

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



ITEM: 3.69
(ID # 26254)

MEETING DATE:

Tuesday, December 03, 2024

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Accept the 2024 High Intensity Drug Trafficking Area (HIDTA 24) Grant Award under Los Angeles-HIDTA; Ratify and Approve Grant Agreement G24LA0007A with the Office of National Drug Control Policy (ONDCP); Ratify and Approve the Professional Services Agreement with Strategic Contracting Services, Inc. for the Services of Four (4) Criminal Intelligence Analysts for FY 24/25 – FY 25/26 without Seeking Competitive Bids; and Ratify and Approve the Memorandum of Understanding with the California Department of Justice and Other Parties for One (1) Criminal Intelligence Analyst's services from the State of California Department of Justice for FY 24/25 – FY 25/26, All Districts; [Total Project Cost - \$1,475,346 100% Federal Grant Revenue]; 4/5 Vote

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept the FY 2024 High Intensity Drug Trafficking Areas (HIDTA 24) Program Grant Award from the Executive Office of the President Office of National Drug Control Policy (ONDCP) in the amount of \$1,475,346;
2. Ratify and approve Grant Agreement G24LA0007A (Grant Agreement) with the ONDCP for two years through December 31, 2025;

Continued on page 2

ACTION:4/5 Vote Required

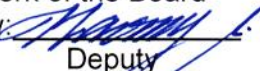

David Lelevier, Assistant Sheriff 11/5/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 3, 2024
xc: Sheriff

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Sheriff, Undersheriff, Assistant Sheriff, Chief Deputy, Captain, or Administrative Services Manager, to execute the Grant Agreement, and to execute grant payment requests, progress reports, and amendments and/or modifications to the Grant Agreement that do not exceed twenty percent (20%) of the total grant award;
4. Ratify and approve the Professional Services Agreement with Strategic Contracting Services, Inc. (Agreement) for the services of four (4) Criminal Intelligence Analysts for an aggregate amount not to exceed \$465,000 for the period of performance of January 1, 2024 through December 31, 2025 without seeking competitive bids, and authorize the Chair of the Board of Supervisors to execute the Professional Services Agreement on behalf of the County;
5. Approve and authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of HIDTA 24 grant funding and as approved as to form by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; (b) move the allocated funds among the supplier; (c) sign amendments to the compensation provisions that do not exceed a sum total of ten percent (10%) of the total cost of the Agreement; and (d) issue Purchase Orders for the goods and services that do not exceed the approved amounts; and
6. Ratify and Approve the Memorandum of Understanding (MOU) with the State of California Department of Justice (DOJ) and Los Angeles Regional Criminal Information Clearinghouse (LA CLEAR) for one (1) Criminal Intelligence Analyst services for the period of performance of July 1, 2023 through June 30, 2025, authorize the Sheriff or his designee to sign the MOU on behalf of the County, and authorize the Purchasing Agent to issue purchase order(s) to DOJ for said services that do not exceed the maximum contract amount of \$619,238.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 500,000	\$ 975,346	\$ 1,475,346	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal Grant Revenue 100%			Budget Adjustment:	No
			For Fiscal Year:	24/25 – 25/26

C.E.O. RECOMMENDATION: Approve

BR 25-022

Prev. Agn. Ref.: 6/27/23 3.78

BACKGROUND:

Summary

The Executive Office of the President, Office of National Drug Control Policy (ONDCP) has notified the Riverside County Sheriff's Department that it has been allocated HIDTA 24 Program funds for this year. The proposed grant award period of performance will be from January 1, 2024 through December 31, 2025. County Counsel has approved the award documents as to form.

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For over 32 years, Riverside County has participated in the High Intensity Drug Trafficking Areas (HIDTA) program, which fosters cooperation among law enforcement agencies in their efforts to eliminate drug trafficking locally and nationally. The Los Angeles-HIDTA is comprised of the Los Angeles, Orange, Riverside, and San Bernardino Counties. The ONDCP and the LA-HIDTA have confirmed that Riverside County's total allocation for this grant award cycle is \$1,475,346.

Based on the HIDTA 24 award, grant funds will be distributed among the County project initiatives in the following manner:

Inland Crackdown Allied Task Force (INCA) \$347,053
Inland Narcotics Clearing House (INCH) \$643,238
Regional Methamphetamine Task Force (RMTF) \$385,055
Vehicle Interdiction Pipeline Enforcement Resource (VIPER) \$100,000

Operating with a focus throughout the entire LA-HIDTA region, the primary mission of the RMTF is to target major methamphetamine distribution, and Drug Trafficking Organizations (DTO) by investigating, disrupting, and arresting person(s) and organizations involved in illicit sales and trafficking of all hard narcotics (methamphetamine, cocaine, and heroin), thereby improving the quality of life for all citizens, both regionally and nationally.

Statistics indicate that methamphetamine, cocaine and heroin availability remain a constant concern and narcotic traffickers typically use well-established highways and pipelines to smuggle, ship and move illicit narcotics. To combat the availability of these narcotics, RMTF, using grant funds, will continue the deployment of a highway interdiction team, comprised of three narcotics detecting canines and their respective handlers. This team will be used to identify, disrupt, and arrest DTOs that regularly use these highways and trafficking routes to further their criminal enterprise(s).

INCH will also aid the task forces by providing connectivity to the Statewide Integrated Narcotics System (SINS). INCA will support the efforts of the California Department of Justice, Bureau of Investigations (BI) in enforcing laws related to illegal drugs in California. The INCA Task Force is comprised of numerous law enforcement agencies within the jurisdiction of the LA-HIDTA. This cooperative effort, coupled with the ability to jointly work with similar task forces, has proven to be highly effective in the investigation of DTOs within the region. Additionally, INCH will provide necessary case support and serve as a clearing house for the dissemination of narcotics related intelligence.

Since FY 10/11, Riverside County has used HIDTA grant funds, under the INCH initiative, to pay for five (5) Criminal Intelligence Analysts. The County procures four of the five Criminal Intelligence Analyst services through a personnel recruiting agency, Strategic Contracting Services, Inc. (SCS). The fifth Criminal Intelligence Analyst is hired through the State of California Department of Justice, pursuant to the Memorandum of Understanding effective

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January 1, 2024, through December 31, 2025. In addition, the grant will provide funding for an Accounting Technician staff position at the Sheriff's Special Investigations Bureau and will fund a small portion of a Sheriff's Network Administrator's salary.

SCS serves as the Employer of Record for all LA-HIDTA contracted analysts, including the four Criminal Intelligence Analysts working under the INCH initiative. SCS continues to be a single source vendor as they are the only approved HIDTA contractor providing the necessary contracted criminal intelligence analysts' services for case support and assistance with the dissemination of narcotics related intelligence within HIDTA. Using SCS provides consistency across the various intelligence initiatives and is a necessity throughout the region. Replacing these positions would be a lengthy and extensive time-consuming process which, if delayed, can inhibit the effectiveness of the intelligence support system of the LA-HIDTA. The Sheriff's Department benefits from the services of highly trained analysts whose services can be discontinued at the end of the grant performance period. There are no costs to the County for the recruitment, background check, hiring or training of SCS personnel.

