

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



**ITEM**  
3.15  
(ID # 5426)

**MEETING DATE:**

Tuesday, October 3, 2017

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Ratify and Approve the Professional Services Agreement with Strategic Contracting Services, Inc., for four (4) Criminal Intelligence Analysts contractual services for FY 16/17-18/19, All Districts, [\$455,000-100% Federal Grant Revenue]

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

1. Ratify and Approve the Professional Services Agreement with Strategic Contracting Services, Inc. for four (4) Criminal Intelligence Analysts contractual services for an amount not to exceed \$455,000 for FY16/17-18/19 and authorize the Chairman of the Board of Supervisors to execute said Agreement on behalf of the County.

**ACTION:** 4/5 Vote Required, Policy


  
Will Taylor, Director of Administration 9/21/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: October 3, 2017  
xc: Sheriff

Kecja Harper-Ihem  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 16/17-18/19</b>	

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

**BACKGROUND:**

**Summary**

The U.S. Office of National Drug Control Policy (ONDCP) notified the Riverside County Sheriff's Department that it was allocated High Intensity Drug Trafficking Areas (HIDTA) 17 program funds for this year. The proposed grant period will be from January 1, 2017 through December 31, 2018.

For over 25 years, Riverside County has participated in the HIDTA program, which fosters cooperation among law enforcement agencies in their efforts to eliminate drug trafficking locally and nationally. The LA-HIDTA is comprised of the Los Angeles, Orange, Riverside, and San Bernardino counties. The Office of National Drug Control Policy and the LA-HIDTA have confirmed the Riverside County's total allocation for this grant award cycle is \$1,251,346, of that amount \$455,000 is allocated to contracting with Strategic Contracting Services, Inc for four (4) Crime Intelligence Analysts.

On July 11, 2017, a Form 11 (3.50) was adopted by the Board of Supervisors accepting the award of \$1,251,346. A Sole Source Justification allowing Strategic Contracting Services, Inc., to be awarded without a competitive bid was submitted to the Board on that date as well. Based on the dollar amount of the professional services agreement it must be approved by the Chairman of the Board of Supervisors.

The agreement has been reviewed and approved as to form by County Counsel. Staff recommends approval of the motion.

**Impact on Residents and Businesses**

HIDTA funding will allow the Sheriff's Special Investigations Bureau (SIB) to provide a level of narcotics enforcement beyond the normal, everyday enforcement.

**SUPPLEMENTAL**

**Contract History and Price Reasonableness**

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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The contracting rate for the Criminal Intelligence Analyst positions is established and approved by the grant. By utilizing the provided analysts, the department is saving on recruiting costs.

**ATTACHMENTS:**

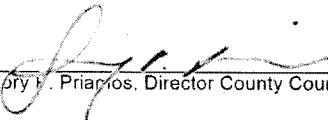
1. Professional Services Agreement

  
Elizabeth Olson

9/21/2017

  
Teresa Summers, Director of Purchasing

9/21/2017

  
Gregory Priapos, Director County Counsel

9/21/2017



Riverside County Sheriff's Department  
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**PROFESSIONAL SERVICES  
AGREEMENT:**

**CONTRACTOR:** Strategic Contracting Services, Inc.  
**AGREEMENT TERM:** Commencement Date (as defined in Section V) through December 31, 2018  
**MAXIMUM REIMBURSABLE AMOUNT:** \$455,000

771-271-182 311-15-069  
4095 Lemon Street

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, on behalf of the Riverside County Sheriff's Department, hereinafter ("RCSD"), and Strategic Contracting Services, Inc. (SCS), hereinafter ("Contractor").

