

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

510



FROM: Department of Public Health

SUBMITTAL DATE:
April 30, 2014

SUBJECT: Authorize the Director of the County of Riverside Department of Public Health to execute agreements with various agencies for Countywide HazMat Operation Group related to the FY13 State Homeland Security Program Grant. All Districts. [\$940,000]100% Federal Funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize the Director of Public Health to sign and to administer all agreements and amendments with various agencies for Countywide HazMat Operation Group (CHOG) for the performance period of August 29, 2013 through February 28, 2015 in an aggregate amount of \$940,000; and
2. Authorize the Director of Public Health to sign all other documents related to the administration of the Fiscal Year 13 State Homeland Security Program (SHSP) grant.

BACKGROUND:

(Continued on page 2)

Susan D. Harrington

Susan D. Harrington, Director
Department of Public Health

KS/jd

FINANCIAL DATA	Current Fiscal Year		Next Fiscal Year		Total Cost		Ongoing Cost		POLICY/CONSENT (per Exec. Office)
COST	\$	511,117	\$	428,883	\$	940,000	\$	N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	0	\$	0	\$	0	\$	N/A	

SOURCE OF FUNDS: 100% Federal Funding
State Homeland Security Program Grant

Budget Adjustment: No
For Fiscal Year: 13/14

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Benoit
Nays: None
Absent: Ashley
Date: May 20, 2014
xc: Public Health

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

Prev. Agn. Ref.: 11/5/13 Item: 3-23 | District: All | Agenda Number:

3-28

FORM APPROVED BY UNIT COUNSEL
BY: *[Signature]* DATE: 5/7/14
NEAL R. KIPNIS

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

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

FORM 11: Authorize the Director of the County of Riverside Department of Public Health to execute agreements with various agencies for Countywide HazMat Operation Group related to the FY13 State Homeland Security Program Grant. All Districts. [\$940,000]100% Federal Funds.

DATE: April 30, 2014

PAGE: 2 of 2

BACKGROUND:

On November 5, 2013, Agenda Item 3-23, the Board of Supervisors authorized Riverside County Fire Department/Office of Emergency Services to accept Fiscal Year (FY)13 State Homeland Security Program (SHSP) pass-through grant funding in the amount of \$2,143,822 to enhance local agencies and jurisdiction's abilities to prevent, deter, respond to and recover from threats and incidents of terrorism and other catastrophic events.

Through Riverside County Fire's Form 11, DOPH was awarded \$940,000 to purchase pharmaceuticals, coordinate and develop medical surge operations and to fund members of CHOG. The funds will be distributed as listed below:

<u>Project</u>	<u>Amount</u>
Pharmaceuticals/First Responders	\$125,000
HazMat Operations	\$500,000
Medical Surge	\$315,000

SHSP funding will be used to support planning for and distribution of a cache of pharmaceuticals for the first responders and their families. The goal of the cache is to provide a three-day supply of medication, thereby sustaining the first responder community until additional resources can be obtained through regional or state caches or from the federally deployed Strategic National Stockpile (SNS).

The HazMat Operations project provides funding to each of the six HazMat response agencies in the county: Riverside County California Fire, County of Riverside Environmental Health, County of Riverside Sheriff's Department, City of Corona Fire Department/HazMat, City of Hemet Fire Department/HazMat and City of Riverside Fire Department/HazMat. Funded agencies purchase equipment, attend trainings and conduct exercises to maintain Type II HazMat status and to ensure a coordinated HazMat response in the event of an emergency in the County.

The Medical Surge Project is designed to improve the coordination and response to multi-casualty incidents throughout the County. SHSP funding will be used to develop a plan to prioritize destinations and transport requirements for patient distribution to healthcare facilities throughout the County and region.

The Form 11 for the allocation to fund these agreements was approved by the Board on November 5, 2013. This Form 11 and agreements were subsequently submitted through the County approval process.

Impact on Residents and Businesses

These funds are used to enhance medical/health preparedness and response capabilities countywide. The Pharmaceutical Project will help to ensure that first responders are able to remain working and responding to the needs of the public during an emergency. The CHOG Project will ensure that the Fire Departments with HazMat Teams, the Sheriff's Bomb Squad and the Department of Environmental Health are trained to respond together and equipped to mitigate hazardous materials incidents. The Medical Surge Project will result in the development of a comprehensive patient distribution plan during an emergency which will ultimately support the emergency medical needs of all residents of Riverside County.

Additional Fiscal Information

This grant is 100% Federally-funded through the California Office of Emergency Services. DOPH's awarded funds for August 29, 2013 through February 28, 2015 are \$940,000. The \$511,117 is allocated in FY13/14 and was included in the FY13/14 County Budget submission and the remaining \$428,883 will be included as part of the DOPH FY14/15 County budget submission.

**County of Riverside
Memorandum of Understanding**

CONTRACTING PARTNERS: Riverside County Fire/CalFire
and
County of Riverside Department of Public Health
Public Health Emergency Preparedness and Response Branch

PERIOD OF MOU: August 29, 2013 through February 28, 2015

TYPE OF SERVICE: CHOG – 13

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 of Riverside 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 Department of Public Health is a Board appointed member to the ATAA committee.

Authorized Signature for Department of Public Health:	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:

NOW, THEREFORE, Riverside County Department of Public Health, hereinafter referred to as "DOPH" and Riverside County Fire/CalFire, hereinafter referred to as "RIVERSIDE COUNTY FIRE" mutually agrees to the following:

1. BACKGROUND

It is agreed that this Agreement establishes cooperation between DOPH and RIVERSIDE COUNTY FIRE 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 RIVERSIDE COUNTY FIRE shall adhere to the spending plan as outlined in Attachment A.

2.2 Exercises/Drills

2.2.1 RIVERSIDE COUNTY FIRE 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 Quarter 1, 2014

2.2.3.2 Quarter 2, 2014

2.2.3.3 Quarter 3, 2014

2.2.3.4 Quarter 4, 2014

2.3 Meeting Schedule

2.3.1 RIVERSIDE COUNTY FIRE 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 2014

2.3.2.2 June 2014

2.3.2.3 September 2014

2.3.2.4 December 2014

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.** DOPH may suspend RIVERSIDE COUNTY FIRE 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 2013 Homeland Security Grant Program (HSGP) guidance. http://www.fema.gov/media-library-data/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf

3.5 In the event of such suspension, RIVERSIDE COUNTY FIRE 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 RIVERSIDE COUNTY FIRE shall submit to DOPH 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 DOPH, on its own initiative, has already rendered such a final decision. If the CALFIRE is not satisfied with the decision of DOPH, the RIVERSIDE COUNTY FIRE 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, RIVERSIDE COUNTY FIRE agrees to diligently proceed with the

performance of this Agreement. Failure of the RIVERSIDE COUNTY FIRE to diligently proceed shall be considered a material breach of this Agreement.

4.3 Any final decision of DOPH, 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 RIVERSIDE COUNTY FIRE is not satisfied with the whole or part of the decision, RIVERSIDE COUNTY FIRE has the right to pursue legal actions.

5. **Supplanting** - RIVERSIDE COUNTY FIRE 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

RIVERSIDE COUNTY FIRE

Chief John Hawkins
Riverside County Fire Chief
210 W. San Jacinto Avenue
Perris, CA 92570

DOPH

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 412
County of Riverside Department of Public Health
4065 County Circle Drive
Riverside, CA 92503
or to such other address(es) as the parties may hereafter designate.