Beginning with HIDTA 18 Program funding, Riverside County has used HIDTA grant funds, under the VIPER initiative, to pay for deputies' overtime worked during daily operations and in pre-planned operations with other LA-HIDTA Domestic Highway Enforcement teams. The program also funds equipment purchases, and travel costs incurred to attend the annual National Interdiction Conference.

Impact on Residents and Businesses

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

Additional Fiscal Information

No County match is required. The HIDTA 24 funding will offset FY 24/25 and FY 25/26 overtime and operational costs related to elimination of drug trafficking within Riverside County and nationally. The contract rate for the Criminal Intelligence Analysts' positions are established and approved by the grant. The grant requires analyst services to be provided through Strategic Contracting Services, Inc.

Attachments

- A. 2024 HIDTA Grant Agreement
- B. Single Source Justification
- C. Professional Services Agreement with Strategic Contracting Services, Inc.
- D. Memorandum of Understanding with the State of California Department of Justice

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Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 11/20/2024

Kristine Bell-Valdez
Kristine Bell-Valdez, Supervising Deputy County Counsel 11/1/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 11/5/2024



Riverside County Sheriff's Office
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PROFESSIONAL SERVICES
AGREEMENT:

CONTRACTOR: Strategic Contracting Services, Inc.

AGREEMENT TERM: Commencement Date (as defined in Section V) through December 31, 2025

MAXIMUM REIMBURSABLE AMOUNT: \$465,000
BOS 08-23-24 SSJ: 25-034
BOS 05-23-23 SSJ: 23-167
BOS 07-26-22 SSJ: 23-021
BOS 05-11-21 SSJ: 21-0025083
BOS 06-16-20 SSJ: 20-126
BOS 06-04-19 SSJ: 19-141
BOS 06-05-18 SSJ: 18-206

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

WHEREAS, the Riverside County Sheriff's Office participates in the High Intensity Drug Trafficking Area ("HIDTA") Grant Program with Los Angeles 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. RSO desires the contracted services of four (4) Criminal Intelligence Analysts, one (1) part-time Finance Manager, and one (1) part-time Administrative Manager to assist by providing necessary case support and serve as a clearing house for the dissemination of narcotics related intelligence and administrative support. These contracted services will be funded through RSO's Inland Narcotics Clearing House ("INCH") Initiative as part of the HIDTA 2024 grant, which has a grant performance period of January 1, 2024 to December 31, 2025 ("HIDTA 2024 Grant Performance Period"); and

WHEREAS, RSO 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, and the Finance Manager and Administrative Manager (hereinafter, "Administrative Support staff") will perform those services described under Section IV – ADMINISTRATIVE SUPPORT STAFF RESPONSIBILITIES in accordance with the CONTRACT TERMS AND CONDITIONS (below), hereinafter referred to as "CT&C",. The CT&C specify the responsibilities of RSO, the Criminal Intelligence Analysts, the Administrative Support staff, and the Contractor.



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NOW THEREFORE, RSO 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.

CONTRACT TERMS AND CONDITIONS (CT&C)

I. RSO RESPONSIBILITIES

A. RSO 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 Administrative Support staff 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 RSO.
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 and Administrative Support staff to Contractor and, if not an emergency, send any work related injured Criminal Intelligence Analysts or Administrative Support staff to a doctor approved by the workers' compensation insurance provider in RSO'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 RSO, 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 and Administrative Support staff 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 RSO's industry with the exception of payroll tax reports associated with personnel provided by Contractor as described under Section II – CONTRACTOR RESPONSIBILITIES.



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7. Provide any and all work product training specific to the duties to be performed by the Criminal Intelligence Analysts and Administrative Support staff in servicing RSO's various customer or client entities, including compliance with professional licensing requirements, if any.
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 and Administrative Support staff as to performance and/or any special needs of RSO.
9. Report to Contractor any incidents that would create good cause to terminate or discharge Criminal Intelligence Analysts or Administrative Support staff.
10. Reasonably cooperate with Criminal Intelligence Analysts and Administrative Support staff 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



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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 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.



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- B. Failure on the part of a Criminal Intelligence Analyst to fulfill, to the satisfaction of RSO, the responsibilities set forth in this Section III shall be grounds for discharge pursuant to Section R of Addendum "B".

IV. ADMINISTRATIVE SUPPORT STAFF RESPONSIBILITIES

A. The Finance Manager shall:

- 1. Oversee and manage the financial account for the INCA Initiative through HIDTA 2024.
- 2. Track and bill for HIDTA related overtime worked by task force officers.
- 3. Purchase HIDTA funded items and equipment, as well as asset forfeiture items.
- 4. Perform record keeping for HIDTA related expenses such as informant payments, utility expenses, and financial reports.

B. The Administrative Manager shall:

- 1. Manage the INCA task force Verizon account.
- 2. Manage equipment inventory for purchases made through the HIDTA grant budget.
- 3. Track and input HIDTA statistics through quarterly and annual reports.
- 4. Track and input threat assessments.
- 5. Compile case information for HIDTA presentations which include statistics, case information, and seizures data.

V. FISCAL PROVISIONS

A. MAXIMUM AMOUNT

Total payment under this Contract shall not exceed the sum of \$ 465,000.

B. LINE-ITEM BUDGET

BUDGET ITEMS	
Provide contracted services of four (4) Criminal Intelligence Analysts and two (2) Administrative Support staff 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 2024 Grant as well as administrative support. Contracted services will be performed within the HIDTA 2024 grant performance period of January 1, 2024 through December 31, 2025.	



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Contracted services will include cost of the four Criminal Intelligence Analysts and two Administrative Support staff salaries, benefits and service rate percentage of 32.0%. The salary for each Criminal Intelligence Analyst will range from \$28.38 to \$36.74 per hour and the two part-time Administrative Support staff will be paid at \$55.00 per hour.	\$465,000
Total Amount	\$465,000

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 RSO for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be reduced or increased. Such requests must be made before the last ninety (90) days of the contract term.
3. RSO approves the request in writing prior to implementation. RSO 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 15th 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



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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 RSO and forwarded to the Auditor-Controller's office for payment. If the required supporting documentation or actual receipts are not provided, RSO will delay payment until the report or receipts are received by RSO.
4. In the event the Contractor receives payment under this Agreement, which is later disallowed by RSO for nonconformance with the terms of the Agreement, the Contractor shall promptly refund the disallowed amount to RSO on request; or at its option RSO 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 RSO, the Contractor shall promptly refund the disallowed amount to RSO on request, or at its option, RSO may offset the amount disallowed from any payment due to the Contractor under any contract with RSO.

F. AVAILABILITY OF FUNDING

RSO'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, RSO shall immediately notify Contractor in writing, and this Agreement shall be deemed terminated and have no further force and effect.

VI. GENERAL PROVISIONS

A. AGREEMENT TERM

This Term of this Agreement shall commence on January 1, 2024 ("Commencement Date") and shall end on December 31, 2025.

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



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interest shall be employed or retained by Contractor under this Agreement. The Contractor agrees to inform RSO of all the Contractor's interests, if any, which are or may be perceived as incompatible with RSO'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 RSO employees.