**WHEREAS**, the Riverside County Sheriff's Department participates in the High Intensity Drug Trafficking Area (HIDTA) Grant Program with LA HIDTA and works in cooperation with law enforcement agencies within Los Angeles, Orange, Riverside and San Bernardino counties to eliminate drug trafficking locally and nationally. The Sheriff's Department desires the contracted services of four (4) Criminal Intelligence Analysts to assist by providing necessary case support and serve as a clearing house for the dissemination of narcotics related intelligence. These contracted services will be funded through RCSD's Inland Narcotics Clearing House (INCH) Initiative as part of the HIDTA 2017 grant, which has a grant performance period of January 1, 2017 to December 31, 2018 ("HIDTA 2017 Grant Performance Period"); and

**WHEREAS**, RCSD desires Contractor to serve as the Employer of Record, as further described in Addendum "B" attached hereto and incorporated herein by reference, for those Criminal Intelligence Analyst employees (hereinafter, "Criminal Intelligence Analysts") who, under the INCH Initiative, will perform those services described under Section III – CRIMINAL INTELLIGENCE ANALYSTS RESPONSIBILITIES, in accordance with the CONTRACT TERMS AND CONDITIONS (below), hereinafter referred to as CT&C. The CT&C specify the responsibilities of RCSD, the Criminal Intelligence Analysts, and the Contractor.

**NOW THEREFORE**, RCSD and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the CT&C.



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## **CONTRACT TERMS AND CONDITIONS (CT&C)**

### **I. RCSD RESPONSIBILITIES**

#### **A. RCSD will:**

1. Pay the Contractor for its contracted Employer of Record services as specified in Addendum "A" – Payment for Services, attached hereto and incorporated by reference into this Agreement.
2. Timely furnish Contractor with the correct regular and overtime hours worked, bill rates and wage rates for Criminal Intelligence Analysts and verify the accuracy of same and the totals on the statement/printout furnished by Contractor.
3. Notify Contractor of any errors in charges within thirty (30) days of the statement date. Assume all liability for the accuracy of the hours reported to Contractor by RCSD.
4. Provide Contractor with written accurate job description for workers' compensation rate purposes and promptly report by phone any and all accidents, injuries, and claims to, by or concerning Criminal Intelligence Analysts to Contractor and, if not an emergency, send any work related injured Criminal Intelligence Analysts to a doctor approved by the workers' compensation insurance provider in RCSD's area, as designated from time to time.
5. Allow all applicable insurance carriers and Contractor to inspect the work areas and job sites of RCSD, and INCH workplace, and agree to cease, modify, change, or repair any work practice or premises defect that the insurance carrier or Contractor reasonably deems to be hazardous to the Criminal Intelligence Analysts or not in good practice and/or a violation of any law or regulation.
6. Comply with any government contracting provisions, and be responsible for filing quarterly, annual or any other reports required of any business in RCSD's industry with the exception of payroll tax reports associated with personnel provided by Contractor as described under Section II – CONTRACTOR RESPONSIBILITIES.
7. Provide any and all work product training specific to the duties to be performed by the Criminal Intelligence Analysts in servicing RCSD's various customer or client entities, including compliance with professional licensing requirements, if any.



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8. File written discipline reports and promptly report to and consult with Contractor with regard to any problems or concerns with the Criminal Intelligence Analysts as to performance and/or any special needs of RCSD.
9. Report to Contractor any incidents that would create good cause to terminate or discharge Criminal Intelligence Analysts.
10. Reasonably cooperate with Criminal Intelligence Analysts in obtaining and maintaining the background/clearance and proper certifications required under Section III.

## **II. CONTRACTOR RESPONSIBILITIES**

### **A. The Contractor shall:**

1. Provide those Employer of Record services described in Addendum "B" – Employer of Record Services, attached hereto and incorporated herein by reference.

## **III. CRIMINAL INTELLIGENCE ANALYSTS RESPONSIBILITIES**

### **A. The Criminal Intelligence Analysts shall:**

1. Secure a secret level Department of Homeland Security background/clearance or other federal background/clearance of equal security level.
2. Obtain and maintain proper certifications and training within six months of hire, or as soon as scheduling allows.
3. Be responsible for quality control of data entered into various intelligence databases in order to maintain the integrity of intelligence data received and/or disseminated.
4. Be responsible for providing the following services:
  - A. Provide narcotic-related analytical support to all law enforcement agencies and task forces within the Inland Empire to support the L.A. HIDTA mission.
  - B. Analyze and assess criminal information of a confidential nature and develop comprehensive analytical reports based on available data.
  - C. Utilize numerous specialized analytical and informative state and federal databases to develop threat assessments, time series analyses regarding crime patterns, and identify criminal groups and key



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individuals involved in organized criminal activity, their methods of operation, and the extent of the individual's criminal influence on its organized criminal group.

