

**COUNTY-WIDE HAZARDOUS MATERIALS OPERATIONS GROUP (CHOG)  
2017 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), a political subdivision of the State of California, on behalf of its Emergency Management Department (EMD). CITY and COUNTY are sometimes individually referred to as “party” and collectively as “parties”.

**1. BACKGROUND**

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

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

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

**2. ADMINISTRATION**

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

**3. DESCRIPTION OF SERVICES**

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

**4. PERIOD OF PERFORMANCE**

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

**5. COMPENSATION**

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

Attachment A, Spending Plan.

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

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

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

## **6. HOLD HARMLESS/INDEMNIFICATION**

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

## **7. INSURANCE**

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

## **8. INDEPENDENT CONTRACTOR**

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

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

## **9. LICENSING AND PERMITS**

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

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

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

## **10. OSHA REGULATIONS**

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

## **11. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM (SEMS)**

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

## **12. NATIONAL INITIATIVES**

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

## **13. COMPLIANCE WITH STATUTES AND REGULATIONS**

CITY warrants and certifies that in the performance of this Agreement, CITY will comply with all applicable federal statutes, regulations, policies, guidelines, and requirements, including government cost principles, uniform administrative requirements and audit requirements for federal grant programs set forth in Title 2, Part 200 of the Code of Federal Regulations (CFR)

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

#### **14. RECORDS AND DOCUMENTS**

**14.1** CITY shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this grant Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by CITY. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of the Grant Closeout Letter from the COUNTY in accordance to 2 CFR Part 200, Subpart D - Post Federal Award Requirements § 200.333. In the Grant Closeout Letter, COUNTY will notify the CITY of the start of the record retention period for all programmatic and financial grant-related records.

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

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

#### **15. CONDUCT OF CONTRACTOR**

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

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

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

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

**16. MONITORING**

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

**17. AUDITS**

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

**18. DISPUTES**

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

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

**19. TERMINATION**

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

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

**20. FORCE MAJEURE**

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

**21. NON-DISCRIMINATION**

CITY shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

**22. ALTERATIONS**

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

**23. GOVERNING LAW/VENUE**

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

**24. NOTICES**

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

**COUNTY:**

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

**CITY:**

City of 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.

**25. ENTIRE AGREEMENT**

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

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

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

**CITY OF RIVERSIDE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Bruce Barton

Print Name: \_\_\_\_\_

Title: Director, Emergency Management

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

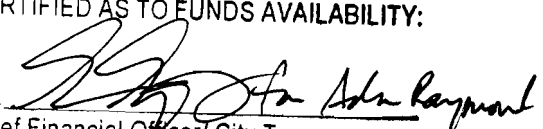
APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Thomas Oh  
Deputy County Counsel

approved as to Form:

  
\_\_\_\_\_  
**Lauren M. Sanchez**  
**Deputy City Attorney**

CERTIFIED AS TO FUNDS AVAILABILITY:

BY:   
Chief Financial Officer/ City Treasurer

**Exhibit A**  
**SCOPE OF WORK**

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

**1. Project Description:**

**1.1 Spending Plan**

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

**1.2 Exercises/Drills**

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

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

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

**1.2.3.1** Quarter 1, 2018

**1.2.3.2** Quarter 2, 2018

**1.2.3.3** Quarter 3, 2018

**1.2.3.4** Quarter 4, 2018

**1.3 Meeting Schedule**

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

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

**1.3.2.1** March 2018

**1.3.2.2** June 2018

**1.3.2.3** September 2018

**1.3.2.4** December 2018

**1.3.3** Additional meetings shall be determined by the CHOG committee.

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



**2. Suspension:**

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

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

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

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

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

[https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY\\_2017\\_HSGP\\_NOFO\\_20170601v2014\\_605.pdf](https://www.fema.gov/media-library-data/1496691855715-4d78d65ebb300900ce6c945931eff2c6/FY_2017_HSGP_NOFO_20170601v2014_605.pdf)

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

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

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

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

**2.3** Each invoice shall contain a minimum of the following information: agency name, agreement number (EM-18-101), remittance address, summary of hours (names, ranks, dates, hours, salary, and benefits) for all staff participating in a CHOG approved training or exercise, and additional supporting documentation as described in section 2.2 above.

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

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

not excluded from receiving federal contracts, subcontracts, and financial and non-financial assistance and benefits. To find a list of current companies (Entities) or individuals that have been declared ineligible to receive Federal contracts, CITY shall follow the instructions to access the System for Award Management (SAM) website: [https://www.sam.gov/sam/transcript/Quick Guide for Searching Exclusions.pdf](https://www.sam.gov/sam/transcript/Quick%20Guide%20for%20Searching%20Exclusions.pdf)

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

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

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

Address:

County of Riverside

Emergency Management Department

Business & Finance Division - Accounts Payable

4210 Riverwalk Parkway, Suite 300

Riverside, CA 92505

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

Quantity	Description	Training Tracking Number	AEL #	Equipment Costs	OT/BF Costs	Tuition/ Expenses	Total Dollar Amount	Comments
1	Riverside - Kit, Chemical Leak Control-Chlorine Kit B and Kit C (contains devices to stops leaks at the valves, fusible plugs, and side walls of chlorine one ton containers)(1)		03OE-03-KTCL	\$5,000			\$5,000	
1	Riverside - Maintenance for Infrared Spectrometer; Flame Ionization Detector (1)		21GN-00-MAIN	\$5,000			\$5,000	
5	Riverside - Level A Suits, NFPA 1994 Class 2 Compliant (WMD)(5)		01CB-02-ENSM	\$13,700			\$13,700	
1	Riverside - 1, HazMat Specialist F-G	18-01798				\$1,500	\$1,500	
1	Riverside - 1, HazMat Specialist F-G	18-01798			\$7,500		\$7,500	
1	Riverside - 1, HazMat Technician Series A-D	18-01797				\$3,000	\$3,000	
1	Riverside - 1, HazMat Technician Series A-D	18-01797			\$9,000		\$9,000	
2	Riverside - 2, PER-241 - WMD Radiological/Nuclear Course for HazMat Technicians	18-01917				\$1,200	\$1,200	
2	Riverside - 2, PER-241 - WMD Radiological/Nuclear Course for HazMat Technicians	18-01917			\$7,000		\$7,000	
	Riverside - 2, Tankcar Specialist	18-01802			\$7,000		\$7,000	
	Riverside - CHOG Quarterly Exercises				\$7,100		\$7,100	Drill Attendee
							<b>\$67,000</b>	