C. NOTICES

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

RSO/INCH: Riverside County Sheriff's Office
SIB – HIDTA INCH
1500 Castellano Road
Riverside, CA 92509

CONTRACTOR: Strategic Contracting Services, Inc.
45 S. Arroyo Parkway
Pasadena, CA 91105
Phone (818) 426-5451 / (518) 651-6008
Email sami@strategiccontractingservices.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; RSO information or data which is not subject to public disclosure; RSO 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



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out the Contractor's obligations under this Agreement. The Contractor shall promptly transmit to RSO 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 RSO, any such information to anyone other than RSO. 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. NON-DISCRIMINATION

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 (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



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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 maintained, at its sole cost and expense, the following insurance coverage's 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 the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside. Policy shall name the COUNTY as Additional Insureds.

Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply



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separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

Vehicle Liability:

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

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 must declare its insurance self-insured retention for each coverage required herein. If any self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention



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unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either: 1) reduce or eliminate such self-insured retention 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. CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified 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 a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. 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.
4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
5. It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County



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Risk Management's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

7. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
9. 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

Contractor shall comply with all State or other licensing requirements, including but not limited to 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.

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 and Administrative Support staff, 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.



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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 RSO.

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 2024 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 (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 2024 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 2024 High Intensity Drug Trafficking Area (HIDTA 2024) 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 RSO, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.



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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 RSO which shall furnish the decision in writing. The decision of RSO 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 RSO'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.

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, RSO may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. RSO 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 RSO; 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 RSO.

RSO 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



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

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

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

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 RSO pursuant to this Agreement shall be the sole property of RSO. The material, reports or products may be used by RSO for any purpose that RSO deems to be appropriate, including, but not limit to, duplication and/or distribution within RSO 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 RSO.

P. SAME TYPE OR EQUIVALENT SERVICES

Nothing in this Agreement shall prohibit RSO from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by RSO to be in its best interest. RSO 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 RSO or other regulatory agencies at all times. The Contractor shall provide adequate cooperation to any inspector or other RSO 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, RSO 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 RSO. When the services to be performed or the products to be provided are of



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such nature that the difference cannot be corrected; RSO 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. RSO may also terminate this Agreement for default and charge to Contractor any costs incurred by RSO 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 RSO 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

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 RSO; 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 RSO 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 RSO. Contractor shall provide to RSO reports and information related to this Agreement as requested by RSO.

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, RSO 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 RSO 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



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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.

V. WAIVER

Any waiver by RSO 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 RSO 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 RSO 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.

Z. COUNTERPARTS/DIGITAL SIGNATURES

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. The



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Parties agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17). The Parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[signatures on following page]



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

RSO

CONTRACTOR

By:

Chuck Washington
Chuck Washington
Chair
Board of Supervisors

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

Dated:

12/03/2024

Dated:

10/15/2024

Approved as to form:
Minh C. Tran
County Counsel

By:

Kristine Valdez
Kristine Valdez
Deputy County Counsel

Dated: _____

ATTEST:
KIMBERLY A. RECTOR, Clerk

[Signature]
By *[Signature]* 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 and two (2) Administrative Support staff salaries, benefits and service rate percentage of 32.0%, but not to exceed the total amount of \$465,000 as set forth in Section IV(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 – 16.55%

Contractor shall calculate the bill rate for each pay period and will present a bi-weekly statement for the services to RSO, 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 RSO and/or deducted from Criminal Intelligence Analyst gross wages on a per pay period basis. RSO 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 RSO and Contractor.

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

Contractor will generate the bi-weekly payroll from timecards, or other acceptable tracking methods, submitted by the Criminal Intelligence Analysts and Administrative Support staff. After the payroll is processed, the invoice total will be forwarded to RSO. 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 RSO to Contractor will be pursuant to the provisions in Section IV(D) of the Agreement.

Contractor will cause the net pay for each Criminal Intelligence Analyst and Administrative Support staff to be direct deposited into the Criminal Intelligence Analyst's and



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Administrative Support staff'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 RSO via UPS the day prior to the scheduled payday.

Contractor will create on-line user accounts for each Criminal Intelligence Analyst and Administrative Support staff 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 and Administrative Support staff 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 and Administrative Support staff that are designated by RSO, and, as Employer of Record, will be responsible for the following:

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

B. Consult with RSO on employment matters related to the Criminal Intelligence Analysts and Administrative Support staff including, but not limited to, hiring, determination of rates of pay, and assignment to the INCH and INCA 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 and Administrative Support staff covered under this Agreement.

D. Provide human resource management procedures to be utilized and followed by the Criminal Intelligence Analysts and Administrative Support staff covered under this Agreement. RSO 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 and Administrative Support staff, RSO agrees to coordinate all employment (human resources) related decisions and directives through the Contractor's offsite client manager assigned to the RSO account under this Agreement.

E. For each Criminal Intelligence Analyst and Administrative Support staff covered under this Agreement, Contractor will timely distribute (pay) payroll for each employee's wages, subject to RSO'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 and Administrative Support staff 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 RSO, secure temporary replacement personnel for Criminal Intelligence Analysts and Administrative Support staff on leave.

J. 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 and Administrative Support staff to the extent permitted by law and public policy.

K. Administer and coordinate compliance concerning all Criminal Intelligence Analysts and Administrative Support staff with the Immigration Reform and Control Act of 1986 and handle all filing in connection therewith.

L. Administer and coordinate compliance concerning all Criminal Intelligence Analysts and Administrative Support staff with the Consolidated Omnibus Budget Reconciliation Act (COBRA) and handle all filings in connection therewith, if any.

M. Conduct an orientation with Criminal Intelligence Analysts and Administrative Support staff explaining their employment status with Contractor, including the available benefits and the employer-employee agreement and present the other new employee paperwork required.

N. Administer and oversee the employer-employee relationship between Contractor and Criminal Intelligence Analysts and Administrative Support staff, 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.

O. If RSO reports an incident to Contractor that would create good cause to discipline or discharge any Criminal Intelligence Analysts or Administrative Support staff, Contractor shall, at its option, either transfer or terminate any such Criminal Intelligence Analyst or Administrative Support staff.

P. Provide a Drug Free Workplace Policy to comply with all controlling federal, state and local laws, regulations, ordinances, directives, and rules.



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Q. Produce and maintain employee handbook policies and procedures and apply such policies in a manner designed to improve human resources management.

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



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PROFESSIONAL SERVICE AGREEMENT
STRATEGIC CONTRACTING SERVICES, INC.

ADDENDUM "C"

2024 HIDTA GRANT CONDITIONS

[attached on the following page]



**EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY**

Washington, D.C. 20503

April 29, 2024

Sheriff Chad Bianco
Riverside, County of
4095 Lemon St, Flr 3rd
Riverside, CA 92501-3691

Dear Sheriff Bianco:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G24LA0007A) has been awarded in the amount of \$1,475,346.00. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Los Angeles HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The grant agreement and conditions are enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the grant conditions. Failure to adhere to the grant conditions may result in the termination of the grant or the initiation of administrative action. ONDCP also may terminate the award if it no longer effectuates program goals or agency priorities.

If you accept this award, please sign both the grant agreement and the conditions and return a copy via email to your respective NHAC accountant or to the following address:

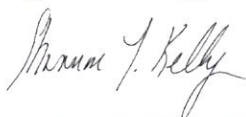
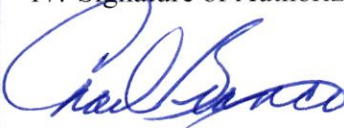
Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600

Please keep the original copy of the grant agreement and conditions for your file. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

A handwritten signature in cursive script that reads "Shannon J. Kelly".