- D. Research of all applicable files, database systems and case summaries in order to respond to intelligence and criminal activity inquiries from all local, state and federal law enforcement agencies (FBI, DEA, ATF, IRS, etc.) and prosecuting attorneys.
  - E. Provide telephone record analysis charting methods and other link charting to determine interrelationships and transactions involving criminal activity; use crime analysis techniques including, but not limited to, financial analysis, time series analysis, and case analysis to view and evaluate patterns of criminal activity; evaluate patterns of similar suspects or crime groups, to include maps, charts, and other statistics.
  - F. Provide strategic analytical services, development, and training at the state level in direct support of the initiatives and programs of the Inland Empire High Intensity Drug Trafficking Area (HIDTA); help facilitate the preparation of the Inland Empire's portion of the Los Angeles Region HIDTA budget and initiative's description.
  - G. Monitor Computer Aided Dispatch (CAD) machine, teletypes, and DDCC mail to stay abreast of any developing situations, including homicides, officer safety issues, highway closures, severe weather conditions, etc.; determine how the information should be disseminated to the approved audience and take appropriate action.
  - H. Develop reports, threat assessments, bulletins and other alert work products in a timely manner to enhance the flow of relevant trends of criminal activity; determine which individuals or groups need the information based on the level of intelligence contained in the product; then disseminate to the appropriate audience.
  - I. Rotate with other Criminal Intelligence Analysts within the INCH division to be on standby to respond to emergency situations.
  - J. Perform installation of software and hardware at various law enforcement agencies who have requested access to the statewide intelligence network database.
  - K. Monitor and maintain the integrity of data entered from law enforcement agencies by deleting or adding information, correcting duplicate entries, and confirming entries are 28 CFR Part 23 compliant.
- B. Failure on the part of a Criminal Intelligence Analyst to fulfill, to the satisfaction of RCSD, the responsibilities set forth in this Section III shall be grounds for discharge pursuant to Section R of Addendum "B".



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#### IV. FISCAL PROVISIONS

##### A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed the sum of \$455,000.

##### B. LINE ITEM BUDGET

<b>BUDGET ITEMS</b>	
Provide contracted services of four (4) Criminal Intelligence Analysts who will assist the Sheriff's Department by providing necessary case support and serve as a clearing house for the dissemination of narcotics related intelligence as part of the Inland Narcotics Clearing House (INCH) Initiative under HIDTA 2017 Grant. Contracted services will be performed within the HIDTA 2017 grant performance period of January 1, 2017 through December 31, 2018.  Contracted services will include cost of the four Criminal Intelligence Analysts salaries, benefits and service rate percentage of 39.97%.  The salary for each Criminal Intelligence Analyst will range from \$28.38 to \$31.93 per hour.	
	\$455,000
<b>Total Amount</b>	<b>\$455,000</b>

##### C. MODIFICATION OF TERMS

Changes may be made to the line item budget above or the service rate percentage in Addendum "A" if the Contractor adequately documents the need for the change and all the following requirements are met:

1. The total amount of the Agreement does not change;
2. The Contractor delivers a written request to RCSD for any program/budget modification(s), explains the change(s), and specifically identifies the





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item(s) to be reduced or increased. Such requests must be made before the last ninety (90) days of the contract term.

3. RCSD approves the request in writing prior to implementation. RCSD reserves the right to deny request for reimbursement in excess of any line item; and
4. No other addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to the Agreement which is formally approved and executed by both parties.

