

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



ITEM
3.19
(ID # 10210)

MEETING DATE:

Tuesday, June 25, 2019


FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Approve and Execute the Agreement No. EP5005 between the County of Riverside and California Office of Planning and Research/California Volunteers to accept the CERT/LISTOS Target County Support Local Assistance Grant Funding. [All Districts] [\$373,424 - 100% State Funding] (4/5 vote) required]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Standard Agreement No. EP5005 between the County of Riverside and the California Office of Planning and Research/California Volunteers for a total aggregate amount of \$373,424 for the period of eighteen months through December 31, 2020 and authorize the Chairman of the Board to sign the Agreement on behalf of the County, including Form CCC-307 "Contractor Certification Clauses";
2. Authorize the EMD Director, or designee, to make a capital asset purchase of five trailers at \$8,000 each for a total of \$40,000 with this funding;
3. Authorize and direct the Auditor-Controller to adjust appropriations and estimated revenue as outlined in the attached Schedule A;
4. Authorize the EMD Director, or designee, to sign any subsequent amendments or other grant related documents, as approved by County Counsel that do not change the substantive terms of the agreement.

ACTION: 4/5 Vote Required, Policy


Bruce Barton, EMD Director 6/18/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: June 25, 2019
Page 1 of 3 EMD

Kecia Harper
Clerk of the Board

By 
3.19puty

ID# 10210

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 373,424	\$ 373,424	\$0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$0
SOURCE OF FUNDS: 100% State Funding			Budget Adjustment: Yes	
			For Fiscal Year: 18/19-20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

In March, Governor Gavin Newsom announced a \$50 million dollar public education campaign as part of the state's ongoing commitment to emergency preparedness and new executive action to better protect California's most wildfire-vulnerable communities. This public education effort, the California For All Emergency Preparedness Campaign, will be distributed to California communities and disaster preparedness partners by Cal OES and CaliforniaVolunteers.

In addition, six counties have been identified as target counties based on a number of factors given by Cal OES, CaliforniaVolunteers, and the Governor's office (high disaster risk and vulnerable populations). Riverside County was identified as one of the six. The targeted County CERT and LISTOS support range from just over \$250k to almost \$500k per target county, based on a base minimum and additional funds based on number of vulnerable populations.

The goal of the project is to increase Riverside County residents' level of preparedness and disaster response capabilities to improve their personal and the community's resiliency during and post-disaster recovery. Programmatic inputs needed to make this happen include the following: community outreach, collaboration, augmenting the number of trainers, training program managers, access to necessary equipment, the familiarity of equipment and volunteer recognition.

Impact on Residents and Businesses

The CERT and LISTOS training curriculum will provide the necessary education to our residents to enhance their level of preparedness and ability to respond within their community.

ATTACHMENTS:

SCHEDULE A. BUDGET ADJUSTMENT

SCHEDULE A

EMD

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

Administration
FUND 10000

Fiscal Year 2019/20

INCREASE IN ESTIMATED REVENUE:

10000-	2000100000-	751680	CA-State Grant Revenue	\$	373,424
<u>TOTAL INCREASE IN ESTIMATED REVENUE:</u>					<u>\$ 373,424</u>

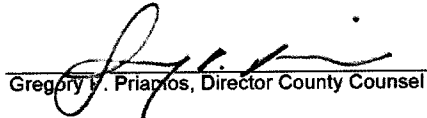
INCREASE APPROPRIATION:

10000-	2000100000-	510330	TAP Salaries	\$	96,368
10000-	2000100000-	510420	Overtime	\$	22,500
10000-	2000100000-	523700	Office Supplies	\$	2,500
10000-	2000100000-	525440	Professional Services	\$	51,000
10000-	2000100000-	527180	Operational Supplies	\$	143,556
10000-	2000100000-	528900	Air Transportation	\$	5,500
10000-	2000100000-	528920	Carpool Expense	\$	7,500
10000-	2000100000-	528960	Lodging	\$	2,500
10000-	2000100000-	528980	Meals	\$	500
10000-	2000100000-	529040	Private Mileage Reimbursement	\$	1,500
10000-	2000100000-	546380	Vehicles Other	\$	40,000
<u>TOTAL INCREASE IN APPROPRIATION:</u>					<u>\$ 373,424</u>

\$ -


Misley Wang, Supervising Accountant

6/19/2019


Gregory V. Priaplos, Director County Counsel

6/19/2019

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, June 25, 2019, that Kevin Jeffries, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. EP5005 between Riverside County and California Office of Planning and Research/California Volunteers providing: for the CERT/LISTOS Target County Support Local Assistance Grant Funding.