Shannon Kelly
National HIDTA Director

Executive Office of the President Office of National Drug Control Policy	Grant Agreement	
1. Recipient Name and Address Chad Bianco Sheriff Riverside, County of 4095 Lemon St Flr 3rd Riverside, CA 92501-3691	4. Award Number (FAIN): G24LA0007A	
2. Total Amount of the Federal Funds Obligated: \$1,475,346.00	5. Period of Performance: From 01/01/2024 to 12/31/2025	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency \$1,475,346.00	6. Federal Award Date: April 29, 2024	8. Supplement Number
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount:	
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$1,475,346.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.	11. Total Amount of Federal Award: \$1,475,346.00	
13. Statutory Authority for Grant: <i>Public Law 118-47</i>		
AGENCY APPROVAL	RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official Chad Bianco Sheriff Riverside, County of	
16. Signature of Approving ONDCP Official 	17. Signature of Authorized Recipient/Date  5/28/24	
AGENCY USE ONLY		
18. Accounting Classification Code UEI: VCDLA7V2ADE3 DUNS: 602410888 EIN: 1956000930B2	19. HIDTA AWARD <i>OND1070DB2425XX 2024 OND6113</i> <i>OND2000000000 OC 410001</i>	

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. § 200 (the “§ 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>. 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 C.F.R. § 69 – “New Restrictions on Lobbying”
 - 2 C.F.R. § 25 – “Universal Identifier and System of Award Management”
 - Conflict of Interest and Mandatory Disclosure Requirements
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the grantee’s audited fiscal year to the [Federal Audit Clearinghouse \(fac.gov\)](http://www.fac.gov)
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Payment Management System (HHS-PMS). The 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.
7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at <https://www.whitehouse.gov/ondcp/grant-programs/>.

8. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 CFR 200.340.
9. 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 sub-recipients 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 sub-awards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a sub-award 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 sub-recipients or contractors or parties to sub-awards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian 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 including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

10. 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 Unique Entity Identifier number in its application; (iii) continue to maintain an active SAM 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.
11. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.
12. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.
13. As specified in 2 CFR 200.303 Internal Controls, 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 the non-federal entity’s compliance with statute, 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 personally identified information (PII) and other information ONDCP or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
14. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.
15. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.
16. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—
- a) the percentage of the total costs of the program or project which will be financed with federal money;
 - b) the dollar amount of Federal funds for the project or program; and
 - c) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

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 the currency of information reported to 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. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 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. See 2 C.F.R. Part 200, Appendix XII.

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;
 - (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 grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq.* and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website:
[Program Policy and Budget Guidance2021.pdf\(nhac.org\)](#)
In addition, as a condition for receiving this award, recipients must complete safe and healthy workplace trainings as outlined in the PPBG.

D. Federal Award Performance Goals

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

E. Payment Basis

1. A request for advance or reimbursement shall be made using the HHS/DPM system (<https://pms.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:

- ❖ Funds, interest, principal, and excess cash returns should include the following information:
 - Payee Account Number (PAN)
 - PMS document number (grant number) and subaccount(s)
 - The reason for the return (*e.g.*, excess cash, funds not spent, interest, part interest part other, etc.)
- ❖ The following information is also required:
 - For ACH Returns:
 - Routing Number: 051036706
 - Account number: 303000
 - Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN
 - For Fedwire Returns **(1)**:
 - Routing Number: 021030004
 - Account number: 75010501
 - Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY

(1) Please note that the organization initiating payment is likely to incur a charge from their Financial Institution for this type of payment.

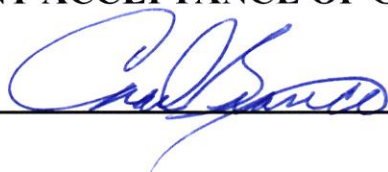
- ❖ For recipients that do not have electronic remittance capability, please make check**(2)** payable to:
“The Department of Health and Human Services.”
 - Mail Check to Treasury approved lockbox: HHS Program Support Center, P.O. Box 979132, St. Louis, MO 63197

(2) Please allow 4–6 weeks for processing of a payment by check to be applied to the appropriate PMS account.

- ❖ Questions can be directed to PMS at 877–614–5533 or PMSSupport@psc.hhs.gov.

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

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS



Date: 5/28/24

Chad Bianco
Riverside, County of

Initiative Cash by HIDTA

FY 2024

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Los Angeles	Riverside, County of	Inland Crackdown Allied Task Force (INCA)	347,053.00	Investigation	G24LA0007A
		Inland Narcotics Clearinghouse (INCH)	643,238.00	Intelligence	G24LA0007A
		Regional Methamphetamine Task Force (RMTF)	385,055.00	Investigation	G24LA0007A
		Vehicle Interdiction Pipeline Enforcement Resource (VIPER)	100,000.00	Interdiction	G24LA0007A
	Agency Total : Riverside, County of		1,475,346.00		
Total			1,475,346.00		

Budget Detail

2024 - Los Angeles

Initiative - Inland Crackdown Allied Task Force (INCA)

Investigation

Award Recipient - Riverside, County of (G24LA0007A)

Resource Recipient - CA DOJ Bureau of Narcotics Enforcement - LA

Indirect Cost: 0.00%

Awarded Budget (as approved by ONDCP)

\$1,475,346.00

Overtime	Quantity	Amount
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Investigative - Law Enforcement Officer		\$95,868.00
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Total Overtime		\$95,868.00
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Travel	Quantity	Amount
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Investigative/Operational		\$5,000.00
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Training		\$45,000.00
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Total Travel		\$50,000.00
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Services	Quantity	Amount
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Aviation		\$15,000.00
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Communications - data lines		\$14,325.00
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Communications - mobile phones & pagers		\$15,000.00
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Contractor - Financial staff	2	\$74,360.00
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Total Services		\$118,685.00
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Supplies	Quantity	Amount
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Computers - desktop, laptop & notebook		\$5,000.00
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Office		\$2,500.00
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Total Supplies		\$7,500.00
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Other	Quantity	Amount
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PE/PI/PS		\$75,000.00
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Total Other		\$75,000.00
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Total Budget		\$347,053.00
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Budget Detail

2024 - Los Angeles

Initiative - Inland Narcotics Clearinghouse (INCH)

Intelligence

Award Recipient - Riverside, County of (G24LA0007A)

Resource Recipient - Riverside County Sheriff's Department

Indirect Cost: 0.00%

Awarded Budget (as approved by ONDCP)