#### D. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS

1. The Contractor will be paid the actual amount of each invoice.
  - a. Invoices are due by the 15<sup>th</sup> of the month following the end of the monthly billing cycle.
2. All invoices must contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
3. All invoices submitted in a timely and complete manner shall be processed within twenty (20) working days of receipt by RCSD and forwarded to the Auditor-Controller's office for payment. If the required supporting documentation or actual receipts are not provided, RCSD will delay payment until the report or receipts are received by RCSD.
4. In the event the Contractor receives payment under this Agreement, which is later disallowed by RCSD for nonconformance with the terms of the Agreement, the Contractor shall promptly refund the disallowed amount to RCSD on request; or at its option RCSD may offset the amount disallowed from any payment due to the Contractor.

#### E. DISALLOWANCE

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by RCSD, the Contractor shall promptly refund the disallowed amount to RCSD on request, or at its option, RCSD may offset the amount disallowed from any payment due to the Contractor under any contract with RCSD.



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## F. AVAILABILITY OF FUNDING

RCSD's obligation for payment under this Agreement is contingent upon the availability of funds from which payment can be made. In the event that such funds are not forthcoming for any reason, RCSD shall immediately notify Contractor in writing, and this Agreement shall be deemed terminated and have no further force and effect.

## V. GENERAL PROVISIONS

### A. AGREEMENT TERM

This Term of this Agreement shall commence on July 1, 2017 ("Commencement Date") and shall end on December 31, 2018.

### B. CONFLICT OF INTEREST

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that no person or subcontractor having any such interest shall be employed or retained by Contractor under this Agreement. The Contractor agrees to inform RCSD of all the Contractor's interests, if any, which are or may be perceived as incompatible with RCSD's interests. The Contractor shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement. The Contractor or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to RCSD employees.

### C. NOTICES

All notices, claims, correspondence, reports, and/or statements required or contemplated regarding this Agreement shall be addressed as follows:

**RCSD/INCH:** Riverside County Sheriff's Department  
SIB – HIDTA INCH  
1500 Castellano Road  
Riverside, CA 92509



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<b>CONTRACTOR:</b>	Strategic Contracting Services, Inc. 2626 Foothill Blvd, Suite 220 La Crescenta, CA 91214
Phone	(800) 975-5128 / (818) 248-0049
Email	Cheri@TotalHRMgmt.com
County Vendor Identification Number	87605

#### D. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality. The Contractor shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; RCSD information or data which is not subject to public disclosure; RCSD operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

The Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The Contractor shall not use such information for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor shall promptly transmit to RCSD all third party requests for disclosure of such information. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by RCSD, any such information to anyone other than RCSD. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

#### E. EMPLOYMENT PRACTICES

The Contractor 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, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act



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(Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

#### F. HOLD HARMLESS/INDEMNIFICATION

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

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

The specified insurance limits required in the Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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

#### G. INSURANCE

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be



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maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the County herein refers to 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 Insureds.

Workers' Compensation:

If Contractor has employees as defined by the State of California, Contractor shall maintain 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. 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.

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, cross liability coverage, and employment practices liability covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy shall name the County as Additional Insureds. 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.

Vehicle Liability:

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims



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made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.

General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Contractor shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Contractor insurance carrier(s) policies does not meet the minimum notice requirement found herein, Contractor shall cause Contractor's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration, or reduction in



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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 original policies, including all endorsements and attachments thereto evidencing coverage set forth herein and the insurance required herein is in full force and effect. Within thirty (30) days of final execution of this Agreement, Contractor shall provide County with original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4. It is understood and agreed by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work; or, there is a material change in the equipment to be used in the performance of the scope of work, the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with program(s) of self-insurance acceptable to the County's Risk Manager.
8. Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### H. LICENSES AND PERMITS

In accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.



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The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

#### I. INDEPENDENT CONTRACTOR

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees, including Criminal Intelligence Analysts, shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

#### J. ASSIGNMENT

The Contractor shall not assign any interest in the Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of RCSD.

