

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



ITEM: 3.46
(ID # 17713)

MEETING DATE:

Tuesday, December 07, 2021

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve Operation Stonegarden (OPSG) Agreements and Amendments with the County of San Diego and Other Parties for Acceptance of FY18, FY19 and FY20 OPSG Grant Program Subawards, funded by the United States Department of Homeland Security (DHS), All Districts. [\$280,158 – Federal Funding 100%], 4/5 Vote required.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Accept FY19 and FY20 Operation Stonegarden (OPSG) Subawards and additional funding for FY18 OPSG for the total amount of \$280,158 funded by the Department of Homeland Security (DHS) passed through Cal OES and administered by the County of San Diego, and Authorize the Sheriff, Assistant Sheriff, Chief Deputy, Captain or Administrative Services Manager, to accept additional OPSG funds in an amount not to exceed \$1,500,000; and,

Continued on page 2


ACTION:4/5 Vote Required


Donald Sharp, Assistant Sheriff 11/29/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 7, 2021
xc: Sheriff-Coroner-PA

Kecia R. Harper
Clerk of the Board
By 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify and approve the attached Amendment No. 4 to the Agreement for Fiscal Year 2018 OPSG Grant, Amendment No. 1 to the Agreement for Fiscal Year 2019 OPSG Grant, and the Fiscal Year 2019 and Fiscal Year 2020 OPSG Grant Agreements (the "Agreements") with the County of San Diego and Other Parties to accept OPSG Grant Program Subawards; and,
3. Authorize the Sheriff, Assistant Sheriff, Chief Deputy, Captain or Administrative Services Manager to execute the attached Agreements and accompanying Standard Assurances, and any documents that exercise the options of the Agreements, including any documents required for the Department to process reimbursement claims under the FY 2018, FY2019 and FY2020 OPSG Grant Programs, as approved as to form by County Counsel; and,
4. Authorize the Sheriff or designee, as approved as to form by County Counsel, to sign subsequent amendments to the Agreements that do not change the intent of the Agreements; and,
5. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 280,158	\$ 0	\$ 280,158	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funding from the Department of Homeland Security through Cal OES			Budget Adjustment:	Yes
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve

BR# 22-045

BACKGROUND:

Summary

Since the events of September 11, 2001, the United States has focused increased attention to the interception of terrorists attempting entry to the country. Terrorists and other criminals such as human and drug traffickers are regarded by law enforcement as a primary threat to our nation. Operation Stonegarden (OPSG), through intelligence gathering and agency collaboration, seeks to identify methods and enforcement profiles to weaken terrorist activities.

The Sheriff Department's goal is to achieve maximum deterrence of illegal activity within the borders of Riverside County by apprehending criminals involved in illicit acts and to increase

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

opportunities for the collection of intelligence involving criminal organizations operating within the County.

The Department seeks to enter into the attached Agreements for participation in the OPSG Grant Program to enhance law enforcement preparedness and operational readiness along the land borders of the United States. The Department will be reimbursed for providing increased law enforcement presence along major routes of ingress in their areas of operation, in coordination with other OPSG partner agencies, to support the DHS and Bureau of Customs and Border Protection efforts in the region to improve border security. The Department will only enforce local and state laws and will not enforce immigration laws. The OPSG Grant Program provides funding to designated localities to enhance cooperation and coordination between law enforcement agencies in a joint mission to secure the nation's land borders. The Department will provide personnel support on an overtime basis for OPSG Grant Program operations.

The current participating agencies and signatories to the Agreements include the Counties of San Diego, Los Angeles, Monterey, Orange, San Luis Obispo, San Mateo, Santa Barbara, Ventura, and the Cities of Carlsbad, Chula Vista, Coronado, Escondido, La Mesa, National City, Oceanside, the San Diego Unified Port District, the University of California San Diego, California Highway Patrol, California Department of Fish and Wildlife, Department of Parks and Recreation, and the Sycuan Tribal Police Department. On November 17, 2020 (MO 3.15), the Department was awarded FY18 OPSG funds in the amount of \$60,000 pursuant to an earlier agreement. The new Agreements allocate additional funding in the amount of \$50,158 for FY18 OPSG and funding in the total amount of \$230,000 from the FY 2019 and FY 2020 OPSG grants.