7. TERMINATION

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

9.2.2 Said reimbursement to RIVERSIDE COUNTY FIRE shall be in accordance with periodic payment requests invoices, and other supporting documentation submitted to DOPH by RIVERSIDE COUNTY FIRE. Supporting documentation will be in the form of copies of original invoices, receipts, purchase orders, bids, certificates, equipment inventory tracking sheets, packing slips, copies of receipts, proof of payment or bank statements, and time sheets that document overtime and/or backfill costs incurred for participation in any CHOG sponsored training or exercise. RIVERSIDE COUNTY FIRE 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; proof of payment such as copies of cancelled checks to the vendor or bank statements;

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** RIVERSIDE COUNTY FIRE shall ensure that grant funds are only used for allowable, fair, and reasonable costs.
- 9.2.5** RIVERSIDE COUNTY FIRE shall promptly return to DOPH 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 Department of Public Health
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

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**County of Riverside
Memorandum of Understanding**

CONTRACTING PARTNERS: County of Riverside Department of Environmental Health
and
County of Riverside Department of Public Health
Public Health Emergency Preparedness and Response Branch

PERIOD OF MOU: August 29, 2013 to February 28, 2015

TYPE OF SERVICE: CHOG – 13

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 Department of Public Health is a Board appointed member to the ATAA committee.

Authorized Signature for Department of Public Health:	Authorized Signature for Department of Environmental Health:
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:

NOW, THEREFORE, the County of Riverside Department of Public Health Public Health Emergency Preparedness and Response, hereinafter referred to as "DOPH", and County of Riverside Department of Environmental Health, hereinafter referred to as "ENVIRONMENTAL HEALTH", mutually agree to the following:

1. BACKGROUND

It is agreed that this Memorandum of Understanding (MOU) establishes cooperation between the DOPH and ENVIRONMENTAL HEALTH 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 Quarter 1, 2014

2.2.3.2 Quarter 2, 2014

2.2.3.3 Quarter 3, 2014

2.2.3.4 Quarter 4, 2014

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 2014

2.3.2.2 June 2014

2.3.2.3 September 2014

2.3.2.4 December 2014

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. DOPH 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 2013 Homeland Security Grant Program (HSGP) guidance. http://www.fema.gov/media-library-data/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf

3.5 In the event of such suspension, ENVIRONMENTAL HEALTH shall be entitled to reimbursement for previous participations within the FY 13 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 DOPH 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 DOPH, on its own initiative, has already rendered such a final decision. If the ENVIRONMENTAL HEALTH is not satisfied with the decision of DOPH, 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 DOPH, 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 MOU 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

DOPH 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 412
County of Riverside Department of Public Health
4065 County Circle Drive
Riverside, CA 92503

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

7. **TERMINATION**

Either DOPH 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 DOPH shall reimburse ENVIRONMENTAL HEALTH for services performed 30 NET working days after submission of invoice by ENVIRONMENTAL HEALTH. DOPH 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 DOPH 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, copies of receipts, proof of payment or bank statements, 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; proof of payment such as copies of cancelled checks to the vendor or bank statements; 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 DOPH 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 Department of Public Health
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
P.O. Box 7600
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 Department of Public Health
Public Health Emergency Preparedness and Response Branch

PERIOD OF MOU: August 29, 2013 to February 28, 2015

TYPE OF SERVICE: CHOG – 13

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 Department of Public Health is a Board appointed member to the ATAA committee.

Authorized Signature for Department of Public Health:	Authorized Signature for Sheriff 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:

NOW, THEREFORE, the Department of Public Health Public Health Emergency Preparedness and Response Branch, hereinafter referred to as "DOPH", and the County of Riverside Sheriff Department, hereinafter referred to as "SHERIFF", mutually agree to the following:

1. BACKGROUND

It is agreed that this Memorandum of Understanding (MOU) establishes cooperation between the DOPH and the SHERIFF 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 Quarter 1, 2014

2.2.3.2 Quarter 2, 2014

2.2.3.3 Quarter 3, 2014

2.2.3.4 Quarter 4, 2014

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 2014

2.3.2.2 June 2014

2.3.2.3 September 2014

2.3.2.4 December 2014

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.** DOPH 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 2013 Homeland Security Grant Program (HSGP) guidance. http://www.fema.gov/media-library-data/20130726-1916-25045-6176/fy_2013_hsgp_foa.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 DOPH 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 DOPH, on its own initiative, has already rendered such a final decision. If the SHERIFF is not satisfied with the decision of DOPH, 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 DOPH, 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

Stanley L Sniff, Jr.
Sheriff-Coroner
4200 Orange Street, 3rd Floor
Riverside, CA, 92501

DOPH

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 412
County of Riverside Department of Public Health
4065 County Circle Drive
Riverside, CA 92503

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

7. TERMINATION

Either DOPH 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 DOPH shall reimburse SHERIFF for services performed 30 NET working days after submission of invoice by SHERIFF. DOPH 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 DOPH 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, copies of receipts, proof of payment or bank statements, 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; proof of payment such as copies of cancelled checks to the vendor or bank statements;

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 DOPH 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 Department of Public Health
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

////



COUNTY DEPT/DIVISION DOPH/Public Health Emergency Preparedness and Response		CONTRACT NO. 14-073	RFP NO. N/A
FUND: 10000	DEPARTMENT IDs: 4200102100	PROJECT-GRANT HS100115	PROGRAM 75610
CLASS/LOCATION: 6610-33201		CONTRACT AMOUNT \$67,000	ACCOUNT NO. 525440
PERIOD OF PERFORMANCE: August 29, 2013 through February 28, 2015			
COUNTY CONTACT: Kim Saruwatari (951) 358-7100		CONTRACTOR REPRESENTATIVE: John Medina, Fire Chief, (951) 736-2379	
PROGRAM NAME: CHOG - 13			

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

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.

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.

CITY

City of Corona Fire Department

By _____

Print Name _____

Date _____

COUNTY

By _____
 Susan Harrington, Director of Public Health

Date _____

1 **1. BACKGROUND:**

- 2 1.1 The United States Department of Homeland Security awarded 2013
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 CITY for participation in
16 drills, training- sponsored by the County-wide HazMat Operations Group,
17 hereafter referred to as "CHOG", and other hazardous material related drills,
18 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 - CITY shall provide all services as outlined and
25 specified in Exhibit A, SCOPE OF WORK (SOW), and Attachment A, SPENDING
26 PLAN, attached hereto and by this reference incorporated herein.**

27 **4. PERIOD OF PERFORMANCE - This Agreement shall be effective from August 29,
28 2013 through February 28, 2015.**

5. **COMPENSATION:**

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- 5.1 In consideration of services provided by CITY pursuant to Exhibit A, SCOPE OF WORK, and Attachment A, SPENDING PLAN, attached hereto and incorporated herein, CITY shall be entitled to receive payment as specified in Exhibit B, PAYMENT PROVISIONS, attached hereto and incorporated herein.
- 5.2 Payment by COUNTY to CITY 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 CITY. In the event of such termination, CITY 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.

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6. **HOLD HARMLESS/INDEMNIFICATION:**

- 6.1 CITY 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 CITY, 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 CITY, its officers, employees, subcontractors, agents or representatives Indemnities' from this Agreement. CITY 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 CITY, CITY shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or

1 compromise any such action or claim without the prior consent of COUNTY;
 2 provided, however, that any such adjustment, settlement or compromise in no
 3 manner whatsoever limits or circumscribes CITY'S indemnification to
 4 Indemnities as set forth herein.

5 **6.3** CITY'S obligation hereunder shall be satisfied when CITY has provided to
 6 COUNTY the appropriate form of dismissal relieving COUNTY from any
 7 liability for the action or claim involved.

8 **6.4** The specified insurance limits required in this Agreement shall in no way limit or
 9 circumscribe CITY'S obligations to indemnify and hold harmless the
 10 Indemnities herein from third party claims.

