGP) guidance.

http://www.fema.gov/pdf/government/grant/2011/fy11_hsgp_kit.pdf

3.5 In the event of such suspension, CALFIRE shall be entitled to reimbursement for previous participations.

4. **Disputes.**

4.1 The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CALFIRE shall submit to CHA a written demand for a final decision regarding the disposition of the dispute between the parties arising under, related to or involving this Agreement, unless the CHA, on its own initiative, has already rendered such a final decision. If the CALFIRE is not satisfied with the decision of CHA, the CALFIRE may appeal the decision to the Office of Emergency Services (OES) and/or ATAA.

4.2 Pending the final resolution of any dispute arising under, related to or involving this Agreement, CALFIRE agrees to diligently proceed with the performance of this Agreement. Failure of the CALFIRE to diligently proceed shall be considered a material breach of this Agreement.

4.3 Any final decision of CHA, OES or ATAA shall be expressly identified as such, shall be in writing, and shall be signed by the Director of Public Health, Deputy Director, Office of Emergency Services, or ATAA representatives, as appropriate.

4.4 If CALFIRE is not satisfied with the whole or part of the decision, CALFIRE has the right to pursue legal actions.

5. **Supplanting** - CALFIRE agrees that funds reimbursed under this Agreement will be used to supplement existing funds and will not supplant (replace) non-federal funds.

6. **DESIGNATED CONTACTS**

CALFIRE CONTACT

Chief John Hawkins
Riverside County Fire Chief

210 W. San Jacinto Avenue
Perris, CA 92570

CHA CONTACT

Joan Danfifer, Program Coordinator II
Department of Public Health Emergency
Preparedness and Response

P.O. Box 7600
Riverside, CA 92513-7600

carbon copy correspondence to:

Procurement – Contracts – Suite 305
County of Riverside Community Health Agency
4065 County Circle Drive
Riverside, CA 92503

or to such other address(es) as the parties may hereafter designate.

7. **TERMINATION**

Either CHA or CALFIRE may terminate this Agreement without cause upon 30 business days written notice served upon the designated contacts stating the extent and effective date of termination.

8. **ALTERATION**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

9. **PAYMENT PROVISIONS**

9.1 Amount Awarded

- 9.1.1 This Agreement is in an amount not to exceed \$67,000.
- 9.2.1 Battalion Chief, Captain, Engineer and Firefighter classifications are eligible for reimbursement for overtime and backfill hours for participation in CHOG sponsored trainings and exercises.
- 9.3.1 Spend according to spending plan.

9.2 Payment Request Process

- 9.2.1 CHA shall reimburse CALFIRE for services performed 30 NET working days after submission of invoice by CALFIRE. CHA is not responsible for any costs incurred above or beyond the Agreement amount.
- 9.2.2 Said reimbursement to CALFIRE shall be in accordance with periodic payment requests invoices, and other supporting documentation submitted to CHA by CALFIRE. Supporting documentation will be in the form of copies of original invoices, receipts, purchase orders, bids, certificates, equipment inventory tracking sheets, packing slips and time sheets that document overtime and/or backfill costs incurred for participation in any CHOG sponsored training or exercise. CALFIRE is eligible for participation in any of the training/exercises outlined in Exhibit A.
- 9.2.3 Each invoice shall contain a minimum of the following information:

Agency name, agreement number; remittance address; summary of hours (names, ranks, dates, hours, salary, and benefits) for all staff participating in a CHOG approved training or exercise; copies of timesheets; copies of certificates earned (if applicable); copies of purchase orders; copies of bids (if applicable); copies of vendor invoices; copies of packing slips; copies of receipts, and the equipment inventory tracking sheet. In the State of California, government agencies are not allowed to pay late charges, per Government Codes, Section 926.10.

- 9.2.4 CALFIRE shall ensure that grant funds are only used for allowable, fair, and reasonable costs.
- 9.2.5 CALFIRE shall promptly return to CHA all funds received which exceed the approved, actual expenditures as identified in this Agreement. Failure to spend within the performance period will result in forfeiture of funds.
- 9.2.6 The original invoice and supporting documentation will be sent to:

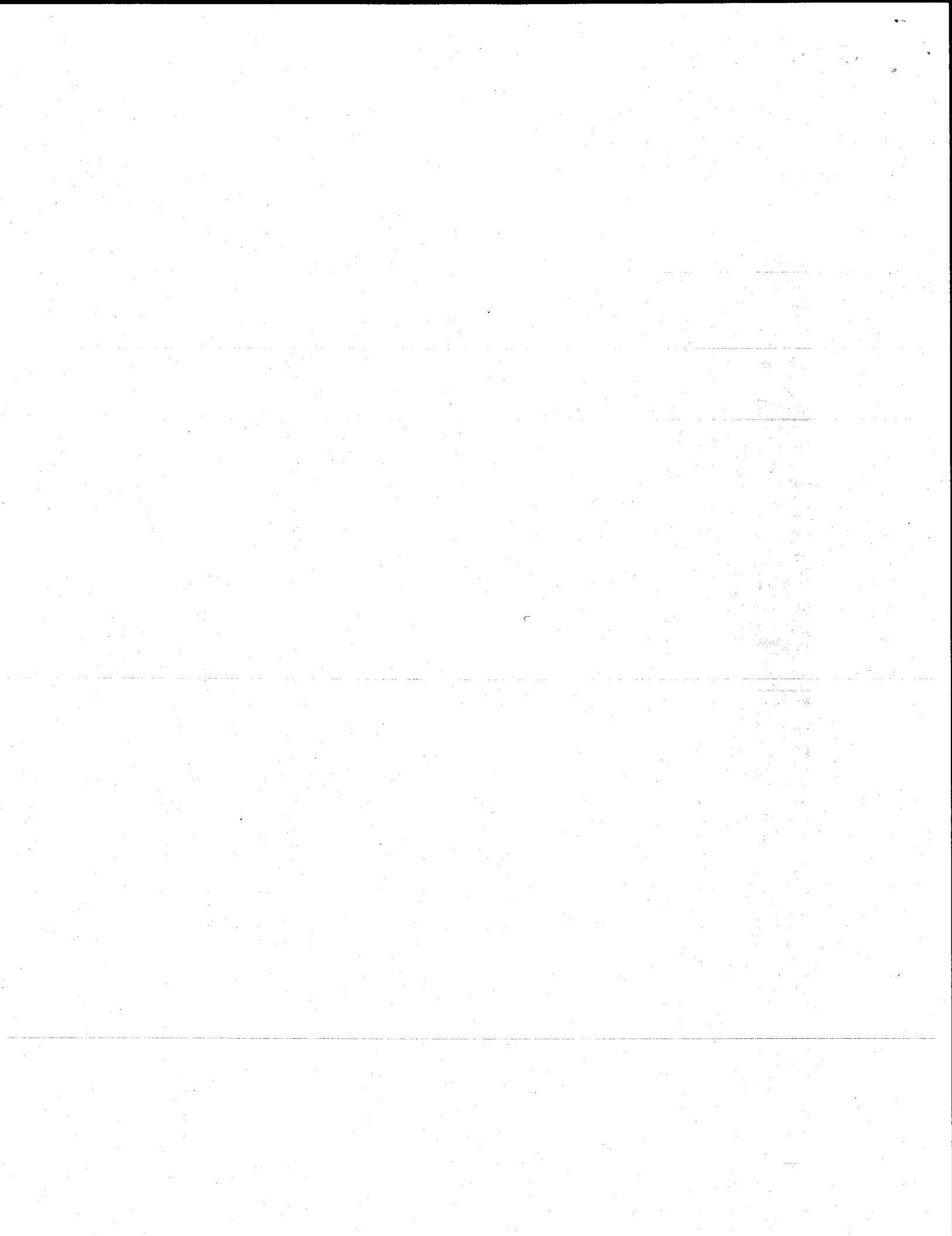
Address:

Riverside County Community Health Agency
ISS Fiscal Accounts Payable
P.O. BOX 7849
Riverside, CA 92513-7849

Copy:

Riverside County Department of Public Health
Public Health Emergency Preparedness and Response Branch
Attn: Kim Saruwatari
PO Box 7600
Riverside, CA 92513-7600

////
ys



CLERK'S COPY

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

Thank you.

**County of Riverside
Memorandum of Understanding**

CONTRACTING PARTNERS: County of Riverside, Environmental Health Department
and
County of Riverside, a political subdivision of the State of California, through its
Community Health Agency, [Public Health Emergency Preparedness and Response]

PERIOD OF MOU: November 18, 2011 through January 30, 2014

TYPE OF SERVICE: CHOG – 11

WHEREAS, the State of California has allocated funds from the U.S. Homeland Security to Riverside COUNTY Operational Area (OA) to assist the State with its effort to prepare for terrorist attacks and other major disasters; and

WHEREAS, the COUNTY'S Board of Supervisors appointed a five-member Anti-Terrorism Approval Authority (ATAA) to manage the distribution of Homeland Security Grant Program (HSGP) funding; and

WHEREAS, Community Health Agency is a Board appointed member to the ATAA committee.

Authorized Signature for Community Health Agency:	Authorized Signature for Environmental Health Department:
Name: Susan Harrington, Director of Public Health	Name: John Watkins, Deputy Director
Address: 4065 County Circle Dr. Riverside, CA 92503	Address: 4065 County Circle Dr. Riverside, CA 92503
Date:	Date:

FORM APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE

[Handwritten Signature]
3/15/12

NOW, THEREFORE, CHA and ENVIRONMENTAL HEALTH mutually agree to the following:

1. BACKGROUND

It is agreed that this Agreement establishes cooperation between the County of Riverside Community Health Agency through its Public Health Emergency Preparedness and Response (CHA) and the County of Riverside Environmental Health Department for efforts to prepare for terrorist attacks and other major disasters

2. SCOPE OF SERVICE – PROJECT DESCRIPTION

**ENVIRONMENTAL HEALTH HAZARDOUS RESPONSE TEAM
RESPONSIBILITIES**

2.1 Spending Plan

2.1.1 ENVIRONMENTAL HEALTH shall adhere to the spending plan as outlined in Attachment A.

2.2 Exercises/Drills

2.2.1 ENVIRONMENTAL HEALTH must participate in a minimum of 75% of all CHOG sponsored exercises/drills; unless an emergency response precludes team participation, to be eligible for reimbursement.

2.2.2 Scope and duration of the training and exercises shall be determined and specified by the CHOG committee.

2.2.3 The exercises/drills shall be on the following dates:

2.2.3.1 March 2012

2.2.3.2 June 2012

2.2.3.3 September 2012

2.2.3.4 December 2012

2.3 Meeting Schedule

2.3.1 ENVIRONMENTAL HEALTH must participate in a minimum of 75% of all CHOG meetings

2.3.2 The meetings shall be on the following dates:

2.3.2.1 March 2012

2.3.2.2 June 2012

2.3.2.3 September 2012

2.3.2.4 December 2012

2.3.3 Additional meetings shall be determined by the CHOG committee

2.3.4 Agenda and duration of the meeting shall be determined and specified by the CHOG committee.

3. Suspension. CHA may suspend ENVIRONMENTAL HEALTH funding, in whole or in part, for the following reasons:

3.1 Failure to participate in a minimum of 75% of all CHOG sponsored trainings and exercises as outlined in Section 2.2.3, Exercises/Drills, above unless an emergency response precludes team participation.

3.2 Failure to participate in a minimum of 75% of all CHOG meetings as outlined in Section 2.3.2, Meeting Schedule, above unless an emergency response precludes team participation.

3.3 Failure to submit for reimbursement and include all required backup documentation.

3.4 Failure to comply with Anti-Terrorism Approval Authority (ATAA) requirements or other statutory requirements set forth in the 2011 Homeland Security Grant Program (HSGP) guidance.

http://www.fema.gov/pdf/government/grant/2011/fy11_hsgp_kit.pdf

3.5 In the event of such suspension, ENVIRONMENTAL HEALTH shall be entitled to reimbursement for previous participations within the FY 11 grant performance period.

4. Disputes.

4.1 The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the ENVIRONMENTAL HEALTH shall submit to CHA a written demand for a final decision regarding the disposition of the dispute between the parties arising under, related to or involving this Agreement, unless the CHA, on its own initiative, has already rendered such a final decision. If the ENVIRONMENTAL HEALTH is not satisfied with the decision of CHA, the ENVIRONMENTAL HEALTH may appeal the decision to the Office of Emergency Services (OES) and/or ATAA.

- 4.2 Pending the final resolution of any dispute arising under, related to or involving this Agreement, ENVIRONMENTAL HEALTH agrees to diligently proceed with the performance of this Agreement. Failure of the ENVIRONMENTAL HEALTH to diligently proceed shall be considered a material breach of this Agreement.
- 4.3 Any final decision of CHA, OES or ATAA shall be expressly identified as such, shall be in writing, and shall be signed by the Director of Public Health, Deputy Director, Office of Emergency Services, or ATAA representatives, as appropriate.
- 4.4 If ENVIRONMENTAL HEALTH is not satisfied with the whole or part of the decision, ENVIRONMENTAL HEALTH has the right to pursue legal actions.
5. **Supplanting** - ENVIRONMENTAL HEALTH agrees that funds reimbursed under this Agreement will be used to supplement existing funds and will not supplant (replace) non-federal funds.

6. **DESIGNATED CONTACTS**

ENVIRONMENTAL HEALTH CONTACT

John Watkins
Deputy Director

4065 County Circle Drive
Riverside, CA, 92503

CHA CONTACT

Joan Danfifer, Program Coordinator II
Department of Public Health Emergency
Preparedness and Response
PO Box 7600
Riverside, CA 92513-7600

carbon copy correspondence to:

Procurement – Contracts – Suite 305
County of Riverside Community Health Agency
4065 County Circle Drive
Riverside, CA 92503

or to such other address(es) as the parties may hereafter designate.

7. **TERMINATION**

Either CHA or ENVIRONMENTAL HEALTH may terminate this Agreement without cause upon 30 business days written notice served upon the designated contacts stating the extent and effective date of termination.

8. **ALTERATION**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

9. PAYMENT PROVISIONS

9.1 Amount Awarded

9.1.1 This Agreement is in an amount not to exceed **\$67,000**.

9.2.1 Hazardous Materials Management Specialist I, II, III, IV and Supervising Hazardous Materials Management Specialist classifications are eligible for reimbursement for overtime and backfill hours for participation in CHOG sponsored training and exercises.

9.3.1 Spend according to spending plan.

9.2 Payment Request Process

9.2.1 CHA shall reimburse ENVIRONMENTAL HEALTH for services performed 30 NET working days after submission of invoice by ENVIRONMENTAL HEALTH. CHA is not responsible for any costs incurred above or beyond the Agreement amount.

9.2.2 Said reimbursement to ENVIRONMENTAL HEALTH shall be in accordance with periodic payment requests invoices, and other supporting documentation submitted to CHA by ENVIRONMENTAL HEALTH. Supporting documentation will be in the form of copies of original invoices, receipts, purchase orders, bids, certificates, equipment inventory tracking sheets, packing slips and time sheets that document overtime and/or backfill costs incurred for participation in any CHOG sponsored training or exercise. ENVIRONMENTAL HEALTH is eligible for participation in any of the training/exercises outlined in Exhibit A.

9.2.3 Each invoice shall contain a minimum of the following information:

Agency name, agreement number; remittance address; summary of hours (names, ranks, dates, hours, salary, and benefits) for all staff participating in a CHOG approved training or exercise; copies of timesheets; copies of certificates earned (if applicable); copies of purchase orders; copies of bids (if applicable); copies of vendor invoices; copies of packing slips; copies of receipts, and the equipment inventory tracking sheet. In the State of California, government agencies are not allowed to pay late charges, per Government Codes, Section 926.10.

- 9.2.4** ENVIRONMENTAL HEALTH shall ensure that grant funds are only used for allowable, fair, and reasonable costs.
- 9.2.5** ENVIRONMENTAL HEALTH shall promptly return to CHA all funds received which exceed the approved, actual expenditures as identified in this Agreement. Failure to spend within the performance period will result in forfeiture of funds.

- 9.2.6** The original invoice and supporting documentation will be sent to:

Address:

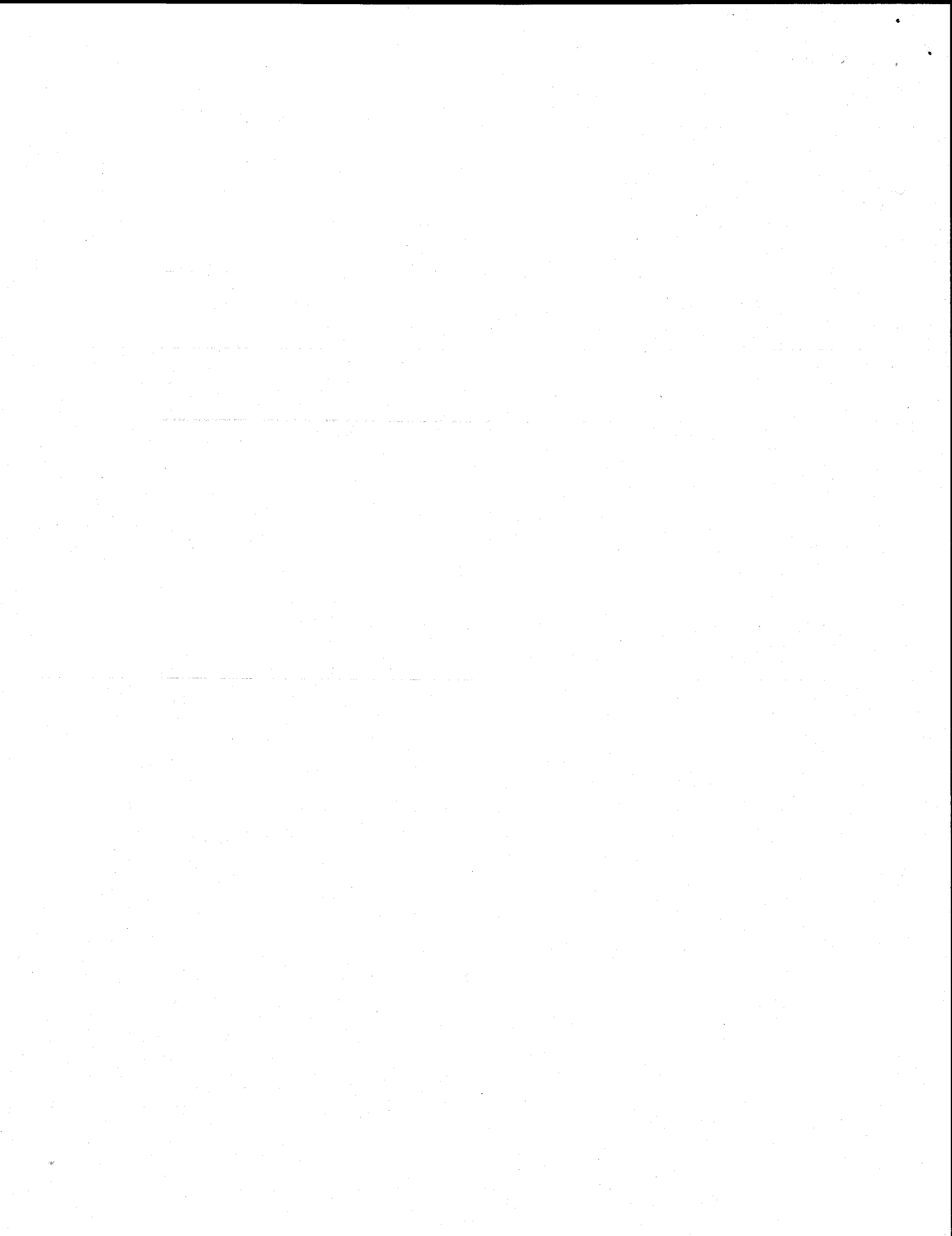
Riverside County Community Health Agency
ISS Fiscal Accounts Payable
P.O. BOX 7849
Riverside, CA 92513-7849

Copy:

Riverside County Department of Public Health
Public Health Emergency Preparedness and Response Branch
Attn: Kim Saruwatari
PO Box 7600
Riverside, CA 92513-7600

CHOG Draft Spending Plan
 HS 2011
 Environmental Health
 ATTACHMENT A

Quantity	Description (training title, equipment name, CHOG exercise, etc)	Training Tracking Number (I will obtain for each agency)	AEL # (find at: https://www.rkb.us)	Equipment Costs	OT Costs	Backfill Costs	Expenses	Total Dollar Amount	Comments
1	AreaREA RDK Kit		07CD-01-DPMG	\$38,526.00				\$38,626.00	
4	Grab Air Sampler		07RS-01-AFCB	\$375.00				\$1,600.00	4 complete air sample kits
10	M 8 Paper		07CD-01-INTA	\$30.00				\$400.00	10 rolls
3	M 256 kits		07CD-01-M256	\$333.00				\$1,100.00	3 complete kits
8	Satellite Mobil Phones		06CC03-SATM	\$800.00				\$6,500.00	8 sat phones
2	CBRE Sampling Kits		07-BS-01-KBBA	\$3,200.00				\$6,500.00	2 complete sampling kits
1	Bio Capture 650		07BS-01-KBPA	\$12,000				\$12,274	1 device
						Total	\$67,000.00		



COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk for the Board of Supervisors
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.



COUNTY DEPT/DIVISION CHA/Public Health Emergency Preparedness and Response		CONTRACT NO. 12-074	RFP NO. N/A
FUND: 10000	DEPARTMENT IDs: 4200102100	PROJECT-GRANT HS100091	PROGRAM N/A
CLASS/LOCATION: 6610-33201		CONTRACT AMOUNT \$67,000	ACCOUNT NO. 525440
PERIOD OF PERFORMANCE: November 18, 2011 through January 30, 2014			
COUNTY CONTACT: Kim Saruwatari (951) 358-7100		CONTRACTOR REPRESENTATIVE: Steven Earley, Fire Chief, (951) 826-5332	
PROGRAM NAME: CHOG - 11			

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, [Public Health Emergency Preparedness and Response], hereinafter referred to as ("COUNTY"), and **City of Riverside Fire Department** hereinafter referred to as ("CONTRACTOR").