Impact on Residents and Businesses

OPSG funding allows staff from the Sheriff's Department to work with other law enforcement personnel throughout the County on reimbursable activities to combat border related criminal acts which affect the County.

Additional Fiscal Information

There will be no fiscal impact for the County. The Department will receive full reimbursement for expenditures related to the enforcement of regional crime with a border nexus. All costs associated with these Agreements are funded via the sources as follows:

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Program	Agreement
OPSG FY18	\$ 50,158
OPSG FY19	\$ 60,000
OPSG FY20	\$ 170,000
TOTAL	280,158

ATTACHMENTS:

1. Schedule A – Budget Adjustment
2. OPSG FY18 Amendment #4
3. OPSG FY18 – Budget Worksheet
4. OPSG FY19 Agreement
5. OPSG FY19 Exhibit A – Budget Worksheet
6. OPSG FY19 Exhibit B – Standard Assurances
7. OPSG FY19 Amendment #1
8. OPSG FY20 Agreement
9. OPSG FY20 Exhibit A – Budget Worksheet
10. OPSG FY20 Exhibit B – Standard Assurances
11. OPSG FY20 Exhibit E – Federal Grant Requirements

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

**FY 2021-2022
Schedule A**

Field Operations

Increase Appropriations:

10000-2500300000-510420	Overtime	244,511
10000-2500300000-518080	Other Budgeted Benefits	16,436
10000-2500300000-529040	Private Mileage Reimbursement	5,211
10000-2500300000-546380	Vehicles Other	<u>14,000</u>

Total Increase in Estimated Appropriations 280,158

Increase Estimated Revenues:

10000-2500300000-767220	Federal-Other Operating Grants	280,158
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Total Increase in Estimated Appropriations 280,158



Heydee Koury, Sr Accountant - Auditor 11/24/2021



Rebecca S Cortez, Principal Management Analyst 11/30/2021



Gregory H. Priamos, Director County Counsel 11/17/2021

**FY 2018 OPERATION STONEGARDEN
ANNUAL BUDGET WORKSHEET
SUMMARY**

AGENCY NAME	Budget Narrative Category									TOTAL
	A	B	C	D	E	F	G	H	I	
	Operational OT	Fringe Benefits	Vehicle/Vessel Maint	Equip Maint	New/Replace Equip	Fuel Costs	Mileage	Flight Costs	M&A	
San Diego County Sheriff's Department	3,400,352	399,161	-	32,220	218,000	-	307,350	-	198,760	4,555,843
San Diego County Probation	15,401	959	-	-	-	-	132	-	-	16,492
Carlsbad Police Department	45,405	885	-	-	-	-	2,780	-	-	49,070
Chula Vista Police Department	218,826	3,174	-	-	65,157	-	-	-	-	287,157
Coronado Police Department	18,536	-	-	-	-	-	624	-	-	19,160
El Cajon Police Department	22,000	933	-	-	-	-	2,067	-	-	25,000
Escondido Police Department	8,732	852	-	-	-	-	-	-	-	9,584
La Mesa Police Department	265,700	17,698	-	-	63,114	-	10,799	-	-	357,311
National City Police Department	62,556	7,000	-	-	-	-	2,104	-	-	71,660
Oceanside Police Department	216,459	3,071	2,477	-	-	15,927	-	-	-	237,934
San Diego Harbor Police	199,129	23,596	41,248	-	-	63,439	1,240	-	-	328,652
San Diego Police Department	48,810	708	-	-	-	-	482	-	-	50,000
University of California San Diego Police Department	9,709	291	-	-	-	-	-	-	-	10,000
Riverside County Sheriff's Department	103,073	6,860	-	-	-	-	-	-	-	109,933
LA County Sheriff's Department	630,000	-	-	-	-	-	-	-	-	630,000
Orange County Sheriff's Department	141,791	10,310	13,078	-	81,001	13,002	2,602	-	-	261,784
San Luis Obispo County Sheriff's Office	146,246	20,577	-	-	16,518	31	17,628	-	-	201,000
Santa Barbara County Sheriff's Office	42,055	-	-	-	-	-	492	6,276	-	48,823
Ventura County Sheriff's Office	534,591	-	-	-	26,193	-	-	-	-	560,784
Monterey County Sheriff's Office	101,651	1,474	-	-	-	-	6,184	-	-	109,309
Santa Cruz County Sheriff's Office	-	-	-	-	-	-	-	-	-	-
San Mateo County Sheriff's Office	90,976	10,662	-	-	-	-	-	-	-	101,638
CA Highway Patrol	392,620	5,693	-	-	-	-	31,366	-	-	429,679
CA Department of Fish and Wildlife	7,094	102	-	-	-	-	-	-	-	7,196
CA Department of Parks and Recreation	19,380	280	17,371	-	84,045	177	738	-	-	121,991
Grand Total San Diego County Region	\$ 6,741,092	\$ 514,286	\$ 74,174	\$ 32,220	\$ 554,028	\$ 92,576	\$ 386,588	\$ 6,276	\$ 198,760	\$ 8,600,000