\$1,475,346.00

Personnel	Quantity	Amount
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Analyst - Intelligence	1	\$86,101.00
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Information Technology staff	1	\$2,350.00
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Total Personnel		\$88,451.00
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Fringe	Quantity	Amount
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Analyst - Intelligence	1	\$45,095.00
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Information Technology staff	1	\$650.00
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Total Fringe		\$45,745.00
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Overtime	Quantity	Amount
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Support		\$8,204.00
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Total Overtime		\$8,204.00
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Travel	Quantity	Amount
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Administrative		\$3,000.00
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Training		\$10,000.00
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Total Travel		\$13,000.00
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Services	Quantity	Amount
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Communications - data lines		\$6,000.00
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Communications - mobile phones & pagers		\$3,910.00
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Contractor - Analyst - Criminal	4	\$383,508.00
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Equipment rentals		\$600.00
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Printing & document support		\$231.00
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Shipping & postage		\$75.00
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Software - maintenance		\$38,414.00
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Subscriptions - database		\$27,820.00
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Total Services		\$460,558.00
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Supplies	Quantity	Amount
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Computers - desktop, laptop & notebook		\$24,000.00
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Office		\$1,000.00
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Software - licenses		\$2,280.00
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Total Supplies		\$27,280.00
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Total Budget		\$643,238.00
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Budget Detail

2024 - Los Angeles

Initiative - Regional Methamphetamine Task Force (RMTF)

Investigation

Award Recipient - Riverside, County of (G24LA0007A)

Resource Recipient - Riverside County Sheriff's Department

Indirect Cost: 0.00%

Awarded Budget (as approved by ONDCP)		\$1,475,346.00
Personnel	Quantity	Amount
Financial Staff	1	\$54,902.00
Total Personnel		\$54,902.00
Fringe	Quantity	Amount
Financial staff	1	\$25,836.00
Total Fringe		\$25,836.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer		\$194,957.00
Total Overtime		\$194,957.00
Travel	Quantity	Amount
Training		\$15,000.00
Total Travel		\$15,000.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$6,000.00
Investigative services		\$84,500.00
Printing & document support		\$360.00
Total Services		\$90,860.00
Supplies	Quantity	Amount
Office		\$500.00
Technical investigative equipment		\$3,000.00
Total Supplies		\$3,500.00
Total Budget		\$385,055.00

Budget Detail

2024 - Los Angeles

Initiative - Vehicle Interdiction Pipeline Enforcement Resource (VIPER)

Interdiction

Award Recipient - Riverside, County of (G24LA0007A)

Resource Recipient - Riverside County Sheriff's Department

Indirect Cost: 0.00%

Awarded Budget (as approved by ONDCP)

\$1,475,346.00

Overtime	Quantity	Amount
Investigative - Law Enforcement Officer		\$65,000.00
Support		\$10,000.00
Total Overtime		\$75,000.00
Travel	Quantity	Amount
Administrative		\$5,000.00
Training		\$9,450.00
Total Travel		\$14,450.00
Services	Quantity	Amount
Investigative services		\$2,362.00
Software - maintenance		\$4,700.00
Total Services		\$7,062.00
Supplies	Quantity	Amount
Office		\$600.00
Technical investigative equipment - visual		\$2,888.00
Total Supplies		\$3,488.00
Total Budget		\$100,000.00



Riverside County Sheriff's Office
Chad Bianco, Sheriff-Coroner

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Date: Monday, August 19, 2024
From: Amanda Bennett, Deputy Director of Administrative Services
To: Purchasing Agent
Via: Captain Sean Brown
Subject: Request for Single Source Procurement for a Criminal Intelligence Analyst and Administrative Support Personnel

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft agreement
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Other: _____

1. **Requested Supplier Name:** Strategic Contracting Services, Inc. **Supplier ID:** 87605
 - a. **Describe the goods/service being requested:** Strategic Contracting Services provides crime analyst Employer of Record services. The Department would like to continue contracting professional services for Criminal Intelligence Analysts for case support and add two (2) administrative support staff.
 - b. **Explain the unique features of the services being requested from this supplier:** The Criminal Intelligence Analysts provide necessary case support and assist with the dissemination of narcotics related intelligence within the Los Angeles High Intensity Drug Trafficking Areas (LA-HIDTA). The administrative support staff will manage and maintain financial records related to the LA-HIDTA 24 budget for the Inland Crackdown Allied Task Force (INCA) initiative that the department does not have access to and track overtime worked by task force officers, purchase HIDTA funded equipment, track expenses and utilities, manage equipment inventory, and track statistic reports. The County of Riverside and Sheriff's Office benefit by receiving trained analysts and administrative staff whose



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services can be discontinued at the end of the grant performance period and maintain zero liability as an employer. There are no costs to the County for the recruitment, background, hiring, or training of Strategic Contracting Services personnel. All insurance claims and other tax liabilities are covered by Strategic Contracting Services as the Employer of Record.

- c. **What are the operational benefits to your department?** Riverside County and Riverside County Sheriff's Office act as the fiduciary for the Inland Narcotics Clearing House in a grant from the LA-HIDTA. One of the requirements of the grant is that Congress mandates the-analytical intelligence groups operating as part of the grant in the fight against large scale illegal narcotics trafficking.

Strategic Contracting Service serves as the Employer of Record for all contract analysts within the LA-HIDTA, including Inland Narcotics Clearing House (INCH), Los Angeles Regional Criminal Information Clearinghouse (LA-CLEAR) and Joint Regional Intelligence Center (JRIC). INCH, LA-CLEAR and JRIC are initiatives of the LA-HIDTA Intelligence Support System. This system is part of the larger national intelligence narcotics network of HIDTA.

Strategic Contracting Services, employs the contract analysts and administrative staff under their Federal Employer Tax ID number, and provide all tax liabilities, FICA, Medicare, Federal and State Unemployment Taxes, Workers Compensation Insurance, and provide W2 forms to employees at the end of each year. INCH and other HIDTA initiatives are not legal entities with employer tax identification numbers, we must utilize an HR company willing to serve as the Employer of Record with proper employer tax identification. The contract employees are offered medical insurance plans, and 401k plans at competitive rates with more options than other HR companies.

With all HIDTA contract analysts and administrative staff being employed by Strategic Contracting Services, it provides stability across the entire intelligence sector of the LA HIDTA as each group of analysts and administrative staff work under the same umbrella of protection. This consistency across intelligence initiatives is a necessity throughout the region as replacing these positions is a lengthy, extensive time-consuming process, which if delayed, can inhibit the effectiveness of the intelligence support system of the LA HIDTA.

Lastly, utilizing Strategic Contracting Services as the single source of all the analysts and administrative staff within the LA-HIDTA (30+ analysts), provides



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increased control over the related information, a fundamental requirement in the fight against large scale narcotics/drug trafficking organizations.

- d. **Provide details on any cost benefits/discounts.** Our continued partnership with Strategic Contracting Services guarantees a fixed rate, which is 100% federally funded by the LA HIDTA Grant.