WITNESSETH:

WHEREAS, the State of California has allocated funds from the U.S. Homeland Security to Riverside COUNTY Operational Area (OA) to assist the State with its effort to prepare to terrorist attack and other major disasters; and

WHEREAS, the COUNTY'S Board of Supervisors appointed a five-member Anti-Terrorism Approval Authority (ATAA) to manage the distribution of Homeland Security Grant Program (HSGP) funding; and

WHEREAS, CONTRACTOR is a Board appointed member to the ATAA committee.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 13, Exhibit A, consisting of three (3) page(s) Exhibit B, consisting of two (2) page(s), and Attachment A, consisting of one (1) page attached hereto and incorporated herein.

CONTRACTOR

City of Riverside Fire Department

By _____

Print Name

Date

COUNTY

By _____

Susan Harrington, Director of Public Health

Print Name

Date

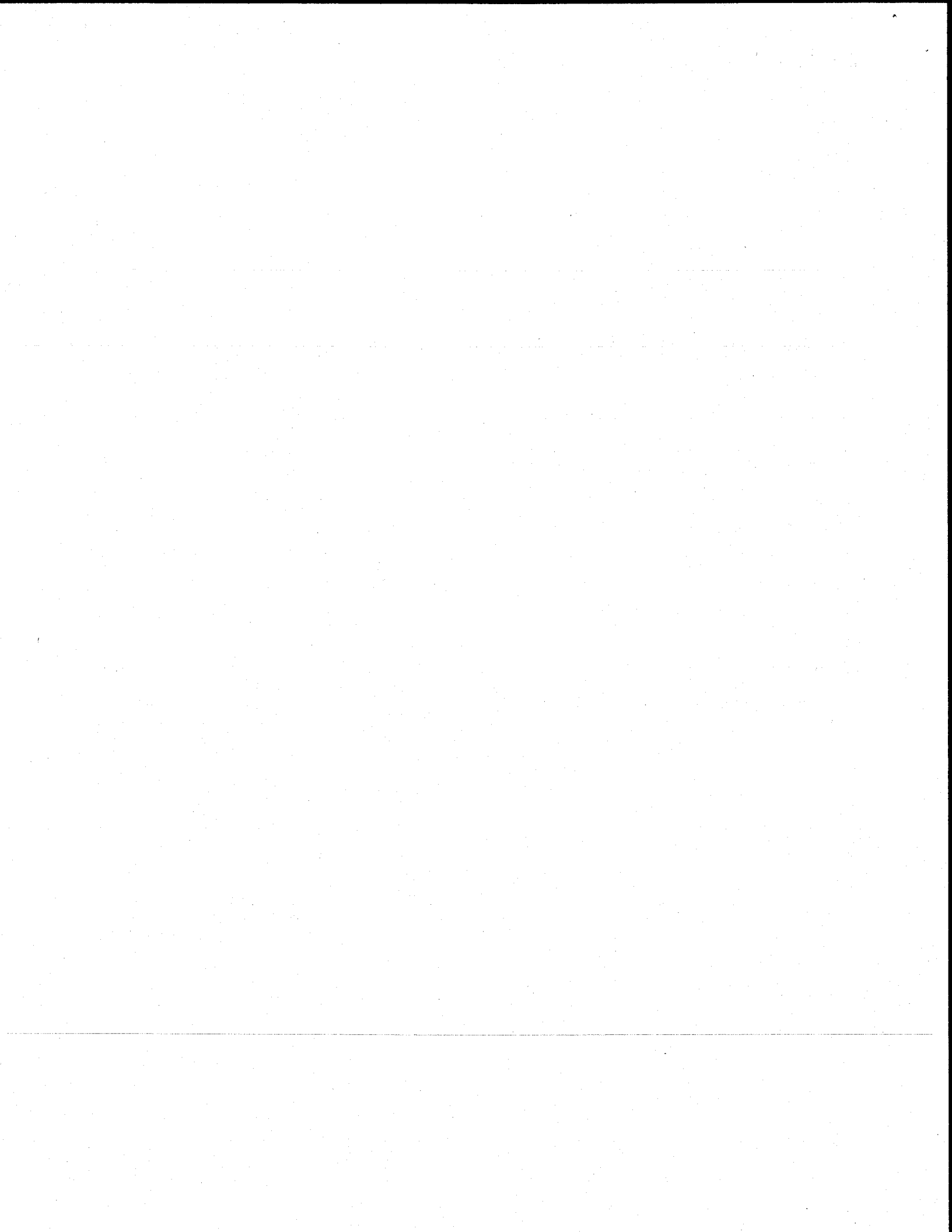
FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS

DATE

APR 10 2012

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1 **1. BACKGROUND:**

- 2 **1.1** The United States Department of Homeland Security awarded 2011
3 Homeland Security Grant Program, grant funds to California to enhance the
4 State's ability to prepare for, prevent, and respond to terrorist attacks and other
5 major disasters.
- 6 **1.2** The State of California allocated funds from this grant to Riverside County
7 Operational Area, hereafter referred to as "OA", so that the OA can assist the
8 State with its effort to prepare for, prevent, and respond to terrorist attacks and
9 other major disasters
- 10 **1.3** The Riverside County Board of Supervisors appointed a five-member Anti
11 Terrorism Approval Authority, hereafter referred to as "ATAA", to manage the
12 distribution of Homeland Security Grant Program funding and authorized the
13 Riverside County Fire Department Office of Emergency Services, hereafter
14 referred to as "OES", to serve as the lead agency on behalf of the OA.
- 15 **1.4** The Homeland Security Grant Funding to reimburse the CONTRACTOR for
16 participation in drills, training- sponsored by the County-wide HazMat Operations
17 Group, hereafter referred to as "CHOG", and other hazardous material related
18 drills, training and equipment as allowed by the State's Homeland Security Grant
19 Program.

19 **2. DEFINITIONS:**

- 20 **2.1** Material Deviation: Requests of such a significant nature that knowledge of the
21 item merits attention or would affect the ATAA's decision-making process.
- 22 **2.2** Sole Source: The supply of a good or service from only one supplier.

23 **3. DESCRIPTION OF SERVICES -** CONTRACTOR shall provide all services as
24 outlined and specified in Exhibit A, SCOPE OF WORK (SOW), and Attachment A,
25 SPENDING PLAN, attached hereto and by this reference incorporated herein.

26 **4. PERIOD OF PERFORMANCE -** This Agreement shall be effective from November
27 18, 2011 to January 30, 2014

28 **5. COMPENSATION:**

- 5.1 In consideration of services provided by CONTRACTOR pursuant to Exhibit A,

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5.2 SCOPE OF WORK, and Attachment A, SPENDING PLAN, attached hereto and
incorporated herein, CONTRACTOR shall be entitled to receive payment as
specified in Exhibit B, PAYMENT PROVISIONS, attached hereto and
incorporated herein.

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5.3 Payment by COUNTY to CONTRACTOR shall not exceed sixty-seven thousand
dollars (\$67,000), including all expenses.

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5.3 This Agreement shall be deemed terminated and of no further force and effect
immediately on receipt of COUNTY'S notification by CONTRACTOR. In the
event of such termination, CONTRACTOR shall be entitled to reimbursement of
its costs.

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5.4 No legal liability on the part of the COUNTY shall arise for payment beyond the
agreement's period of performance as stated in Section 4, PERIOD OF
PERFORMANCE, nor beyond the maximum amount of compensation as stated
in Section 5.2 above.

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6. **HOLD HARMLESS/INDEMNIFICATION:**

6.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its
Agencies, Districts, Special Districts and Departments, their respective directors,
officers, Board of Supervisors, elected and appointed officials, employees, agents
and representatives (individually and collectively hereinafter referred to as
Indemnities' from any liability whatsoever, based or asserted upon any services
of CONTRACTOR, its officers, employees, subcontractors, agents or
representatives arising out of or in any way relating to this Agreement, including
but not limited to property damage, bodily injury, or death or any other element
of any kind or nature whatsoever arising from the performance of
CONTRACTOR, its officers, employees, subcontractors, agents or
representatives Indemnities' from this Agreement. CONTRACTOR shall defend,
at its sole expense, all costs and fees including, but not limited, to attorney fees,
cost of investigation, defense and settlements or awards, the Indemnities in any
claim or action based upon such alleged acts or omissions.

6.2 With respect to any action or claim subject to indemnification herein by
CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use

1 counsel of their own choice and shall have the right to adjust, settle, or
 2 compromise any such action or claim without the prior consent of COUNTY;
 3 provided, however, that any such adjustment, settlement or compromise in no
 4 manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to
 5 Indemnities as set forth herein.

6 **6.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR
 7 has provided to COUNTY the appropriate form of dismissal relieving COUNTY
 8 from any liability for the action or claim involved.

9 **6.4** The specified insurance limits required in this Agreement shall in no way limit or
 10 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the
 11 Indemnities herein from third party claims.

12 **6.5** In the event there is conflict between this clause and California Civil Code
 13 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
 14 Such interpretation shall not relieve the CONTRACTOR from indemnifying the
 15 Indemnities to the fullest extent allowed by law.

16 **7. INDEPENDENT CONTRACTOR** - It is the parties' intention that CONTRACTOR is
 17 an independent CONTRACTOR and not an employee of the COUNTY, and in
 18 conformity, therewith that CONTRACTOR shall retain sole and absolute discretion and
 19 judgment in the manner and means of carrying out his/her duties. Therefore,
 20 CONTRACTOR is fully aware no relationship of employer-employee exists between the
 21 parties hereto. CONTRACTOR shall not be entitled to any benefits payable to
 22 employees of COUNTY including COUNTY Workers' Compensation benefits.
 23 COUNTY is not required to make any deductions from the compensation payable to
 24 CONTRACTOR under the provisions of this Agreement; and as an independent
 25 CONTRACTOR, CONTRACTOR hereby holds COUNTY harmless from any and all
 26 claims that may be made against COUNTY based upon any contention by any third party
 27 that an employer- employee relationship exists because of this Agreement.

28 **8. LIABILITY INSURANCE** - Without limiting or diminishing the CONTRACTOR'S
 obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure
 and maintain or cause to be maintained, at its sole cost and expense, the following
 insurance coverage's during the term of this Agreement.

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8.1 Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain 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 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

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8.2 Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than \$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.

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8.3 Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$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. Policy shall name the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors,

1 employees, elected or appointed officials, agents or representatives as
2 Additional Insured's.

3 **8.4 General Insurance Provisions - All lines** - For all insurances coverage
4 provided by a commercial insurance carrier, policies shall comply with the
5 following general insurance provisions:

6 **8.4.1.** Any insurance carrier providing insurance coverage hereunder shall be
7 admitted to the State of California and have an A M BEST rating of not
8 less than A: VIII (A:8) unless such requirements are waived, in writing,
9 by the County Risk Manager. If the County's Risk Manager waives a
10 requirement for a particular insurer such waiver is only valid for that
11 specific insurer and only for one policy term.

12 **8.4.2.** The CONTRACTOR'S insurance carrier(s) must declare its insurance
13 self-insured retentions. If such self-insured retentions exceed \$500,000
14 per occurrence such retentions shall have the prior written consent of the
15 County Risk Manager before the commencement of operations under this
16 Agreement. Upon notification of self insured retention unacceptable to
17 the COUNTY, and at the election of the Country's Risk Manager,
18 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-
19 insured retention as respects this Agreement with the COUNTY, or 2)
20 procure a bond which guarantees payment of losses and related
21 investigations, claims administration, and defense costs and expenses.

22 **8.4.3** CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to
23 furnish the County of Riverside with either 1) a properly executed
24 original Certificate(s) of Insurance and certified original copies of
25 Endorsements effecting coverage as required herein, and 2) if requested
26 to do so orally or in writing by the County Risk Manager, provide
27 original Certified copies of policies including all Endorsements and all
28 attachments thereto, showing such insurance is in full force and effect.
Further, said Certificate(s) and policies of insurance shall contain the
covenant of the insurance carrier(s) that thirty (30) days written notice
shall be given to the County of Riverside prior to any material

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modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

8.4.4 It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

8.4.5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

8.4.6. CONTRACTOR shall pass down the insurance obligations contained

herein to all tiers of subcontractors working under this Agreement. 12-074

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8.4.7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8.4.8. CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

9. **LICENSE:**

9.1 CONTRACTOR shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. CONTRACTOR shall notify COUNTY immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.

9.2 CONTRACTOR shall ensure that CONTRACTOR'S employees, agents and other CONTRACTOR'S performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CONTRACTOR hereby agrees to notify COUNTY immediately, in writing, of inability of CONTRACTOR or any of CONTRACTOR'S employees, agents and other CONTRACTOR'S, to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.

9.3 A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to Contracts Administration.

10. **OSHA REGULATIONS** - CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.

11. **STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS) –**
CONTRACTOR shall comply with 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.

12. **NATIONAL INITIATIVES** - CONTRACTOR warrants and agrees to become fully¹²⁻⁰⁷⁴ compliant with National Incident Management System (NIMS) in the timeframe mandated by the federal government; and also support the Homeland Security Presidential Directive-5 (HSPD-5) and National Response Plan.

13. **COMPLIANCE WITH STATUTES AND REGULATIONS** - CONTRACTOR warrants and certifies that in the performance of this Agreement, CONTRACTOR will comply with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements contained in Title 28, Code of Federal Regulations, Part 66 or 70, which govern the application, acceptance and use of federal funds for this federally-assisted project.

14. **RECORDS AND DOCUMENTS:**

14.1 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this grant Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CONTRACTOR. All such books and records shall be maintained by CONTRACTOR for at least five years from termination of this Agreement.

14.2 CONTRACTOR to provide COUNTY with reports and information relative to this grant Agreement and in accordance with terms set forth herein, as may be requested by COUNTY.

14.3 Failure to maintain all grant records for the required retention period could result in a reduction of eligible grant activities, and an invoice to return costs associated with the unsupported activities.

15. **CONDUCT OF CONTRACTOR:**

15.1 CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S interest, in any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

15.2 CONTRACTOR shall not, under circumstances, which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom

1 the CONTRACTOR is doing business or proposing to do business, in
2 accomplishing the work under the contract.

12-074

3 **15.3** CONTRACTOR shall not use for personal gain or make other improper use of
4 privileged information, which is acquired in connection with this contract. In this
5 connection, the term of "privileged information" includes, but is not limited to,
6 unpublished information relating to technological and scientific development;
7 medical, personnel, or security records of the individuals; anticipated materials
8 requirements or pricing actions; and knowledge of selection of contractors or
9 subcontractors in advance of official announcement.

10 **15.4** CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, and
entertainment directly or indirectly to COUNTY employees.

11 **16. MONITORING** - CONTRACTOR hereby agrees to establish procedures for self
12 monitoring and shall permit an appropriate official of the COUNTY, State or Federal
13 government to monitor, assess or evaluate CONTRACTOR'S performance under this
14 Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

15 **17. AUDITS** - CONTRACTOR shall give the federal government, the General Accounting
16 Office, the Comptroller General of the United States, and Riverside County, through any
17 authorized representative, access to and the right to examine all paper or electronic
18 records, books, papers, or documents related to this Agreement; and will establish a
19 proper accounting system in accordance with generally accepted accounting standards or
ATAA directives.

20 **18. TERMINATION :**

21 **18.1** COUNTY or CONTRACTOR may terminate this Agreement without cause upon
22 10 days written notice served upon the COUNTY or CONTRACTOR stating the extent
23 and effective date of termination.

24 **18.2** COUNTY, with five (5) days written notice, may terminate this agreement for
25 CONTRACTOR'S default or if CONTRACTOR refuses or fails to comply with the
26 provisions of this Agreement or fails to make progress to endanger performance and does
27 not cure such failure within a reasonable period. In the event of such termination, the
28 COUNTY may proceed with the work in any manner deemed proper to COUNTY.

18.3 After receipt of the Notice of Termination pursuant to section 18.1 or 18.2 above,
CONTRACTOR shall:

1 **18.3.1** Stop all work under this Agreement on the date specified in the Notice of
2 Termination;

3 **18.3.2** Transfer to COUNTY and deliver in the manner, and to the extent, if
4 any, as directed by COUNTY, any equipment, data or reports which, if
5 the Agreement had been completed, would have been required to be
6 furnished to COUNTY;

7 **18.4** After termination pursuant to section 18.1 or 18.2 above, COUNTY shall
8 make payment for all services performed in accordance with this Agreement to
9 the date of termination, a total amount which bears the same ratio to the total
10 maximum fee otherwise payable under this Agreement as the services actually
11 bear to the total services necessary for performance of this Agreement.

12 **18.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S
13 rights under this Agreement shall terminate (except for fees accrued prior to the
14 date of termination) upon dishonesty, or a willful or material breach of this
15 Agreement. CONTRACTOR'S unwillingness or inability for any reasons
16 whatsoever to perform the duties hereunder; or if the Agreement results in
17 termination pursuant to section 18, CONTRACTOR shall not be entitled to any
18 further compensation under this Agreement.

19 **18.6** The rights and remedies of COUNTY provided in this section shall not be
20 exclusive and are in addition to any other rights and remedies provided by law or
21 under this Agreement.

22 **19. FORCE MAJEURE-** Neither Party shall be liable nor deemed to be in default for any
23 delay or failure in performance under this Agreement or other interruption of service or
24 employment deemed resulting, directly or indirectly, from acts of God.

25 **20. NONDISCRIMINATION AND ELIGIBILITY:**

26 **20.1** The CONTRACTOR shall not discriminate in the provision of services, allocation
27 of benefits, accommodation in facilities, or employment of personnel, on the basis
28 of ethnic group identification, race, color, creed, ancestry, religion, national
 origin, sexual preference, sex, age (over 40), marital status, medical attention, or
 physical or mental handicap, and shall comply with all other requirements of law
 regarding nondiscrimination and affirmative action including those laws

1 pertaining to the prohibition of discrimination against qualified handicapped 12-074
2 persons in all programs or activities.

3 **20.2** For the purpose of this Agreement, distinctions on the grounds of race, religion,
4 color, sex, national origin, age, or physical or mental handicap include, but are not
5 limited to, the following:

6 **20.2.1** Denying an eligible person or providing to an eligible person any services
7 or benefit which is different, or is provided in a different manner or at a
8 different time from that provided to other eligible persons under this
9 Agreement.

10 **20.2.2** Subjecting an eligible person to segregation or separate treatment in any
11 matter related to his receipt of any service, except when necessary for
12 infection control.

13 **20.2.3** Restricting an eligible person in any way in the enjoyment of any
14 advantage or privilege enjoyed by others receiving a similar service or
15 benefit.

16 **20.2.4** Treating an eligible person differently from others in determining whether
17 she/he satisfied any eligibility, membership, or other requirement or
18 condition which individuals must meet in order to be provided a similar
19 service or benefit.

20 **20.2.5** The assignment of times or places for the provision of services on the
21 basis of race, religion, color, sex, national origin, age, or physical or
22 mental handicap of the eligible person to be served.

23 **21. CONFLICT OF INTEREST** - CONTRACTOR and CONTRACTOR'S employees
24 shall have no interest, and shall not acquire any interest, direct or indirect, which will
25 conflict in any manner or degree with the performance of services required under this
26 Agreement.

27 **22. ALTERATION:**

28 **22.1** COUNTY must forward and secure prior approval from ATAA (via OES) for any
 CONTRACTOR requests for modifications/alterations that are material
 deviations from Exhibit A. If ATAA approves, COUNTY will notify
 CONTRACTOR and execute an amendment to this Agreement that reflects the
 material modification.

1 22.2 No alteration or variation of the terms of this Agreement shall be valid unless¹²⁻⁰⁷⁴
2 made in writing and signed by the parties hereto, and no oral understanding or
3 agreement not incorporated herein, shall be binding on any of the parties hereto.

4 22.3 Only the County Board of Supervisors or the County Purchasing Agent may
5 authorize any alteration or revision of this Agreement. The parties expressly
6 recognize that COUNTY personnel are without authorization to either change or
7 waive any requirements of this Agreement.

8 23. **SEVERABILITY**- If any provision in this Agreement is held by a court of competent
9 jurisdiction to be invalid, void or unenforceable, the remaining provisions will
10 nevertheless continue in full force without being impaired or invalidated in any way.

11 24. **ASSIGNMENT** - CONTRACTOR may not delegate the obligations hereunder, either in
12 whole or in part, without prior written consent of COUNTY provided, however,
13 obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried
14 out by means of subcontracts if approved by COUNTY. No subcontract shall terminate
15 or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.
16 CONTRACTOR may not assign the rights hereunder, either in whole or in part, without
17 the prior written consent of COUNTY. Any attempted assignment or delegation in
18 derogation of this paragraph shall be void. A change in the business structure of
19 CONTRACTOR, including but not limited to, change in the majority ownership, change
20 in the form of CONTRACTOR'S business organization, management of
21 CONTRACTOR, CONTRACTOR'S ownership of other business dealing with
22 CONTRACTOR under this Agreement, or filing of bankruptcy by CONTRACTOR, shall
23 be deemed an assignment for purposes of this paragraph.

24 25. **ADMINISTRATION** - The COUNTY Director of the Community Health Agency, or
25 designee, shall administer this Agreement on behalf of the COUNTY.

26 26. **WAIVER** - Any waiver by COUNTY of any breach of any one or more of the terms of
27 this Agreement shall not be construed to be a waiver of any subsequent or other breach of
28 the same or of any other term thereof. Failure on the part of the COUNTY to require
exact, full and complete compliance with any terms of this Agreement shall not be
construed as in any manner changing the terms hereof or stopping COUNTY from
enforcement hereof.

1 **27. JURISDICTION, VENUE, ATTORNEY FEES-** This Agreement shall be governed²⁻⁰⁷⁴
2 by, and construed in accordance with, the laws of the State of California.

