

**COUNTY-WIDE HAZARDOUS MATERIALS OPERATIONS GROUP (CHOG)
2016 FUNDING AGREEMENT BY AND BETWEEN THE
CITY OF RIVERSIDE AND COUNTY OF RIVERSIDE**

This Agreement is made and entered into between the City of Riverside (City), through its Fire Department, and the County of Riverside (County), through its Emergency Management Department (EMD). City and County are sometimes individually referred to as "party" and collectively as "parties".

1. BACKGROUND

1.1 The State of California has allocated 2016 Homeland Security Grant Program (HSGP) funds from the U.S. Department of Homeland Security to the Riverside County Operational Area (OA) to enhance the State's ability to prepare for, prevent, and respond to terrorist attacks and other major disasters.

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

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

2. ADMINISTRATION

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

3. DESCRIPTION OF SERVICES

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

4. PERIOD OF PERFORMANCE

This Agreement shall be effective from November 18, 2016 through February 28, 2018.

5. COMPENSATION

5.1 City shall be entitled to receive payment as specified in Exhibit B, Payment Provisions, for services provided as specified in Exhibit A, Scope of Work, and Attachment A,

Spending Plan.

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

5.3 This Agreement shall be deemed terminated and of no further force and effect immediately on receipt of COUNTY'S notification by CITY. In the event of such termination, CITY shall be entitled to reimbursement of its eligible costs.

5.4 No legal liability on the part of the COUNTY shall arise for payment beyond the agreement period of performance as stated in Section 4, PERIOD OF PERFORMANCE, nor beyond the maximum amount of compensation as stated in Section 5.2 above.

6. HOLD HARMLESS/INDEMNIFICATION

CITY shall indemnify and hold harmless COUNTY, its officers, employees and agents ("COUNTY Indemnitees") from any liability damage, claim or action whatsoever based or assert upon any services or actions of CITY, its officers, employees or agents, arising out of or relating in any way to this Agreement, including but not limited to property damage, bodily injury or death. CITY shall, at its sole expense, including all costs and fees (including but not limited to attorney's fees, defense and settlements or awards), defend COUNTY Indemnitees in any claim or action for which indemnification is required. Any insurance requirements specified in this Agreement shall not in any way limit CITY's indemnification obligation.

7. INSURANCE

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

8. INDEPENDENT CONTRACTOR

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

the means and methods for accomplishing the results.

9. LICENSING AND PERMITS

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

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

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

10. OSHA REGULATIONS

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

11. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS)

CITY shall comply with SEMS requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.

12. NATIONAL INITIATIVES

CITY shall comply with National Incident Management System (NIMS), the Homeland Security Presidential Directive-5 (HSPD-5) and National Response Plan.

13. COMPLIANCE WITH STATUTES AND REGULATIONS

CITY warrants and certifies that in the performance of this Agreement, CITY will comply with all applicable federal statutes, regulations, policies, guidelines, and requirements, including Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR) which govern the application, acceptance and use of federal funds for this federally-assisted

project. Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

14. RECORDS AND DOCUMENTS

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

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

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

15. CONDUCT OF CONTRACTOR

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

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

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

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

16. MONITORING

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

17. AUDITS

CITY shall give the Federal Government, the General Accounting Office, the Comptroller General of the United States, and the COUNTY, through any authorized representative, access to and the right to examine all paper or electronic records, books, papers, or documents related to this Agreement; and will establish a proper accounting system in accordance with generally accepted accounting standards or ATAA directives.

18. DISPUTES

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

18.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

19. TERMINATION

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

19.2 COUNTY, with five (5) days written notice, may terminate this agreement for CITY'S default or if CITY refuses or fails to comply with the provisions of this Agreement or fails to make progress to endanger performance and does not cure such failure within a reasonable period.

20. FORCE MAJEURE

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

21. NON-DISCRIMINATION

CITY shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair

Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

23. ALTERATIONS

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

24. GENERAL

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

25. NOTICES

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

COUNTY:

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

CITY:

City of Riverside
3900 Main Street
Riverside, CA 92522
Attn: City Manager

With copy to:

Riverside Fire Department
3401 University Ave.
Riverside, CA 92501
Attn: Fire Chief