#### K. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

Have not within a 3-year period preceding the beginning of the HIDTA 2017 Grant Performance Period been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public





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(federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a 3-year period preceding the beginning of the HIDTA 2017 Grant Performance Period had one or more public transactions (Federal, State, or local) terminated for cause or default.

L. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES

The Contractor shall comply with all Federal, State and County rules, regulations, requirements, and directives of the 2017 High Intensity Drug Trafficking Area (HIDTA 2017) grant program, including any applicable grant conditions attached hereto as Addendum "C". Contractor shall also comply with other applicable Federal, State and County agencies, and funding sources which impose duties and regulations upon RCSD, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

M. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by RCSD which shall furnish the decision in writing. The decision of RCSD shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending RCSD's decision. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

N. TERMINATION/SANCTIONS

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party.



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Failure by the Contractor to comply with any of the provisions, covenants, requirements, or conditions of this Agreement including, but not limited to, reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, RCSD may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. RCSD may also:

Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of RCSD; and/or

Discontinue reimbursement to the Contractor for and during the period in which the Contractor is in breach, the reimbursement of which the Contractor shall not be entitled to recover later; and/or

Withhold funds pending a cure of the breach; and/or

Offset against any monies billed by the Contractor but yet unpaid by RCSD.

RCSD shall give the Contractor notice of any action pursuant to this paragraph, the notice of which shall be effective when given.

After receipt of a notice of termination, Contractor shall:

Stop all work under this Agreement on the date specified in the notice of termination; and

Transfer to RCSD and deliver in the manner as directed by RCSD any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to RCSD.

Contractor'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 by Contractor; or in the event of Contractor's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, Contractor shall not be entitled to any further compensation under this Agreement.

After termination, RCSD shall make payment only for Contractor's performance up to the date of termination in accordance with this Agreement.

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



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O. OWNERSHIP/USE OF CONTRACT MATERIALS AND PRODUCTS

The Contractor agrees that all materials, reports or products in any form, including electronic, created by Contractor for which Contractor has been compensated by RCSD pursuant to this Agreement shall be the sole property of RCSD. The material, reports or products may be used by RCSD for any purpose that RCSD deems to be appropriate, including, but not limit to, duplication and/or distribution within RCSD or to third parties. Contractor agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of RCSD.

P. SAME TYPE OR EQUIVALENT SERVICES

Nothing in this Agreement shall prohibit RCSD from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by RCSD to be in its best interest. RCSD reserves the right to purchase more or less than the quantities specified in this Agreement.

Q. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE

All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by RCSD or other regulatory agencies at all times. The Contractor shall provide adequate cooperation to any inspector or other RCSD representative to permit him/her to determine the Contractor's conformity with the terms of this Agreement. If any services performed or products provided by Contractor are not in conformance with the terms of this Agreement, RCSD shall have the right to require the Contractor to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to RCSD. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; RCSD shall have the right to: (1) require the Contractor immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. RCSD may also terminate this Agreement for default and charge to Contractor any costs incurred by RCSD because of the Contractor's failure to perform. Contractor shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a RCSD representative or other regulatory official to monitor, assess, or evaluate Contractor's performance under this Agreement at any time, upon reasonable notice to the Contractor.

R. SUBCONTRACTORS



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No contract shall be made by the Contractor with any other party for furnishing any of the work or services under this Agreement without the prior written approval of RCSD; but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

#### S. RECORDS AND DOCUMENTS

Contractor shall make available, upon written request by any duly authorized Federal, State, or RCSD agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the Contractor's costs related to this Agreement. All such books, documents and records shall be maintained by Contractor for at least five years following termination of this Agreement and be available for audit by RCSD. Contractor shall provide to RCSD reports and information related to this Agreement as requested by RCSD.

#### T. FORCE MAJEURE

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

#### U. EDD REPORTING REQUIREMENTS

In order to comply with child support enforcement requirements of the State of California, RCSD may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The Contractor agrees to furnish the required data and certifications to RCSD within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the Contractor to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If Contractor has any questions concerning this reporting requirement, please call (916) 657-0529. Contractor should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).