3 CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the
4 State of California for all

5 purposes regarding this Agreement and further agrees and consents that venue of any
6 action brought hereunder shall be exclusively in the County of Riverside, California.

7 **28. CAPTIONS AND PARAGRAPH HEADINGS -** Captions and paragraph headings
8 used in this Agreement are for convenience only and are not a part of this Agreement and
9 shall not be used in construing this Agreement.

10 **29. NOTICES-** All correspondence and notices required or contemplated by this
11 Agreement shall be delivered to the respective parties at the addresses set forth below
12 and are deemed submitted one day after their deposit in the United States mail, postage
13 prepaid:

14 **COUNTY:**

15 County of Riverside, Community Health Agency

16 Internal Support Contracts Administration

17 4065 County Circle Drive

18 Riverside, CA 92503

19 **CONTRACTOR:**

20 City of Riverside Fire Department

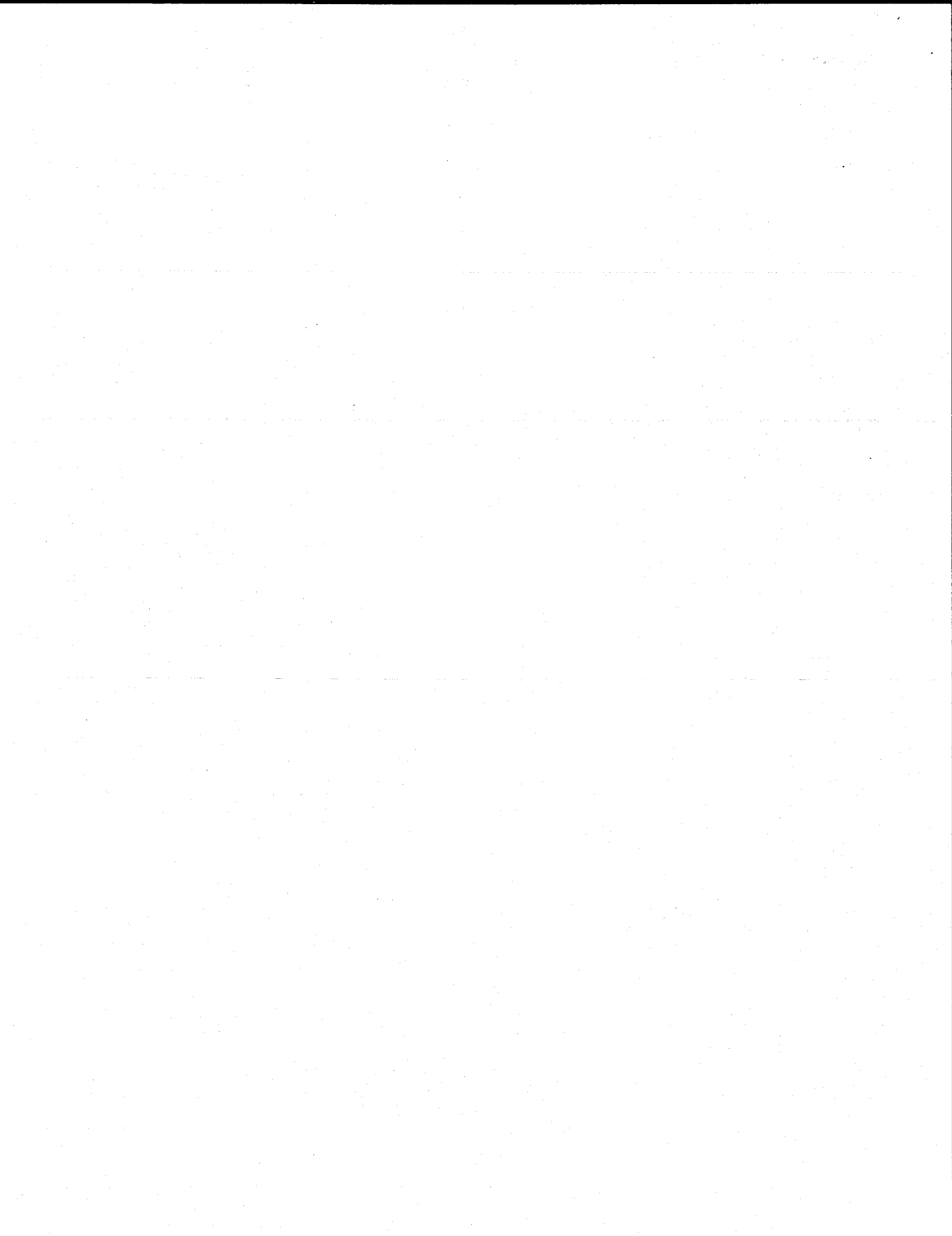
21 3085 Saint Lawrence Street

22 Riverside, CA 92504

23 Attn: Steven Earley, Fire Chief

24 or to such other address(es) as the parties may hereafter designate.

25 **30. ENTIRE AGREEMENT.** This Agreement, including any Exhibits and Attachments,
26 constitutes the entire agreement of the parties hereto with respect to its subject matter and
27 supersedes all prior and contemporaneous representations, proposals, discussions and
28 communications, whether oral or in writing.



1
2 **EXHIBIT A**

3 **SCOPE OF WORK**

4
5 Fire Department Hazardous Materials Teams (CONTRACTOR) shall provide services
6 outlined and specified as follows:

7
8 **1. Project Description:**

9 **1.1 Spending Plan**

10 **1.1.1** CONTRACTOR shall adhere to the spending plan as outlined in
11 Attachment A.

12 **1.2 Exercises/Drills**

13 **1.2.1** CONTRACTOR must participate in a minimum of 75% of all CHOG
14 sponsored exercises/drills; unless an emergency response precludes team
15 participation, to be eligible for reimbursement.

16 **1.2.2** Scope and duration of the training and exercises shall be determined and
17 specified by the CHOG committee.

18 **1.2.3** The exercises/drills shall be on the following dates:

19 **1.2.3.1** March 2012

20 **1.2.3.2** June 2012

21 **1.2.3.3** September 2012

22 **1.2.3.4** December 2012

23 **1.3 Meeting Schedule**

24 **1.3.1** CONTRACTOR must participate in a minimum of 75% of all CHOG
25 meetings

26 **1.3.2** The meetings shall be on the following dates:

27 **1.3.2.1** March 2012

28 **1.3.2.2** June 2012

1.3.2.3 September 2012

1.3.2.4 December 2012



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2 **1.3.3** Additional meetings shall be determined by the CHOG committee

3 **1.3.4** Agenda and duration of the meeting shall be determined and specified by
4 the CHOG committee.

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6 **2. Suspension.** COUNTY may suspend CONTRACTOR'S funding, in whole or in part,
7 for the following reasons:

8 **2.1** Failure to participate in a minimum of 75% of all CHOG sponsored trainings and
9 exercises as outlined in Section 1.2.3, Exercises/Drills, above unless an
10 emergency response precludes team participation.

11 **2.2** Failure to participate in a minimum of 75% of all CHOG meetings as outlined in
12 Section 1.3.2, Meeting Schedule, above unless an emergency response precludes
13 team participation.

14 **2.3** Failure to submit for reimbursement and include all required backup
15 documentation.

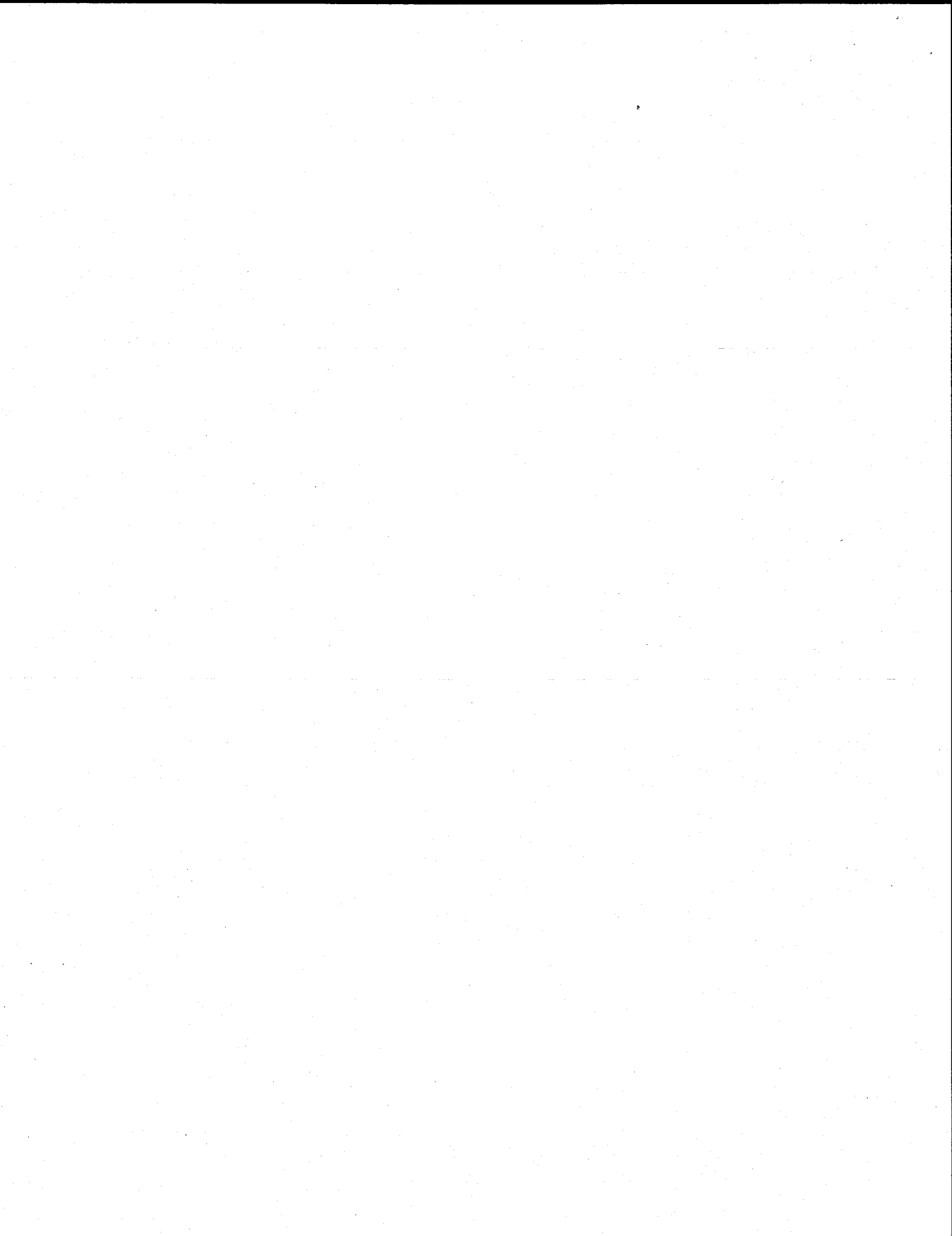
16 **2.4** Failure to comply with Anti-Terrorism Approval Authority (ATAA) requirements
17 or other statutory requirements set forth in the 2011 Homeland Security Grant
18 Program (HSGP) guidance.

(see http://www.fema.gov/pdf/government/grant/2011/fy11_hsgp_kit.pdf)

19 **2.5** In the event of such suspension, CONTRACTOR shall be entitled to
20 reimbursement for previous participations.

21
22 **3. Disputes.**

23 **3.1** The parties shall deal in good faith and attempt to resolve potential disputes
24 informally. If the dispute persists, the CONTRACTOR shall submit to COUNTY
25 a written demand for a final decision regarding the disposition of the dispute
26 between the parties arising under, related to or involving this Agreement, unless
27 the COUNTY, on its own initiative, has already rendered such a final decision. If
28 the CONTRACTOR is not satisfied with the decision of COUNTY, the
CONTRACTOR may appeal the decision to the Office of Emergency Services
(OES) and/or ATAA.



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3.2 Pending the final resolution of any dispute arising under, related to or involving this Agreement, CONTRACTOR agrees to diligently proceed with the performance of this Agreement. Failure of the CONTRACTOR to diligently proceed shall be considered a material breach of this Agreement.

3.3 Any final decision of the COUNTY, OES or ATAA shall be expressly identified as such, shall be in writing, and shall be signed by the Director of Public Health, Deputy Director, Office of Emergency Services, or ATAA representatives, as appropriate.

3.4 If CONTRACTOR is not satisfied with the whole or part of the decision, CONTRACTOR has the right to pursue legal actions.

4. **Supplanting** - CONTRACTOR agrees that funds reimbursed under this Agreement will be used to supplement existing funds and will not supplant (replace) non-federal funds.

///



EXHIBIT B

PAYMENT PROVISIONS

1. Amount Awarded

1.1 This Agreement is in an amount not to exceed sixty-seven thousand dollars (\$67,000) including all expenses.

1.2 Battalion Chief, Captain, Engineer and Firefighter classifications are eligible for reimbursement for overtime and backfill hours for participation in CHOG sponsored training and exercises.

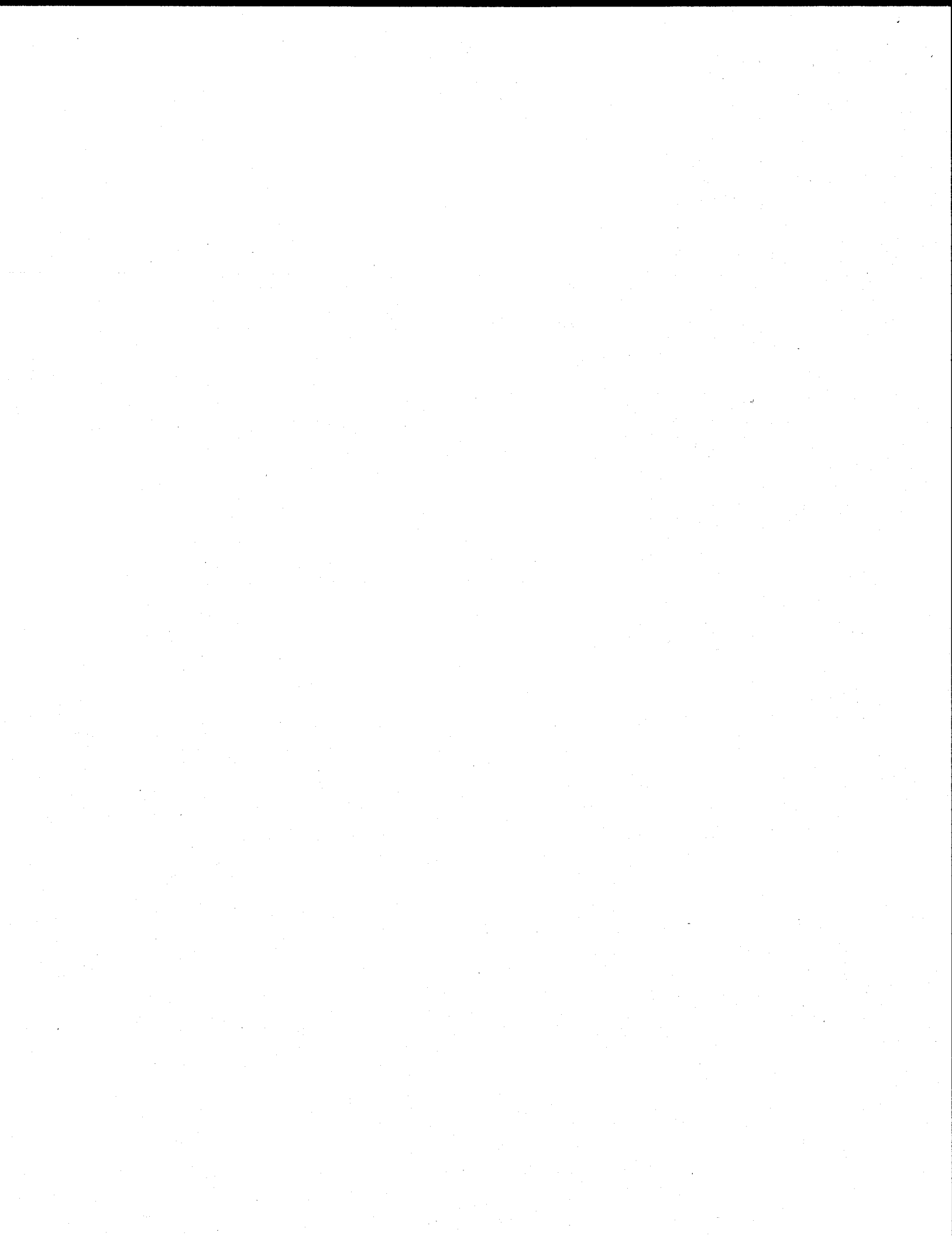
1.3 Spend according to spending plan.

2. Payment Request Process

2.1 COUNTY shall reimburse CONTRACTOR for services performed 30 NET working days after submission of invoice by CONTRACTOR. COUNTY is not responsible for any costs incurred above or beyond the Agreement amount.

2.2 Said reimbursement to CONTRACTOR shall be in accordance with periodic payment requests invoices, and other supporting documentation submitted to COUNTY by CONTRACTOR. Supporting documentation will be in the form of copies of original invoices, receipts, purchase orders, bids, certificates, equipment inventory tracking sheets, packing slips and time sheets that document overtime and/or backfill costs incurred for participation in any CHOG sponsored training or exercise. CONTRACTOR is eligible for participation in any of the training/exercises outlined in Exhibit A.

2.3 Each invoice shall contain a minimum of the following information:
Agency name, agreement number; remittance address; summary of hours (names, ranks, dates, hours, salary, and benefits) for all staff participating in a CHOG approved training or exercise; copies of timesheets; copies of certificates earned (if applicable); copies of purchase orders; copies of bids (if applicable); copies of vendor invoices; copies of packing slips; copies of receipts, and the equipment inventory tracking sheet. In the State of California, government agencies are not allowed to pay late charges, per Government Codes, Section 926.10.



1 2.4 CONTRACTOR shall ensure that grant funds are only used for allowable, fair²⁻⁰⁷⁴
2 and reasonable costs.

3 2.5 CONTRACTOR shall promptly return to COUNTY all funds received which
4 exceed the approved, actual expenditures as identified in this Agreement. Failure to
5 spend within the performance period will result in forfeiture of funds.

6 2.6 The original invoice and supporting documentation will be sent to:

7
8 **Address:**

9 Riverside County Community Health Agency
10 ISS Fiscal Accounts Payable
11 P.O. BOX 7849
12 Riverside, CA 92513-7849

13 **Copy:**

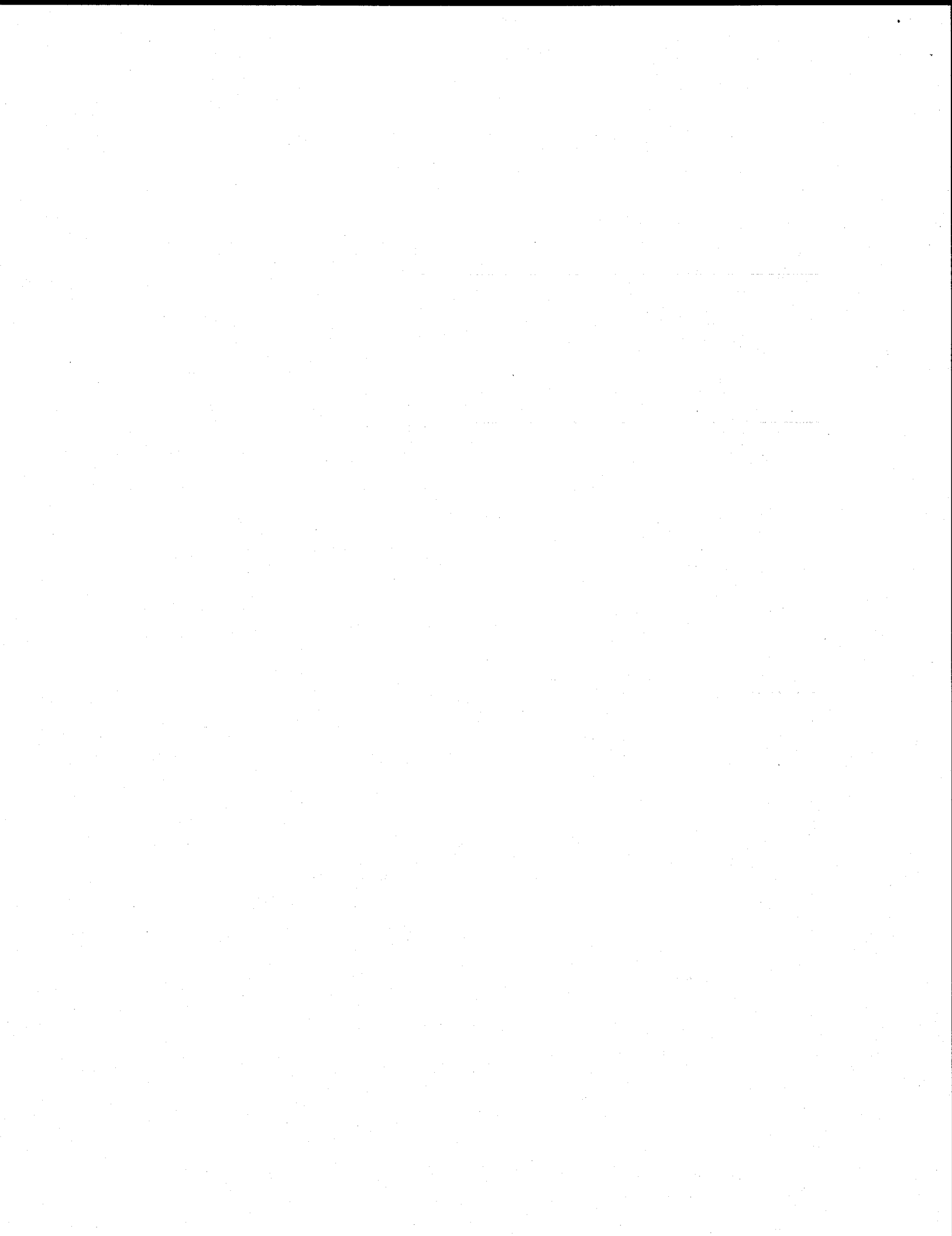
14 Riverside County Department of Public Health
15 Public Health Emergency Preparedness and Response Branch
16 Attn: Kim Saruwatari
17 PO Box 7600
18 Riverside, CA 92513-7600

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20 // // //



CHOG Draft Spending Plan
 HS 2011
 Riverside
 ATTACHMENT A

Description (training title, equipment name, CHOG exercise, etc)		AEL # (find at: https://www.rkb.us)		OT Costs	Backfill Costs	Expenses	Total Dollar Amount	Comments
EQUIPMENT		Equipment Costs	OT Costs	Backfill Costs	Expenses	Total Dollar Amount	Comments	
* 1 - Air/vapor chemical sampling/evidence kit. (HazMat (Dust IV Monitor kit) includes annual calibration	07CS-01-KAVC	4,869				4,869		
* 1 - Flame Ionization Detector (FID) for point detection of volatile organic compounds (VOC) DIQ Code: [D] includes accessories and extended warranty	07CD-01-DPFI	11,495				11,495		
TRAINING								
Riverside - Hazmat Technician Modules A, B, C, D			12,960	10,000	6,000	28,960		
Riverside - Hazmat Assistant Safety Officer Class			3,000	5,200		8,200		
Riverside - Hazmat IC Class			3,000			3,000		
EXERCISES								
Riverside - CHOG Meetings and Exercises			6,502			6,502		
Riverside - Total						67,000		



COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

WHEN DOCUMENT IS FULLY EXECUTED RETURN
FOR COUNTY USE ONLY
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010



COUNTY DEPT/DIVISION CHA/Public Health Emergency Preparedness and Response		CONTRACT NO. 12-075	RFP NO. N/A
FUND: 10000	DEPARTMENT IDs: 4200102100	PROJECT-GRANT HS100091	PROGRAM N/A
CLASS/LOCATION: 6610-33201		CONTRACT AMOUNT \$67,000	ACCOUNT NO. 525440
PERIOD OF PERFORMANCE: November 18, 2011 through January 30, 2014			
COUNTY CONTACT: Kim Saruwatari (951) 358-7100		CONTRACTOR REPRESENTATIVE: John Medina, Fire Chief (951) 736-2379	
PROGRAM NAME: CHOG - 11			

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, [Public Health Emergency Preparedness and Response], hereinafter referred to as ("COUNTY"), and **City of Corona Fire Department** hereinafter referred to as ("CONTRACTOR").