**AGREEMENT FOR THE
FISCAL YEAR 2018 OPERATION STONEGARDEN (OPSG) GRANT**

AMENDMENT NO. 4

RECITALS

1. **Original Agreement** – On or about October 11, 2019, the PARTIES to the Agreement listed in Amendment Recital 2 below, entered into the AGREEMENT FOR THE FISCAL YEAR 2018 OPERATION STONEGARDEN (OPSG) Grant (“Agreement”) effective retroactively to September 1, 2018 and with a termination date of May 31, 2021, subject to various provisions of the Agreement.
2. **Parties To The Agreement** -- The Agreement is among the COUNTY OF SAN DIEGO (“COUNTY”), the CITY OF CARLSBAD, the CITY OF CHULA VISTA, the CITY OF CORONADO, the CITY OF ESCONDIDO, the CITY OF LA MESA, the CITY OF NATIONAL CITY, the CITY OF OCEANSIDE, the CITY OF SAN DIEGO (collectively the “CITIES”), the SAN DIEGO UNIFIED PORT DISTRICT (“SDUPD”), the UNIVERSITY OF CALIFORNIA SAN DIEGO (“UCSD”), the COUNTY OF RIVERSIDE (“RC”), the COUNTY OF LOS ANGELES (“LAC”), the COUNTY OF MONTEREY (“MC”), the COUNTY OF ORANGE (“OC”), the COUNTY OF SAN LUIS OBISPO (“SLOC”), the COUNTY OF SAN MATEO (“SMC”), the COUNTY OF SANTA BARBARA (“SBC”), the COUNTY OF VENTURA (“VC”), the CALIFORNIA HIGHWAY PATROL (“CHP”), the CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (“DFW”) and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (“DPR”), collectively the “PARTIES”, for program support of the Operation Stonegarden Grant (“OPSG”).
3. **Party Departments Or Agencies Participating In The Agreement** – For the COUNTY, participating agencies are the Probation Department (“PROBATION”) and the Sheriff’s Department (“SHERIFF”). For the CITIES, SDUPD, and UCSD, participating agencies are their respective police department. For RC, LAC, MC, OC, SLOC, SMC, SBC, and VC, participating agencies are their respective Sheriff’s Department. CHP, DFW, and DPR do not have subordinate agencies or department participants.
4. **Authority To Amend The Agreement** – COUNTY, by action of the Board of Supervisors Minute Order No. 2 dated January 8, 2019, approved and authorized the SHERIFF to reallocate Fiscal Year (FY) 2018 OPSG grant funding between OPSG agencies, including any annual extensions, amendments, and/or revisions thereof that do not materially impact or alter the services or funding level. The persons signing this Amendment No. 4 on behalf of the PARTIES, represent that they have the authority to do so.

5. **Additional Party to Agreement** – ECPD is being added as a participating agency and will receive reimbursement for program support of the OPSG.
6. **Addition to Funding Allocation** – The FY 2018 OPSG grant funding in the amount of \$25,000 will be reallocated from SHERIFF to ECPD, as reflected in the REVISED Exhibit A v.4 – Budget Worksheet, attached hereto. ECPD has agreed to provide basic services as described in section 4, SCOPE OF SERVICES in the original AGREEMENT.
7. **Increase in Funding Reallocation** – The FY 2018 OPSG grant allocation for CVPD, RC, VC and LAC will be increased by the amounts below and as reflected in the REVISED Exhibit A v.4 – Budget Worksheet, attached hereto.
 - a) The CVPD's grant allocation will be increased by \$70,001 from \$217,156 to \$287,157 for overtime and fringe benefits;
 - b) The RC's grant allocation will be increased by \$50,158 from \$59,775 to \$109,933 for overtime and fringe benefits;
 - c) The VC's grant allocation will be increased by \$200,000 from \$360,784 to \$560,784 for overtime; and
 - d) The LAC's grant allocation will be increased by \$180,000 from \$450,000 to \$630,000 for overtime.