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V. WAIVER

Any waiver by RCSD 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 of this Agreement. Failure on the part of RCSD to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing RCSD from enforcement of the terms of this Agreement.

W. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

X. MODIFICATION OF TERMS

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

Y. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

[signatures on following page]



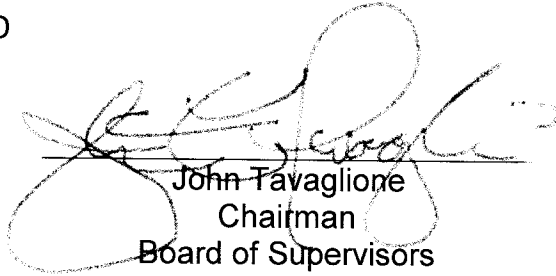
Riverside County Sheriff's Department  
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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

RCSD

CONTRACTOR

By:

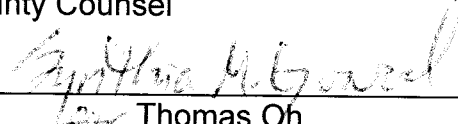
  
John Favaglione  
Chairman  
Board of Supervisors

  
James Harwood, CEO  
Strategic Contracting Services,  
Inc. (SCS)

Dated: OCT 03 2017

Dated: 9/22/17

Approved as to form:  
Gregory P. Priamos  
County Counsel

By:   
Thomas Oh  
Deputy County Counsel

Dated: 9-21-17

ATTEST:

KEGIA HARPER-JHEM, Clerk

By:   
DEPUTY



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PROFESSIONAL SERVICE AGREEMENT  
STRATEGIC CONTRACTING SERVICES, INC.

**ADDENDUM "A"**

**PAYMENT FOR SERVICES**

Contracted services will include cost of four (4) Criminal Intelligence Analysts salaries, benefits and service rate percentage of 39.97%, but not to exceed the total amount of \$455,000 as set forth in Section 4(A) of the Agreement. The foregoing service rate percentage consists of the following:

- Payroll Taxes – 14.45% (Social Security -6.2%; Medicare – 1.45%; Federal Unemployment Tax Act (FUTA) – 0.6%; State Unemployment Tax Act (SUTA) – 6.2%)
- Workers' Compensation Insurance – 1.0%
- Management, Insurance and Liability Fee – 24.52%

Contractor shall calculate the bill rate for each pay period and will present a bi-weekly statement for the services to RCSD, with method of payment set forth in Section IV – FISCAL PROVISIONS, paragraph, D of the Agreement. The bill rate is the sum of the total gross Criminal Intelligence Analyst earnings, plus benefits (as set forth below) and the service rate percentage (as outlined above). The cost of any benefits chosen by Criminal Intelligence Analyst will be either billed to RCSD and/or deducted from Criminal Intelligence Analyst gross wages on a per pay period basis. RCSD reserves the right to modify their contribution to the cost of benefits outlined below based on budgetary needs. Available employee benefits programs including the following: medical and dental insurance coverages. Any modifications or changes to the employee benefits programs listed above shall require a written amendment to the Agreement executed by RCSD and Contractor.

The payroll schedule will be bi-weekly. Paydays will be every other Friday and the first pay period will begin on the Commencement Date.

Contractor will generate the bi-weekly payroll from time cards, or other acceptable tracking methods, submitted by the Criminal Intelligence Analysts. After the payroll is processed, the invoice total will be forwarded to RCSD. Payroll will be delivered via US Mail, or other similar method including electronic transmittal, net pay amounts will be direct deposited into employee bank accounts. Payment by RCSD to Contractor will be pursuant to the provisions in Section IV(D) of the Agreement.



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Contractor will cause the net pay for each Criminal Intelligence Analyst to be direct deposited into the Criminal Intelligence Analyst's bank account(s) and will prepare and submit appropriate tax and other payroll reports/payments. Payroll information/reports will be sent by Contractor to RCSD via UPS the day prior to the scheduled payday.