11 **6.5** In the event there is conflict between this clause and California Civil Code
 12 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
 13 Such interpretation shall not relieve the CITY from indemnifying the
 14 Indemnities to the fullest extent allowed by law.

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

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

8.1 Workers' Compensation:

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If the CITY has employees as defined by the State of California, the CITY 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.

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 CITY'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.

8.3 Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY 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, employees, elected or appointed officials, agents or representatives as Additional Insured's.

1 **8.4 General Insurance Provisions - All lines** - For all insurances coverage
2 provided by a commercial insurance carrier, policies shall comply with the
3 following general insurance provisions:

4 **8.4.1** Any insurance carrier providing insurance coverage hereunder shall be
5 admitted to the State of California and have an A M BEST rating of not
6 less than A: VIII (A:8) unless such requirements are waived, in writing,
7 by the County Risk Manager. If the County's Risk Manager waives a
8 requirement for a particular insurer such waiver is only valid for that
9 specific insurer and only for one policy term.

10 **8.4.2** The CITY'S insurance carrier(s) must declare its insurance self-insured
11 retentions. If such self-insured retentions exceed \$500,000 per occurrence
12 such retentions shall have the prior written consent of the County Risk
13 Manager before the commencement of operations under this Agreement.
14 Upon notification of self insured retention unacceptable to the COUNTY,
15 and at the election of the Country's Risk Manager, CITY'S carriers shall
16 either; 1) reduce or eliminate such self-insured retention as respects this
17 Agreement with the COUNTY, or 2) procure a bond which guarantees
18 payment of losses and related investigations, claims administration, and
19 defense costs and expenses.

20 **8.4.3** CITY shall cause CITY'S insurance carrier(s) to furnish the County of
21 Riverside with either 1) a properly executed original Certificate(s) of
22 Insurance and certified original copies of Endorsements effecting
23 coverage as required herein, and 2) if requested to do so orally or in
24 writing by the County Risk Manager, provide original Certified copies of
25 policies including all Endorsements and all attachments thereto, showing
26 such insurance is in full force and effect. Further, said Certificate(s) and
27 policies of insurance shall contain the covenant of the insurance carrier(s)
28 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 insurance. In the event of a material
modification, cancellation, expiration, or reduction in coverage, this

1 Agreement shall terminate forthwith, unless the County of Riverside
 2 receives, prior to such effective date, another properly executed original
 3 Certificate of Insurance and original copies of endorsements or certified
 4 original policies, including all endorsements and attachments thereto
 5 evidencing coverage's set forth herein and the insurance required herein
 6 is in full force and effect. CITY shall not commence operations until the
 7 COUNTY has been furnished original Certificate (s) of Insurance and
 8 certified original copies of endorsements and if requested, certified
 9 original policies of insurance including all endorsements and any and all
 10 other attachments as required in this Section. An individual authorized
 11 by the insurance carrier to do so on its behalf shall sign the original
 12 endorsements for each policy and the Certificate of Insurance.

13 **8.4.4** It is understood and agreed to by the parties hereto that the CITY'S
 14 insurance shall be construed as primary insurance, and the COUNTY'S
 15 insurance and/or deductibles and/or self-insured retention's or self-
 16 insured programs shall not be construed as contributory.

17 **8.4.5** If, during the term of this Agreement or any extension thereof, there is a
 18 material change in the scope of services; or, there is a material change in
 19 the equipment to be used in the performance of the scope of work which
 20 will add additional exposures (such as the use of aircraft, watercraft,
 21 cranes, etc.); or, the term of this Agreement, including any extensions
 22 thereof, exceeds five (5) years the COUNTY reserves the right to adjust
 23 the types of insurance required under this Agreement and the monetary
 24 limits of liability for the insurance coverage's currently required herein,
 25 if; in the County Risk Manager's reasonable judgment, the amount or
 26 type of insurance carried by the CITY has become inadequate.

27 **8.4.6** CITY shall pass down the insurance obligations contained herein to all
 28 tiers of subcontractors working under this Agreement.

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 CITY 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 CITY 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. CITY 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 CITY shall ensure that CITY'S employees, agents and other CITY'S performing services under the terms of this Agreement are in compliance with all relative licensing requirements. CITY hereby agrees to notify COUNTY immediately, in writing, of inability of CITY or any of CITY'S employees, agents and other CITY'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** - CITY 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)** - CITY 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** - CITY 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** - CITY warrants and certifies that in the performance of this Agreement, CITY 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 CITY 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 CITY. All such books and records shall be maintained by CITY for at least five years from termination of this Agreement.

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

15.2 CITY 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 CITY is doing business or proposing to do business, in accomplishing the work under the contract.

15.3 CITY 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;

1 medical, personnel, or security records of the individuals; anticipated materials
 2 requirements or pricing actions; and knowledge of selection of contractors or
 3 subcontractors in advance of official announcement.

4 **15.4** CITY or employees thereof shall not offer gifts, gratuity, favors, and
 5 entertainment directly or indirectly to COUNTY employees.

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

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

15 **18. TERMINATION :**

16 **18.1** COUNTY or CITY may terminate this Agreement without cause upon 10 days
 17 written notice served upon the COUNTY or CITY stating the extent and effective date of
 18 termination.

19 **18.2** COUNTY, with five (5) days written notice, may terminate this agreement for
 20 CITY'S default or if CITY refuses or fails to comply with the provisions of this
 21 Agreement or fails to make progress to endanger performance and does not cure such
 22 failure within a reasonable period. In the event of such termination, the COUNTY may
 23 proceed with the work in any manner deemed proper to COUNTY.

24 **18.3** After receipt of the Notice of Termination pursuant to section 18.1 or 18.2 above,
 25 CITY shall:

26 **18.3.1** Stop all work under this Agreement on the date specified in the Notice of
 27 Termination;

28 **18.3.2** Transfer to COUNTY and deliver in the manner, and to the extent, if
 any, as directed by COUNTY, any equipment, data or reports which, if
 the Agreement had been completed, would have been required to be
 furnished to COUNTY;

1 18.4 After termination pursuant to section 18.1 or 18.2 above, COUNTY shall
 2 make payment for all services performed in accordance with this Agreement to
 3 the date of termination, a total amount which bears the same ratio to the total
 4 maximum fee otherwise payable under this Agreement as the services actually
 5 bear to the total services necessary for performance of this Agreement.

6 18.5 Notwithstanding any of the provisions of this Agreement, CITY'S rights under
 7 this Agreement shall terminate (except for fees accrued prior to the date of
 8 termination) upon dishonesty, or a willful or material breach of this Agreement.
 9 CITY'S unwillingness or inability for any reasons whatsoever to perform the
 10 duties hereunder; or if the Agreement results in termination pursuant to section
 11 18, CITY shall not be entitled to any further compensation under this Agreement.

12 18.6 The rights and remedies of COUNTY provided in this section shall not be
 13 exclusive and are in addition to any other rights and remedies provided by law or
 14 under this Agreement.

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

18 20. **NONDISCRIMINATION AND ELIGIBILITY:**

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

27 20.2 For the purpose of this Agreement, distinctions on the grounds of race, religion,
 28 color, sex, national origin, age, or physical or mental handicap include, but are not
 limited to, the following:

20.2.1 Denying an eligible person or providing to an eligible person any services
 or benefit which is different, or is provided in a different manner or at a

different time from that provided to other eligible persons under this Agreement.

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

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

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

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

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

22. **ALTERATION:**

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

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.