NOW THEREFORE, the PARTIES agree as follows:

1. The PARTIES TO THE AGREEMENT listed in Section I of the original AGREEMENT is hereby amended to include the City of El Cajon ("ECPD").
2. CVPD's, RC's, VC's and LAC's budget allocation will be increased by the amounts specified in paragraph 7 a) through e).
3. The REVISED Exhibit A v.3 – Budget Worksheet is replaced with REVISED Exhibit A v.4 – Budget Worksheet, attached hereto.
4. Section 5.1 is hereby amended as follows: “The term of this Agreement shall be retroactive to 12:01 a.m. on September 1, 2018, and shall continue in effect through and terminate at midnight on May 31, 2022, subject to remaining grant funds and the termination provision in section 5.3. However, the performance period for PARTIES will end by December 31, 2021, with a deadline to submit claims twenty (20) days thereafter.”
5. Except as otherwise provided by this AMENDMENT NO. 4, the Agreement, and all other terms and conditions therein, shall remain in full force and effect.

This AMENDMENT NO. 4 may be signed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this AMENDMENT NO. 4 to the original Agreement, such AMENDMENT NO. 4 effective September 1, 2021.

**COUNTY OF SAN DIEGO
SHERIFF'S DEPARTMENT**

William D. Gore
Sheriff

**CHULA VISTA POLICE
DEPARTMENT**

Roxana Kennedy
Chief

**VENTURA COUNTY
SHERIFF'S DEPARTMENT**

William Ayub
Sheriff

**LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT**

Alex Villanueva
Sheriff

Approved as to form and legality:
LONNIE H. ELDRIGE
OFFICE OF COUNTY COUNSEL
COUNTY OF SAN DIEGO

Mark Day
Senior Deputy

**EL CAJON POLICE
DEPARTMENT**

Mike Moulton
Chief

**RIVERSIDE COUNTY
SHERIFF'S DEPARTMENT**



Chad Bianco
Sheriff-Coroner

Approved as to form:
RODRIGO A. CASTRO-SILVA
OFFICE OF THE COUNTY COUNSEL
COUNTY OF LOS ANGELES

Michele Jackson
Principal Deputy County Counsel

FORM APPROVED COUNTY COUNSEL
BY: LISA SANCHEZ
DATE: 11/19/21

**AGREEMENT FOR
FISCAL YEAR 2019
OPERATION STONEGARDEN (OPSG)**

1. PARTIES TO THE AGREEMENT

This Agreement is between the COUNTY OF SAN DIEGO ("COUNTY"), the CITY OF CARLSBAD, CITY OF CHULA VISTA, CITY OF CORONADO, CITY OF ESCONDIDO, CITY OF LA MESA, CITY OF NATIONAL CITY, CITY OF OCEANSIDE (collectively the "CITIES"), SAN DIEGO UNIFIED PORT DISTRICT ("SDUPD"), SYCUAN TRIBAL POLICE DEPARTMENT ("STPD"), UNIVERSITY OF CALIFORNIA SAN DIEGO ("UCSD"), COUNTY OF LOS ANGELES ("LAC"), COUNTY OF MONTEREY ("MC"), COUNTY OF ORANGE ("OC"), COUNTY OF SAN LUIS OBISPO ("SLOC"), COUNTY OF SAN MATEO ("SMC"), COUNTY OF SANTA BARBARA ("SBC"), COUNTY OF VENTURA ("VC"), CALIFORNIA HIGHWAY PATROL ("CHP"), DEPARTMENT OF FISH AND WILDLIFE ("DFW"), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR"), collectively the "PARTIES", for support of the Operation Stonegarden ("OPSG") program.

1.1 Party Departments Or Agencies Participating In The Agreement

- 1.1.1 For the COUNTY, participating agencies are the Probation Department ("PROBATION") and the Sheriff's Department ("SHERIFF").
- 1.1.2 For the CITIES, SDUPD, STPD, and UCSD, participating agencies are their respective police department.
- 1.1.3 For LAC, MC, OC, SLOC, SMC, SBC, and VC, participating agencies are their respective Sheriff's department.
- 1.1.4 CHP, DFW, and DPR do not have subordinate agencies or department participants.