Contractor will create on-line user accounts for each Criminal Intelligence Analyst so they can access their own personal information, including pay stubs (direct deposit notification). Contractor will also create on-line user accounts for appropriate Criminal Intelligence Analysts so they can access payroll reports/information and the payroll invoice.

Contractor's service rate percentages are subject to change due to increases or decreases in employment tax rates, workers compensation insurance rates, employment practices liability insurance rates, general liability insurance rates, errors and omissions insurance rates, automobile insurance rates, FICA rates, or any other rates and charges outside of the control of Contractor.

Any changes to the service rate percentage, or Line Item Budget under Section IV – FISCAL PROVISIONS, shall be subject to the terms and conditions set forth in Section IV, paragraph C.





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PROFESSIONAL SERVICE AGREEMENT  
STRATEGIC CONTRACTING SERVICES, INC.

**ADDENDUM "B"**

**EMPLOYER OF RECORD SERVICES**

Contractor agrees to be the Employer of Record for those Criminal Intelligence Analysts that are designated by RCSD, and, as Employer of Record, will be responsible for the following:

A. Assist RCSD in the process of designating those Criminal Intelligence Analysts that are to be covered by this Agreement and coordinate the consignment of those Criminal Intelligence Analysts to perform the responsibilities set forth in Section III of the Agreement.

B. Consult with RCSD on employment matters related to the Criminal Intelligence Analysts including, but not limited to, hiring, determination of rates of pay, and assignment to the INCH Initiative.

C. Be responsible for employment administration and human resource management including pre-screening, performance evaluations, human resources-related training (e.g. sexual harassment), discipline, and termination of the Criminal Intelligence Analysts covered under this Agreement.

D. Provide human resource management procedures to be utilized and followed by the Criminal Intelligence Analysts covered under this Agreement. RCSD shall not be responsible for employment (human resources) related matters as such matters are reserved to Contractor as being normally incidental to the Employer of Record services. Accordingly, as it relates to the Criminal Intelligence Analysts, RCSD agrees to coordinate all employment (human resources) related decisions and directives through the Contractor's offsite client manager assigned to the RCSD account under this Agreement.

E. For each Criminal Intelligence Analyst covered under this Agreement, Contractor will timely distribute (pay) payroll for each employee's wages, subject to RCSD's compliance with the payroll and payment schedule terms stated above.

F. Administer and pay applicable employee and employer federal, state and local mandatory payroll taxes and payments, such as income tax withholding, Social Security, Medicare, federal and state unemployment taxes and file all quarterly and annual reports required in connection therewith.



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- G. Administer and pay, through salary withholdings, any optional participation of voluntary employee benefit programs, if any.
- H. Maintain individual Criminal Intelligence Analyst master files and salary and wage records and complete and issue W-2's and file all reports required in connection therewith.
- I. Administer Paid Leave Time and, if requested by RCSD, secure temporary replacement personnel for Criminal Intelligence Analysts on leave.
- K. In addition to the insurance requirements under Section V(G) of the Agreement, Contractor will secure Employment Practices Liability Insurance (EPLI) coverage for Criminal Intelligence Analysts to the extent permitted by law and public policy.
- N. Administer and coordinate compliance concerning all Criminal Intelligence Analysts with the Immigration Reform and Control Act of 1986 and handle all filing in connection therewith.
- O. Administer and coordinate compliance concerning all Criminal Intelligence Analysts with the Consolidated Omnibus Budget Reconciliation Act (COBRA) and handle all filings in connection therewith, if any.
- P. Conduct an orientation with Criminal Intelligence Analysts explaining their employment status with Contractor, including the available benefits and the employer-employee agreement and present the other new employee paperwork required.
- Q. Administer and oversee the employer-employee relationship between Contractor and Criminal Intelligence Analysts, including compliance with the applicable state and federal statutes governing the workplace rights and obligations between employees and employers involving the prevention of unlawful harassment, discrimination and workplace violence. Contractor will also administer and oversee compliance with *Government Code Section 12950.1* on sexual harassment training.
- R. If RCSD reports an incident to Contractor that would create good cause to discipline or discharge any Criminal Intelligence Analysts, Contractor shall, at its option, either transfer or terminate any such Criminal Intelligence Analyst.
- S. Provide a Drug Free Workplace Policy to comply with all controlling federal, state and local laws, regulations, ordinances, directives, and rules.
- T. Produce and maintain employee handbook policies and procedures and apply such policies in a manner designed to improve human resources management.



