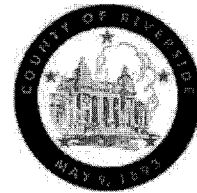


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
3.18
(ID # 6086)**

MEETING DATE:

Tuesday, January 23, 2018

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Acceptance of FY17 State Homeland Security Program (SHSP) Grant number 2017-0083 - 2 years; Adoption of FY17 SHSP Authorized Agent Resolution; and Ratification and Approval of County-Wide Hazardous Materials Operations Group (CHOG) Funding Agreements with City of Corona and other agencies. [All Districts] [Aggregate amount: \$2,457,924] [100% Federal Funds] [4/5 vote required]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the FY17 SHSP grant funding in the amount of \$2,457,924 from the California Governor's Office of Emergency Services (CalOES), awarded to the Riverside County Operational Area (OA) with the Emergency Management Department (EMD) as the lead agency, for the performance period of September 1, 2017 through May 31, 2020;
2. Adopt Resolution Number 2018-025, designating Authorized Agents in executing for and on behalf of the County any actions necessary for the purpose of obtaining and maintaining financial assistance on behalf of the entire OA provided by the U.S. Department of Homeland Security and subgranted through CalOES under the FY17 SHSP grant;
3. Authorize the EMD Director, or designee, to administer all actions necessary and sign all documents related to the ministerial administration of this grant;
4. Ratify and approve the attached County-Wide Hazardous Materials Operations Group (CHOG) 2017 Funding Agreement substantially in form between the County of Riverside, Emergency Management Department and the separate, non-County Hazmat response agencies in Riverside County listed in the background summary below, and authorize the EMD Director, or designee, to execute the separate Agreements on behalf of the County, as approved by County Counsel;
5. Approve and direct the Auditor-Controller to make budget adjustments as outlined in the attached Schedule A.

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries 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: January 23, 2018
xc: EMD, Auditor

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 485,784	\$ 1,972,140	\$ 2,457,924	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funds			Budget Adjustment: Yes	
			For Fiscal Years: 17/18-19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On October 25, 2016 (Agenda Item 3.33), the Board of Supervisors authorized the Riverside County EMD to apply for the FY17 SHSP on behalf of the Riverside County OA. Resolution 2016-216 designating Authorized Agents was also approved at this time, and is being replaced with Resolution 2018-025 to update Authorized Agent information. On October 20, 2017, the Cal OES awarded the Riverside OA federal pass-through funding in the amount of \$2,457,924, to enhance the OA's abilities to prevent, deter, respond to and recover from threats and incidents of terrorism and other catastrophic events. Riverside County EMD, on behalf of the Riverside County OA, is the lead agency for the SHSP grant. As the lead agency, Riverside County EMD will retain \$204,511 in order to manage and administer this grant. The remaining \$2,253,413 is distributed among the approved projects. The performance period for these funds is 9/1/2017 thru 5/31/20.

On December 18, 2002, Item 3.26, the Board of Supervisors appointed the Anti-Terrorism Approval Authority (ATAA) as the review board used for determining the utilization and distribution of SHSP funds. For FY17 SHSP, the ATAA has recommended, and the Riverside County OA has been awarded, funding for the projects listed below. The benefit of these projects will be realized among 26 city and county agencies throughout Riverside County:

<u>City/Agency</u>	<u>Project</u>	<u>Amount</u>
Banning PD	Interoperable Communications	\$69,208
Canyon Lake	CERT	\$1,653
Corona Fire	CERT	\$90,199
Corona PD	Interoperable Communications	\$86,500
Eastvale	CERT	\$9,193
Hemet Fire	CERT & Interoperable Communications	\$63,500
Hemet PD	Interoperable Communications	\$91,101
Indian Wells	CERT	\$788
Indio Fire	CERT	\$12,766
Indio PD	PPE	\$20,305
La Quinta	CERT	\$6,018
Lake Elsinore	CERT	\$8,858

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Moreno Valley	CERT	\$30,425
Morongo FD	PPE	\$20,000
Murrieta FD	CERT & Interoperable Communications	\$143,820
Murrieta PD	Interoperable Communications	\$87,345
Norco	CERT	\$3,926
Palm Desert	CERT	\$7,741
Palm Springs	CERT	\$7,067
Rancho Mirage	CERT	\$2,712
Riverside Co. EMD	M & A, Indirect Costs, CERT, Pharms, CHOG & Med Surge w/exercise	\$1,340,910
Riverside Co. Fire	Active Shooter Training & PPE	\$70,000
Riverside Co. Sheriff	Sheriff Regional Training & Bomb Suits	\$214,089
Riverside Fire	CERT	\$48,109
Temecula	CERT	\$16,514
Wildomar	CERT	<u>\$5,177</u>
	TOTAL:	<u>\$2,457,924</u>

The Emergency Management Department currently consists of four divisions: Administration, Operations, Preparedness, and Riverside County Emergency Medical Services Agency (REMSA). Two of these divisions will receive funding for projects.