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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** - CITY may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by CITY 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 CITY to COUNTY pursuant to this Agreement. CITY 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 CITY, including but not limited to, change in the majority ownership, change in the form of CONTRACTOR'S business organization, management of CITY, CITY'S ownership of other business dealing with CITY under this Agreement, or filing of bankruptcy by CITY, shall be deemed an assignment for purposes of this paragraph.
25. **ADMINISTRATION** - The COUNTY Director of the Department of Public Health, 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. CITY 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.
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.

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

5 **COUNTY:**

6 County of Riverside, Department of Public Health
7 4065 County Circle Drive
8 Riverside, CA 92503

9 **CITY:**

10 Corona Fire Department
11 400 South Vicentia Avenue
12 Corona, CA 92882
13 Attn: Fire Chief

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

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

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EXHIBIT A**SCOPE OF WORK**

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4 Fire Department Hazardous Materials Teams, which includes the CITY, shall provide
5 services outlined and specified as follows:

1. Project Description:**1.1 Spending Plan**

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8 1.1.1 CITY shall adhere to the spending plan as outlined in Attachment A.
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1.2 Exercises/Drills

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11 1.2.1 CITY must participate in a minimum of 75% of all CHOG sponsored
12 exercises/drills; unless an emergency response precludes team participation, to be
13 eligible for reimbursement.

14 1.2.2 Scope and duration of the training and exercises shall be determined and
15 specified by the CHOG committee.

16 1.2.3 The exercises/drills shall be on the following dates:

17 1.2.3.1 Quarter 1, 2014

18 1.2.3.2 Quarter 2, 2014

19 1.2.3.3 Quarter 3, 2014

20 1.2.3.4 Quarter 4, 2014

1.3 Meeting Schedule

21
22 1.3.1 CITY must participate in a minimum of 75% of all CHOG meetings

23 1.3.2 The meetings shall be on the following dates:

24 1.3.2.1 March 2014

25 1.3.2.2 June 2014

26 1.3.2.3 September 2014

27 1.3.2.4 December 2014
28

1.3.3 Additional meetings shall be determined by the CHOG committee

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

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

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

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

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

2.4 Failure to comply with Anti-Terrorism Approval Authority (ATAA) requirements or other statutory requirements set forth in the 2013 Homeland Security Grant Program (HSGP) guidance. http://www.fema.gov/media-library-data/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf

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

3. **Disputes.**

3.1 The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CITY shall submit to COUNTY 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 COUNTY, on its own initiative, has already rendered such a final decision. If the CITY is not satisfied with the decision of COUNTY, the CITY 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 involving
2 this Agreement, CITY agrees to diligently proceed with the performance of this
3 Agreement. Failure of the CITY to diligently proceed shall be considered a
4 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 CITY is not satisfied with the whole or part of the decision, CITY has the right
10 to pursue legal actions.

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

13 /// /// /// ///

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

2.2 Said reimbursement to CITY shall be in accordance with periodic payment requests invoices, and other supporting documentation submitted to COUNTY by CITY. Supporting documentation will be in the form of copies of original invoices, receipts, purchase orders, bids, certificates, equipment inventory tracking sheets, packing slips, copies of receipts, proof of payment or bank statements, and time sheets that document overtime and/or backfill costs incurred for participation in any CHOG sponsored training or exercise. CITY 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; proof of payment such as copies of cancelled checks to the vendor or bank statements; and the equipment inventory tracking sheet. In the State of

1 California, government agencies are not allowed to pay late charges, per Government
2 Codes, Section 926.10.

3 **2.4** CITY shall ensure that grant funds are only used for allowable, fair, and
4 reasonable costs.

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

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

11 Riverside County Department of Public Health

12 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 P.O. Box 7600

20 Riverside, CA 92513-7600

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COUNTY DEPT/DIVISION DOPH/Public Health Emergency Preparedness and Response		CONTRACT NO. 14-074	RFP NO. N/A
FUND: 10000	DEPARTMENT IDs: 4200102100	PROJECT-GRANT HS100115	PROGRAM 75610
CLASS/LOCATION: 6610-33201		CONTRACT AMOUNT \$67,000	ACCOUNT NO. 525440
PERIOD OF PERFORMANCE: August 29, 2013 to February 28, 2015			
COUNTY CONTACT: Kim Saruwatari (951) 358-7100		CONTRACTOR REPRESENTATIVE: Primo Reynoso, Fire Chief, (951) 765-2450	
PROGRAM NAME: CHOG - 13			

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

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.

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.

CITY

City of Hemet Fire Department

By _____

Print Name _____

Date _____

COUNTY

By _____
 Susan Harrington, Director of Public Health

Date _____

1 **1. BACKGROUND:**

- 2 1.1 The United States Department of Homeland Security awarded 2013
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 CITY for participation in
16 drills, training- sponsored by the County-wide HazMat Operations Group,
17 hereafter referred to as "CHOG", and other hazardous material related drills,
18 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 – CITY shall provide all services as outlined and
25 specified in Exhibit A, SCOPE OF WORK (SOW), and Attachment A, SPENDING
26 PLAN, attached hereto and by this reference incorporated herein.**

27 **4. PERIOD OF PERFORMANCE - This Agreement shall be effective from August 29,
28 2013 to February 28, 2015.**

5. **COMPENSATION:**

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- 5.1 In consideration of services provided by CITY pursuant to Exhibit A, SCOPE OF WORK, and Attachment A, SPENDING PLAN, attached hereto and incorporated herein, CITY shall be entitled to receive payment as specified in Exhibit B, PAYMENT PROVISIONS, attached hereto and incorporated herein.
- 5.2 Payment by COUNTY to CITY 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 CITY. In the event of such termination, CITY 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 CITY 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 CITY, 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 CITY, its officers, employees, subcontractors, agents or representatives Indemnities' from this Agreement. CITY 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 CITY, CITY 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 CITY'S indemnification to Indemnities as set forth herein.

6.3 CITY'S obligation hereunder shall be satisfied when CITY 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 CITY'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 CITY from indemnifying the Indemnities to the fullest extent allowed by law.

7. **INDEPENDENT CONTRACTOR** - It is the parties' intention that CITY is an independent contractor and not an employee of the COUNTY, and in conformity, therewith that CITY shall retain sole and absolute discretion and judgment in the manner and means of carrying out his/her duties. Therefore, CITY is fully aware no relationship of employer-employee exists between the parties hereto. CITY 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 CITY under the provisions of this Agreement; and as an independent contractor, CITY 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 CITY'S obligation to indemnify or hold the COUNTY harmless, CITY 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.

8.1 **Workers' Compensation:**

If the CITY has employees as defined by the State of California, the CITY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed

1 by the laws of the State of California. Policy shall include Employers' Liability
 2 (Coverage B) including Occupational Disease with limits not less than \$1,000,000
 3 per person per accident. The policy shall be endorsed to waive subrogation in
 4 favor of The County of Riverside, and, if applicable, to provide a Borrowed
 5 Servant/Alternate Employer Endorsement.

6 **8.2 Commercial General Liability:**

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

18 **8.3 Vehicle Liability:**

19 If vehicles or mobile equipment are used in the performance of the
 20 obligations under this Agreement, then CITY shall maintain liability insurance for
 21 all owned, non-owned or hired vehicles so used in an amount not less than
 22 \$1,000,000 per occurrence combined single limit. If such insurance contains a
 23 general aggregate limit, it shall apply separately to this agreement or be no less
 24 than two (2) times the occurrence limit. Policy shall name the County of
 25 Riverside, its Agencies, Districts, Special Districts, and Departments, their
 26 respective directors, officers, Board of Supervisors, employees, elected or
 27 appointed officials, agents or representatives as Additional Insured's.