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

26. ENTIRE AGREEMENT

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

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

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

CITY OF RIVERSIDE

Signature: _____

Signature: _____

Print Name: Kim Saruwatari

Print Name: _____

Title: Director, Emergency Management

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____

Neal Kipnis,
Deputy County Counsel

APPROVED AS TO FORM

BY: _____

Deputy City Attorney

Exhibit A
SCOPE OF WORK

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

1. Project Description:

1.1 Spending Plan

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

1.2 Exercises/Drills

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

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

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

1.2.3.1 Quarter 1, 2017

1.2.3.2 Quarter 2, 2017

1.2.3.3 Quarter 3, 2017

1.2.3.4 Quarter 4, 2017

1.3 Meeting Schedule

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

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

1.3.2.1 March 2017

1.3.2.2 June 2017

1.3.2.3 September 2017

1.3.2.4 December 2017

1.3.3 Additional meetings shall be determined by the CHOG committee

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

2. **Suspension:** COUNTY may suspend CITY'S funding, in whole or in part, for the following reasons:
 - 2.1 Failure to participate in a minimum of 75% of all CHOG sponsored trainings and exercises as outlined in Section 1.2.3, Exercises/Drills unless an emergency response precludes team participation.
 - 2.2 Failure to participate in a minimum of 75% of all CHOG meetings as outlined in Section 1.3.2, Meeting Schedule unless an emergency response precludes team participation.
 - 2.3 Failure to submit for reimbursement and include all required backup documentation.
 - 2.4 Failure to comply with Anti-Terrorism Approval Authority (ATAA) requirements or other statutory requirements set forth in the 2016 Homeland Security Grant Program (HSGP) guidance, which can be found at the following link:
https://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf
 - 2.5 In the event of such suspension, CITY shall be entitled to reimbursement for previous participation within the FY 16 grant performance period.
3. **Supplanting:** CITY agrees that funds reimbursed under this Agreement will be used to supplement existing funds and will not supplant (replace) non-federal funds.

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EXHIBIT B
PAYMENT PROVISIONS

1. Amount Awarded

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

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

1.3 Spend according to Spending Plan (Attachment A).

2. Payment Request Process

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

2.2 Said reimbursement to CITY shall be in accordance with periodic payment request invoices, and other supporting documentation submitted to COUNTY by CITY. Supporting documentation will be in the form of copies of original invoices, receipts, purchase orders, bids, certificates, equipment inventory tracking sheets, packing slips, copies of receipts, proof of payment or bank statements, and payroll registers and time sheets that document overtime and/or backfill costs incurred for participation in any CHOG sponsored training or exercise. CITY is eligible for participation in any of the training/exercises outlined in Exhibit A.

2.3 Each invoice shall contain a minimum of the following information:

Agency name, agreement number (#EM-17-106), remittance address, summary of hours (names, ranks, dates, hours, salary, and benefits) for all staff participating in a CHOG approved training or exercise. Additional supporting documentation shall include: copies of: timesheets, certificates awarded (if applicable), purchase orders, bids (if applicable), vendor invoices, packing slips, receipts, proof of payment such as copies of cancelled checks to the vendor or bank statements and the equipment inventory tracking sheet. In the State of California, government agencies are not allowed to pay late charges, per Government Codes, Section 926.10.

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

costs.

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

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

Address:

Emergency Management Department

Business & Finance Division - Accounts Payable

4210 Riverwalk Parkway, Suite 300

Riverside, CA 92505

ATTACHMENT A
CHOG SPENDING PLAN HS 2016
CITY OF RIVERSIDE FIRE DEPARTMENT

Quantity	Description (training title, equipment name, CHOG exercise, etc)	Training Tracking Number (I will obtain for each agency)	AEL # (I will email a PDF version)	Equipment Costs	OT/BF Costs	Tuition/ Expenses	Total Dollar Amount	Comments
2	Riverside - 2, HazMat Specialist F-G	17-00486				\$1,600	\$1,600	
2	Riverside - 2, HazMat Specialist F-G	17-00486			\$12,000		\$12,000	
2	Riverside - 2, HazMat Technician Series A-D	17-00485				\$3,000	\$3,000	
2	Riverside - 2, HazMat Technician Series A-D	17-00485			\$12,000		\$12,000	
2	Riverside - 2, Tankcar Specialist	17-00483			\$7,000		\$7,000	
1	Riverside - Maintenance for Infrared Spectrometer; Flame Ionization Detector (1)	21GN-00-MAIN		\$5,000			\$5,000	
1	Riverside - Mercury Monitor (1)	07CD-01-KTHG		\$18,000			\$18,000	
4	Riverside - Level A Suits, NFPA 1994 Class 2 Compliant (WMD) (4)	01CB-02-ENSM		\$4,800			\$4,800	
	Riverside - CHOG BioWatch Exercise, October				3600		\$3,600	Drill Attendee
							\$67,000	