Administration oversees the distribution and management of the overall operational area grant funds and will retain \$204,511 to pay for personnel and overhead.

Preparedness oversees the administration and program management of HazMat Operations, Pharmaceutical/Distribution Plans and Medical Surge projects and as stated above will receive the following awards for each of these projects:

HazMat Operations: \$500,000

Pharmaceutical/Distribution Plans: \$254,424

Medical Surge including Patient Management Plan and Exercise: \$252,510

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Pharmaceutical/Distribution Plans will use funding to purchase pharmaceuticals for first responders and their families and to support planning for and distribution of pharmaceuticals. 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.

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 coordinate exercises, enhance the Medical Volunteer Plan, and train/exercise response plans.

Community Readiness (a subdivision of Preparedness) oversees the Community Emergency Response Team (CERT) program at the county level and will use the funding to provide citizens and employees of Riverside County CERT training and equipment. CERT training prepares our residents for self-sustainment in a catastrophic event where professional help will be delayed.

Community Readiness also coordinates and manages volunteer programs such as RACES and Disaster Corps.

CERT: \$129,465

Impact on Residents and Businesses

These funds are used to sustain capabilities for the entire OA. The impact to our citizens is that through training, equipping our first responders, and planning, the communities are better served and protected. The OA also offers trainings directly to the communities through the Community Emergency Response Team (CERT) program which provides training to our communities on how to be self-sustaining and have the ability to help their neighbor during a catastrophic incident. The OA also participates in many emergency preparedness groups that are made up of residents and businesses and provides emergency preparedness materials and trainings through outreach activities such as safety fairs.

Additional Fiscal Information

This grant is Federally-funded through CalOES and is 100% reimbursable. \$233,784 is already in the current budget and \$252,000 will be added through the attached Schedule A. EMD will be expected to pay each of the Cities/Agencies for their expenses upon receipt of their completed allowable purchases prior to requesting reimbursement from CalOES. The remaining \$1,972,140 in expenditures will occur within the next two fiscal years and will be included in the County budgets for those years.

ATTACHMENTS:

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

1. Resolution 2018-025: Approve Authorized Agents for Grant Administration
2. County-Wide Hazardous Materials Operations Group (CHOG) 2017 Funding Agreement with City of Corona
3. Schedule A: Budget Adjustment

SCHEDULE A. BUDGET ADJUSTMENT

**FY 2017-2018
Schedule A**

Fund	Deptid	Account	Account Description	Amount
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Emergency Management Department

State Homeland Security Program (SHSP)

Increase Estimated Revenue

10000	2000100000	767220	Fed-Other Operating Grants	252,000.00
Total Increase in Estimated Revenue				252,000.00

Increase Appropriations

10000	2000100000	525440	Professional Services	240,000.00
10000	2000100000	510040	Regular Salaries	9,000.00
10000	2000100000	518100	Budgeted Benefits	3,000.00
Total Increase of Appropriations				252,000.00


Ryan Carter

1/16/2018


Misley Wang

1/2/2018


Gregory F. Priapos, Director County Counsel

1/9/2018

1 Board of Supervisors

County of Riverside

2 RESOLUTION NO. 2018-025

3 RESOLUTION TO DESIGNATE AUTHORIZED AGENTS UNDER THE FY17

4 HOMELAND SECURITY GRANT PROGRAM ADMINISTERED BY

5 THE GOVERNOR'S OFFICE OF EMERGENCY SERVICES.

6 BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of
7 Riverside, State of California, in regular session on January 23, 2018, that the
8 individual(s) whose position title appears below are hereby designated as Authorized
9 Officials, and are authorized to execute for and on behalf of the County of Riverside, a
10 public entity established under the laws of the State of California, any actions necessary
11 for the purpose of obtaining and maintaining federal financial assistance provided by the
12 United States Department of Homeland Security and subgranted through the Governor's
13 Office of Emergency Services.