WITNESSETH:

WHEREAS, the State of California has allocated funds from the U.S. Homeland Security to Riverside COUNTY Operational Area (OA) to assist the State with its effort to prepare to terrorist attack and other major disasters; and

WHEREAS, the COUNTY'S Board of Supervisors appointed a five-member Anti-Terrorism Approval Authority (ATAA) to manage the distribution of Homeland Security Grant Program (HSGP) funding; and

WHEREAS, CONTRACTOR is a Board appointed member to the ATAA committee.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 13, Exhibit A, consisting of three (3) page(s) Exhibit B, consisting of two (2) page(s), and Attachment A, consisting of two (2) page(s), attached hereto and incorporated herein.

CONTRACTOR

City of Corona Fire Department

COUNTY

By _____

By _____
Susan Harrington, Director of Public Health

Print Name _____

Print Name _____

Date _____

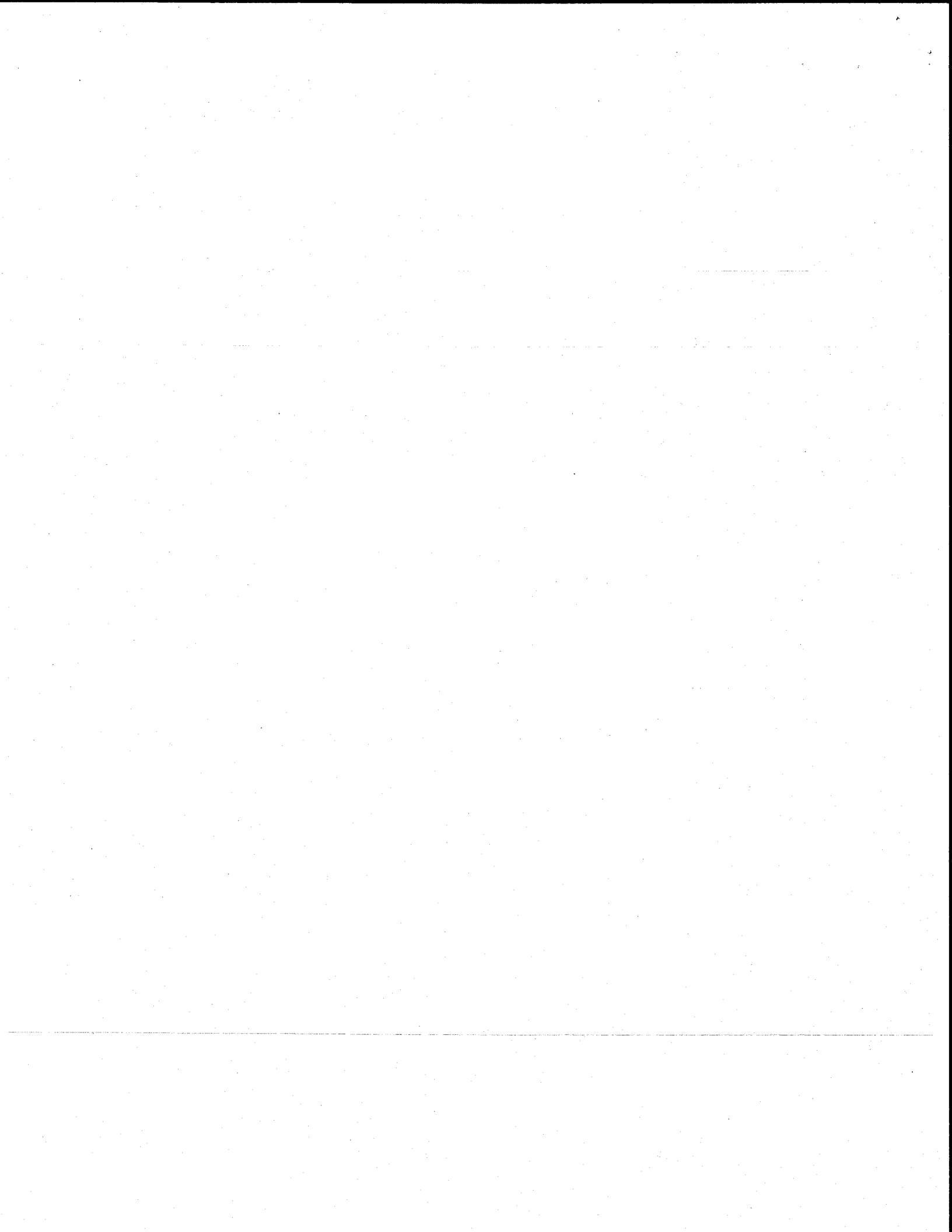
Date _____

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS

DATE: 3/19/12

3,11 APR 10 2012



1. **BACKGROUND:**

- 1.1 The United States Department of Homeland Security awarded 2011 Homeland Security Grant Program, grant funds to California to enhance the State's ability to prepare for, prevent, and respond to terrorist attacks and other major disasters.
- 1.2 The State of California allocated funds from this grant to Riverside County Operational Area, hereafter referred to as "OA", so that the OA can assist the State with its effort to prepare for, prevent, and respond to terrorist attacks and other major disasters
- 1.3 The Riverside County Board of Supervisors appointed a five-member Anti Terrorism Approval Authority, hereafter referred to as "ATAA", to manage the distribution of Homeland Security Grant Program funding and authorized the Riverside County Fire Department Office of Emergency Services, hereafter referred to as "OES", to serve as the lead agency on behalf of the OA.
- 1.4 The Homeland Security Grant Funding to reimburse the CONTRACTOR for participation in drills, training- sponsored by the County-wide HazMat Operations Group, hereafter referred to as "CHOG", and other hazardous material related drills, training and equipment as allowed by the State's Homeland Security Grant Program.

2. **DEFINITIONS:**

- 2.1 Material Deviation: Requests of such a significant nature that knowledge of the item merits attention or would affect the ATAA's decision-making process.
- 2.2 Sole Source: The supply of a good or service from only one supplier.

3. **DESCRIPTION OF SERVICES** - CONTRACTOR shall provide all services as outlined and specified in Exhibit A, SCOPE OF WORK (SOW), and Attachment A, SPENDING PLAN, attached hereto and by this reference incorporated herein.

4. **PERIOD OF PERFORMANCE** - This Agreement shall be effective from November 18, 2011 and continue to be in effect through January 30, 2014.

5. **COMPENSATION:**

- 5.1 In consideration of services provided by CONTRACTOR pursuant to Exhibit A,

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- 5.2 SCOPE OF WORK, and Attachment A, SPENDING PLAN, attached hereto and incorporated herein, CONTRACTOR shall be entitled to receive payment as specified in Exhibit B, PAYMENT PROVISIONS, attached hereto and incorporated herein.
- 5.3 Payment by COUNTY to CONTRACTOR shall not exceed sixty-seven thousand dollars (\$67,000), including all expenses.
- 5.3 This Agreement shall be deemed terminated and of no further force and effect immediately on receipt of COUNTY'S notification by CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to reimbursement of its costs.
- 5.4 No legal liability on the part of the COUNTY shall arise for payment beyond the agreement's period of performance as stated in Section 4, PERIOD OF PERFORMANCE, nor beyond the maximum amount of compensation as stated in Section 5.3 above.

6. **HOLD HARMLESS/INDEMNIFICATION:**

- 6.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnities' from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnities' from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnities in any claim or action based upon such alleged acts or omissions.
- 6.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use

counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnities as set forth herein.

6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

6.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnities herein from third party claims.

6.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnities to the fullest extent allowed by law.

7. **INDEPENDENT CONTRACTOR** - It is the parties' intention that CONTRACTOR is an independent CONTRACTOR and not an employee of the COUNTY, and in conformity, therewith that CONTRACTOR shall retain sole and absolute discretion and judgment in the manner and means of carrying out his/her duties. Therefore, CONTRACTOR is fully aware no relationship of employer-employee exists between the parties hereto. CONTRACTOR shall not be entitled to any benefits payable to employees of COUNTY including COUNTY Workers' Compensation benefits. COUNTY is not required to make any deductions from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent CONTRACTOR, CONTRACTOR hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer- employee relationship exists because of this Agreement.

8. **LIABILITY INSURANCE** - Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

1 **8.1 Workers' Compensation:**

12-075

2 If the CONTRACTOR has employees as defined by the State of California,
3 the CONTRACTOR shall maintain statutory Workers' Compensation
4 Insurance (Coverage A) as prescribed by the laws of the State of California.
5 Policy shall include Employers' Liability (Coverage B) including Occupational
6 Disease with limits not less than \$1,000,000 per person per accident. The
7 policy shall be endorsed to waive subrogation in favor of The County of
8 Riverside, and, if applicable, to provide a Borrowed Servant/Alternate
9 Employer Endorsement.

10 **8.2 Commercial General Liability:**

11 Commercial General Liability insurance coverage, including but not limited to,
12 premises liability, contractual liability, products and completed operations
13 liability, personal and advertising injury, and cross liability coverage, covering
14 claims which may arise from or out of CONTRACTOR'S performance of its
15 obligations hereunder. Policy shall name the County of Riverside, its
16 Agencies, Districts, Special Districts, and Departments, their respective
17 directors, officers, Board of Supervisors, employees, elected or appointed
18 officials, agents or representatives as Additional Insured's. Policy's limit of
19 liability shall not be less than \$1,000,000 per occurrence combined single
20 limit. If such insurance contains a general aggregate limit, it shall apply
21 separately to this agreement or be no less than two (2) times the occurrence
22 limit.

23 **8.3 Vehicle Liability:**

24 If vehicles or mobile equipment are used in the performance of the
25 obligations under this Agreement, then CONTRACTOR shall maintain liability
26 insurance for all owned, non-owned or hired vehicles so used in an amount
27 not less than \$1,000,000 per occurrence combined single limit. If such
28 insurance contains a general aggregate limit, it shall apply separately to this
 agreement or be no less than two (2) times the occurrence limit. Policy shall
 name the County of Riverside, its Agencies, Districts, Special Districts, and
 Departments, their respective directors, officers, Board of Supervisors,
 employees, elected or appointed officials, agents or representatives as

1 Additional Insured's.

2 **8.4 General Insurance Provisions - All lines** - For all insurances coverage
3 provided by a commercial insurance carrier, policies shall comply with the
4 following general insurance provisions:

5 **8.4.1.** Any insurance carrier providing insurance coverage hereunder shall be
6 admitted to the State of California and have an A M BEST rating of not
7 less than A: VIII (A:8) unless such requirements are waived, in writing,
8 by the County Risk Manager. If the County's Risk Manager waives a
9 requirement for a particular insurer such waiver is only valid for that
10 specific insurer and only for one policy term.

11 **8.4.2.** The CONTRACTOR'S insurance carrier(s) must declare its insurance
12 self-insured retentions. If such self-insured retentions exceed \$500,000
13 per occurrence such retentions shall have the prior written consent of the
14 County Risk Manager before the commencement of operations under this
15 Agreement. Upon notification of self insured retention unacceptable to
16 the COUNTY, and at the election of the Country's Risk Manager,
17 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-
18 insured retention as respects this Agreement with the COUNTY, or 2)
19 procure a bond which guarantees payment of losses and related
20 investigations, claims administration, and defense costs and expenses.

21 **8.4.3** CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to
22 furnish the County of Riverside with either 1) a properly executed
23 original Certificate(s) of Insurance and certified original copies of
24 Endorsements effecting coverage as required herein, and 2) if requested
25 to do so orally or in writing by the County Risk Manager, provide
26 original Certified copies of policies including all Endorsements and all
27 attachments thereto, showing such insurance is in full force and effect.
28 Further, said Certificate(s) and policies of insurance shall contain the
covenant of the insurance carrier(s) that thirty (30) days written notice
shall be given to the County of Riverside prior to any material
modification, cancellation, expiration or reduction in coverage of such

1 insurance. In the event of a material modification, cancellation, 12-075
2 expiration, or reduction in coverage, this Agreement shall terminate
3 forthwith, unless the County of Riverside receives, prior to such effective
4 date, another properly executed original Certificate of Insurance and
5 original copies of endorsements or certified original policies, including
6 all endorsements and attachments thereto evidencing coverage's set forth
7 herein and the insurance required herein is in full force and effect.

8 CONTRACTOR shall not commence operations until the COUNTY has
9 been furnished original Certificate (s) of Insurance
10 and certified original copies of endorsements and if requested, certified
11 original policies of insurance including all endorsements and any and all
12 other attachments as required in this Section. An individual authorized
13 by the insurance carrier to do so on its behalf shall sign the original
14 endorsements for each policy and the Certificate of Insurance.

15 **8.4.4** It is understood and agreed to by the parties hereto that the
16 CONTRACTOR'S insurance shall be construed as primary insurance,
17 and the COUNTY'S insurance and/or deductibles and/or self-insured
18 retention's or self-insured programs shall not be construed as
19 contributory.

20 **8.4.5.** If, during the term of this Agreement or any extension thereof, there is a
21 material change in the scope of services; or, there is a material change in
22 the equipment to be used in the performance of the scope of work which
23 will add additional exposures (such as the use of aircraft, watercraft,
24 cranes, etc.); or, the term of this Agreement, including any extensions
25 thereof, exceeds five (5) years the COUNTY reserves the right to adjust
26 the types of insurance required under this Agreement and the monetary
27 limits of liability for the insurance coverage's currently required herein,
28 if; in the County Risk Manager's reasonable judgment, the amount or
type of insurance carried by the CONTRACTOR has become inadequate.

8.4.6. CONTRACTOR shall pass down the insurance obligations contained
herein to all tiers of subcontractors working under this Agreement.

1 8.4.7. The insurance requirements contained in this Agreement may be met²⁻⁰⁷⁵
2 with a program(s) of self-insurance acceptable to the COUNTY.

3 8.4.8. CONTRACTOR agrees to notify COUNTY of any claim by a third
4 party or any incident or event that may give rise to a claim arising from
5 the performance of this Agreement.

6 9. **LICENSE:**

7 9.1 CONTRACTOR shall, through the term of this Agreement, maintain all licenses
8 necessary for the provision of the services hereunder and required by the laws and
9 regulations of the United States, the State of California, County of Riverside, and
10 all other governmental agencies. CONTRACTOR shall notify COUNTY
11 immediately, in writing, of inability to obtain or maintain such license. Said
12 inability shall be cause for termination of this Agreement.

13 9.2 CONTRACTOR shall ensure that CONTRACTOR'S employees, agents and
14 other CONTRACTOR'S performing services under the terms of this Agreement
15 are in compliance with all relative licensing requirements. CONTRACTOR
16 hereby agrees to notify COUNTY immediately, in writing, of inability of
17 CONTRACTOR or any of CONTRACTOR'S employees, agents and other
18 CONTRACTOR'S, to obtain or maintain such license(s). Said inability shall be
19 cause for termination of this Agreement.

20 9.3 A copy of each such license, permit, approval, waiver, exemption, registration,
21 accreditation, and certificate shall be provided to Contracts Administration.

22 10. **OSHA REGULATIONS** - CONTRACTOR hereby certifies awareness of the
23 Occupational Safety and Health Administration (OSHA) standards and codes as set forth
24 by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and
25 regulations relating thereto, and verifies that all performance under this Agreement shall
26 be in compliance therewith.

27 11. **STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS) –**
28 CONTRACTOR shall comply with 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.

12. **NATIONAL INITIATIVES** - CONTRACTOR warrants and agrees to become fully
compliant with National Incident Management System (NIMS) in the timeframe

1 mandated by the federal government; and also support the Homeland Security 12-075
2 Presidential Directive-5 (HSPD-5) and National Response Plan.

3 **13. COMPLIANCE WITH STATUTES AND REGULATIONS - CONTRACTOR**

4 warrants and certifies that in the performance of this Agreement, CONTRACTOR will
5 comply with all applicable federal statutes, regulations, policies, guidelines, and
6 requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133,
7 E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative
8 Agreements contained in Title 28, Code of Federal Regulations, Part 66 or 70, which
9 govern the application, acceptance and use of federal funds for this federally-assisted
10 project.

11 **14. RECORDS AND DOCUMENTS:**

12 **14.1** CONTRACTOR shall make available, upon written request by any duly
13 authorized Federal, State or COUNTY agency, a copy of this grant Agreement and such
14 books, documents and records as are necessary to certify the nature and extent of the
15 costs of the services provided by CONTRACTOR. All such books and records shall be
16 maintained by CONTRACTOR for at least five years from termination of this
17 Agreement.

18 **14.2** CONTRACTOR to provide COUNTY with reports and information relative to
19 this grant Agreement and in accordance with terms set forth herein, as may be requested
20 by COUNTY.

21 **14.3** Failure to maintain all grant records for the required retention period could result
22 in a reduction of eligible grant activities, and an invoice to return costs associated with
23 the unsupported activities.

24 **15. CONDUCT OF CONTRACTOR:**

25 **15.1** CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S
26 interest, in any, which are or which the CONTRACTOR believes to be
27 incompatible with any interest of the COUNTY.

28 **15.2** CONTRACTOR shall not, under circumstances, which might reasonably be
interpreted as an attempt to influence the recipient in the conduct of his duties,
accept any gratuity or special favor from individuals or organizations with whom
the CONTRACTOR is doing business or proposing to do business, in
accomplishing the work under the contract.

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15.3 CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with this contract. In this connection, the term of "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of contractors or subcontractors in advance of official announcement.

15.4 CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

16. **MONITORING** - CONTRACTOR hereby agrees to establish procedures for self monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, assess or evaluate CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

17. **AUDITS** - CONTRACTOR shall give the federal government, the General Accounting Office, the Comptroller General of the United States, and Riverside County, through any authorized representative, access to and the right to examine all paper or electronic records, books, papers, or documents related to this Agreement; and will establish a proper accounting system in accordance with generally accepted accounting standards or ATAA directives.

18. **TERMINATION** :

18.1 COUNTY or CONTRACTOR may terminate this Agreement without cause upon 10 days written notice served upon the COUNTY or CONTRACTOR stating the extent and effective date of termination.

18.2 COUNTY, with five (5) days written notice, may terminate this agreement for CONTRACTOR'S default or if CONTRACTOR refuses or fails to comply with the provisions of this Agreement or fails to make progress to endanger performance and does not cure such failure within a reasonable period. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper to COUNTY.

18.3 After receipt of the Notice of Termination pursuant to section 18.1 or 18.2 above,

CONTRACTOR shall:

12-075

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2 **18.3.1** Stop all work under this Agreement on the date specified in the Notice of
3 Termination;

4 **18.3.2** Transfer to COUNTY and deliver in the manner, and to the extent, if
5 any, as directed by COUNTY, any equipment, data or reports which, if
6 the Agreement had been completed, would have been required to be
7 furnished to COUNTY;

8 **18.4** After termination pursuant to section 18.1 or 18.2 above, COUNTY shall
9 make payment for all services performed in accordance with this Agreement to
10 the date of termination, a total amount which bears the same ratio to the total
11 maximum fee otherwise payable under this Agreement as the services actually
12 bear to the total services necessary for performance of this Agreement.

13 **18.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S
14 rights under this Agreement shall terminate (except for fees accrued prior to the
15 date of termination) upon dishonesty, or a willful or material breach of this
16 Agreement. CONTRACTOR'S unwillingness or inability for any reasons
17 whatsoever to perform the duties hereunder; or if the Agreement results in
18 termination pursuant to section 18, CONTRACTOR shall not be entitled to any
19 further compensation under this Agreement.