2. RECITALS

2.1 WHEREAS, COUNTY through SHERIFF applied for, and was awarded grant funds from the U. S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (Cal OES), under the Fiscal Year (FY) 2019 Operation Stonegarden (OPSG) grant program. As the sole applicant for the San Diego Border Patrol Sector, SHERIFF shall be the lead agency to manage the OPSG program.

2.2 WHEREAS, funds shall be used to support the OPSG program to enhance law enforcement preparedness and operational readiness along the land and water borders of the United States.

- 2.3** WHEREAS, Government Code § 55632 authorizes COUNTY and PARTIES to contract for provision of joint law enforcement services.
- 2.4** WHEREAS, PARTIES desire to enter into an agreement with provisions concerning the nature and extent of OPSG collaboration, services rendered, and compensation.
- 2.5** WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 1 on January 14, 2020, approved and authorized the SHERIFF to execute expenditure contracts to use FY 2019 OPSG funds to reimburse PARTIES for program related management and administration, overtime; equipment and vehicle purchases; fuel, mileage, flight, and vehicle and equipment maintenance costs incurred not to exceed the amounts described in Exhibit A – FY 2019 OPSG Budget Worksheet in paragraph 2.7 below, during the project period September 1, 2019 through May 31, 2022.
- 2.6** WHEREAS, PARTIES shall retain documentation supporting all expenditures reimbursed from OPSG grant funds, ensure all expenditures are allowable under grant requirements, adhere to the federal procurement standards found in Title 2 of the Code of Federal Regulations, Part 200, Subpart D, Section §200.317-200.326, and comply with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F - Audit Requirements regarding organization-wide financial and compliance audit reports if \$750,000 or more of OPSG federal funds are expended in a fiscal year.
- 2.6.1** Documentation shall be retained in accordance with the [FEMA Preparedness Grants Manual](#) and any other OPSG grant requirements, and shall be available for audit and inspection.
- 2.7** WHEREAS, PARTIES acknowledge the following information for the OPSG grant program:
- (a) Federal Grantor Agency: U. S. Department of Homeland Security (DHS)
 - (b) Administrative Authority: Federal Emergency Management Agency (FEMA)
 - (c) Operational Oversight: U. S. Customs and Border Protection (CBP)
 - (d) State Administrative Agency (SAA) or Pass-Through Agency: California Governor's Office of Emergency Services (Cal OES)
 - (e) Program Title: Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG)
 - (f) Grant Identification Number: 2019-0035
 - (g) Federal CFDA Number: 97.067
- 2.8** WHEREAS, PARTIES agree and shall utilize and adhere to the following Exhibits attached hereto and/or available using the referenced link:
- (a) Exhibit A – FY 2019 OPSG Budget Worksheet
 - (b) Exhibit B – FY 2019 OPSG Grant Assurances
 - (c) Exhibit C – FY 2019 OPSG Operations Order
 - (d) Exhibit D – [Title 2 of the Code of Federal Regulations Part 200](#),
 - (e) Exhibit E – Federal Grant Requirements

- (f) Exhibit F - FY 2019 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)
- (g) Exhibit G - FY 2019 Homeland Security Grant Program (HSGP) California Supplement to the Federal Notice of Funding Opportunity
- (h) Exhibit H - Federal Preparedness Grants Manual

However, nothing in the above-mentioned Exhibits shall limit the requirements of this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARTIES jointly intend that COUNTY will reimburse, and PARTIES will provide, a level of OPSG services as set forth in this Agreement.

3. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the OPSG grant program proposal awarded by the DHS and passed through to the Cal OES, under the FY 2019 Operation Stonegarden grant program.

4. SCOPE OF SERVICES

4.1 Method of Service Delivery

SHERIFF will manage the OPSG grant program, oversee the funding allocation of the PARTIES, and be administratively responsible for coordination of PARTIES' obligations under this Agreement. The SHERIFF's OPSG grant program team will be staffed as described in paragraph 6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES.

4.2 Overview of Basic Services

PARTIES will provide OPSG Operations ("Operations") by increasing law enforcement presence in each PARTY's designated jurisdiction and in coordination with other OPSG partner agencies in order to support the U. S. Customs and Border Protection efforts in the region to improve border security. PARTIES will enforce local and state laws and will not enforce or aid in the enforcement of immigration laws on behalf of U. S. Customs and Border Protection (CBP) and U. S. Border Patrol (BP).