14
15 Director of Emergency Management , OR

16 _____
(Title of Authorized Agent)

17 Deputy Director of Emergency Management ,OR

18 _____
(Title of Authorized Agent)

19 Emergency Services Manager ,OR

20 _____
(Title of Authorized Agent)

21 Program Chief II

22 _____
(Title of Authorized Agent)

23 ROLL CALL:

24 Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley

25 Nays: None

26 Absent: None

27 The foregoing is certified to be a true copy of a resolution duly
28 adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER IHEN, Clerk of said Board

By

[Signature]
Deputy

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 1/19/18
DATE
THOMAS OH



October 20, 2017

Kim Saruwatari
Director of Emergency Management
Riverside County
4210 Riverwalk Parkway #300
Riverside, CA 92505-3317

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL
Fiscal Year (FY) 2017 Homeland Security Grant Program
Grant #2017-0083, Cal OES ID#065-00000
Subrecipient Performance Period: September 1, 2017, to May 31, 2020

Dear Ms. Saruwatari:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2017 Homeland Security Grant Program (HSGP) award in the amount of \$2,457,924. Once your completed application is received and approved, you may request reimbursement of eligible grant expenditures using the Cal OES Financial Management Forms Workbook available at www.caloes.ca.gov.

During the review process, a Cal OES Program Representative will examine and evaluate your FY 2017 HSGP grant application. Throughout the grant cycle, Cal OES will use performance milestones set in the Department of Homeland Security/Federal Emergency Management Agency Grants Reporting Tool (GRT) as indicators of performance and grant management capacity and this information may be used in assessing future competitive grant applications. All activities funded with this award must be completed within the Subrecipient performance period.

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, Establish/Enhance Emergency Operations Center projects, projects requiring EHP review, and sole source procurement requests and controlled equipment requests require additional approvals from Cal OES. Subrecipients must obtain written approval for these activities **prior** to incurring any costs, in order to be reimbursed for any related costs under this grant. Subrecipients are also required to obtain a performance bond prior to the purchase of any equipment item over \$250,000, including any aviation or watercraft financed with homeland security dollars. Performance bonds must be submitted to your Program Representative no later than the time of reimbursement.

Kim Saruwatari
October 20, 2017
Page 2 of 2

Following acceptance of this award, you must enter your grant information into the GRT for the Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at <https://www.reporting.odp.dhs.gov/>. Your agency must prepare and submit the BSIR to Cal OES via the GRT semi-annually for the duration of the grant performance period or until you complete all activities and the grant is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

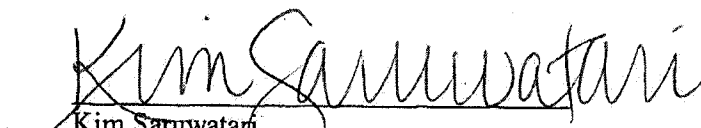
This grant is subject to all provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 days of receipt and keep a copy for your files. For further assistance, please feel free to contact your Cal OES Program Representative or the Homeland Security Grants Unit at (916) 845-8186.

Sincerely,



MARK S. GHILARDUCCI
Director


Kim Saruwatari
Riverside County

10/30/2017
Date

**COUNTY-WIDE HAZARDOUS MATERIALS OPERATIONS GROUP (CHOG)
2017 FUNDING AGREEMENT BY AND BETWEEN THE
CITY OF CORONA AND COUNTY OF RIVERSIDE**

This Agreement is made and entered into between the City of Corona (CITY), through its Fire Department, and the County of Riverside (COUNTY), a political subdivision of the State of California, on behalf of its Emergency Management Department (EMD). CITY and COUNTY are sometimes individually referred to as "party" and collectively as "parties".

1. BACKGROUND

1.1 The State of California has allocated 2017 Homeland Security Grant Program (HSGP) funds from the U.S. Department of Homeland Security to the Riverside County Operational Area (OA) to enhance the State's ability to prepare for, prevent, and respond to terrorist attacks and other major disasters.

1.2 The Riverside County Board of Supervisors appointed an Anti-Terrorism Approval Authority (ATAA) to manage the distribution of Homeland Security Grant Program (HSGP) funding, and authorized the Emergency Management Department (EMD) to serve as the lead agency on behalf of the OA.