20 **18.6** The rights and remedies of COUNTY provided in this section shall not be
21 exclusive and are in addition to any other rights and remedies provided by law or
22 under this Agreement.

23 **19. FORCE MAJEURE**- Neither Party shall be liable nor deemed to be in default for any
24 delay or failure in performance under this Agreement or other interruption of service or
25 employment deemed resulting, directly or indirectly, from acts of God.

26 **20. NONDISCRIMINATION AND ELIGIBILITY:**

27 **20.1** The CONTRACTOR shall not discriminate in the provision of services, allocation
28 of benefits, accommodation in facilities, or employment of personnel, on the basis
of ethnic group identification, race, color, creed, ancestry, religion, national
origin, sexual preference, sex, age (over 40), marital status, medical attention, or
physical or mental handicap, and shall comply with all other requirements of law
regarding nondiscrimination and affirmative action including those laws

1 pertaining to the prohibition of discrimination against qualified handicapped 12-075
2 persons in all programs or activities.

3 **20.2** For the purpose of this Agreement, distinctions on the grounds of race, religion,
4 color, sex, national origin, age, or physical or mental handicap include, but are not
5 limited to, the following:

6 **20.2.1** Denying an eligible person or providing to an eligible person any services
7 or benefit which is different, or is provided in a different manner or at a
8 different time from that provided to other eligible persons under this
9 Agreement.

10 **20.2.2** Subjecting an eligible person to segregation or separate treatment in any
11 matter related to his receipt of any service, except when necessary for
12 infection control.

13 **20.2.3** Restricting an eligible person in any way in the enjoyment of any
14 advantage or privilege enjoyed by others receiving a similar service or
15 benefit.

16 **20.2.4** Treating an eligible person differently from others in determining whether
17 she/he satisfied any eligibility, membership, or other requirement or
18 condition which individuals must meet in order to be provided a similar
19 service or benefit.

20 **20.2.5** The assignment of times or places for the provision of services on the
21 basis of race, religion, color, sex, national origin, age, or physical or
22 mental handicap of the eligible person to be served.

23 **21. CONFLICT OF INTEREST - CONTRACTOR and CONTRACTOR'S employees**
24 shall have no interest, and shall not acquire any interest, direct or indirect, which will
25 conflict in any manner or degree with the performance of services required under this
26 Agreement.

27 **22. ALTERATION:**

28 **22.1** COUNTY must forward and secure prior approval from ATAA (via OES) for any
 CONTRACTOR requests for modifications/alterations that are material
 deviations from Exhibit A. If ATAA approves, COUNTY will notify
 CONTRACTOR and execute an amendment to this Agreement that reflects the
 material modification.

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22.2 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

22.3 Only the County Board of Supervisors or the County Purchasing Agent may authorize any alteration or revision of this Agreement. The parties expressly recognize that COUNTY personnel are without authorization to either change or waive any requirements of this Agreement.

23. **SEVERABILITY**- If 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.

24. **ASSIGNMENT** - CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts if approved by COUNTY. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CONTRACTOR, including but not limited to, change in the majority ownership, change in the form of CONTRACTOR'S business organization, management of CONTRACTOR, CONTRACTOR'S ownership of other business dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.

25. **ADMINISTRATION** - The COUNTY Director of the Community Health Agency, or designee, shall administer this Agreement on behalf of the COUNTY.

26. **WAIVER** - Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or stopping COUNTY from enforcement hereof.

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27. **JURISDICTION, VENUE, ATTORNEY FEES**- This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Riverside, California.

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28. **CAPTIONS AND PARAGRAPH HEADINGS** - Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

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29. **NOTICES** - All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one day after their deposit in the United States mail, postage prepaid:

16

COUNTY:

17 County of Riverside, Community Health Agency
18 Internal Support Contracts Administration
19 4065 County Circle Drive
20 Riverside, CA 92503

21

CONTRACTOR:

22 Corona Fire Department
23 400 South Vicentia Avenue
24 Corona, CA 92882
25 Attn: Fire Chief

or to such other address(es) as the parties may hereafter designate.

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30. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits and Attachments, constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing.



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EXHIBIT A

SCOPE OF WORK

Fire Department Hazardous Materials Teams (CONTRACTOR) shall provide services outlined and specified as follows:

1. Project Description:

1.1 Spending Plan

1.1.1 CONTRACTOR shall adhere to the spending plan as outlined in Attachment A.

1.2 Exercises/Drills

1.2.1 CONTRACTOR must participate in a minimum of 75% of all CHOG sponsored exercises/drills; unless an emergency response precludes team participation, to be eligible for reimbursement.

1.2.2 Scope and duration of the training and exercises shall be determined and specified by the CHOG committee.

1.2.3 The exercises/drills shall be on the following dates:

1.2.3.1 March 2012

1.2.3.2 June 2012

1.2.3.3 September 2012

1.2.3.4 December 2012

1.3 Meeting Schedule

1.3.1 CONTRACTOR must participate in a minimum of 75% of all CHOG meetings

1.3.2 The meetings shall be on the following dates:

1.3.2.1 March 2012

1.3.2.2 June 2012

1.3.2.3 September 2012

1.3.2.4 December 2012



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2 1.3.3 Additional meetings shall be determined by the CHOG committee

3 1.3.4 Agenda and duration of the meeting shall be determined and specified by
4 the CHOG committee.

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6 **2. Suspension.** COUNTY may suspend CONTRACTOR'S funding, in whole or in part,
7 for the following reasons:

8 2.1 Failure to participate in a minimum of 75% of all CHOG sponsored trainings and
9 exercises as outlined in Section 1.2.3, Exercises/Drills, above unless an
10 emergency response precludes team participation.

11 2.2 Failure to participate in a minimum of 75% of all CHOG meetings as outlined in
12 Section 1.3.2, Meeting Schedule, above unless an emergency response precludes
13 team participation.

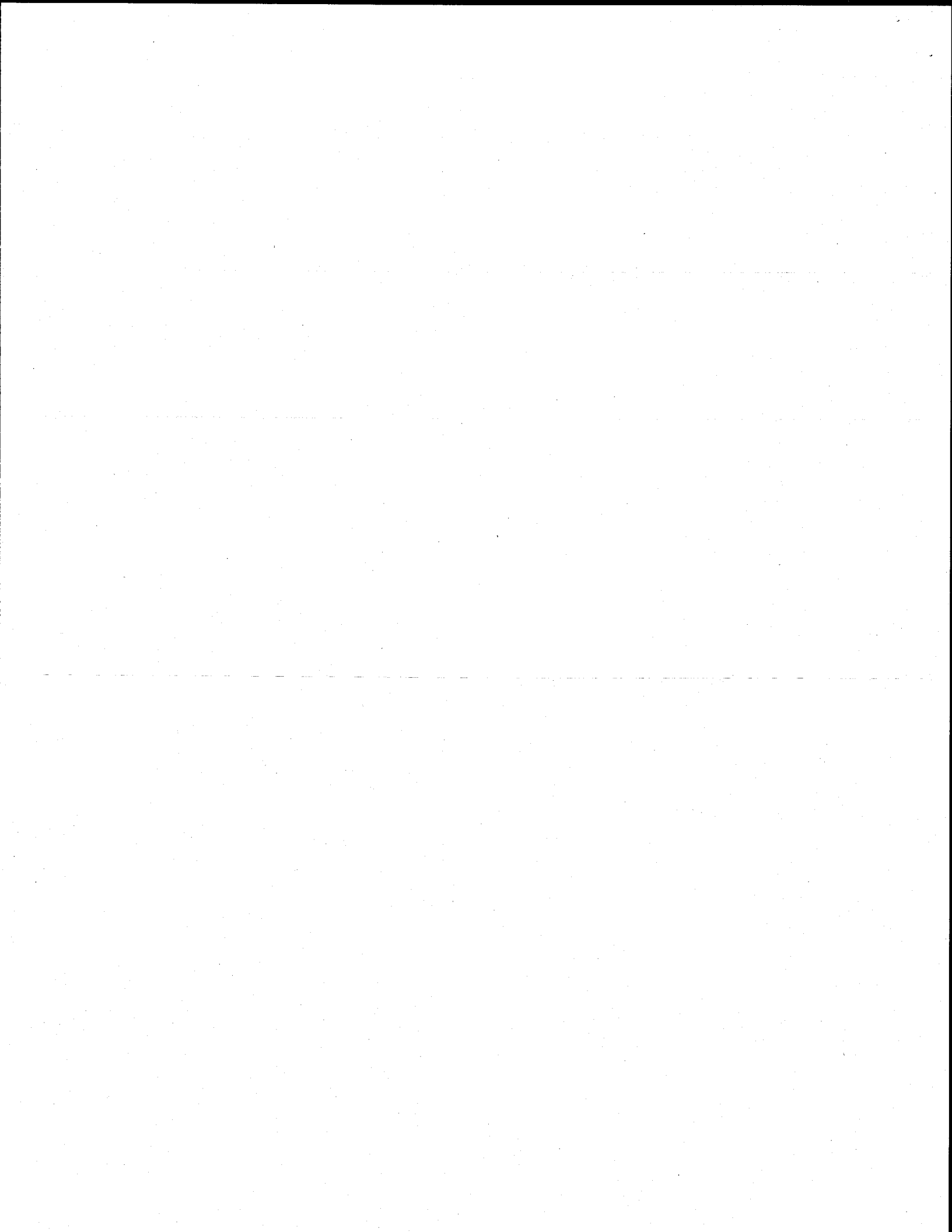
14 2.3 Failure to submit for reimbursement and include all required backup
15 documentation.

16 2.4 Failure to comply with Anti-Terrorism Approval Authority (ATAA) requirements
17 or other statutory requirements set forth in the 2010 Homeland Security Grant Program
18 (HSGP) guidance (see http://www.fema.gov/pdf/government/grant/2011/fv11_hsgp_kit.pdf)

19 2.5 In the event of such suspension, CONTRACTOR shall be entitled to
20 reimbursement for previous participations.

21 **3. Disputes.**

22 3.1 The parties shall deal in good faith and attempt to resolve potential disputes
23 informally. If the dispute persists, the CONTRACTOR shall submit to COUNTY
24 a written demand for a final decision regarding the disposition of the dispute
25 between the parties arising under, related to or involving this Agreement, unless
26 the COUNTY, on its own initiative, has already rendered such a final decision. If
27 the CONTRACTOR is not satisfied with the decision of COUNTY, the
28 CONTRACTOR may appeal the decision to the Office of Emergency Services
(OES) and/or ATAA.



1 3.2 Pending the final resolution of any dispute arising under, related to or involving⁰⁷⁵
2 this Agreement, CONTRACTOR agrees to diligently proceed with the
3 performance of this Agreement. Failure of the CONTRACTOR to diligently
4 proceed shall be considered a material breach of this Agreement.

5 3.3 Any final decision of the COUNTY, OES or ATAA shall be expressly identified
6 as such, shall be in writing, and shall be signed by the Director of Public Health,
7 Deputy Director, Office of Emergency Services, or ATAA representatives, as
8 appropriate.

9 3.4 If CONTRACTOR is not satisfied with the whole or part of the decision,
10 CONTRACTOR has the right to pursue legal actions.

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12 4. **Supplanting** - CONTRACTOR agrees that funds reimbursed under this Agreement will
13 be used to supplement existing funds and will not supplant (replace) non-federal funds.
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EXHIBIT B

PAYMENT PROVISIONS

1. Amount Awarded

1.1 This Agreement is in an amount not to exceed sixty-seven thousand dollars (\$67,000) including all expenses.

1.2 Battalion Chief, Captain, Engineer and Firefighter classifications are eligible for reimbursement for overtime and backfill hours for participation in CHOG sponsored trainings and exercises.

1.3 Spend according to spending plan.

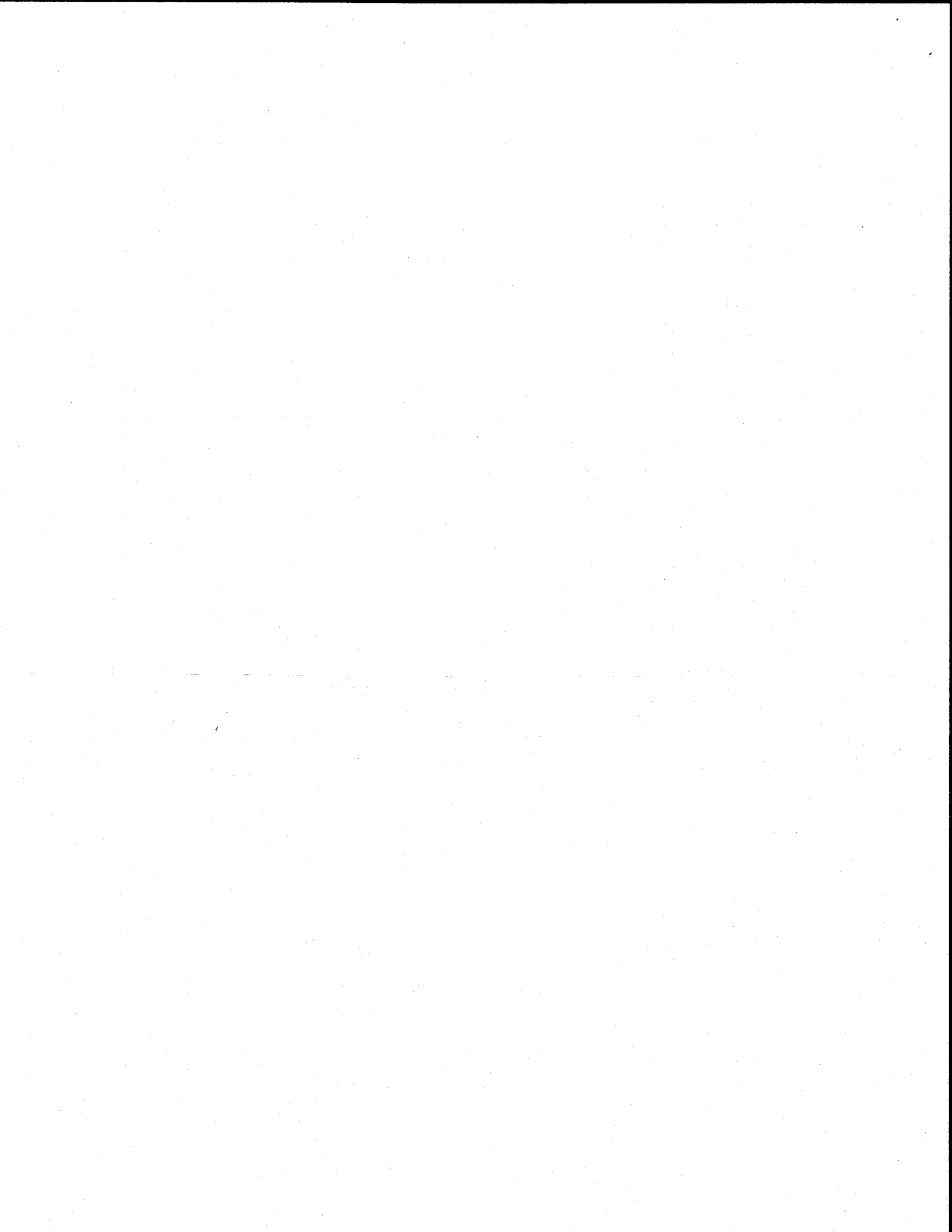
2. Payment Request Process

2.1 COUNTY shall reimburse CONTRACTOR for services performed 30 NET working days after submission of invoice by CONTRACTOR. COUNTY is not responsible for any costs incurred above or beyond the Agreement amount.

2.2 Said reimbursement to CONTRACTOR shall be in accordance with periodic payment requests invoices, and other supporting documentation submitted to COUNTY by CONTRACTOR. Supporting documentation will be in the form of copies of original invoices, receipts, equipment inventory tracking sheets, packing slips and time sheets that document overtime and/or backfill costs incurred for participation in any CHOG sponsored training or exercise. CONTRACTOR is eligible for participation in any of the training/exercises outlined in Exhibit A.

2.3 Each invoice shall contain a minimum of the following information:

Agreement number; remittance address; summary of hours (names, ranks, dates, hours, salary, and benefits) for all staff participating in a CHOG approved training or exercise; copies of timesheets; copies of certificates earned (if applicable); copies of vendor invoices; copies of packing slips; copies of receipts, and the equipment inventory tracking sheet. In the State of California, government agencies are not allowed to pay late charges, per Government Codes, Section 926.10.



1 2.4 CONTRACTOR shall ensure that grant funds are only used for allowable, fair²⁻⁰⁷⁵
and reasonable costs.

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4 2.5 CONTRACTOR shall promptly return to COUNTY all funds received which
5 exceed the approved, actual expenditures as identified in this Agreement. Failure to
6 spend within the performance period will result in forfeiture of funds.

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8 2.6 The original invoice and supporting documentation will be sent to:

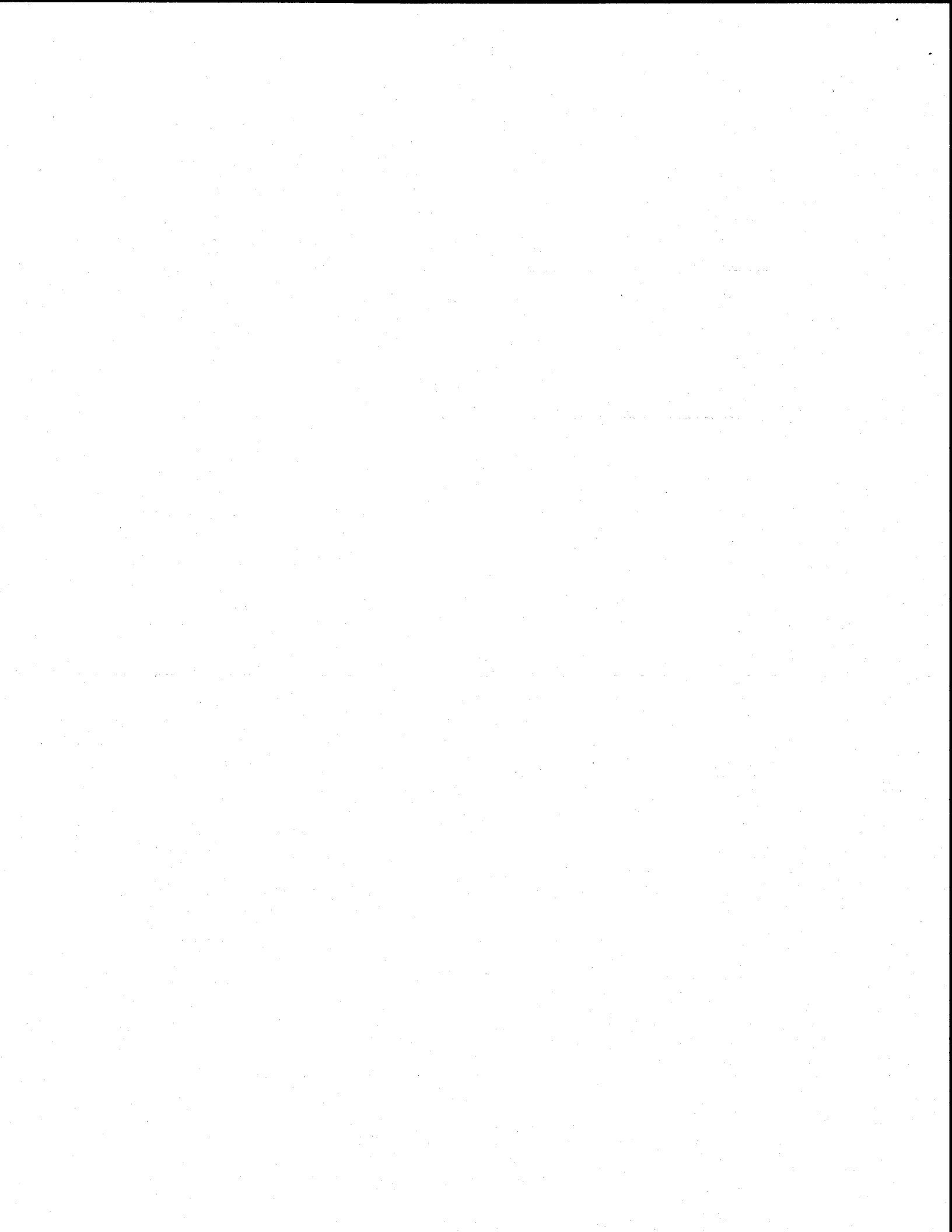
9
10 **Address:**

11 Riverside County Community Health Agency
12 ISS Fiscal Accounts Payable
13 P.O. BOX 7849
14 Riverside, CA 92513-7849

15 **Copy:**

16 Riverside County Department of Public Health
17 Public Health Emergency Preparedness and Response Branch
18 Attn: Kim Saruwatari
19 PO Box 7600
20 Riverside, CA 92513-7600