28 **8.4 General Insurance Provisions - All lines -** For all insurances coverage

provided by a commercial insurance carrier, policies shall comply with the
 following general insurance provisions:

8.4.1 Any insurance carrier providing insurance coverage hereunder shall be

1 admitted to the State of California and have an A M BEST rating of not
2 less than A: VIII (A:8) unless such requirements are waived, in writing,
3 by the County Risk Manager. If the County's Risk Manager waives a
4 requirement for a particular insurer such waiver is only valid for that
5 specific insurer and only for one policy term.

6 **8.4.2** The CITY'S insurance carrier(s) must declare its insurance self-insured
7 retentions. If such self-insured retentions exceed \$500,000 per occurrence
8 such retentions shall have the prior written consent of the County Risk
9 Manager before the commencement of operations under this Agreement.
10 Upon notification of self insured retention unacceptable to the COUNTY,
11 and at the election of the Country's Risk Manager, CITY'S carriers shall
12 either; 1) reduce or eliminate such self-insured retention as respects this
13 Agreement with the COUNTY, or 2) procure a bond which guarantees
14 payment of losses and related investigations, claims administration, and
15 defense costs and expenses.

16 **8.4.3** CITY shall cause CITY'S insurance carrier(s) to furnish the County of
17 Riverside with either 1) a properly executed original Certificate(s) of
18 Insurance and certified original copies of Endorsements effecting coverage
19 as required herein, and 2) if requested to do so orally or in writing by the
20 County Risk Manager, provide original Certified copies of policies
21 including all Endorsements and all attachments thereto, showing such
22 insurance is in full force and effect. Further, said Certificate(s) and
23 policies of insurance shall contain the covenant of the insurance carrier(s)
24 that thirty (30) days written notice shall be given to the County of
25 Riverside prior to any material modification, cancellation, expiration or
26 reduction in coverage of such insurance. In the event of a material
27 modification, cancellation, expiration, or reduction in coverage, this
28 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

1 evidencing coverage's set forth herein and the insurance required herein is
2 in full force and effect. CITY shall not commence operations until the
3 COUNTY has been furnished original Certificate (s) of Insurance and
4 certified original copies of endorsements and if requested, certified
5 original policies of insurance including all endorsements and any and all
6 other attachments as required in this Section. An individual authorized
7 by the insurance carrier to do so on its behalf shall sign the original
8 endorsements for each policy and the Certificate of Insurance.

8 **8.4.4** It is understood and agreed to by the parties hereto that the
9 CITY'S insurance shall be construed as primary insurance, and the
10 COUNTY'S insurance and/or deductibles and/or self-insured retention's
11 or self-insured programs shall not be construed as contributory.

11 **8.4.5** If, during the term of this Agreement or any extension thereof, there is a
12 material change in the scope of services; or, there is a material change in
13 the equipment to be used in the performance of the scope of work which
14 will add additional exposures (such as the use of aircraft, watercraft,
15 cranes, etc.); or, the term of this Agreement, including any extensions
16 thereof, exceeds five (5) years the COUNTY reserves the right to adjust
17 the types of insurance required under this Agreement and the monetary
18 limits of liability for the insurance coverage's currently required herein,
19 if; in the County Risk Manager's reasonable judgment, the amount or
20 type of insurance carried by the CITY has become inadequate.

20 **8.4.6** CITY shall pass down the insurance obligations contained herein to all
21 tiers of subcontractors working under this Agreement.

22 **8.4.7** The insurance requirements contained in this Agreement may be met
23 with a program(s) of self-insurance acceptable to the COUNTY.

24 **8.4.8** CITY agrees to notify COUNTY of any claim by a third party or any
25 incident or event that may give rise to a claim arising from the
26 performance of this Agreement.

9. **LICENSE:**

1 9.1 CITY shall, through the term of this Agreement, maintain all licenses necessary
 2 for the provision of the services hereunder and required by the laws and
 3 regulations of the United States, the State of California, County of Riverside, and
 4 all other governmental agencies. CITY shall notify COUNTY immediately, in
 5 writing, of inability to obtain or maintain such license. Said inability shall be
 6 cause for termination of this Agreement.

7 9.2 CITY shall ensure that CITY'S employees, agents and other CITY'S performing
 8 services under the terms of this Agreement are in compliance with all relative
 9 licensing requirements. CITY hereby agrees to notify COUNTY immediately, in
 10 writing, of inability of CITY or any of CITY'S employees, agents and other
 11 CITY'S, to obtain or maintain such license(s). Said inability shall be cause for
 12 termination of this Agreement.

13 9.3 A copy of each such license, permit, approval, waiver, exemption, registration,
 14 accreditation, and certificate shall be provided to Contracts Administration.

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

20 11. **STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS)** - CITY
 21 shall comply with SEMS requirements as stated in the California Emergency Services
 22 Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR
 23 Title 19, Sections 2445, 2446, 2447, and 2448.

24 12. **NATIONAL INITIATIVES** - CITY warrants and agrees to become fully compliant
 25 with National Incident Management System (NIMS) in the timeframe mandated by the
 26 federal government; and also support the Homeland Security Presidential Directive-5
 27 (HSPD-5) and National Response Plan.

28 13. **COMPLIANCE WITH STATUTES AND REGULATIONS** - CITY warrants and
 certifies that in the performance of this Agreement, CITY will comply with all applicable
 federal statutes, regulations, policies, guidelines, and requirements, including OMB

1 Circulars A-21, A-87, A-102, A-110, A-122, and A-133, E.O. 12372 and Uniform
2 Administrative Requirements for Grants and Cooperative Agreements contained in Title
3 28, Code of Federal Regulations, Part 66 or 70, which govern the application, acceptance
4 and use of federal funds for this federally-assisted project.

5 **14. RECORDS AND DOCUMENTS:**

6 **14.1** CITY shall make available, upon written request by any duly authorized Federal,
7 State or COUNTY agency, a copy of this grant Agreement and such books, documents
8 and records as are necessary to certify the nature and extent of the costs of the services
9 provided by CITY. All such books and records shall be maintained by CITY for at least
10 five years from termination of this Agreement.

11 **14.2** CITY to provide COUNTY with reports and information relative to this grant
12 Agreement and in accordance with terms set forth herein, as may be requested by
13 COUNTY.

14 **14.3** Failure to maintain all grant records for the required retention period could result
15 in a reduction of eligible grant activities, and an invoice to return costs associated with
16 the unsupported activities.

17 **15. CONDUCT OF CONTRACTOR:**

18 **15.1** CITY agrees to inform the COUNTY of all the CITY'S interest, in any, which are
19 or which the CITY believes to be incompatible with any interest of the COUNTY.

20 **15.2** CITY shall not, under circumstances, which might reasonably be interpreted as an
21 attempt to influence the recipient in the conduct of his duties, accept any gratuity
22 or special favor from individuals or organizations with whom the CITY is doing
23 business or proposing to do business, in accomplishing the work under the
24 contract.

25 **15.3** CITY shall not use for personal gain or make other improper use of privileged
26 information, which is acquired in connection with this contract. In this
27 connection, the term of "privileged information" includes, but is not limited to,
28 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 CITY or employees thereof shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

16. **MONITORING** - CITY 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 CITY'S performance under this Agreement upon reasonable notice to CITY and at any reasonable time.

17. **AUDITS** - CITY 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 CITY may terminate this Agreement without cause upon 10 days written notice served upon the COUNTY or CITY stating the extent and effective date of termination.

18.2 COUNTY, with five (5) days written notice, may terminate this agreement for CITY'S default or if CITY 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, CITY shall:

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

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

18.4 After termination pursuant to section 18.1 or 18.2 above, COUNTY shall make payment for all services performed in accordance with this Agreement to

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

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

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

20. **NONDISCRIMINATION AND ELIGIBILITY:**

20.1 The CITY shall not discriminate in the provision of services, allocation 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 pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities.