1.3 The HSGP funding is intended to reimburse the CITY for participation in drills and training sponsored by the County-wide HazMat Operations Group (CHOG) and other hazardous material related drills, training and equipment as allowed by the HSGP guidelines.

2. ADMINISTRATION

The COUNTY Director of the Emergency Management Department, or designee, shall administer this Agreement on behalf of the COUNTY. The CITY Fire Chief, or designee, shall administer this Agreement on behalf of the CITY.

3. DESCRIPTION OF SERVICES

CITY shall provide all services as outlined and specified in Exhibit A, Scope of Work, at the prices stated in Attachment A, Spending Plan.

4. PERIOD OF PERFORMANCE

This Agreement shall be effective from November 18, 2017 through February 28, 2019.

5. COMPENSATION

5.1 CITY shall be entitled to receive payment as specified in Exhibit B, Payment Provisions, for services provided or expenditures made as specified in Exhibit A, Scope of Work, and

Attachment A, Spending Plan.

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

5.3 In the event of termination (as described in section 19), CITY shall be entitled to reimbursement of its eligible 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.

6. HOLD HARMLESS/INDEMNIFICATION

CITY shall indemnify and hold harmless COUNTY, its agencies, special districts, and departments, their respective officers, directors, Board of Supervisors, elected and appointed officials, employees, representatives, and agents (individually and collectively hereinafter referred to as "COUNTY Indemnitees") from any liability, damage, claim or action whatsoever based or asserted upon any services or actions of CITY, its officers, employees, subcontractors, representatives, or agents, arising out of or relating in any way to this Agreement, including but not limited to property damage, bodily injury or death. CITY shall, at its sole expense, including all costs and fees (including but not limited to attorney's fees, defense and settlements or awards), defend COUNTY Indemnitees in any claim or action for which indemnification is required. Any insurance requirements specified in this Agreement shall not in any way limit CITY's indemnification obligation.

7. INSURANCE

In recognition that each party to this Agreement is a public entity, both parties represent that they have and will continue to have for the terms of the Agreement not less than the type of insurance coverage typical for a public entity of its size and functions.

8. INDEPENDENT CONTRACTOR

The CITY is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CITY (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CITY shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further

understood and agreed by the parties that CITY in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9. LICENSING AND PERMITS

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 subcontractors performing services under the terms of this Agreement are in compliance with all applicable licensing requirements. CITY hereby agrees to notify COUNTY immediately, in writing, of inability of CITY or any of CITY's employees, agents and subcontractors, 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 COUNTY upon request.

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 shall comply with National Incident Management System (NIMS), 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 government cost principles, uniform administrative requirements and audit requirements for federal grant programs set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR)

which govern the application, acceptance and use of federal funds for this federally-assisted project. Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

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. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of the Grant Closeout Letter from the COUNTY in accordance to 2 CFR Part 200, Subpart D - Post Federal Award Requirements § 200.333. In the Grant Closeout Letter, COUNTY will notify the CITY of the start of the record retention period for all programmatic and financial grant-related records.

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 Agreement.

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

15.4 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 the 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.

18. DISPUTES

18.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties for prompt action.

18.2 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.

19. TERMINATION

19.1 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.

19.2 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.

20. 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.

21. NON-DISCRIMINATION

CITY shall not be 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 (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. §1210 et seq.) and all other applicable laws or regulations.

22. ALTERATIONS

COUNTY must forward and secure prior approval from ATAA (via EMD) and the State of California, Governor's Office of Emergency Services (CalOES) for any CITY requests for modifications/alterations that are material deviations from Exhibit A. If ATAA and CalOES approve, COUNTY will notify CITY and execute an amendment to this Agreement that reflects the material modification.

23. GOVERNING LAW/VENUE

This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California.