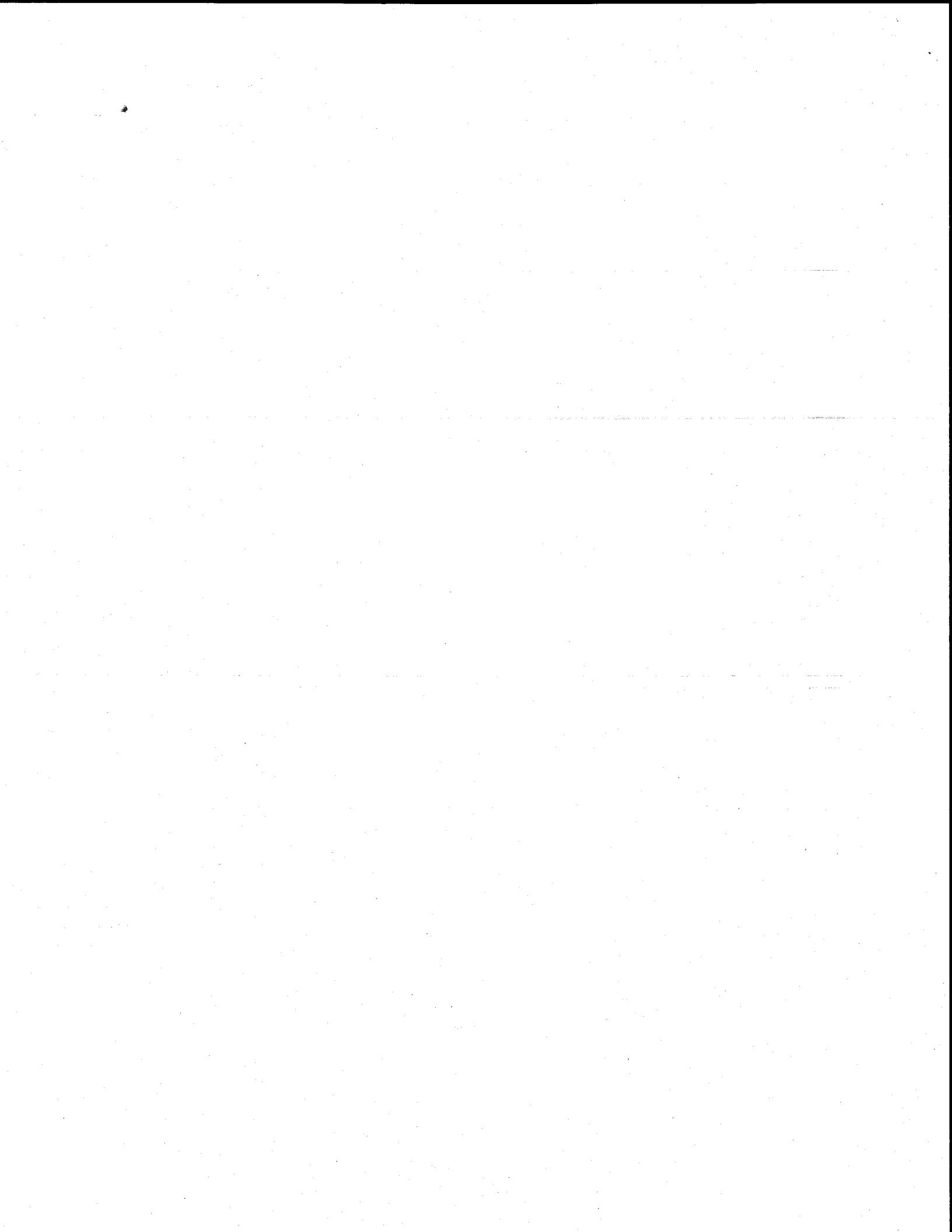
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Description	Tracking #	AEL	Equipment Costs	Overtime	Backfill	Expenses	Total
Equipment							
Corona - Absorbent Booms and Pads (170 gallon absorbant capacity) for decon purposes used in the decon corridor (1)		08D2-01-LDCD	\$ 1,000.00				\$ 1,000.00
Corona - Dell Computer - Installed inside the Haz Mat Response Vehicle. Has all of our reference programs such as CAMEO, MAPLOT, WISER, DOT ERG, and Chempendium installed on it. Will be connected to the internet via an aircard.		04HW-01-INHW	\$ 2,000.00				\$ 2,000.00
Corona - Detector CGI's - Micro Max (1 unit with sensors and battery packs)		07CD-01-DPMG	\$ 2,600.00				\$ 2,600.00
Corona - Radiological Dosimeters - Canberra (3 units with mounts and chargers)		07RD-01-EPD	\$ 3,800.00				\$ 3,800.00
Corona - Stretchers - Haz Mat SKED (1 ea.)		09ME-05-LITR	\$ 350.00				\$ 350.00
Corona - Multimedia Camera Kit		03SR-03-SCAM	\$ 450.00				\$ 450.00
Corona - Nonsparking Tool Kit - putty knife, shears, pipe wrench 24" and 14", long nose pliers, crescent wrench, wire cutters, screwdriver set, square point shovel, round point shovel, sledge		03OE-04-KITL	\$ 2,000.00				\$ 2,500.00
Corona - Hand Tools - scoop shovel large and small, tape measure, chisel set, punch pins		03SR-02-TLHN	\$ 350.00				\$ 350.00
Corona - Liquid and Solid Sampling Kit - Collwasa Tubes, Pipettes, Tongs, Forceps, Short Stem Funnel, Spatula, Spoons, Drum syphon pump, amber		07CS-01-KSCS	\$ 1,000.00				\$ 1,000.00
Corona - Overpack containers		19GN-00-OPCK	\$ 250.00				\$ 250.00
Corona - Leak Control Kit - Drum containment basin, drum repair kit, chrome drum repair kit, ultra drain plug		03OE-03-KTCL	\$ 1,000.00				\$ 1,000.00
Corona - Grounding cable		03OE-04-GRCA	\$ 700.00				\$ 700.00
Corona - Grounding rods		03OE-04-GRRD	\$ 200.00				\$ 200.00



Description	Tracking #	AEL	Equipment Costs	Overtime	Backfill	Expenses	Total
Training							
Corona - CA Continuing Challenge (Sacramento) - 4 personnel				\$ 3,900.00	\$ 3,900.00	\$ 2,000.00	\$ 9,800.00
Corona - Terrorist Railcar Training (CO) - 13 personnel				\$ 13,000.00	\$ 13,000.00		\$ 26,000.00
Corona - IRTB Training (NM) - 2 personnel				\$ 2,500.00	\$ 2,500.00		\$ 5,000.00
EXERCISES							
Corona - CHOG exercises				\$ 5,000.00	\$ 5,000.00		\$ 10,000.00
Totals							\$ 67,000.00



COUNTY OF RIVERSIDE
COMMUNITY HEALTH AGENCY

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
FOR COUNTY USE ONLY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147



COUNTY DEPT/DIVISION CHA/Public Health Emergency Preparedness and Response		CONTRACT NO. 12-076	RFP NO. N/A
FUND: 10000	DEPARTMENT IDs: 4200102100	PROJECT-GRANT HS100091	PROGRAM N/A
CLASS/LOCATION: 6610-33201		CONTRACT AMOUNT \$67,000	ACCOUNT NO. 525440
PERIOD OF PERFORMANCE: November 18, 2011 through January 30, 2014			
COUNTY CONTACT: Kim Saruwatari (951) 358-7100		CONTRACTOR REPRESENTATIVE: Chief Joseph Morris (951) 765-2450	
PROGRAM NAME: CHOG - 11			

This agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Community Health Agency, [Public Health Emergency Preparedness and Response], hereinafter referred to as ("COUNTY"), and **City of Hemet Fire Department** hereinafter referred to as ("CONTRACTOR").

WITNESSETH:

WHEREAS, the State of California has allocated funds from the U.S. Homeland Security to Riverside COUNTY Operational Area (OA) to assist the State with its effort to prepare to terrorist attack and other major disasters; and

WHEREAS, the COUNTY'S Board of Supervisors appointed a five-member Anti-Terrorism Approval Authority (ATAA) to manage the distribution of Homeland Security Grant Program (HSGP) funding; and

WHEREAS, CONTRACTOR is a Board appointed member to the ATAA committee.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 14, Exhibit A, consisting of three (3) page(s) Exhibit B, consisting of two (2) page(s), and Attachment A, consisting of one (1) page attached hereto and incorporated herein.

CONTRACTOR
City of Hemet

COUNTY

By _____

By _____
Susan Harrington, Director of Public Health

Print Name _____

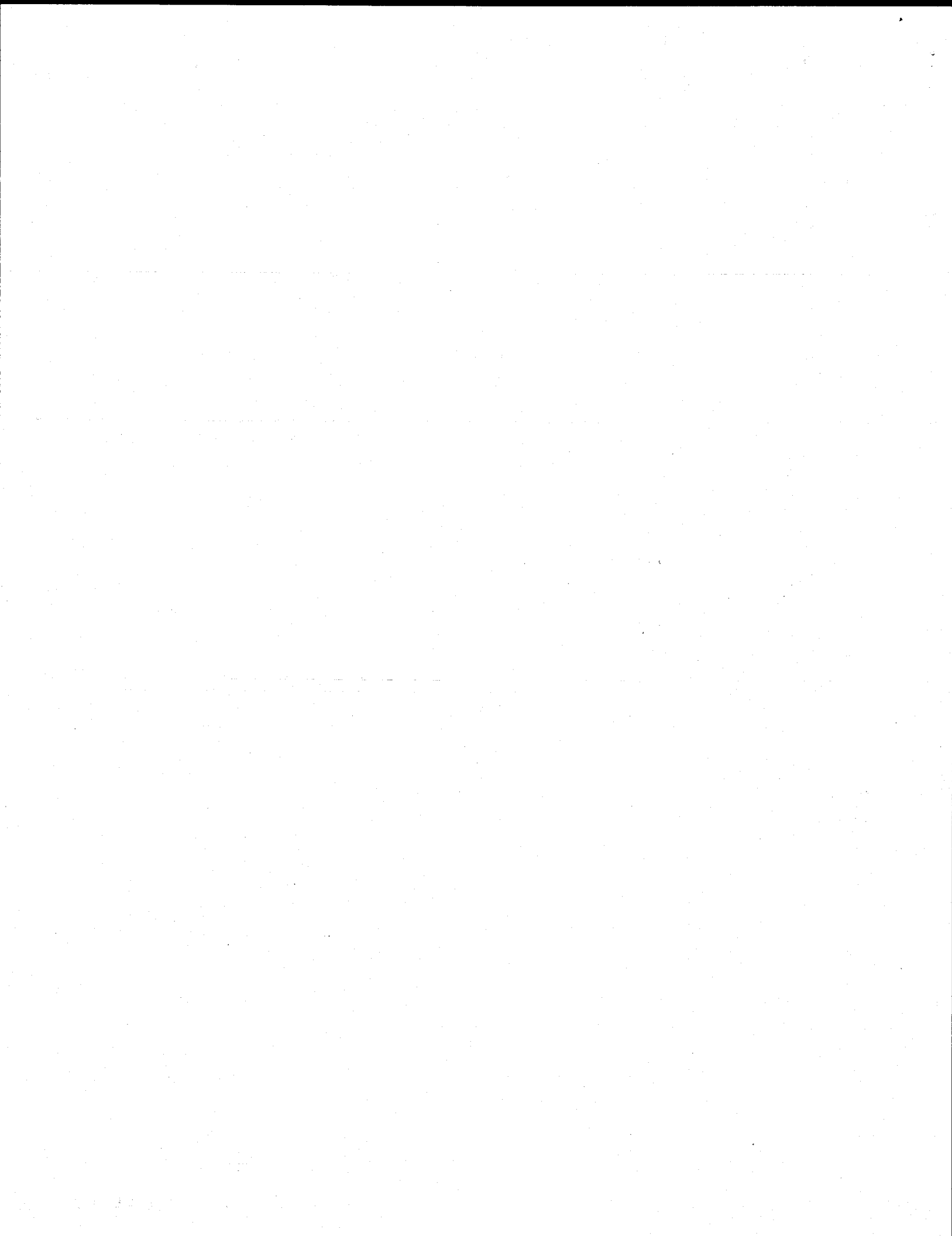
Print Name _____

Date _____

Date _____

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 3/11/12
NEAL R. KIPNIS DATE

3/11 APR 10 2012



1 **1. BACKGROUND:**

- 2 **1.1** The United States Department of Homeland Security awarded 2011
3 Homeland Security Grant Program, grant funds to California to enhance the
4 State's ability to prepare for, prevent, and respond to terrorist attacks and other
5 major disasters.
- 6 **1.2** The State of California allocated funds from this grant to Riverside County
7 Operational Area, hereafter referred to as "OA", so that the OA can assist the
8 State with its effort to prepare for, prevent, and respond to terrorist attacks and
9 other major disasters
- 10 **1.3** The Riverside County Board of Supervisors appointed a five-member Anti
11 Terrorism Approval Authority, hereafter referred to as "ATAA", to manage the
12 distribution of Homeland Security Grant Program funding and authorized the
13 Riverside County Fire Department Office of Emergency Services, hereafter
14 referred to as "OES", to serve as the lead agency on behalf of the OA.
- 15 **1.4** The Homeland Security Grant Funding to reimburse the CONTRACTOR for
16 participation in drills, training- sponsored by the County-wide HazMat Operations
17 Group, hereafter referred to as "CHOG", and other hazardous material related
18 drills, training and equipment as allowed by the State's Homeland Security Grant
19 Program.

20 **2. DEFINITIONS:**

- 21 **2.1** Material Deviation: Requests of such a significant nature that knowledge of the
22 item merits attention or would affect the ATAA's decision-making process.
- 23 **2.2** Sole Source: The supply of a good or service from only one supplier.

24 **3. DESCRIPTION OF SERVICES - CONTRACTOR shall provide all services as**
25 outlined and specified in Exhibit A, SCOPE OF WORK (SOW), and Attachment A,
26 SPENDING PLAN, attached hereto and by this reference incorporated herein.

27 **4. PERIOD OF PERFORMANCE - This Agreement shall be effective from November**
28 18, 2011 and continue to be in effect through January 30, 2014.

1
2 **5. COMPENSATION:**

3 **5.1** In consideration of services provided by CONTRACTOR pursuant to Exhibit A,
4 SCOPE OF WORK, and Attachment A, SPENDING PLAN, attached hereto and
5 incorporated herein, CONTRACTOR shall be entitled to receive payment as
6 specified in Exhibit B, PAYMENT PROVISIONS, attached hereto and
7 incorporated herein.
8

9 **5.2** Payment by COUNTY to CONTRACTOR shall not exceed sixty-seven thousand
10 dollars (\$67,000), including all expenses.

11 **5.3** This Agreement shall be deemed terminated and of no further force and effect
12 immediately on receipt of COUNTY'S notification by CONTRACTOR. In the
13 event of such termination, CONTRACTOR shall be entitled to reimbursement of
14 its costs.

15 **5.4** No legal liability on the part of the COUNTY shall arise for payment beyond the
16 agreement's period of performance as stated in Section 4, PERIOD OF
17 PERFORMANCE, nor beyond the maximum amount of compensation as stated
18 in Section 5.2 above.

19 **6. HOLD HARMLESS/INDEMNIFICATION:**

20 **6.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its
21 Agencies, Districts, Special Districts and Departments, their respective directors,
22 officers, Board of Supervisors, elected and appointed officials, employees, agents
23 and representatives (individually and collectively hereinafter referred to as
24 Indemnities' from any liability whatsoever, based or asserted upon any services
25 of CONTRACTOR, its officers, employees, subcontractors, agents or
26 representatives arising out of or in any way relating to this Agreement, including
27 but not limited to property damage, bodily injury, or death or any other element
28 of any kind or nature whatsoever arising from the performance of
CONTRACTOR, its officers, employees, subcontractors, agents or
representatives Indemnities' from this Agreement. CONTRACTOR shall defend,
at its sole expense, all costs and fees including, but not limited, to attorney fees,

1 cost of investigation, defense and settlements or awards, the Indemnities in any
2 claim or action based upon such alleged acts or omissions.

3 **6.2** With respect to any action or claim subject to indemnification herein by
4 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use
5 counsel of their own choice and shall have the right to adjust, settle, or
6 compromise any such action or claim without the prior consent of COUNTY;
7 provided, however, that any such adjustment, settlement or compromise in no
8 manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to
9 Indemnities as set forth herein.

10 **6.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR
11 has provided to COUNTY the appropriate form of dismissal relieving COUNTY
12 from any liability for the action or claim involved.

13 **6.4** The specified insurance limits required in this Agreement shall in no way limit or
14 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the
15 Indemnities herein from third party claims.

16 **6.5** In the event there is conflict between this clause and California Civil Code
17 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
18 Such interpretation shall not relieve the CONTRACTOR from indemnifying the
19 Indemnities to the fullest extent allowed by law.

20 **7. INDEPENDENT CONTRACTOR** - It is the parties' intention that CONTRACTOR is
21 an independent CONTRACTOR and not an employee of the COUNTY, and in
22 conformity, therewith that CONTRACTOR shall retain sole and absolute discretion and
23 judgment in the manner and means of carrying out his/her duties. Therefore,
24 CONTRACTOR is fully aware no relationship of employer-employee exists between the
25 parties hereto. CONTRACTOR shall not be entitled to any benefits payable to
26 employees of COUNTY including COUNTY Workers' Compensation benefits.
27 COUNTY is not required to make any deductions from the compensation payable to
28 CONTRACTOR under the provisions of this Agreement; and as an independent
CONTRACTOR, CONTRACTOR hereby holds COUNTY harmless from any and all

1 claims that may be made against COUNTY based upon any contention by any third party
2 that an employer- employee relationship exists because of this Agreement.
3

- 4 **8. LIABILITY INSURANCE –** Without limiting or diminishing the
5 CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless,
6 CONTRACTOR shall procure and maintain or cause to be maintained, at its sole
7 cost and expense, the following insurance coverage's during the term of this
8 Agreement.

9 **8.1 Workers' Compensation:**

10 If the CONTRACTOR has employees as defined by the State of California,
11 the CONTRACTOR shall maintain statutory Workers' Compensation
12 Insurance (Coverage A) as prescribed by the laws of the State of California.
13 Policy shall include Employers' Liability (Coverage B) including Occupational
14 Disease with limits not less than \$1,000,000 per person per accident. The
15 policy shall be endorsed to waive subrogation in favor of The County of
16 Riverside, and, if applicable, to provide a Borrowed Servant/Alternate
Employer Endorsement.

17 **8.2 Commercial General Liability:**

18 Commercial General Liability insurance coverage, including but not limited to,
19 premises liability, contractual liability, products and completed operations
20 liability, personal and advertising injury, and cross liability coverage, covering
21 claims which may arise from or out of CONTRACTOR'S performance of its
22 obligations hereunder. Policy shall name the County of Riverside, its
23 Agencies, Districts, Special Districts, and Departments, their respective
24 directors, officers, Board of Supervisors, employees, elected or appointed
25 officials, agents or representatives as Additional Insured's. Policy's limit of
26 liability shall not be less than \$1,000,000 per occurrence combined single
27 limit. If such insurance contains a general aggregate limit, it shall apply
28 separately to this agreement or be no less than two (2) times the occurrence
limit.

8.3 Vehicle Liability:

1 If vehicles or mobile equipment are used in the performance of the
2 obligations under this Agreement, then CONTRACTOR shall maintain liability
3 insurance for all owned, non-owned or hired vehicles so used in an amount
4 not less than \$1,000,000 per occurrence combined single limit. If such
5 insurance contains a general aggregate limit, it shall apply separately to this
6 agreement or be no less than two (2) times the occurrence limit. Policy shall
7 name the County of Riverside, its Agencies, Districts, Special Districts, and
8 Departments, their respective directors, officers, Board of Supervisors,
9 employees, elected or appointed officials, agents or representatives as
10 Additional Insured's.

11 **8.4 General Insurance Provisions - All lines** - For all insurances coverage
12 provided by a commercial insurance carrier, policies shall comply with the
13 following general insurance provisions:

14 **8.4.1.** Any insurance carrier providing insurance coverage hereunder shall be
15 admitted to the State of California and have an A M BEST rating of not
16 less than A: VIII (A:8) unless such requirements are waived, in writing,
17 by the County Risk Manager. If the County's Risk Manager waives a
18 requirement for a particular insurer such waiver is only valid for that
19 specific insurer and only for one policy term.

20 **8.4.2.** The CONTRACTOR'S insurance carrier(s) must declare its insurance
21 self-insured retentions. If such self-insured retentions exceed \$500,000
22 per occurrence such retentions shall have the prior written consent of the
23 County Risk Manager before the commencement of operations under this
24 Agreement. Upon notification of self insured retention unacceptable to
25 the COUNTY, and at the election of the Country's Risk Manager,
26 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-
27 insured retention as respects this Agreement with the COUNTY, or 2)
28 procure a bond which guarantees payment of losses and related
investigations, claims administration, and defense costs and expenses.

8.4.3 CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to
furnish the County of Riverside with either 1) a properly executed

1 original Certificate(s) of Insurance and certified original copies of
2 Endorsements effecting coverage as required herein, and 2) if requested
3 to do so orally or in writing by the County Risk Manager, provide
4 original Certified copies of policies including all Endorsements and all
5 attachments thereto, showing such insurance is in full force and effect.
6 Further, said Certificate(s) and policies of insurance shall contain the
7 covenant of the insurance carrier(s) that thirty (30) days written notice
8 shall be given to the County of Riverside prior to any material
9 modification, cancellation, expiration or reduction in coverage of such
10 insurance. In the event of a material modification, cancellation,
11 expiration, or reduction in coverage, this Agreement shall terminate
12 forthwith, unless the County of Riverside receives, prior to such effective
13 date, another properly executed original Certificate of Insurance and
14 original copies of endorsements or certified original policies, including
15 all endorsements and attachments thereto evidencing coverage's set forth
16 herein and the insurance required herein is in full force and effect.
17 CONTRACTOR shall not commence operations until the COUNTY has
18 been furnished original Certificate (s) of Insurance
19 and certified original copies of endorsements and if requested, certified
20 original policies of insurance including all endorsements and any and all
21 other attachments as required in this Section. An individual authorized
22 by the insurance carrier to do so on its behalf shall sign the original
23 endorsements for each policy and the Certificate of Insurance.

24 **8.4.4** It is understood and agreed to by the parties hereto that the
25 CONTRACTOR'S insurance shall be construed as primary insurance,
26 and the COUNTY'S insurance and/or deductibles and/or self-insured
27 retention's or self-insured programs shall not be construed as
28 contributory.