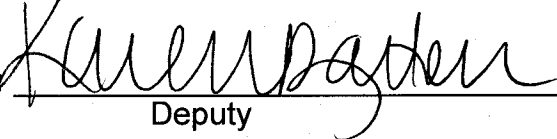
Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

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

KECIA R. HARPER, Clerk of said Board

By


Deputy

3.19

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

EP5005

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

OPR/CaliforniaVolunteers

CONTRACTOR NAME

County of Riverside

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you!

2. The term of this Agreement is:

START DATE

June 19, 2019

THROUGH END DATE

December 31, 2020

3. The maximum amount of this Agreement is:

\$373,424 or Three-Hundred Seventy-Three Thousand Four-Hundred Twenty-Four Dollars and 00/cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	10
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	Online
	https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Riverside

CONTRACTOR BUSINESS ADDRESS

4210 Riverwalk PKWY Suite 300

CITY

Riverside

STATE

CA

ZIP

92505

PRINTED NAME OF PERSON SIGNING

Kevin Jeffries

TITLE

Chairman, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

6/25/19

STATE OF CALIFORNIA

ATTEST:

KECIA R. HARPER, Clerk

DEPUTY

CONTRACTING AGENCY NAME

CaliforniaVolunteers

CONTRACTING AGENCY ADDRESS

1400 10th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Karen Baker

TITLE

Chief Service Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

6/25/19

FORM APPROVED COUNTY COUNSEL

BY:

SUSANNA N. OH

DATE

6/19/19

JUN 25 2019 3.19

AGREEMENT NUMBER EP5005	PURCHASING AUTHORITY NUMBER (if applicable)
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California Department of General Services Approval (or exemption, if applicable)

Exhibit A
Scope of Work

**California Volunteers, and County of Riverside, Emergency Management Department
California For All CERT/LISTOS Target County Support
A Local Assistance Grant**

BACKGROUND

California Volunteers (CV), Office of the Governor, addresses community and state challenges by investing in high impact service solutions, while leveraging public, private, and nonprofit partnerships and resources. Through AmeriCorps, Disaster Volunteering, and Community Partnerships, California Volunteers transforms small investments into big community impact.

Led by Karen Baker, State of California Chief Service Officer, California Volunteers is supported by a 25-member Commission appointed by the Governor.

Through recent legislation, AB 72 appropriates \$50 million to fund the California For All Emergency Preparedness Campaign to bolster statewide disaster resilience, of which the California Office of Emergency Services will distribute \$20 million and California Volunteers will distribute \$30 million. The California For All Emergency Preparedness Campaign empowers community-based organizations to provide emergency preparedness education and resources to California's most vulnerable populations, which can be described by social vulnerability factors, including social isolation, poverty, language barriers, and other access and functional needs and challenges. California Volunteers is looking to fund projects focused on increasing the emergency preparedness and resilience for communities and individuals throughout the state. This supports the statewide objective to reach the Campaign benchmark of engaging one million Californians in emergency preparedness.

SCOPE OF WORK

County of Riverside, Emergency Management Department, hereafter referred to as "Grantee" must support both CERT and LISTOS programs. This includes hiring staff who will manage all aspects of both programs. The Grantee will conduct training sessions and workshops, including providing logistical and administrative support and arranging for instructors and their travel and stipends.

For **CERT**, Grantee will, at a minimum, hold one CERT Train-the-Trainer training, one CERT Program Manager training, and one Countywide Disaster Drill.

The **LISTOS** program will, at a minimum, hold five LISTOS training sessions and train a minimum of 100 individuals.

For both CERT and LISTOS Programs, Grantee will purchase equipment, supplies, and materials to support training sessions, workshops, and drills as well as personal protective equipment for volunteers. Grantee will, at a minimum, convene one countywide disaster

workshop, utilizing the materials and resources developed by the California For All Emergency Preparedness Public Outreach and Education Campaign. The Campaign will provide a one-hour preparedness curriculum (this will be available in multiple languages), messaging, and advertising for this effort. The Campaign also will produce educational materials that will be available to complement Grantee's training and outreach efforts.

Additional Requirements and Reporting

In addition to the above activities, the Grantee will perform the following:

Staffing

Hire staff to manage both CERT and LISTOS Programs.