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

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

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

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

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

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

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

22. **ALTERATION:**

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

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.

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24. **ASSIGNMENT** - CITY may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by CITY 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 CITY to COUNTY pursuant to this Agreement. CITY 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 CITY, including but not limited to, change in the majority ownership, change in the form of CITY'S business organization, management of CITY, CITY'S ownership of other business dealing with CITY under this Agreement, or filing of bankruptcy by CITY, shall be deemed an assignment for purposes of this paragraph.
25. **ADMINISTRATION** - The COUNTY Director of the Department of Public Health, 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. CITY 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.
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.
29. **NOTICES**- All correspondence and notices required or contemplated by this

1 Agreement shall be delivered to the respective parties at the addresses set forth below
2 and are deemed submitted one day after their deposit in the United States mail, postage
3 prepaid:

4 **COUNTY:**

5 County of Riverside, Department of Public Health
6 Contracts Unit
7 4065 County Circle Drive, Ste. 412
8 Riverside, CA 92503

9 **CITY:**

10 Hemet Fire Department
11 510 E. Florida Avenue
12 Hemet, CA 92543
13 Attn: Fire Chief

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

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

19 // /// /// ///

EXHIBIT A**SCOPE OF WORK**

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3 Fire Department Hazardous Materials Teams, which includes the CITY, shall provide
4 services outlined and specified as follows:
5

1. Project Description:**1.1 Spending Plan**

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8 1.1.1. CITY shall adhere to the spending plan as outlined in Attachment A.
9

1.2 Exercises/Drills

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11 1.2.1 CITY must participate in a minimum of 75% of all CHOG sponsored
12 exercises/drills; unless an emergency response precludes team participation, to be
13 eligible for reimbursement.

14 1.2.2 Scope and duration of the training and exercises shall be determined and
15 specified by the CHOG committee.

16 1.2.3 The exercises/drills shall be on the following dates:

17 1.2.3.1 Quarter 1, 2014

18 1.2.3.2 Quarter 2, 2014

19 1.2.3.3 Quarter 3, 2014

20 1.2.3.4 Quarter 4, 2014

1.3 Meeting Schedule

21
22 1.3.1 CITY must participate in a minimum of 75% of all CHOG meetings

23 1.3.2 The meetings shall be on the following dates:

24 1.3.2.1 March 2014

25 1.3.2.2 June 2014

26 1.3.2.3 September 2014

27 1.3.2.4 December 2014
28

1.3.3 Additional meetings shall be determined by the CHOG committee

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

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

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

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

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

2.4 Failure to comply with Anti-Terrorism Approval Authority (ATAA) requirements or other statutory requirements set forth in the 2013 Homeland Security Grant Program (HSGP) guidance. http://www.fema.gov/media-library-data/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf

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

3. **Disputes.**

3.1 The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the CITY shall submit to COUNTY 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 COUNTY, on its own initiative, has already rendered such a final decision. If the CITY is not satisfied with the decision of COUNTY, the CITY 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 involving
2 this Agreement, CITY agrees to diligently proceed with the performance of this
3 Agreement. Failure of the CITY to diligently proceed shall be considered a
4 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 CITY is not satisfied with the whole or part of the decision, CITY has the right
10 to pursue legal actions.

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

14 /// ///

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

2.2 Said reimbursement to CITY shall be in accordance with periodic payment requests invoices, and other supporting documentation submitted to COUNTY by CITY. Supporting documentation will be in the form of copies of original invoices, receipts, purchase orders, bids, certificates, equipment inventory tracking sheets, packing slips, copies of receipts, proof of payment or bank statements, and time sheets that document overtime and/or backfill costs incurred for participation in any CHOG sponsored training or exercise. CITY 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; proof of payment such as copies of cancelled checks to the vendor or bank statements; and the equipment inventory tracking sheet. In the State of

1 California, government agencies are not allowed to pay late charges, per Government
2 Codes, Section 926.10.

3 2.4 CITY shall ensure that grant funds are only used for allowable, fair, and
4 reasonable costs.

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

8 2.6 The original invoice and supporting documentation will be sent to:
9

10 **Address:**

11 Riverside County Department of Public Health
12 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 P.O. Box 7600
20 Riverside, CA 92513-7600
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**ATTACHMENT A
CHOG SPENDING PLAN HS2013**

6	Level B Splash Suits		01SP-01-ENSM	3000				3000
1	FTIR Monitor		07CD-01-FTIR	44000				44000
2	Haz-Mat Specialist Class	13-30905			5000		4000	9000
	CHOG Exercises				8000	3000		11000
	Total							\$ 67,000

COUNTY OF RIVERSIDE

Department of Public Health

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOPH/Public Health Emergency Preparedness and Response		CONTRACT NO. 14-075	RFP NO. N/A
FUND: 10000	DEPARTMENT IDs: 4200102100	PROJECT-GRANT HS100115	PROGRAM 75610
CLASS/LOCATION: 6610-33201		CONTRACT AMOUNT \$67,000	ACCOUNT NO. 525440
PERIOD OF PERFORMANCE: August 29, 2013 through February 28, 2015			
COUNTY CONTACT: Kim Saruwatari (951) 358-7100		CONTRACTOR REPRESENTATIVE: Mike Esparza, Interim Fire Chief, (951) 826-5332	
PROGRAM NAME: CHOG - 13			

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

WITNESSETH:

WHEREAS, the State of California has allocated funds, from the United States Homeland Security, to the County of Riverside Operational Area (OA) to assist the State with its effort to prepare for 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, CITY 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(s) attached hereto and incorporated herein.

CITY

City of Riverside Fire Department

By _____

Print Name _____

Date _____

COUNTY

By _____
Susan Harrington, Director of Public Health

Date _____

1 **1. BACKGROUND:**

- 2 1.1 The United States Department of Homeland Security awarded 2013
 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 CITY for participation in
 16 drills, training- sponsored by the County-wide HazMat Operations Group,
 17 hereafter referred to as "CHOG", and other hazardous material related drills,
 18 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 - CITY shall provide all services as outlined and
 25 specified in Exhibit A, SCOPE OF WORK (SOW), and Attachment A, SPENDING
 26 PLAN, attached hereto and by this reference incorporated herein.**

27 **4. PERIOD OF PERFORMANCE - This Agreement shall be effective from August 29,
 28 2013 through February 28, 2015.**

5. **COMPENSATION:**

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- 5.1 In consideration of services provided by CITY pursuant to Exhibit A, SCOPE OF WORK, and Attachment A, SPENDING PLAN, attached hereto and incorporated herein, CITY shall be entitled to receive payment as specified in Exhibit B, PAYMENT PROVISIONS, attached hereto and incorporated herein.
- 5.2 Payment by COUNTY to CITY 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 CITY. In the event of such termination, CITY 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 CITY 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 CITY, 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 CITY, its officers, employees, subcontractors, agents or representatives Indemnities' from this Agreement. CITY 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 CITY, CITY 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 CITY'S indemnification to Indemnities as set forth herein.

- 6.3 CITY'S obligation hereunder shall be satisfied when CITY 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 CITY'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 CITY from indemnifying the Indemnities to the fullest extent allowed by law.

7. **INDEPENDENT CONTRACTOR** - It is the parties' intention that CITY is an independent contractor and not an employee of the COUNTY, and in conformity, therewith that CITY shall retain sole and absolute discretion and judgment in the manner and means of carrying out his/her duties. Therefore, CITY is fully aware no relationship of employer-employee exists between the parties hereto. CITY 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 CITY under the provisions of this Agreement; and as an independent contractor, CITY 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 CITY'S obligation to indemnify or hold the COUNTY harmless, CITY 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.