2. **Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?**

Yes No

3. **Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now?**

Yes SSJ# 23-167 No

- a. What was the total annual and aggregate amount? \$465,000

4. **Identify all costs for this requested in the table below:**

Description:	FY23/24	FY 24/25	FY 25/26	Total
One-time Costs:	0.00	326,000	139,000	465,000
<i>Contracting services for four (4) Criminal Intelligence Analysts and two (2) Admin Support Staff</i>				
Total Costs	0.00	326,000	139,000	465,000

5. **Period of Performance:** January 1, 2024 to December 31, 2025

Ratify Start Date: January 1, 2024

Initial Term Start Date: January 1, 2024 **End Date:** December 31, 2025



Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

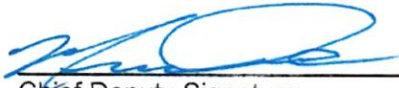

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Number of renewal options: _____

Aggregate Term/End Date: December 31, 2025

6. Projected Board of Supervisor Date: September 10, 2024

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

	<u>Michael Bianco</u>	<u>8/20/24</u>
Chief Deputy Signature (or designee)	Print Name	Date
	<u>David LeLorice</u>	<u>8/20/24</u>
Assistant Sheriff Signature (or designee)	Print Name	Date
<u>Amanda Bennett</u>	<u>Amanda Bennett</u>	<u>8/20/24</u>
Print Name	Department Head Signature (Executive Level Designee)	Date

.....
PCS Reviewed:

<u>John J. Farrar</u>	<u>John J. Farrar</u>	<u>08/19/2024</u>
Print Name	Signature	Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psourcesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

.....
The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments:

_____ Not to exceed:

One-time \$ _____



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Chad Bianco, Sheriff-Coroner

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Annual Amounts reflected in completed chart for Question #4

Total Cost \$465,000

Aggregate Amount \$_____

Melissa Curtis

8/23/2024

25-034

Purchasing Agent Signature

Date

Tracking Number
(Reference on Purchasing Documents)

MEMORANDUM OF UNDERSTANDING

**Riverside County Sheriffs' Department, Inland Narcotics
Clearing House**

Los Angeles Regional Criminal Information Clearinghouse

&

California Department of Justice

Cost Code – 806.0

July 1, 2023 – June 30, 2025

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Overview

This Memorandum of Understanding (MOU) is between the Riverside County Sheriffs' Department (RCSD); the California State Department of Justice (DOJ); and the Los Angeles Regional Criminal Information Clearinghouse (LA CLEAR).¹ The DOJ, through LA CLEAR, assigns a Crime Analyst III to support RCSD's Inland Narcotic Clearing House (INCH).

INCH, as one of the intelligence initiatives within the Los Angeles High Intensity Drug Trafficking Area (HIDTA),² provides investigative and analytical support to local, state, and federal law enforcement agencies throughout Riverside and San Bernardino Counties.³ INCH utilizes a variety of analytical tools and databases to provide intelligence support to narcotics task forces and officers within their region, and works closely with LA CLEAR.

Personnel

Through LA CLEAR, the DOJ will hire and/or manage one Crime Analyst III to be located at INCH. The Crime Analyst III is an experienced analyst and serves as a subject matter expert and prime resource on a task force intelligence team. At the expert level, the Crime Analyst III performs a wide variety of complex analytical research and case support responsibilities. This position is a highly skilled analyst critical to DOJ's basic mission to provide investigative analytical support to local, state, and federal law enforcement agencies throughout Riverside and San Bernardino Counties. The Crime Analyst III also develops results of trend analysis and strategic analysis presented to national organizations to assist in critical decision-making. The Crime Analyst III from the LA CLEAR assigned to INCH will be the lead analyst over INCH's contract crime analysts and National Guard counter-drug analysts. The Crime Analyst III will adhere to Western States Information Network policies, 28 CFR Part 23.

The Crime Analyst III may be supervised by an on-site supervisor who is not a DOJ employee. The on-site supervisor may retain supervisory control of the daily activities of DOJ personnel as those activities relate to supporting INCH. The DOJ shall retain sole authority to take state personnel action, including discipline, against any DOJ personnel assigned to INCH for any act or omission committed by such personnel while assigned and performing duties for INCH.

¹ LA CLEAR is a task force of the Los Angeles County Police Chiefs' Association (CHIEFS). DOJ participates in the task force including assigning DOJ staff to support its operations.

² The Los Angeles HIDTA consists of four counties: Los Angeles, Orange, Riverside and San Bernardino.

³ A more detailed description of INCH is attached to this MOU as Exhibit A.

Term of Agreement, Reimbursement, and Contingencies

This MOU shall be effective July 1, 2023 – June 30, 2025 and is based on the availability of INCH grant funds.⁴

The reimbursement cost for the Crime Analyst III for the July 1, 2023 – June 30, 2024, State of California fiscal year (fiscal year) is listed in the DLE Agreement/MOU Summary Sheet (see attached DLE 216, Exhibit B). The DLE Agreement/MOU Summary Sheet will be updated for the July 1, 2024 – June 30, 2025 fiscal year to reflect current DOJ employee costs. Specific costs for the reimbursement of the Crime Analyst III assigned to INCH will only include the amount of monies needed for salaries, benefits and overtime.

The continuation of this MOU beyond the current fiscal year is subject to the allocation or granting of funds by HIDTA and/or the RCSD. It is the RCSD's responsibility to apply for funds in a timely manner and within grant application deadlines.

It is mutually agreed that if California's Budget Act of the current fiscal year and/or any subsequent fiscal years covered under this MOU does not appropriate sufficient funds for the program, this MOU shall be of no further force and effect. In that event, the DOJ shall have no liability to pay any funds or provide any services whatsoever to INCH or to furnish any other consideration under this MOU and DOJ shall not be obligated to perform any provisions of this MOU.

If funding for any fiscal year is reduced or deleted by California's Budget Act for purposes of this MOU, DOJ shall have the option to either cancel this MOU with no liability occurring to DOJ, or offer an agreement amendment to the RCSD to reflect the reduced amounts or services.

Invoicing

RCSD will pay the costs for the Crime Analyst III directly to the DOJ as costs are incurred.

All invoices should be billed to and all payments should be mailed to the following addresses:

Bill to: Riverside County Sheriffs' Department
1500 Castellano Road
Riverside, CA 92509

⁴ A detailed description the INCH grant initial award is attached as Exhibit C.

Mail to: LA CLEAR
5700 S. Eastern Avenue
Commerce, CA 90040 A
Attn: Tanya Carter

Indemnification

LA CLEAR shall defend, hold harmless and indemnify DOJ, RCSD, and each of their officers, employees, and agents from any and all claims which arise out of the terms and conditions of this MOU and which result from negligent acts or omissions of LA CLEAR, its officers, employees, agents, or any other persons under direction and control of LA CLEAR; provided, however, that LA CLEAR is not liable for or obligated to defend, hold harmless or indemnify DOJ, RCSD or their officers, employees, or agents against any claim if and to the extent such claim results from the gross negligence or willful misconduct of or breach of the express provisions of this MOU by the person seeking such indemnification.

RCSD shall defend, hold harmless, and indemnify DOJ, LA CLEAR, and each of their officers, employees, and agents from any and all claims which arise out of the terms and conditions of this MOU and which result from the negligent acts or omissions of RCSD, its officers, employees, agents, or any other persons under the direction and control of RCSD; provided, however, that RCSD is not liable for or obligated to defend, hold harmless or indemnify DOJ, LA CLEAR, and their officers, employees, or agents against any claim if and to the extent such claim results from the gross negligence or willful misconduct of or breach of the express provisions of this MOU by the person seeking such indemnification.

DOJ shall defend, hold harmless and indemnify LA CLEAR, RCSD, and each of their officers, employees, and agents from any and all claims which arise out of the terms and conditions of this MOU and which result from negligent acts or omissions of DOJ, its officers, employees, agents, or any other persons under the direction and control of DOJ; provided, however, that DOJ is not liable for or obligated to defend, hold harmless or indemnify LA CLEAR, RCSD or their officers, employees, or agents against any claim if and to the extent such claim results from the gross negligence or willful misconduct of or breach of the express provisions of this MOU by the person seeking such indemnification.