CERT Deliverables

- At a minimum, one Countywide CERT Volunteer drill
- At a minimum, one disaster workshop utilizing the materials and resources provided by the California For All Emergency Preparedness Public Outreach and Support Campaign
- At a minimum, one CERT Train-the-Trainer training
- At a minimum, one CERT Program Manager training
- Equipment, supplies, materials, and volunteer PPE

LISTOS Deliverables

- At a minimum, one disaster workshop, utilizing the materials and resources provided by the California For All Emergency Preparedness Public Outreach and Support Campaign
- At a minimum, five LISTOS trainings with a total of 100 individuals
- Equipment, supplies, materials

Reporting Requirements,

The minimum reporting requirements for the grant include the following:

1. List of CERT and LISTOS training, workshops, and events held.
2. Copies of sign-in sheets for training and workshops (form to be provided by California Volunteers)
3. Quarterly report to include highlights of training, workshops, and events.
4. Bi-Annual Grant Report

Quarterly Report Schedule

Report	Report Period	Due Date
1 st Report	June 1, 2019 – September 31, 2019	October 31, 2019
2 nd Report	October 1, 2019 – March 31, 2020	April 30, 2020

3 rd Report	April 1, 2020 – June 30, 2020	July 31, 2020
4 th Report	July 1, 2020 – September 31, 2020	October 31, 2020
Final	October 1, 2020 – December 31, 2020	January 31, 2021

Bi-Annual Grant report schedule

Report	Report Period	Due Date
1 st Report	June 1, 2019 – December 31, 2019	January 31, 2020
2 nd Report	January 1, 2020 – June 30, 2020	July 31, 2020
Final	July 1, 2020 – December 31, 2020	January 31, 2021

1. Grantees will receive a report template for the Quarterly Preparedness Engagement Activities Report and the Bi-Annual Grant Report.

Attachment A - CERT Program Registration and Sponsoring Agency Overview

CERT Program Registration

CERT programs must meet the following requirements to be registered on the National FEMA website at: <https://www.ready.gov/community-emergency-response-team>:

- Must have a valid Sponsoring Agency
- Must conduct at least one CERT Basic Training per year
- Must use the FEMA CERT Curriculum and PowerPoint slides (slight modifications are OK; general rule is you can add but you cannot remove content)
- The CERT Basic Course manager and/or the Lead instructor for the class must have taken the CERT Train-the-Trainer class
- Must update the CERT program information on the FEMA website at least once per year

CERT Sponsoring Agency

CERT programs must have a sponsoring agency. FEMA requires that the sponsoring agency must be a local government organization. Programs must be sponsored by a local government organization.

The following organizations can provide sponsorship for a CERT program:

- State, regional, local, or tribal government-operated public safety agencies, including those responsible for law enforcement, fire suppression, and emergency medical services;
- State, regional, local, or tribal emergency management agencies;
- Departments under the authority of local, municipal, or tribal government, including health departments, fire protection districts, regional planning districts, and city councils.

FEMA allows exceptions in the following instances (approved by the State Administrator on a case-by-case basis):

- Workplace CERTs - Must be approved by company management. Federal, state, and local government officials generally expect Workplace CERT programs to limit their activities, especially response activities, to workplace property. While there is no requirement for sponsorship by an outside agency, affiliation with emergency response organizations is beneficial and allows for additional opportunities for training and response. In California, Workplace CERTs are required to have a working relationship with their local government.
- Campus CERTs - The department responsible for campus safety should take the lead (or be a major partner) in developing and activating a Campus CERT program. The department should also alert Campus CERT volunteers and direct their activities. The name of that department may differ depending on the college (e.g., Campus Emergency Management, Campus Police, Campus Security, and Public Safety).

Attachment B – California For All CERT Helmet and Vest Info Sheet

To ensure that CERT are properly equipped for disaster response activities, the California For All CERT and LISTOS Target County Support Grant will allow CERT programs to purchase personal protective equipment (the CERT helmet and vest) for their CERT volunteers.

*CERT programs can purchase additional helmets and vests for their CERT Volunteers beyond the number supported by this grant.

CALIFORNIA FOR ALL CERT Vests & Hard Hats

Standard CERT Vest and Helmet For The CALIFORNIA FOR ALL
Emergency Preparedness Campaign CERT Grants



Standard Hard Hat and Vest ensures safety, usability and standardization for CERT in California.



**"CALIFORNIA FOR ALL"
Safety Vest**



Vest Specifications

- 2" reflective stripes on the front and back for high visibility
- Handy Velcro closure can be secured while wearing gloves
- Features 5-Point-Breakaway for added safety
- Includes 2 side pockets, radio pocket and Velcro strip on chest for attachments
- One-size-fits-most

**"CALIFORNIA FOR ALL"
Hard Hat**



Hard hat is CERT green, standard suspension meets ANSI Z89, 1-1997, Type 1, Class E & G.