8.1 **Workers' Compensation:**

If the CITY has employees as defined by the State of California, the CITY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed

1 by the laws of the State of California. Policy shall include Employers' Liability
2 (Coverage B) including Occupational Disease with limits not less than \$1,000,000
3 per person per accident. The policy shall be endorsed to waive subrogation in
4 favor of The County of Riverside, and, if applicable, to provide a Borrowed
5 Servant/Alternate Employer Endorsement.

6 **8.2 Commercial General Liability:**

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

18 **8.3 Vehicle Liability:**

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

28 **8.4 General Insurance Provisions - All lines -** For all insurances coverage
provided by a commercial insurance carrier, policies shall comply with the
following general insurance provisions:

8.4.1 Any insurance carrier providing insurance coverage hereunder shall be

1 admitted to the State of California and have an A M BEST rating of not
2 less than A: VIII (A:8) unless such requirements are waived, in writing,
3 by the County Risk Manager. If the County's Risk Manager waives a
4 requirement for a particular insurer such waiver is only valid for that
5 specific insurer and only for one policy term.

6 **8.4.2** The CITY'S insurance carrier(s) must declare its insurance
7 self-insured retentions. If such self-insured retentions exceed \$500,000
8 per occurrence such retentions shall have the prior written consent of the
9 County Risk Manager before the commencement of operations under this
10 Agreement. Upon notification of self insured retention unacceptable to
11 the COUNTY, and at the election of the Country's Risk Manager,
12 CITY'S carriers shall either; 1) reduce or eliminate such self-
13 insured retention as respects this Agreement with the COUNTY, or 2)
14 procure a bond which guarantees payment of losses and related
15 investigations, claims administration, and defense costs and expenses.

16 **8.4.3** CITY shall cause CITY'S insurance carrier(s) to furnish the
17 County of Riverside with either 1) a properly executed original
18 Certificate(s) of Insurance and certified original copies of
19 Endorsements effecting coverage as required herein, and 2) if requested
20 to do so orally or in writing by the County Risk Manager, provide
21 original Certified copies of policies including all Endorsements and all
22 attachments thereto, showing such insurance is in full force and effect.
23 Further, said Certificate(s) and policies of insurance shall contain the
24 covenant of the insurance carrier(s) that thirty (30) days written notice
25 shall be given to the County of Riverside prior to any material
26 modification, cancellation, expiration or reduction in coverage of such
27 insurance. In the event of a material modification, cancellation,
28 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

1 all endorsements and attachments thereto evidencing coverage's set forth
2 herein and the insurance required herein is in full force and effect.
3 CITY shall not commence operations until the COUNTY has been
4 furnished original Certificate (s) of Insurance and certified original copies
5 of endorsements and if requested, certified original policies of insurance
6 including all endorsements and any and all other attachments as required
7 in this Section. An individual authorized by the insurance carrier to do so
8 on its behalf shall sign the original endorsements for each policy and the
9 Certificate of Insurance.

10 **8.4.4** It is understood and agreed to by the parties hereto that the CITY'S
11 insurance shall be construed as primary insurance, and the COUNTY'S
12 insurance and/or deductibles and/or self-insured retention's or self-
13 insured programs shall not be construed as contributory.

14 **8.4.5** If, during the term of this Agreement or any extension thereof, there is a
15 material change in the scope of services; or, there is a material change in
16 the equipment to be used in the performance of the scope of work which
17 will add additional exposures (such as the use of aircraft, watercraft,
18 cranes, etc.); or, the term of this Agreement, including any extensions
19 thereof, exceeds five (5) years the COUNTY reserves the right to adjust
20 the types of insurance required under this Agreement and the monetary
21 limits of liability for the insurance coverage's currently required herein,
22 if, in the County Risk Manager's reasonable judgment, the amount or
23 type of insurance carried by the CITY has become inadequate.

24 **8.4.6** CITY shall pass down the insurance obligations contained herein to all
25 tiers of subcontractors working under this Agreement.

26 **8.4.7** The insurance requirements contained in this Agreement may be met
27 with a program(s) of self-insurance acceptable to the COUNTY.

28 **8.4.8** CITY 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:**

1 9.1 CITY shall, through the term of this Agreement, maintain all licenses necessary
 2 for the provision of the services hereunder and required by the laws and
 3 regulations of the United States, the State of California, County of Riverside, and
 4 all other governmental agencies. CITY shall notify COUNTY immediately, in
 5 writing, of inability to obtain or maintain such license. Said inability shall be
 6 cause for termination of this Agreement.

7 9.2 CITY shall ensure that CITY'S employees, agents and other CITY'S performing
 8 services under the terms of this Agreement are in compliance with all relative
 9 licensing requirements. CITY hereby agrees to notify COUNTY immediately, in
 10 writing, of inability of CITY or any of CITY'S employees, agents and other
 11 CITY'S, to obtain or maintain such license(s). Said inability shall be cause for
 12 termination of this Agreement.

13 9.3 A copy of each such license, permit, approval, waiver, exemption, registration,
 14 accreditation, and certificate shall be provided to Contracts Administration.

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

20 11. **STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS)** - CITY
 21 shall comply with SEMS requirements as stated in the California Emergency Services
 22 Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR
 23 Title 19, Sections 2445, 2446, 2447, and 2448.

24 12. **NATIONAL INITIATIVES** - CITY warrants and agrees to become fully compliant
 25 with National Incident Management System (NIMS) in the timeframe mandated by the
 26 federal government; and also support the Homeland Security Presidential Directive-5
 27 (HSPD-5) and National Response Plan.

28 13. **COMPLIANCE WITH STATUTES AND REGULATIONS** - CITY warrants and
 certifies that in the performance of this Agreement, CITY will comply with all applicable
 federal statutes, regulations, policies, guidelines, and requirements, including OMB

1 Circulars A-21, A-87, A-102, A-110, A-122, and A-133, E.O. 12372 and Uniform
 2 Administrative Requirements for Grants and Cooperative Agreements contained in Title
 3 28, Code of Federal Regulations, Part 66 or 70, which govern the application, acceptance
 4 and use of federal funds for this federally-assisted project.

5 **14. RECORDS AND DOCUMENTS:**

6 **14.1** CITY shall make available, upon written request by any duly authorized Federal,
 7 State or COUNTY agency, a copy of this grant Agreement and such books, documents
 8 and records as are necessary to certify the nature and extent of the costs of the services
 9 provided by CITY. All such books and records shall be maintained by CITY for at least
 10 five years from termination of this Agreement.

11 **14.2** CITY to provide COUNTY with reports and information relative to this grant
 12 Agreement and in accordance with terms set forth herein, as may be requested by
 13 COUNTY.

14 **14.3** Failure to maintain all grant records for the required retention period could result
 15 in a reduction of eligible grant activities, and an invoice to return costs associated with
 16 the unsupported activities.

17 **15. CONDUCT OF CONTRACTOR:**

18 **15.1** CITY agrees to inform the COUNTY of all the CITY'S interest, in any, which are
 19 or which the CITY believes to be incompatible with any interest of the COUNTY.

20 **15.2** CITY shall not, under circumstances, which might reasonably be interpreted as an
 21 attempt to influence the recipient in the conduct of his duties, accept any gratuity
 22 or special favor from individuals or organizations with whom the CITY is doing
 23 business or proposing to do business, in accomplishing the work under the
 24 contract.

25 **15.3** CITY shall not use for personal gain or make other improper use of privileged
 26 information, which is acquired in connection with this contract. In this
 27 connection, the term of "privileged information" includes, but is not limited to,
 28 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.