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U. Undertake such other services as may be requested and agreed to in writing by RCSD and Contractor and upon agreement as to the compensation therefore.



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PROFESSIONAL SERVICE AGREEMENT  
STRATEGIC CONTRACTING SERVICES, INC.

**ADDENDUM "C"**

**2017 HIDTA 2017 GRANT CONDITIONS**

[attached on the following page]

## GRANT CONDITIONS

### A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this 2016 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.  
  
For more information on the Part 200 Uniform Requirements, see <https://efo.gov/efofar/>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.
2. This award is subject to the following additional regulations and requirements:
  - 28 CFR Part 69 – "New Restrictions on Lobbying"
  - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
  - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than nine months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS DPM). Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent (s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

These general terms and conditions, as well as archives of previous versions of the general terms and conditions, are available online at <https://efo.gov/efofar/efofar-2016-2017-awards>.

### 7. Conflict of Interest and Mandatory Disclosures

#### A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Native American tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

#### **B. Mandatory Disclosure Requirement**

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

8. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) Be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active System for Award Management registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
9. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

10. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180, dealing with all sub-awards and contracts issued under the grant.
11. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:
  - a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
  - b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
  - c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
  - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
  - e) Take reasonable measures to safeguard protected PII and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

## B. Recipient Integrity and Performance Matters

### Reporting of Matters Related to Recipient Integrity and Performance

#### 1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient during that period of time must maintain and report current information to the SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-17, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

#### 2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5 year period; and
- c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
  - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
  - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
  - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

### 4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### 5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and



- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

### C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance (PPBG).
2. This award is subject to the requirements in ONDCP's HIDTA PPBG.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures, i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the Los Angeles HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

### D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

See also Section A. 4 regarding Federal Financial Reports.

### E. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS DPM system ([www.dpm.psc.gov](http://www.dpm.psc.gov)).
2. The grantee must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS DPM using the remittance instructions provided below.

*Remittance Instructions* - Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

- (i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway - ACH Receiver St. Paul, MN

- (ii) For Fedwire Returns\*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC Funds Transfer Division New York, NY

(\* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

For recipients that do not have electronic remittance capability, please make check\*\* payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox.

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(\*\* Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

Any additional information instructions may be found on the PMS Web site at <http://www.dhru.nsc.gov>.

4. The grantee or subgrantee may keep interest amounts up to \$500 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS



Stan Sniff

Riverside County Sheriff's Department

Date:

2/18/2017

BY: [Signature]  
COUNTY CLERK  
DATE: 2/17/17



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Glendale, California 91203

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*Director of Business Operations*

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A LIMITED  
LIABILITY  
PARTNERSHIP

September 20, 2017

*Writer's direct email:*  
*mgmartin@gravesandking.com*

Joann Roberts  
Administrative Services Manager  
Grants Unit  
Riverside County Sheriff's Department  
4095 Lemon Street  
Riverside, CA 92501

**Re: Professional Services Agreement for Criminal Intelligence  
Analysts - Strategic Consulting Services and  
County of Riverside – HIDTA 2017**

Dear Ms. Roberts:

Please allow this letter to confirm as notice that James Harwood is the owner of, and a duly authorized signatory for, Strategic Contracting Services, Inc. and is authorized to sign on behalf of Strategic Contracting Services, Inc. for the above referenced agreement.

Best regards,

**GRAVES & KING LLP**  
*Attorneys at Law*

MICHAEL G. MARTIN  
Outside General Counsel for Strategic Contracting Services Inc.  
MGM/kdlg