**CALIFORNIA
VOLUNTEERS**

Attachment C – California For All CERT Grant Background Check Requirements

The purpose of these guidelines is to ensure that CERT Volunteers supported by the California for All Emergency Preparedness Grant Funding have no identifiable criminal background that may make them inappropriate for their volunteer mission. Not conducting a criminal background review of volunteers may place the people or property that they have volunteered to protect and serve at risk of harm and it may subject other volunteers to unnecessary risk. Consistent vetting of volunteers is also important to ensure that during mutual aid missions that jurisdictions receiving volunteers from other jurisdictions or the State have a common understanding of the background of the human resources they are receiving.

These guidelines shall not be used to preclude people who are otherwise qualified to perform their desired volunteer activities in violation of any state or federal civil laws.

All CERT Volunteers supported by this grant funding and whom the Grantee intends to deploy for disaster response activities are required to have California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) background checks in compliance with the California For All Background Check Requirements.

Disqualification: A person is disqualified if they are unwilling to submit to a background check, or if they were convicted of any of the following:

1. **All sex offenses**, regardless of the amount of time since the offense (e.g., child molestation, rape, sexual assault, sexual battery, prostitution, solicitation, indecent exposure, etc.)
2. **All offenses involving abuse, neglect, or exploitation of a child, elder, or dependent adult** regardless of the amount of time since the offense
3. **All felony violence**, regardless of the amount of time since the offense (e.g., murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated burglary)
4. **All felony offenses other than violence or sex within the past 10 years** (e.g., drug offenses, theft, embezzlement, fraud)
5. **All misdemeanor violence offenses within the past 7 years** (e.g., simple assault, battery, domestic violence, etc.)
6. **All misdemeanor drug and alcohol offenses within the past 5 years or multiple offenses in the past 10 years** (e.g., driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, etc.)
7. **Any other misdemeanor within the past 5 years that would be considered a potential danger to children, elders, or dependent adults** or is directly related to the functions of that volunteer (e.g., contributing to the delinquency of a minor, providing alcohol to a minor, theft, etc.)

**Attachment D – CERT Liability Coverage Guidance for California For All Preparedness
CERT / LISTOS Target County Support Grant**

As part of the California For All Emergency Preparedness Campaign, Local Offices of Emergency Services in Fresno, Lake, Riverside, San Bernardino, Shasta, and Tulare Counties are eligible to request grant funding to support their CERT program. CERT programs may use their CERT volunteers to engage their local community in preparedness activities. To ensure that these CERT volunteers are covered in case they are injured during the preparedness activities, the grant requires that these CERT volunteers have medical liability coverage for preparedness activities.

The liability coverage must:

- Cover the CERT volunteers who are performing preparedness activities
- The level of coverage must, at minimum, cover medical costs if the volunteer is injured

Disaster Response

- If Grantee intends to deploy CERT volunteers for disaster response activities, Grantee must also provide medical liability coverage for these volunteers.

This liability coverage is important even if Local OES are using the State Disaster Service Worker Volunteer Program as that program does not cover preparedness events.

*For programs that are unable to utilize the Disaster Service Worker Volunteer Program to cover their CERT volunteers for training and disaster response activities, they may opt to use part of their grant funding for this purpose.

Attachment E - California For all CERT and LISTOS Capacity Grant Community Member Preparedness Engagement Requirements

One of the goals of the California for All CERT and LISTOS Program and County grants is to utilize CERT and LISTOS members to engage and prepare Californians for Emergency and Disaster situations.

Preparedness engagements can vary depending on the grant, organization, and audience. Programs and counties are encouraged to list different engagement activities into their RFA applications for approval. A running list of approved engagements will also be posted on the California Volunteers website at <https://californiavolunteers.ca.gov>.

Examples of preparedness engagements include:

- Providing California For All Preparedness training and or Activities (this will be available on the <https://californiavolunteers.ca.gov> website Fall, 2019)
- Providing classroom-based training such as CERT, You Are the Help Until Help Arrives, Stop the Bleed, etc.
- Providing LISTOS training to community members
- Holding a neighborhood event where participants receive preparedness information and/or training
- Providing a preparedness presentation or training to a community group, faith group, or school
- Holding an exercise or drill for CERT/LISTOS members and/or community members

Preparedness Engagements are to be tracked by performing the following:

- Activities will be tracked using a free online and mobile platform that will be provided by California Volunteers, including the number of people engaged in these activities (training webinars will be available after the grants are awarded)
- Community members engaged will need to be tracked on a California For All Preparedness Engagement Activity Sign-in Form that will be provided by California Volunteers