1 15.4 CITY or employees thereof shall not offer gifts, gratuity, favors, and
2 entertainment directly or indirectly to COUNTY employees.

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

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

13 18. **TERMINATION** :

14 18.1 COUNTY or CITY may terminate this Agreement without cause upon 10 days
15 written notice served upon the COUNTY or CITY stating the extent and effective date of
16 termination.

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

22 18.3 After receipt of the Notice of Termination pursuant to section 18.1 or 18.2 above,
23 CITY shall:

24 18.3.1 Stop all work under this Agreement on the date specified in the Notice of
25 Termination;

26 18.3.2 Transfer to COUNTY and deliver in the manner, and to the extent, if
27 any, as directed by COUNTY, any equipment, data or reports which, if
28 the Agreement had been completed, would have been required to be
furnished to COUNTY;

18.4 After termination pursuant to section 18.1 or 18.2 above, COUNTY shall
make payment for all services performed in accordance with this Agreement to

1 the date of termination, a total amount which bears the same ratio to the total
 2 maximum fee otherwise payable under this Agreement as the services actually
 bear to the total services necessary for performance of this Agreement.

3 **18.5** Notwithstanding any of the provisions of this Agreement, CITY'S rights under
 4 this Agreement shall terminate (except for fees accrued prior to the date of
 5 termination) upon dishonesty, or a willful or material breach of this Agreement.
 6 CITY'S unwillingness or inability for any reasons whatsoever to perform the
 7 duties hereunder; or if the Agreement results in termination pursuant to section
 8 18, CITY shall not be entitled to any further compensation under this Agreement.

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

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

15 **20.** **NONDISCRIMINATION AND ELIGIBILITY:**

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

22 **20.2** For the purpose of this Agreement, distinctions on the grounds of race, religion,
 23 color, sex, national origin, age, or physical or mental handicap include, but are not
 24 limited to, the following:

25 **20.2.1** Denying an eligible person or providing to an eligible person any services
 26 or benefit which is different, or is provided in a different manner or at a
 27 different time from that provided to other eligible persons under this
 28 Agreement.

1 **20.2.2** Subjecting an eligible person to segregation or separate treatment in any
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 - CITY and CITY'S employees shall have no interest, and
15 shall not acquire any interest, direct or indirect, which will conflict in any manner or
16 degree with the performance of services required under this Agreement.**

17 **22. ALTERATION:**

18 **22.1** COUNTY must forward and secure prior approval from ATAA (via OES) for any
19 CITY requests for modifications/alterations that are material deviations from
20 Exhibit A. If ATAA approves, COUNTY will notify CITY and execute an
21 amendment to this Agreement that reflects the material modification.

22 **22.2** No alteration or variation of the terms of this Agreement shall be valid unless
23 made in writing and signed by the parties hereto, and no oral understanding or
24 agreement not incorporated herein, shall be binding on any of the parties hereto.

25 **22.3** Only the County Board of Supervisors or the County Purchasing Agent may
26 authorize any alteration or revision of this Agreement. The parties expressly
27 recognize that COUNTY personnel are without authorization to either change or
28 waive any requirements of this Agreement.

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

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24. **ASSIGNMENT** - CITY may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY provided, however, obligations undertaken by CITY 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 CITY to COUNTY pursuant to this Agreement. CITY 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 CITY, including but not limited to, change in the majority ownership, change in the form of CITY'S business organization, management of CITY, CITY'S ownership of other business dealing with CITY under this Agreement, or filing of bankruptcy by CITY, shall be deemed an assignment for purposes of this paragraph.
25. **ADMINISTRATION** - The COUNTY Director of the Department of Public Health, 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. CITY 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.
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.
29. **NOTICES**- All correspondence and notices required or contemplated by this

1 Agreement shall be delivered to the respective parties at the addresses set forth below
2 and are deemed submitted one day after their deposit in the United States mail, postage
3 prepaid:

4 **COUNTY:**

5 County of Riverside, Department of Public Health
6 Contracts Unit
7 4065 County Circle Drive, Ste. 412
8 Riverside, CA 92503

9 **CITY:**

10 City of Riverside Fire Department
11 3401 University Avenue
12 Riverside, CA 92501
13 Attn: Mike Esparza, Interim Fire Chief
14 or to such other address(es) as the parties may hereafter designate.

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

19 //

EXHIBIT A**SCOPE OF WORK**

Fire Department Hazardous Materials Team, which includes CITY, shall provide services outlined and specified as follows:

1. Project Description:**1.1 Spending Plan**

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

1.2 Exercises/Drills

1.2.1 CITY 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 Quarter 1, 2014

1.2.3.2 Quarter 2, 2014

1.2.3.3 Quarter 3, 2014

1.2.3.4 Quarter 4, 2014

1.3 Meeting Schedule

1.3.1 CITY 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 2014

1.3.2.2 June 2014

1.3.2.3 September 2014

1.3.2.4 December 2014

1 **1.3.3** Additional meetings shall be determined by the CHOG committee

2 **1.3.4** Agenda and duration of the meeting shall be determined and specified by
3 the CHOG committee.
4

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

7 **2.1** Failure to participate in a minimum of 75% of all CHOG sponsored trainings and
8 exercises as outlined in Section 1.2.3, Exercises/Drills, above unless an
9 emergency response precludes team participation.

10 **2.2** Failure to participate in a minimum of 75% of all CHOG meetings as outlined in
11 Section 1.3.2, Meeting Schedule, above unless an emergency response precludes
12 team participation.

13 **2.3** Failure to submit for reimbursement and include all required backup
14 documentation.

15 **2.4** Failure to comply with Anti-Terrorism Approval Authority (ATAA) requirements
16 or other statutory requirements set forth in the 2013 Homeland Security Grant
17 Program (HSGP) guidance. [http://www.fema.gov/media-library-data/20130726-
18 1916-25045-6176/fy_2013_hsgp_foa.pdf](http://www.fema.gov/media-library-data/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf)

19 **2.5** In the event of such suspension, CITY shall be entitled to reimbursement for
20 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 CITY shall submit to COUNTY a written
24 demand for a final decision regarding the disposition of the dispute between the
25 parties arising under, related to or involving this Agreement, unless the
26 COUNTY, on its own initiative, has already rendered such a final decision. If the
27 CITY is not satisfied with the decision of COUNTY, the CITY may appeal the
28 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, CITY agrees to diligently proceed with the performance of this Agreement. Failure of the CITY 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 CITY is not satisfied with the whole or part of the decision, CITY has the right to pursue legal actions.

4. Supplanting - CITY 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 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 CITY for services performed 30 NET working days after submission of invoice by CITY. COUNTY is not responsible for any costs incurred above or beyond the Agreement amount.

2.2 Said reimbursement to CITY shall be in accordance with periodic payment requests invoices, and other supporting documentation submitted to COUNTY by CITY. Supporting documentation will be in the form of copies of original invoices, receipts, purchase orders, bids, certificates, equipment inventory tracking sheets, packing slips, copies of receipts, proof of payment or bank statements, and time sheets that document overtime and/or backfill costs incurred for participation in any CHOG sponsored training or exercise. CITY 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; proof of payment such as copies of cancelled checks to

1 the vendor or bank statements; and the equipment inventory tracking sheet. In the State of
2 California, government agencies are not allowed to pay late charges, per Government
3 Codes, Section 926.10.

4 **2.4** CITY shall ensure that grant funds are only used for allowable, fair, and
5 reasonable costs.

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

9 **2.6** The original invoice and supporting documentation will be sent to:

10
11 **Address:**

12 Riverside County Department of Public Health
13 ISS Fiscal Accounts Payable
14 P.O. Box 7849
15 Riverside, CA 92513-7849

16 **Copy:**

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

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