In the event of concurrent negligence of RCSD, DOJ, and LA CLEAR, and each of their officers, employees, and agents, then the liability for any and all claims for which arise out of the terms and conditions of this MOU shall be apportioned according to the California theory of comparative negligence.

Amendment

This MOU may be amended by the mutual written consent of the parties. All amendments

shall be attached to this MOU and be incorporated by reference into the terms of this MOU. No oral understanding or agreement not incorporated in this MOU is binding on any of the parties.

Termination

The parties may terminate this MOU by giving the other parties one hundred and eighty (180) days written notice of the effective date of such termination.

Any such termination by one party shall be affected by delivery to the other parties of a written notice of termination specifying the date upon which such termination becomes effective.

Notwithstanding any provision herein to the contrary, (a) upon termination of this MOU by either party, the RCSD shall pay to DOJ an amount representing the pro rata portion of the reimbursement cost for the number of days from the commencement of this MOU through the date of such termination; (b) the provisions set forth above under the heading "Indemnification" above shall survive any termination of this MOU.

Notices

Any notices required by this MOU shall be sent to:

DOJ at: 1300 I Street
Suite 1140
Sacramento, CA 95814
dlechiefsoffice@doj.ca.gov
Attention: Chief John Marsh, Division of Law Enforcement

LA CLEAR at: 5700 S. Eastern Ave
Commerce, CA 90040
brian.rose@laclea.ca.gov
Attention: Brian Rose, Executive Director

RCSD at: 1500 Castellano Road
Riverside, CA 92509
Attention: Captain of Special Investigations Bureau

Dispute Resolution Procedure

If the RCSD has a concern regarding the billing services, deliverables, meeting the staffing needs or being responsive to personnel issues of INCH, and it cannot be resolved informally,

the RCSD will document its concern in writing within 30 days of the event and deliver the document to DOJ. Once an issue has been identified, a meeting will take place between the DOJ's representative and RCSD's representative to discuss and resolve the disputed issue(s) within 10 days. If an agreement cannot be reached through the meeting, all information pertaining to the dispute shall be elevated to the Director of the Division of Law Enforcement, Chief Deputy Attorney General, the Director of the Division of Operations, and an RCSD representative who shall meet in good faith to resolve the concern.

RCSD reserves the right to permanently remove any individual State of California employee from INCH for conduct including, but not limited to the following: violation of any RCSD order, policy, or procedure; violation of any DOJ order, policy, or procedure that is consistent with the orders, policies, and procedures of RCSD; incompetence; inefficiency; inexcusable neglect of duty; insubordination; dishonesty; inexcusable absence without leave; discourteous treatment of the public, other RCSD staff, or staff of another affiliated agency; willful disobedience; misuse of RCSD property or funds; unlawful discrimination, including harassment, on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic, against the public or other staff of RCSD; unlawful retaliation against any other staff member or member of the public who in good faith reports, discloses, divulges, or otherwise brings to the attention of the INCH supervisor or any other appropriate authority any facts or information relative to actual or suspected violation of the law of the state or the United States; or any other failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to RCSD, LA CLEAR, or DOJ. When removal/separation of a State of California employee is anticipated based on one or more of the aforementioned reasons, the LA CLEAR Executive Director or their designee, will contact an executive-level representative from DOJ. Supporting documentation, if any, will be forwarded to DOJ along with a 30-day written notice to remove/separate the State of California employee from INCH. In the event the LA CLEAR Executive Director and DOJ cannot agree on the process or ultimate conclusions, the RCSD may take what action it reasonably determines to be necessary, including removal of the State of California employee from RCSD.

Nondiscrimination Clause

During the performance of this MOU, the parties shall not deny the MOU 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. Each party shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Each party shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), implementing regulations (Cal. Code Regs, tit. 2, § 11000 et seq), the provision of Article 9.5, Chapter 1, Part 1, Division 3, title 2 of the Government Code (Gov. Code §11135-11139.8), and the regulations or standards adopted by the CHIEFS to implement such article to the extent that such regulations or standards are made available to DOJ and RCSD.

Each party shall give notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. DOJ shall include the nondiscrimination compliance provisions of this clause in all subcontracts to perform work under this MOU.

Severability

The parties agree that if any provision of this MOU is found to be illegal or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed stricken and the remainder of this MOU shall remain in full force and effect. Should the offending provision make performance of this MOU illegal, impossible or economically infeasible, this MOU shall be terminated, and the parties agree to negotiate in good faith to enter into an agreement that does not include the offending provision.

Governing Law

This MOU shall be governed by, and construed in accordance with, the laws of the State of California.

Continuation of MOU

The last signed agreement will remain in effect during the period all parties are preparing and/or negotiating a new agreement should there be any inadvertent period of lapse.

Execution in Counterparts

This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument and any of the parties may execute this MOU by signing any such counterpart.

Signatures

Captain Rob
Roggeveen

Digitally signed by Captain Rob
Roggeveen
Date: 2023.08.22 13:56:52
-07'00'

8/22/23

ADRIANN ROGGEVEEN, Captain
Riverside County Sheriff's Department - INCH

Date

Roger Bass

Digitally signed by Roger Bass
Date: 2023.08.25 10:53:38
-07'00'

8/25/23

ROGER BASS, Director
Los Angeles HIDTA

Date

Alan Sanvictores

Digitally signed by Alan Sanvictores
DN: cn=Alan Sanvictores, o, ou,
email=vguillen@monroviapd.org, c=US
Date: 2023.08.28 09:46:02 -07'00'

8/28/23

ALAN SANVICTORES, Chief of Police
Monrovia Police Department
LA CLEAR Executive Council Chairperson

Date

Scott Fairfield

Digitally signed by Scott Fairfield
Date: 2023.08.28 12:55:30
-07'00'

8/28/23

SCOTT FARFIELD, Chief of Police
Bell Gardens Police Department
LA CLEAR Executive Council Vice-Chairperson

Date

Brian Rose

Digitally signed by Brian Rose
Date: 2023.08.29 14:37:56
-07'00'

8/29/23

BRIAN ROSE, Executive Director
LA CLEAR

Date

Stephen Woolery

STEPHEN WOOLERY, Director
Division of Law Enforcement
Bureau of Investigation

7/5/23

Date

John D. Marsh

Digitally signed by John D.
Marsh
Date: 2023.07.05 13:13:38
-07'00'

7/5/23

JOHN MARSH, Chief
Division of Law Enforcement
California Department of Justice

Date

Chris Ryan

Digitally signed by Chris Ryan
Date: 2023.07.19 11:43:33
-07'00'

CHRIS RYAN, Chief
Division of Law Enforcement
California Department of Justice

Date

Attachment A

FY 2023 INTELLIGENCE AND INFORMATION SHARING INITIATIVE DESCRIPTION BUDGET PROPOSAL

HIDTA: Los Angeles HIDTA
INITIATIVE TITLE: Inland Narcotics Clearing House
LEAD AGENCY(S): (INCH) Riverside County Sheriffs
LOCATION: Department Riverside, CA

1. INITIATIVE DESCRIPTION

Initiative Purpose

Intelligence Support System (ISS) – As part of the Los Angeles High Intensity Drug Trafficking Area (LA HIDTA) Intelligence Support System (ISS), Inland Narcotics Clearing House (INCH) is one of three Intelligence & Investigative Support Center (ISC) components within the LA HIDTA. INCH works very closely with the Joint Regional Intelligence Center (JRIC) and the Los Angeles Regional Criminal Information Clearinghouse (LA CLEAR). INCH, LA CLEAR and JRIC have access to and utilize virtually the same available analytical tools, software systems and resources. These similarities and this approach facilitate the ease of cooperative, collaborative information sharing and exchange within the ISS components.