5. TERM OF AGREEMENT

5.1 Initial Term

The term of this Agreement shall be retroactive to 12:01 a.m. on September 1, 2019 and shall continue in effect through and terminate at midnight on May 31, 2022; subject to the termination provision in paragraph 5.3.

5.2 Option to Extend

Renewal or extension of the Agreement beyond May 31, 2022 shall be subject to remaining grant funds and to a time extension approved by Cal OES. Any PARTY that does not agree to renew shall terminate its participation at the end of the term of this Agreement.

5.3 Termination

Subject to the applicable provisions of state law, each PARTY may terminate its participation in this Agreement upon ninety (90) days minimum written notice to the other PARTIES.

5.3.1 A PARTY may terminate its participation in this Agreement immediately upon written notice to the other PARTIES in the event it becomes ineligible to receive grant funds under this Agreement.

5.3.2 As the lead agency, SHERIFF, with approval from either FEMA, CBP and/or Cal OES as needed, may require the termination of a PARTY's participation if it is determined that the PARTY has violated the provisions of this Agreement, including failure to provide the Anticipated Outcome set forth in section 6.2.

6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

6.1 Debarment and Suspension

PARTIES shall ensure and certify that they are not presently debarred and suspended from receiving Federal grant funds as required by Executive Orders (EO) 12549 and 12689, and 2 CFR 200.213 and codified in 2 CFR Part 180, Debarment and Suspension. PARTIES found to be noncompliant are not eligible for cost reimbursement.

6.2 Anticipated Outcome

The anticipated outcome of Operations to be provided by PARTIES under this Agreement is increased law enforcement presence in each PARTY's designated jurisdiction in order to support the U. S. Department of Homeland Security, U. S. Customs and Border Protection efforts in the region to improve border security and reduce border related crime. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by the PARTIES and in Exhibit C – FY 2019 OPSG Operations Order.

6.2.1 PARTIES will provide enhanced enforcement by increasing patrol presence in proximity to the border and/or routes of ingress from the border, including the water borders. In addition, PARTIES will utilize their unique investigatory areas of expertise in operations.

6.2.2 Increase intelligence/information sharing among PARTIES, including but not limited to:

- (a) Conducting bi-monthly meetings with a minimum of one representative from each PARTY.

(b) Increasing information sharing during operations.

6.2.3 Prior to Operations, PARTIES' Designated Coordinator, in paragraph 6.3.3, shall submit an Operations Plan to the Integrated Planning Team (IPT) at SDCOPSG2008@cbp.dhs.gov at least 72 hours prior to the operation.

6.2.3.1 The IPT is comprised of the SHERIFF and BP sworn personnel.

6.2.3.2 The role of the IPT is to provide support and guidance to the local, state, and federal law enforcement stakeholders within the grant.

6.2.4 Within 48 hours following the conclusion of each OPSG Operation:

6.2.4.1 Each PARTY will complete a Daily Activity Report (DAR) and submit completed DAR in Excel format to CBP San Diego Sector at SDCOPSG2008@cbp.dhs.gov and SHERIFF at stonegarden@sdsheriff.org.

6.2.4.2 The Operations Coordinator will email all backup source documents (e.g., arrest reports, citations, field interviews, etc.) to SDCOPSG2008@cbp.dhs.gov

6.2.5 PARTIES will send their weekly/bi-weekly/monthly OPSG schedule (whichever applies), as it becomes available, utilizing the appropriate format, to SDCOPSG2008@cbp.dhs.gov.

6.2.5.1 All schedules will be compiled by BP to be sent to the Law Enforcement Coordination Center (LECC).

6.3 Personnel Qualifications and Assignment

6.3.1 Qualifications

Each PARTY shall ensure that personnel assigned to perform Operations pursuant to this Agreement meet the minimum qualifications for their specific classification.

6.3.2 Management, Direction, and Supervision; Independent Contractors

The hiring, firing, management, direction, and supervision of each PARTY's personnel, the standards of performance, the discipline of each PARTY's personnel, and all other matters incident to the performance of such services, shall be performed by and be the responsibility of each PARTY in each PARTY's sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each PARTY shall be the appointing authority for all its personnel provided to OPSG by this Agreement. PARTIES shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to any other PARTY's personnel.