Attachment F – California For All Engagement Activity Sign-in Form



**CALIFORNIA
VOLUNTEERS**

**California For All
Engagement Activity Sign-in Form**

Organization Name:	Date:
Event Type:	Program #:
Event Name:	

Participant Name		Participant Name	
1		17	
2		18	
3		19	
4		20	
5		21	
6		22	
7		23	
8		24	
9		25	
10		26	
11		27	
12		28	
13		29	
14		30	
15		31	
16		32	

DEPARTMENT CONTACT

The project Representatives during the term of this agreement will be:

State Agency: California Volunteers	Grantee: Emergency Management Department
Name: Project Lead: Suu-Va Tai	Name: Jennifer Smith
Phone: 916.524.3964	Phone: 951.358.7118
Email: suu-va.tai@cv.ca.gov	Email:

Direct all inquiries to:

State Agency: California Volunteers	Grantee: Emergency Management Department
Section/Unit: Finance & Administration	Section/Unit:
Attention: Kaitlin Meyer	Attention: Jennifer Smith
Address: 1400 10th Street, 2ND Floor, Sacramento, CA 95814	Address: 4210 Riverwalk PKWY, Suite 300, Riverside, CA 92505
Phone: 916.323.7646	Phone: 951.358.7118
Fax: 916.558.3185	Fax:

Exhibit B				
Budget Provisions and Detail				
Riverside County Emergency Management Department				
BUDGET WORKSHEET (Narrative)		Program Name: Riverside County		
		Column 1	Column 2	Column 3
A. Personnel Expenses				
			% of FTE	
		Annual	Time Spent	
Position/Title	Qty.	Salary	on Program	TOTAL
TAP Emergency Management Educator	1.00	\$ 41,696	100%	\$ 41,696
TAP Administative Services Assistant	1.00	\$ 27,336	100%	\$ 27,336
TAP Administative Services Assistant	1.00	\$ 27,336	100%	\$ 27,336
				\$ -
				\$ -
Subtotal - Personnel				\$ 96,368
B. Personnel Fringe Benefits (use % of Personnel Exp. and list benefit items if over 30%)				
Purpose	Calculation			TOTAL
Staff Overtime				\$ 22,500
				\$ -
Totals:				\$ 22,500
C. Staff Travel				
Purpose	Calculation			TOTAL
Staff Travel				\$ 10,000
				\$ -
				\$ -
Totals:				\$ 10,000
D. Training Equipment, Supplies, and Materials				
Purpose	Calculation			TOTAL
Training Equipment				\$ 116,028
Training Supplies				\$ 61,628
Office Supplies				\$ 2,500
Training Materials				\$ 1,200
Totals:				\$ 181,356
E. Other (Background checks, Liability Coverage, CERT Helmet and Vest, etc.)				
Item	Calculation			TOTAL
Other - CERT Equipment				\$ 3,500
Other - Software				\$ 1,200
Other - Advertising				\$ 47,500
Other - Vehicle				\$ 7,500
Totals:				\$ 59,700
F. Contractual and Consultant Services				
Purpose	Calculation	Daily Rate	TOTAL	
Contractual			\$ 3,500	
Totals:				\$ 3,500
TOTAL BUDGET COSTS				\$ 373,424
Dollars Budgeted for CERT ACTIVITIES				256,318
Dollars Budgeted for LISTOS ACTIVITIES				117,106
Total BUDGET COSTS				373,424
% of total budget for LISTOS				31%

**California Volunteers, and County of Riverside, Emergency Management
Department
CERT/Listos Target County Support,
A Local Assistance Grant**

PAYMENT PROVISIONS

1. Invoicing and Payment
 - a) For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
 - b) Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Volunteers

Attn: Finance and Admin

1400 10th Street

Sacramento, CA 95814

2. Budget Contingency Clause
 - a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
 - b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
3. Prompt Payment Clause
Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:


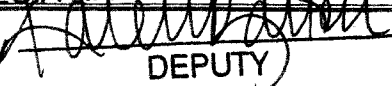
If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 6/19/19
DATE
SUSANNA N. OH

Contractor/Bidder Firm Name (Printed)		Federal ID Number
County of Riverside, Emergency Management Department		95-6000930
By (Authorized Signature)		
 Printed Name and Title of Person Signing KEVIN JEFFRIES CHAIRMAN, BOARD OF SUPERVISORS		ATTEST: KECIA R. HARPER, Clerk BY  DEPUTY
Date Executed	Executed in the County of	
6/25/19	Riverside	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

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certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.