24. NOTICES

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

COUNTY:

County of Riverside
Emergency Management Department
4210 Riverwalk Parkway, Suite 300
Riverside, CA. 92505

CITY:

City of Corona
400 S. Vicentia Avenue
Corona, CA 92882
Attn: City Manager

With copy to:

Corona Fire Department
735 Public Safety Way

Corona, CA 92880
Attn: Fire Chief

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

25. ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

CITY OF CORONA

Signature: _____

Signature: _____

Print Name: Bruce Barton

Print Name: _____

Title: Director, Emergency Management

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Thomas Oh
Deputy County Counsel

Exhibit A
SCOPE OF WORK

The CITY Fire Department Hazardous Materials Team, on behalf of the CITY, shall provide services outlined and specified as follows:

1. Project Description:

1.1 Spending Plan

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 At least one exercise/drill shall be held in each of the following quarters:

- 1.2.3.1** Quarter 1, 2018
- 1.2.3.2** Quarter 2, 2018
- 1.2.3.3** Quarter 3, 2018
- 1.2.3.4** Quarter 4, 2018

1.3 Meeting Schedule

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

1.3.2 At least one meeting shall be held in each of the following months:

- 1.3.2.1** March 2018
- 1.3.2.2** June 2018
- 1.3.2.3** September 2018
- 1.3.2.4** December 2018

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:

2.1 COUNTY may suspend CITY's funding, in whole or in part, for the following reasons:

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

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

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

2.1.4 Failure to comply with Anti-Terrorism Approval Authority (ATAA) requirements or other statutory requirements set forth in the 2017 Homeland Security Grant Program (HSGP) guidance, which can be found at the following link:

https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2017_HSGP_NOFO_20170601v2014_605.pdf

2.2 In the event of such suspension, CITY shall be entitled to reimbursement for previous participation within the FY 17 grant performance period.

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

/// ///

EXHIBIT B
PAYMENT PROVISIONS

1. Amount Awarded

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

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

1.3 Spend according to Spending Plan (Attachment A).

2. Payment Request Process

2.1 COUNTY shall reimburse CITY for services after submission of a valid reimbursement request by CITY. A valid reimbursement request shall consist of all supporting documentation as deemed necessary by COUNTY. Reimbursement is contingent upon COUNTY's receipt of a complete reimbursement claim, inclusive of supporting documentation and/or documents as requested and/or required by COUNTY. COUNTY will not reimburse costs incurred above or beyond the Agreement amount.

2.2 Said reimbursement to CITY shall be in accordance with periodic payment request 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 payroll registers 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 (EM-18-100), remittance address, summary of hours (names, ranks, dates, hours, salary, and benefits) for all staff participating in a CHOG approved training or exercise, and additional supporting documentation as described in section 2.2 above.

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

2.5 CITY shall ensure that said goods or services performed, prior to procurement, are

not excluded from receiving federal contracts, subcontracts, and financial and non-financial assistance and benefits. To find a list of current companies (Entities) or individuals that have been declared ineligible to receive Federal contracts, CITY shall follow the instructions to access the System for Award Management (SAM) website: https://www.sam.gov/sam/transcript/Quick_Guide_for_Searching_Exclusions.pdf

CITY shall print out the results of the search, and include a copy of the results in its reimbursement claim. Reimbursement for equipment or services performed shall be contingent upon CITY submitting a negative search result.

2.6 CITY shall promptly return to COUNTY all funds received which exceed expenditures per the approved Spending Plan as identified in this Agreement. Additionally, failure to spend awarded funds within the performance period will result in revocation and reallocation of the grant award.

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

Address:
County of Riverside
Emergency Management Department
Business & Finance Division - Accounts Payable
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

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**ATTACHMENT A
CHOG SPENDING PLAN HS 2017
CITY OF CORONA FIRE DEPARTMENT**

Quantity	Description	Training Tracking Number	AEL #	Equipment Costs	OT/BF Costs	Tuition/ Expenses	Total Dollar Amount	Comments
1	Corona - Mass Casualty Decontamination, mobile or fixed system capable of delivering water or solutions in varying temperatures and at sufficient flow rates for the purpose of washing numerous contaminated victims. (1)		08D2-02-MCDS	\$10,500			\$10,500	
1	Corona - Kit, Chemical Leak Control-Chlorine Leak Kit B (contains devices to stops leaks at the valves, fusible plugs, and side walls of chlorine one ton containers)(1)		03OE-03-KTCL	\$4,800			\$4,800	
1	Corona - Photo-ionization detector (PID) for point detection of volatile organic chemicals (VOC). (1)		07CD-01-DPPI	\$15,000			\$15,000	
5	Corona - Maintenance for Infrared Spectrometer; Flame Ionization Detector (5)		21GN-00-MAIN	\$1,700			\$1,700	
1	Corona - 1, PER-291-Highway Emergency Response	18-01803			\$32,000		\$32,000	
	Corona - CHOG Quarterly Exercises				\$3,000		\$3,000	Drill Attendee
							\$67,000	