INCH is a collaborative effort between federal, state and local law enforcement partners. INCH primarily serves the law enforcement agencies within Riverside and San Bernardino counties, commonly referred to as the Inland Empire. Due to its geographic location, narcotics activity within the Inland Empire has a significant impact throughout the nation. INCH is available to provide local, state and federal agencies and multi-agency task forces, to include VIPER, within the Inland Empire with analytical support, especially with those with focus on narcotic investigations.

The mission of INCH is to foster a collaborative and cooperative effort among the law enforcement agencies within the LA HIDTA, especially those within the Inland Empire, through a sustained, coordinated and focused analytical approach that emphasizes the sharing of information and the creation of intelligence products designed to target organizations involved in the trafficking of illegal drugs.

The analytical support provided by INCH is intended to furnish case agents with new leads and direction and assist them in identifying the larger criminal organization. With this assistance, the case agent has the greatest likelihood of substantially impacting drug organizations by disrupting their operations at the very least or, ideally, completely dismantling them. This established system of cooperation and analytical support takes advantage of the successes of these law enforcement personnel within the LA HIDTA and links those successes together in a coordinated effort.

To conduct the analysis, investigative information is received directly from the investigating agents, detectives and task force officers. The data provided is analyzed and organized into a usable format, which is then returned to the investigators and other field personnel for action. To accomplish this, INCH uses a fully integrated analytic and information handling system which is designed to manage large volumes of electronic and hard copy data. It assists analysts in rapidly assimilating, correlating and analyzing huge amounts of disparate and fragmented investigative data, within and across cases. It provides automated tools to identify and exploit weaknesses within organizations.

In an ongoing effort to improve an already strong relationship with the Drug Enforcement Administration (DEA), the employees at INCH have gone through extensive background investigations conducted by the Department of Homeland Security in order to receive their "Secret" security clearances. These clearances

Department of Homeland Security in order to receive their "Secret" security clearances. These clearances allow the analysts direct access to some of DEA's database collection points and give them the ability to vet the information provided by agents, detectives or task force officer members. This process will shorten the "turn-around" time for the analysts and the requesting officer will get the information needed in a timelier manner.

Personnel Structure and Participating Agencies

Inland Narcotics Clearing House (INCH) is collocated within the DEA Riverside District Office and is led by a Riverside County Sheriff's Department Supervisor, who oversees some seven (7) personnel from local and, state agencies, to include: working collaboratively on investigations with the on-site DEA Intelligence Research Specialist assigned to the DEA Riverside District Office. INCH personnel are specifically from the California Department of Justice, Division of Law Enforcement, Bureau of Investigation (CA DOJ / DLE / BI), California National Guard and the Riverside County Sheriff's Department.

For a more detailed listing of personnel, please refer to the "HIDTA Participating Agencies" listing provided later in this document.

Deconfliction

Deconfliction is primarily provided by the Los Angeles Regional Criminal Information Clearinghouse (LA CLEAR). Please refer to the LA CLEAR initiative submission for further information.

2. INITIATIVE PARTICIPANTS

HIDTA Participating Agency Positions, Summary					
	Federal		Other		Total
	Full Time	Part Time	Full Time	Part Time	
Co-Located	0	0	7	1	8
Non-Co-Located	0	0	0	0	0
Total	0	0	7	1	8

HIDTA Participating Agency Positions					
Quantity	Title	Agency	HIDTA Funded	Co-Located	Fulltime
1	Analyst	California National Guard	No	Yes	Yes
1	Crime Analyst III	California Department of Justice - BII (INCH Funded)	Yes	Yes	Yes
4	Crime Analysts	Contract Analyst (INCH Funded)	Yes	Yes	Yes

HIDTA Participating Agency Positions					
Quantity	Title	Agency	HIDTA Funded	Co-Located	Fulltime
1	Sergeant	Riverside County Sheriffs Department	No	Yes	Yes
1	Systems Administrator	Riverside County Sheriffs Department	Yes	Yes	No

3. INITIATIVE BUDGET (Pulled automatically from FMS)

FY 2023 Request for initiative: \$619,238.00
 Approved Budget: \$0.00
 Current Budget: \$0.00

DESIGNATED COUNTIES OF PRIMARY FOCUS:

Riverside, California

4. SERVICES PROVIDED (Check all that apply)

- Strategic Intelligence
 Operational Intelligence
 Tactical Intelligence
 Information Sharing
 Analytical Support
 Target/Investigative Data Deconfliction
 Event Deconfliction

5. INITIATIVE COMPLIANCE

Is this initiative the HIDTA's primary intelligence initiative or an ancillary intelligence initiative?

- Primary
 Ancillary

Is the ISC Manager an employee of a participating Federal, state, local, or tribal agency, or a contractor employed by a participating agency?

- Yes – Federal Agency Employee
 Yes – State Agency Employee
 Yes – Local Agency Employee
 Yes – Tribal Agency Employee
 Yes – Contract Employee
 No

Does the ISC Manager have a Top Secret security clearance?

- Yes
 No

Is there a representative of the Drug Enforcement Administration participating in this initiative or the primary intelligence initiative?

- Yes
 No

Do initiative personnel with a requirement to access national security information or secure areas of the ISC have sufficient security clearance to allow such access?

Yes No

Is this initiative sponsored by at least one participating law enforcement agency?

Yes No

Are this initiative's intelligence products (if applicable) posted to the Homeland Security Information Network (HSIN)?

Yes No

Does this initiative support, as appropriate, the production of the annual threat assessment?

Yes No

Does this initiative have access to and properly utilize law enforcement, proprietary, and public databases containing information owned by the participating agencies?

Yes No

Does the initiative have access to an established deconfliction system that is part of the Nationwide Deconfliction Pointer Solution (NDPS)?

Yes – Case Explorer Yes – SAFETNet
 Yes - RISSNET No

Event and Target/Investigative Data Deconflictions				
Outputs	2019 - 2021 Average	2020 Actual	2021 Actual	2023 Expected
Event Deconflictions	0	0	0	0
Target/Investigative Data Deconflictions	0	0	0	0

Analytical Support				
Output	2019 - 2021 Average	2020 Actual	2021 Actual	2023 Expected
HIDTA Cases Provided Analytical Support	288	289	340	345

List of Policy Exemptions				
Section	Type	Board Appr.	ONDCP Appr.	ONDCP Reason
6.2.5 Oversight and Management of the ISC	Waiver	Yes	Pending	
Justification				
The Inland Narcotics Clearing House (INCH) is not our primary ISC -- it is an "ancillary" intelligence initiative (noted correctly in the "Initiative Compliance Section of this document).				