8.4.5. If, during the term of this Agreement or any extension thereof, there is a
material change in the scope of services; or, there is a material change in
the equipment to be used in the performance of the scope of work which

1 will add additional exposures (such as the use of aircraft, watercraft,
2 cranes, etc.); or, the term of this Agreement, including any extensions
3 thereof, exceeds five (5) years the COUNTY reserves the right to adjust
4 the types of insurance required under this Agreement and the monetary
5 limits of liability for the insurance coverage's currently required herein,
6 if; in the County Risk Manager's reasonable judgment, the amount or
7 type of insurance carried by the CONTRACTOR has become inadequate.

8 **8.4.6.** CONTRACTOR shall pass down the insurance obligations contained
9 herein to all tiers of subcontractors working under this Agreement.

10 **8.4.7.** The insurance requirements contained in this Agreement may be met
11 with a program(s) of self-insurance acceptable to the COUNTY.

12 **8.4.8.** CONTRACTOR agrees to notify COUNTY of any claim by a third
13 party or any incident or event that may give rise to a claim arising from
14 the performance of this Agreement.

15 **9. LICENSE:**

16 **9.1** CONTRACTOR shall, through the term of this Agreement, maintain all licenses
17 necessary for the provision of the services hereunder and required by the laws and
18 regulations of the United States, the State of California, County of Riverside, and
19 all other governmental agencies. CONTRACTOR shall notify COUNTY
20 immediately, in writing, of inability to obtain or maintain such license. Said
21 inability shall be cause for termination of this Agreement.

22 **9.2** CONTRACTOR shall ensure that CONTRACTOR'S employees, agents and
23 other CONTRACTOR'S performing services under the terms of this Agreement
24 are in compliance with all relative licensing requirements. CONTRACTOR
25 hereby agrees to notify COUNTY immediately, in writing, of inability of
26 CONTRACTOR or any of CONTRACTOR'S employees, agents and other
27 CONTRACTOR'S, to obtain or maintain such license(s). Said inability shall be
28 cause for termination of this Agreement.

9.3 A copy of each such license, permit, approval, waiver, exemption, registration,
accreditation, and certificate shall be provided to Contracts Administration.

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10. **OSHA REGULATIONS** - CONTRACTOR hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this Agreement shall be in compliance therewith.
11. **STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS) –**
CONTRACTOR shall comply with 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.
12. **NATIONAL INITIATIVES** - CONTRACTOR warrants and agrees to become fully compliant with National Incident Management System (NIMS) in the timeframe mandated by the federal government; and also support the Homeland Security Presidential Directive-5 (HSPD-5) and National Response Plan.
13. **COMPLIANCE WITH STATUTES AND REGULATIONS** - CONTRACTOR warrants and certifies that in the performance of this Agreement, CONTRACTOR will comply with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, and A-133, E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements contained in Title 28, Code of Federal Regulations, Part 66 or 70, which govern the application, acceptance and use of federal funds for this federally-assisted project.
14. **RECORDS AND DOCUMENTS:**
14.1 CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this grant Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CONTRACTOR. All such books and records shall be maintained by CONTRACTOR for at least five years from termination of this

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14.2 CONTRACTOR to provide COUNTY with reports and information relative to this grant Agreement and in accordance with terms set forth herein, as may be requested by COUNTY.

14.3 Failure to maintain all grant records for the required retention period could result in a reduction of eligible grant activities, and an invoice to return costs associated with the unsupported activities.

15. **CONDUCT OF CONTRACTOR:**

15.1 CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR'S interest, in any, which are or which the CONTRACTOR believes to be incompatible with any interest of the COUNTY.

15.2 CONTRACTOR shall not, under circumstances, which might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under the contract.

15.3 CONTRACTOR shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with this contract. In this connection, the term of "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selection of contractors or subcontractors in advance of official announcement.

15.4 CONTRACTOR or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

16. **MONITORING** - CONTRACTOR hereby agrees to establish procedures for self monitoring and shall permit an appropriate official of the COUNTY, State or Federal government to monitor, assess or evaluate CONTRACTOR'S performance under this Agreement upon reasonable notice to CONTRACTOR and at any reasonable time.

1 **17. AUDITS - CONTRACTOR shall give the federal government, the General Accounting Office, the Comptroller General of the United States, and Riverside County, through any**
2 authorized representative, access to and the right to examine all paper or electronic
3 records, books, papers, or documents related to this Agreement; and will establish a
4 proper accounting system in accordance with generally accepted accounting standards or
5 ATAA directives.

6
7 **18. TERMINATION :**

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9 **18.1** COUNTY or CONTRACTOR may terminate this Agreement without cause upon
10 10 days written notice served upon the COUNTY or CONTRACTOR stating the
11 extent and effective date of termination.

12 **18.2** COUNTY, with five (5) days written notice, may terminate this agreement for
13 CONTRACTOR'S default or if CONTRACTOR refuses or fails to comply with
14 the provisions of this Agreement or fails to make progress to endanger
15 performance and does not cure such failure within a reasonable period. In the
16 event of such termination, the COUNTY may proceed with the work in any
17 manner deemed proper to COUNTY.

18 **18.3** After receipt of the Notice of Termination pursuant to section 18.1 or 18.2 above,
19 CONTRACTOR shall:

20 **18.3.1** Stop all work under this Agreement on the date specified in the Notice of
21 Termination;

22 **18.3.2** Transfer to COUNTY and deliver in the manner, and to the extent, if
23 any, as directed by COUNTY, any equipment, data or reports which, if
24 the Agreement had been completed, would have been required to be
25 furnished to COUNTY;

26 **18.4** After termination pursuant to section 18.1 or 18.2 above, COUNTY shall
27 make payment for all services performed in accordance with this Agreement to
28 the date of termination, a total amount which bears the same ratio to the total
maximum fee otherwise payable under this Agreement as the services actually
bear to the total services necessary for performance of this Agreement.

18.5 Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S

1 rights under this Agreement shall terminate (except for fees accrued prior to the⁰⁷⁶
2 date of termination) upon dishonesty, or a willful or material breach of this
3 Agreement. CONTRACTOR'S unwillingness or inability for any reasons
4 whatsoever to perform the duties hereunder; or if the Agreement results in
5 termination pursuant to section 18, CONTRACTOR shall not be entitled to any
6 further compensation under this Agreement.

7 **18.6** The rights and remedies of COUNTY provided in this section shall not be
8 exclusive and are in addition to any other rights and remedies provided by law or
9 under this Agreement.

10
11 **19. FORCE MAJEURE**- Neither Party shall be liable nor deemed to be in default for any
12 delay or failure in performance under this Agreement or other interruption of service or
13 employment deemed resulting, directly or indirectly, from acts of God.

14 **20. NONDISCRIMINATION AND ELIGIBILITY:**

15 **20.1** The CONTRACTOR shall not discriminate in the provision of services, allocation
16 of benefits, accommodation in facilities, or employment of personnel, on the basis
17 of ethnic group identification, race, color, creed, ancestry, religion, national
18 origin, sexual preference, sex, age (over 40), marital status, medical attention, or
19 physical or mental handicap, and shall comply with all other requirements of law
20 regarding nondiscrimination and affirmative action including those laws
21 pertaining to the prohibition of discrimination against qualified handicapped
22 persons in all programs or activities.

23 **20.2** For the purpose of this Agreement, distinctions on the grounds of race, religion,
24 color, sex, national origin, age, or physical or mental handicap include, but are not
25 limited to, the following:

26 **20.2.1** Denying an eligible person or providing to an eligible person any services
27 or benefit which is different, or is provided in a different manner or at a
28 different time from that provided to other eligible persons under this
Agreement.

1 20.2.2 Subjecting an eligible person to segregation or separate treatment in any¹³⁻⁰⁷⁶
2 matter related to his receipt of any service, except when necessary for
3 infection control.

4 20.2.3 Restricting an eligible person in any way in the enjoyment of any
5 advantage or privilege enjoyed by others receiving a similar service or
6 benefit.

7 20.2.4 Treating an eligible person differently from others in determining whether
8 she/he satisfied any eligibility, membership, or other requirement or
9 condition which individuals must meet in order to be provided a similar
10 service or benefit.

11 20.2.5 The assignment of times or places for the provision of services on the
12 basis of race, religion, color, sex, national origin, age, or physical or
13 mental handicap of the eligible person to be served.

14 21. **CONFLICT OF INTEREST** - CONTRACTOR and CONTRACTOR'S employees
15 shall have no interest, and shall not acquire any interest, direct or indirect, which will
16 conflict in any manner or degree with the performance of services required under this
17 Agreement.

18 22. **ALTERATION:**

19 22.1 COUNTY must forward and secure prior approval from ATAA (via OES) for any
20 CONTRACTOR requests for modifications/alterations that are material
21 deviations from Exhibit A. If ATAA approves, COUNTY will notify
22 CONTRACTOR and execute an amendment to this Agreement that reflects the
23 material modification.

24 22.2 No alteration or variation of the terms of this Agreement shall be valid unless
25 made in writing and signed by the parties hereto, and no oral understanding or
26 agreement not incorporated herein, shall be binding on any of the parties hereto.

27 22.3 Only the County Board of Supervisors or the County Purchasing Agent may
28 authorize any alteration or revision of this Agreement. The parties expressly
recognize that COUNTY personnel are without authorization to either change or
waive any requirements of this Agreement.

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23. **SEVERABILITY**- If 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.
24. **ASSIGNMENT** - CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts if approved by COUNTY. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. Any attempted assignment or delegation in derogation of this paragraph shall be void. A change in the business structure of CONTRACTOR, including but not limited to, change in the majority ownership, change in the form of CONTRACTOR'S business organization, management of CONTRACTOR, CONTRACTOR'S ownership of other business dealing with CONTRACTOR under this Agreement, or filing of bankruptcy by CONTRACTOR, shall be deemed an assignment for purposes of this paragraph.
25. **ADMINISTRATION** - The COUNTY Director of the Community Health Agency, or designee, shall administer this Agreement on behalf of the COUNTY.
26. **WAIVER** - Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or stopping COUNTY from enforcement hereof.
27. **JURISDICTION, VENUE, ATTORNEY FEES**- This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the

1 State of California for all purposes regarding this Agreement and further agrees and
2 consents that venue of any action brought hereunder shall be exclusively in the County of
3 Riverside, California.
4

5 **28. CAPTIONS AND PARAGRAPH HEADINGS** - Captions and paragraph headings
6 used in this Agreement are for convenience only and are not a part of this Agreement and
7 shall not be used in construing this Agreement.
8

9 **29. NOTICES**- All correspondence and notices required or contemplated by this
10 Agreement shall be delivered to the respective parties at the addresses set forth below and
11 are deemed submitted one day after their deposit in the United States mail, postage
12 prepaid:

13 **COUNTY:**

14 County of Riverside, Community Health Agency
15 Internal Support Contracts Administration
16 4065 County Circle Drive
17 Riverside, CA 92503

18 **CONTRACTOR:**

19 City of Hemet Fire Department
20 510 E. Florida Avenue
21 Hemet, CA 92543
22 Attn: Chief Joseph Morris
23 jmorris@cityofhemet.org

24 or to such other address(es) as the parties may hereafter designate.
25

26 **30. ENTIRE AGREEMENT.** This Agreement, including any Exhibits and Attachments,
27 constitutes the entire agreement of the parties hereto with respect to its subject matter and
28 supersedes all prior and contemporaneous representations, proposals, discussions and
communications, whether oral or in writing.

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2 **EXHIBIT A**

3 **SCOPE OF WORK**

4
5 Fire Department Hazardous Materials Teams (CONTRACTOR) shall provide services
6 outlined and specified as follows:

7
8 **1. Project Description:**

9 **1.1 Spending Plan**

10 **1.1.1** CONTRACTOR shall adhere to the spending plan as outlined in
11 Attachment A.

12 **1.2 Exercises/Drills**

13 **1.2.1** CONTRACTOR must participate in a minimum of 75% of all CHOG
14 sponsored exercises/drills; unless an emergency response precludes team
15 participation, to be eligible for reimbursement.

16 **1.2.2** Scope and duration of the training and exercises shall be determined and
17 specified by the CHOG committee.

18 **1.2.3** The exercises/drills shall be on the following dates:

19 **1.2.3.1** March 2012

20 **1.2.3.2** June 2012

21 **1.2.3.3** September 2012

22 **1.2.3.4** December 2012

23 **1.3 Meeting Schedule**

24 **1.3.1** CONTRACTOR must participate in a minimum of 75% of all CHOG
25 meetings

26 **1.3.2** The meetings shall be on the following dates:

27 **1.3.2.1** March 2012

28 **1.3.2.2** June 2012

1.3.2.3 September 2012

1.3.2.4 December 2012



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2 **1.3.3** Additional meetings shall be determined by the CHOG committee

3 **1.3.4** Agenda and duration of the meeting shall be determined and specified by
4 the CHOG committee.

5
6 **2. Suspension.** COUNTY may suspend CONTRACTOR'S funding, in whole or in part,
7 for the following reasons:

8 **2.1** Failure to participate in a minimum of 75% of all CHOG sponsored trainings and
9 exercises as outlined in Section 1.2.3, Exercises/Drills, above unless an
10 emergency response precludes team participation.

11 **2.2** Failure to participate in a minimum of 75% of all CHOG meetings as outlined in
12 Section 1.3.2, Meeting Schedule, above unless an emergency response precludes
13 team participation.

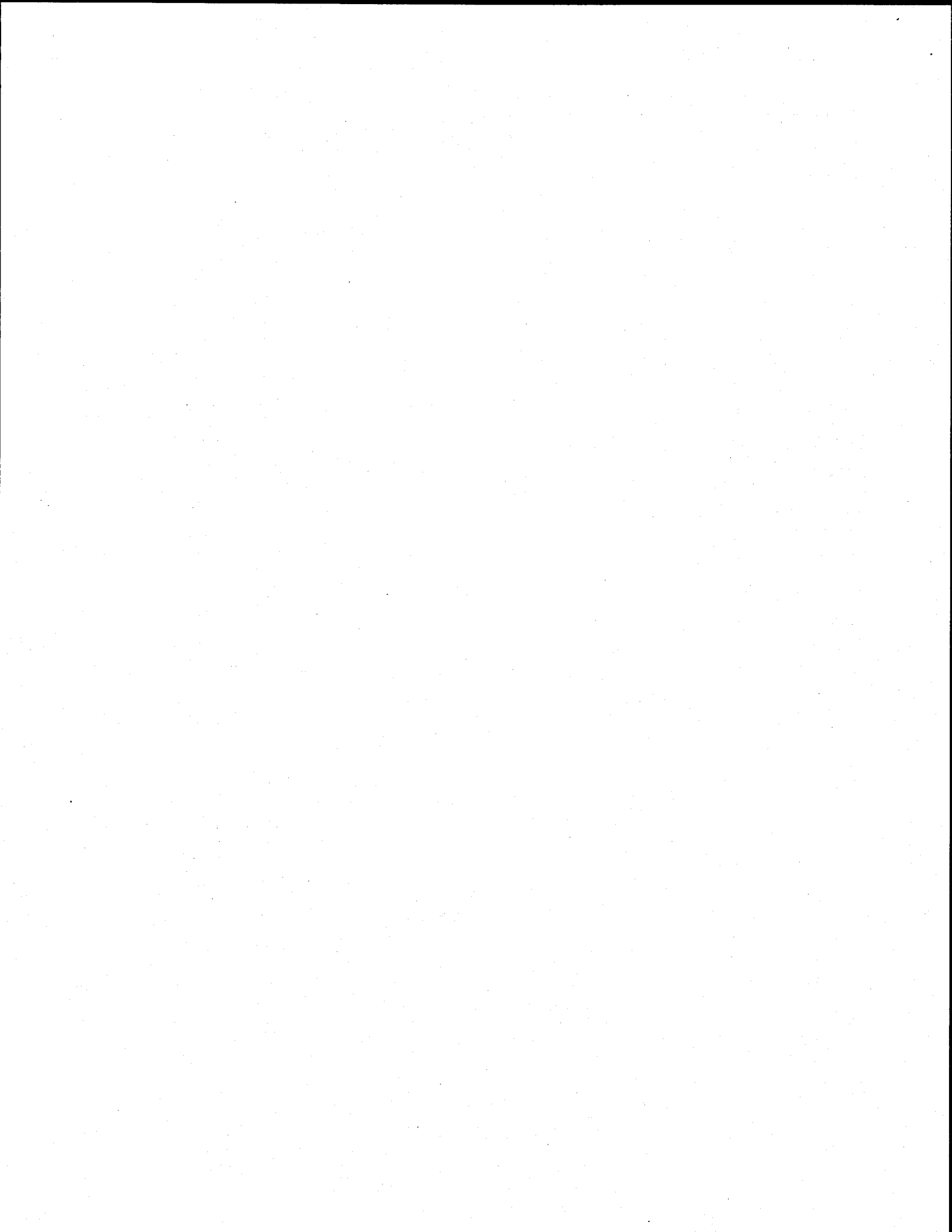
14 **2.3** Failure to submit for reimbursement and include all required backup
15 documentation.

16 **2.4** Failure to comply with Anti-Terrorism Approval Authority (ATAA) requirements
17 or other statutory requirements set forth in the 2011 Homeland Security Grant Program
18 (HSGP) guidance (see
19 http://www.fema.gov/pdf/government/grant/2011/fy11_hsgp_kit.pdf

20 **2.5** In the event of such suspension, CONTRACTOR shall be entitled to
21 reimbursement for previous participations.
22

23 **3. Disputes.**

24 **3.1** The parties shall deal in good faith and attempt to resolve potential disputes
25 informally. If the dispute persists, the CONTRACTOR shall submit to COUNTY
26 a written demand for a final decision regarding the disposition of the dispute
27 between the parties arising under, related to or involving this Agreement, unless
28 the COUNTY, on its own initiative, has already rendered such a final decision. If
the CONTRACTOR is not satisfied with the decision of COUNTY, the



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CONTRACTOR may appeal the decision to the Office of Emergency Services (OES) and/or ATAA.

3.2 Pending the final resolution of any dispute arising under, related to or involving this Agreement, CONTRACTOR agrees to diligently proceed with the performance of this Agreement. Failure of the CONTRACTOR to diligently proceed shall be considered a material breach of this Agreement.

3.3 Any final decision of the COUNTY, OES or ATAA shall be expressly identified as such, shall be in writing, and shall be signed by the Director of Public Health, Deputy Director, Office of Emergency Services, or ATAA representatives, as appropriate.

3.4 If CONTRACTOR is not satisfied with the whole or part of the decision, CONTRACTOR has the right to pursue legal actions.

4. **Supplanting** - CONTRACTOR agrees that funds reimbursed under this Agreement will be used to supplement existing funds and will not supplant (replace) non-federal funds.

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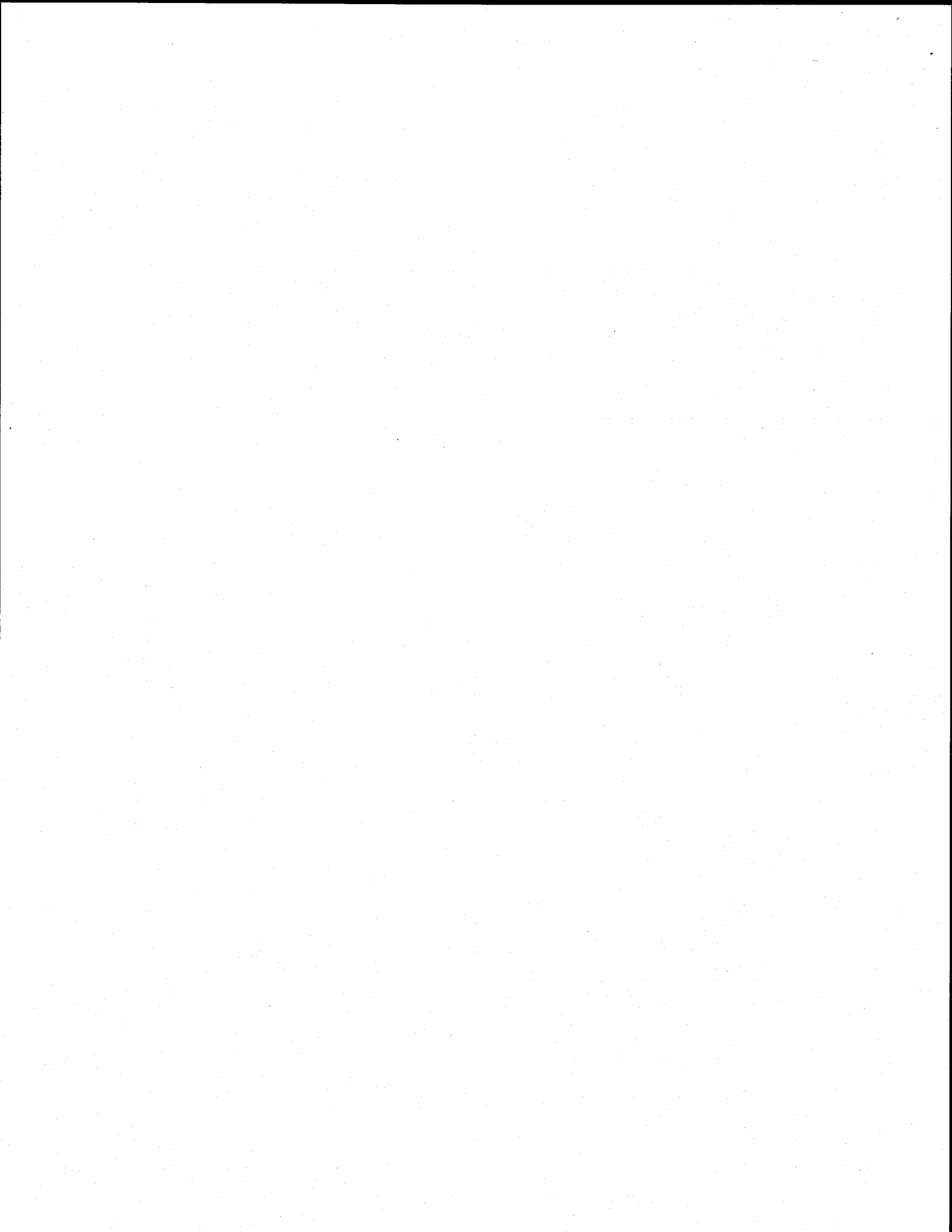


EXHIBIT B**PAYMENT PROVISIONS****1. Amount Awarded**

1.1 This Agreement is in an amount not to exceed sixty-seven thousand dollars (\$67,000) including all expenses.

1.2 Deputy Chief, Captain, Engineer and Firefighter classifications are eligible for reimbursement for overtime and backfill hours for participation in CHOG sponsored training and exercises.

1.3 Spend according to spending plan.

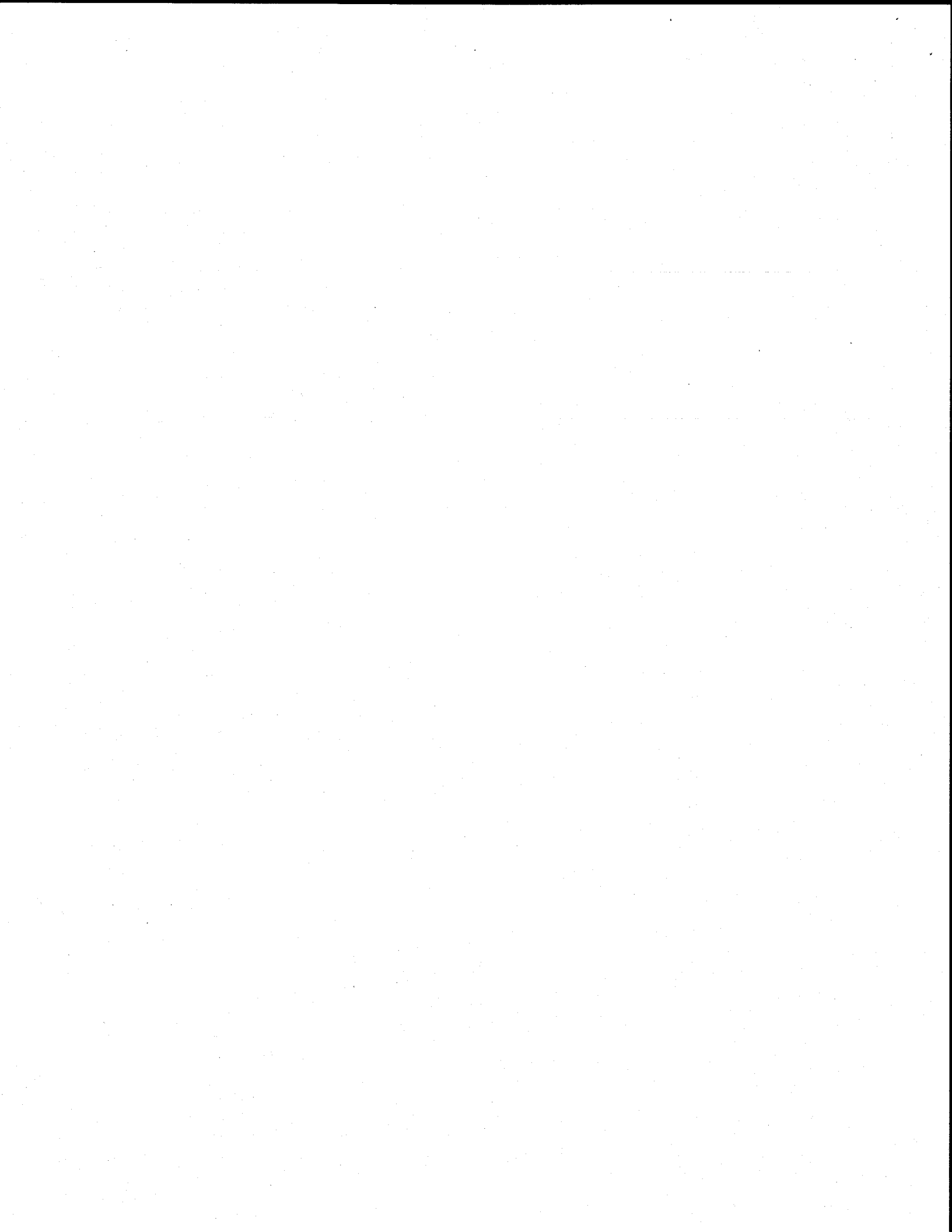
2. Payment Request Process

2.1 COUNTY shall reimburse CONTRACTOR for services performed 30 NET working days after submission of invoice by CONTRACTOR. COUNTY is not responsible for any costs incurred above or beyond the Agreement amount.

2.2 Said reimbursement to CONTRACTOR shall be in accordance with periodic payment requests invoices, and other supporting documentation submitted to COUNTY by CONTRACTOR. Supporting documentation will be in the form of copies of original invoices, receipts, purchase orders, bids, certificates, equipment inventory tracking sheets, packing slips and time sheets that document overtime and/or backfill costs incurred for participation in any CHOG sponsored training or exercise. CONTRACTOR is eligible for participation in any of the training/exercises outlined in Exhibit A.

2.3 Each invoice shall contain a minimum of the following information:

Agency name, agreement number; remittance address; summary of hours (names, ranks, dates, hours, salary, and benefits) for all staff participating in a CHOG approved training or exercise; copies of timesheets; copies of certificates earned (if applicable); copies of purchase orders; copies of bids (if applicable); copies of vendor invoices; copies of packing slips; copies of receipts, and the equipment inventory tracking sheet. In the State of California, government agencies are not allowed to pay late charges, per Government Codes, Section 926.10.



1 2.4 CONTRACTOR shall ensure that grant funds are only used for allowable, fair²-076
2 and reasonable costs.

3 2.5 CONTRACTOR shall promptly return to COUNTY all funds received which
4 exceed the approved, actual expenditures as identified in this Agreement. Failure to
5 spend within the performance period will result in forfeiture of funds.

6 2.6 The original invoice and supporting documentation will be sent to:

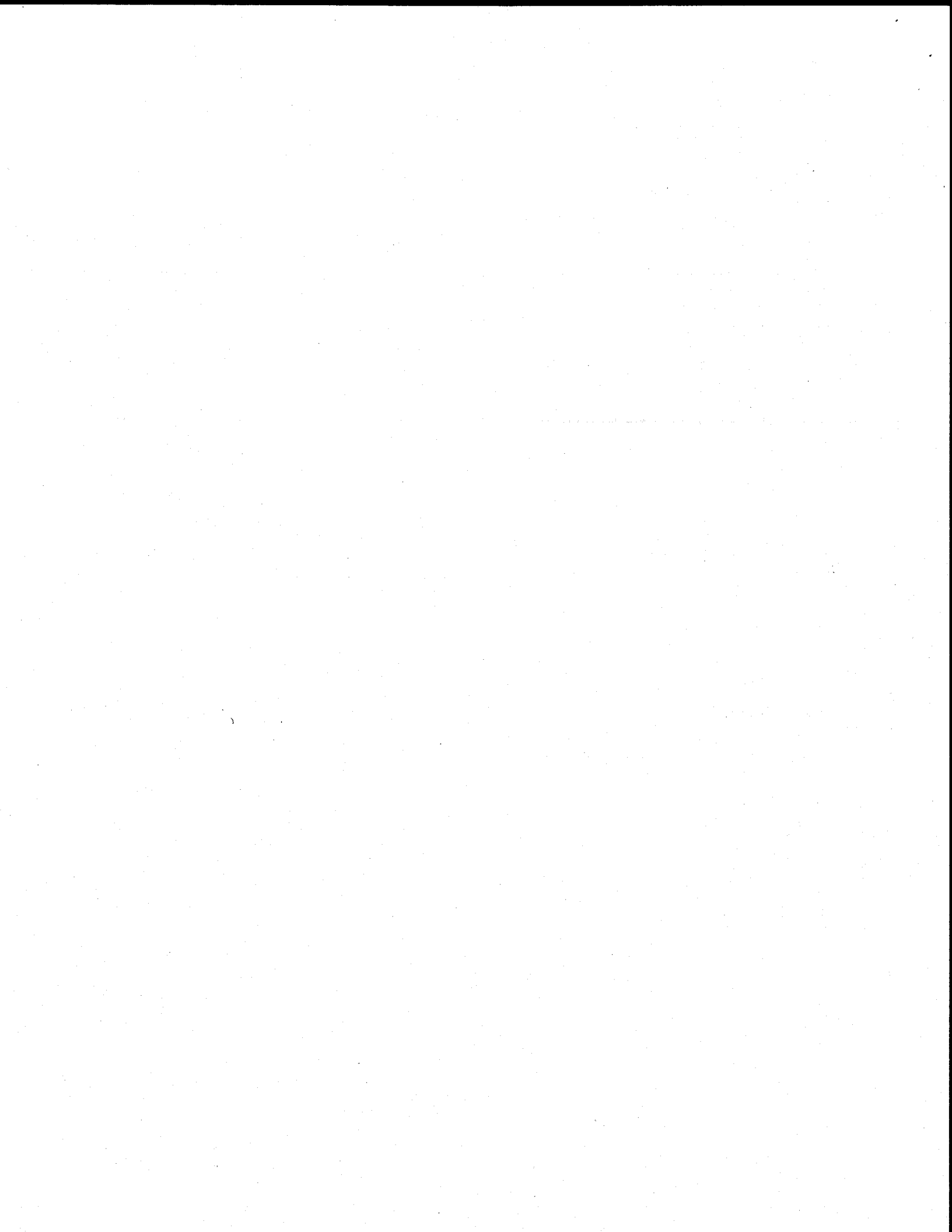
7
8 **Address:**

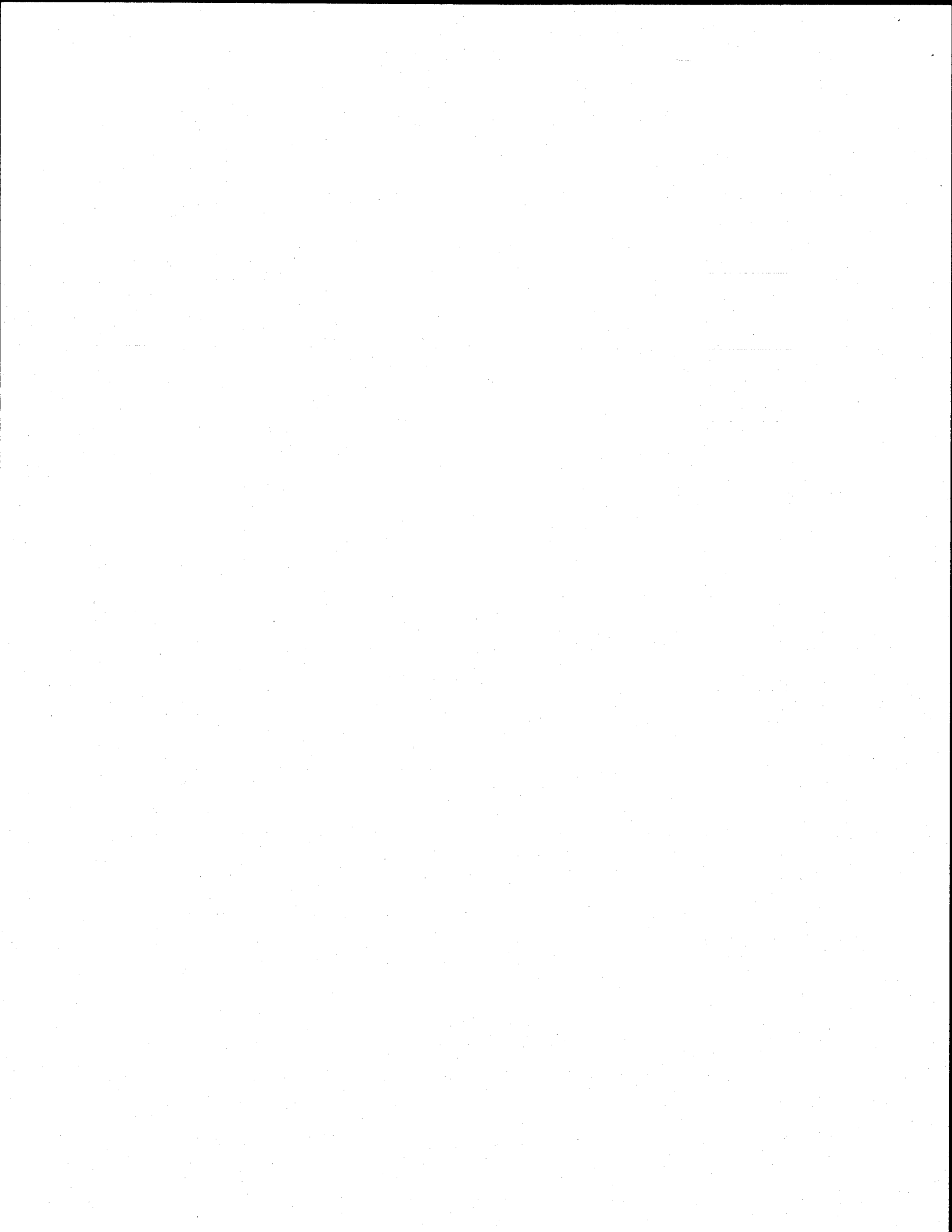
9 Riverside County Community Health Agency
10 ISS Fiscal Accounts Payable
11 P.O. BOX 7849
12 Riverside, CA 92513-7849

13 **Copy:**

14 Riverside County Department of Public Health
15 Public Health Emergency Preparedness and Response Branch
16 Attn: Kim Saruwatari
17 PO Box 7600
18 Riverside, CA 92513-7600

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**County of Riverside
Memorandum of Understanding**

CONTRACTING PARTNERS: County of Riverside, Sheriff Department
and
County of Riverside, a political subdivision of the State of California, through its
Community Health Agency, [Public Health Emergency Preparedness and Response]

PERIOD OF MOU: November 18, 2011 through January 30, 2014

TYPE OF SERVICE: CHOG - 11

WHEREAS, the State of California has allocated funds from the U.S. Homeland Security to Riverside COUNTY Operational Area (OA) to assist the State with its effort to prepare for terrorist attacks and other major disasters; and

WHEREAS, the COUNTY'S Board of Supervisors appointed a five-member Anti-Terrorism Approval Authority (ATAA) to manage the distribution of Homeland Security Grant Program (HSGP) funding; and

WHEREAS, the Community Health Agency is a Board appointed member to the ATAA committee.

Authorized Signature for Community Health Agency:	Authorized Signature for Sheriff's Department:
Name: Susan Harrington, Director of Public Health	Name: Stanley L Sniff, Jr., Sheriff-Coroner
Address: 4065 County Circle Dr. Riverside, CA 92503	Address: 4200 Orange Street, 3 rd Floor Riverside, CA 92501
Date:	Date:

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis
NEAL R. KIPNIS

5/19/12
DATE

NOW, THEREFORE, CHA AND SHERIFF mutually agree to the following:

1. BACKGROUND

It is agreed that this Agreement establishes cooperation between the County of Riverside Community Health Agency through its Public Health Emergency Preparedness and Response (CHA) and the County of Riverside Sheriff Department for efforts to prepare for terrorist attacks and other major disasters

2. SCOPE OF SERVICE – PROJECT DESCRIPTION

**SHERIFF DEPARTMENT (SPECIAL ENFORCEMENT BUREAU)
RESPONSIBILITIES**

2.1 Spending Plan

2.1.1 SHERIFF shall adhere to the spending plan as outlined in Attachment A.

2.2 Exercises/Drills

2.2.1 SHERIFF must participate in a minimum of 75% of all CHOG sponsored exercises/drills; unless an emergency response precludes team participation, to be eligible for reimbursement.

2.2.2 Scope and duration of the exercises/drills shall be determined and specified by the CHOG committee.

2.2.3 Exercises/drills shall be on the following dates:

2.2.3.1 March 2012

2.2.3.2 June 2012

2.2.3.3 September 2012

2.2.3.4 December 2012

2.3 Meeting Schedule

2.3.1 SHERIFF must participate in a minimum of 75% of all CHOG meetings

2.3.2 The meetings shall be on the following dates:

2.3.2.1 March 2012

2.3.2.2 June 2012

2.3.2.3 September 2012

2.3.2.4 December 2012

2.3.3 Additional meetings shall be determined by the CHOG committee

2.3.4 Agenda and duration of the meeting shall be determined and specified by the CHOG committee.

3. Suspension. CHA may suspend SHERIFF funding, in whole or in part, for the following reasons:

- 3.1** Failure to participate in a minimum of 75% of all CHOG sponsored exercises and drills as outlined in Section 2.2.3, Exercises/Drills, above unless an emergency response precludes team participation.
- 3.2** Failure to participate in a minimum of 75% of all CHOG meetings as outlined in Section 2.3.2, Meeting Schedule, above unless an emergency response precludes team participation.
- 3.3** Failure to submit for reimbursement and include all required backup documentation.
- 3.4** Failure to comply with Anti-Terrorism Approval Authority (ATAA) requirements or other statutory requirements set forth in the 2011 Homeland Security Grant Program (HSGP) guidance.
http://www.fema.gov/pdf/government/grant/2011/fy11_hsgp_kit.pdf
- 3.5** In the event of such suspension, SHERIFF shall be entitled to reimbursement for previous participations.

4. Disputes.

- 4.1** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the SHERIFF shall submit to CHA a written demand for a final decision regarding the disposition of the dispute between the parties arising under, related to or involving this Agreement, unless the CHA, on its own initiative, has already rendered such a final decision. If the SHERIFF is not satisfied with the decision of CHA, the SHERIFF may appeal the decision to the Office of Emergency Services (OES) and/or ATAA.
- 4.2** Pending the final resolution of any dispute arising under, related to or involving this Agreement, SHERIFF agrees to diligently proceed with the performance of this Agreement. Failure of the SHERIFF to diligently proceed shall be considered a material breach of this Agreement.

4.3 Any final decision of CHA, OES or ATAA shall be expressly identified as such, shall be in writing, and shall be signed by the Director of Public Health, Deputy Director, Office of Emergency Services, or ATAA representatives, as appropriate.

4.4 If SHERIFF is not satisfied with the whole or part of the decision, SHERIFF has the right to pursue legal actions.

5. **Supplanting** - SHERIFF agrees that funds reimbursed under this Agreement will be used to supplement existing funds and will not supplant (replace) non-federal funds.

6. **DESIGNATED CONTACTS**

SHERIFF CONTACT

Stanley L Sniff, Jr.
Sheriff-Coroner

4200 Orange Street, 3rd Floor
Riverside, CA, 92501

CHA CONTACT

Joan Danfifer, Program Coordinator II
Department of Public Health Emergency
Preparedness and Response
PO Box 7600
Riverside, CA 92513-7600

Carbon copy correspondence to:

Procurement – Contracts – Suite 305
County of Riverside Community Health Agency
4065 County Circle Drive
Riverside, CA 92503

or to such other address(es) as the parties may hereafter designate.

7. **TERMINATION**

Either CHA or SHERIFF may terminate this Agreement without cause upon 30 business days, written notice served upon the designated contacts stating the extent and effective date of termination.

8. **ALTERATION**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

9. **PAYMENT PROVISIONS**

9.1 **Amount Awarded**

9.1.1 This Agreement is in an amount not to exceed **\$67,000**.

9.2.1 Deputy, Detective, Sergeant, Lieutenant, Captain and Chief, classifications are eligible for reimbursement for overtime and backfill hours for participation in CHOG sponsored training and exercises.

9.3.1 Spend according to spending plan.

9.2 **Payment Request Process**

9.2.1 CHA shall reimburse SHERIFF for services performed 30 NET working days after submission of invoice by SHERIFF. CHA is not responsible for any costs incurred above or beyond the Agreement amount.

9.2.2 Said reimbursement to SHERIFF shall be in accordance with periodic payment requests invoices, and other supporting documentation submitted to CHA by SHERIFF. Supporting documentation will be in the form of copies of original invoices, receipts, purchase orders, bids, certificates, equipment inventory tracking sheets, packing slips and time sheets that document overtime and/or backfill costs incurred for participation in any CHOG sponsored training or exercise. SHERIFF is eligible for participation in any of the training/exercises outlined in Exhibit A.

9.2.3 Each invoice shall contain a minimum of the following information:

Agency name, agreement number; remittance address; summary of hours (names, ranks, dates, hours, salary, and benefits) for all staff participating in a CHOG approved training or exercise; copies of timesheets; copies of certificates earned (if applicable); copies of purchase orders; copies of bids (if applicable); copies of vendor invoices; copies of packing slips; copies of receipts, and the equipment inventory tracking sheet. In the State of California, government agencies are not allowed to pay late charges, per Government Codes, Section 926.10.

9.2.4 SHERIFF shall ensure that grant funds are only used for allowable, fair, and reasonable costs.

9.2.5 SHERIFF shall promptly return to CHA all funds received which exceed the approved, actual expenditures as identified in this Agreement. Failure to spend within the performance period will result in forfeiture of funds.

9.2.6 The original invoice and supporting documentation will be sent to:

Address:

Riverside County Community Health Agency
ISS Fiscal Accounts Payable
P.O. BOX 7849
Riverside, CA 92513-7849

Copy:

Riverside County Department of Public Health
Public Health Emergency Preparedness and Response Branch
Attn: Kim Saruwatari
PO Box 7600
Riverside, CA 92513-7600

////
ys

CHOG Draft Spending Plan
 HS 2011
 Sheriff's Department HDT
 ATTACHMENT A

CONTRACT #12-071

Quantity	Description (training title, equipment name, CHOG exercise, etc)	Training Tracking Number (I will obtain for each agency)	AEL # (find at: https://www.rkb.us)	Equipment Costs	OT Costs	Backfill Costs	Expenses	Total Dollar Amount	Comments
1	Open Vision portable Xray		151N-00-Xray	\$66,950				\$66,950	