Each PARTY and its respective officers, agents, and employees are independent contractors and are not officers, agents, and employees of any other PARTY. Each PARTY's personnel are under the direct and exclusive supervision of that PARTY, and each PARTY assumes full responsibility for the performance of its own personnel in connection with this Agreement. No PARTY has the authority to bind any other PARTY.

6.3.3 Designated Coordinators

SHERIFF shall select and designate a Coordinator, at the rank of Sheriff's Lieutenant or higher, who shall manage and direct Operations. Each other PARTY shall select and designate a coordinator for their respective agency under this Agreement. The designated coordinators for each PARTY shall serve as their agency contact and shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

6.3.4 Staffing for Basic Services

PARTIES shall ensure that adequate numbers of their qualified respective personnel are provided to Operations at all times during the term of this Agreement to meet the Basic Services, Scope of Services, and Standards of Service commitments set forth herein.

6.3.5 Equipment and Supplies

COUNTY will provide SHERIFF OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform Operations. Similarly, all other PARTIES will provide their respective OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform Operations unless otherwise specified in Exhibit C- FY 2019 OPSG Operations Order.

6.3.5.1 PARTIES are responsible for the procurement of their own equipment to be used in Operations.

6.3.5.2 PARTIES will maintain an inventory list of all equipment purchased with OPSG funds and when practicable, the equipment shall be labeled with: "*Purchased with funds provided by the U. S. Department of Homeland Security*".

7. COST OF SERVICES/CONSIDERATION

7.1 General

7.1.1 As full consideration for the satisfactory performance and completion by PARTIES of Operations set forth in this Agreement, COUNTY shall reimburse PARTIES for personnel assigned to perform Operations on the basis of claims and

submittals as set forth hereunder. Such payments by COUNTY are dependent on the continued availability of funds from the DHS passed through the Cal OES.

7.1.2 PARTIES agree that awarded funds identified as allowable costs, as set forth in Exhibit F – FY 2019 Homeland Security Grant Program Notice of Funding Opportunity (HSGP NOFO), shall be expended only for approved Operations operating expenses, and equipment as detailed in Exhibit A – FY 2019 Budget Worksheet, and that unallowable costs are not reimbursable as set forth in Exhibit F – FY 2019 HSGP NOFO.

7.1.3 No reimbursement shall be made to a PARTY during any period of time within which that PARTY is in default on filing any informational or financial reports required by SHERIFF. SHERIFF shall make any necessary adjustments to PARTY claims to correct for overpayments, underpayments, or disallowances.

7.2 Project Costs/Rate of Compensation

SHERIFF shall reimburse PARTIES for overtime worked by personnel assigned to perform Operations and shall reimburse for costs approved in Exhibit C – FY 2019 OPSG Operations Order, based upon available funding and the actual costs incurred by PARTIES to provide Operations.

7.3 Method of Payment

PARTIES shall submit to SHERIFF, accurate and complete reimbursement forms, labor reports, timesheets, Daily Activity Reports, equipment and equipment maintenance invoices, purchase orders and/or contracts, that represent amounts to be reimbursed under this Agreement within sixty (60) days from the date when expenditure was incurred. All requests for reimbursement shall be sent to:

San Diego County Sheriff's Department
O-41 Grants Unit (OPSG)
P. O. Box 939062
San Diego, CA 92193-9062

7.3.1 Reimbursement forms and invoices must have the signature of PARTY's Authorized Agent, certifying that the invoice and substantiating documentation, e.g., labor reports, timesheets, etc., are true and correct.

7.3.2 PARTIES shall provide payroll records for each and every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task, regular hourly rate, overtime hourly rate, overtime hours worked, date(s) overtime worked, and fringe benefit rate and cost.

7.3.2.1 PARTIES shall make available to SHERIFF for inspection, upon request, all payroll records and any other records that relate to the Basic Services provided under this Agreement.

7.3.3 PARTIES shall provide complete procurement records to substantiate reimbursement requests for approved equipment and services, including but not limited to copies of certified vendor's invoice, vendor's debarment record, proofs of payment to vendor, purchase order and contract showing that Federal Grant Requirements (attached hereto as Exhibit E – Federal Grant Requirements) have been incorporated into, and/or PARTY's standard procurement policy and procedure along with documentations that substantiates full and open competition.

7.3.3.1 PARTIES shall make available to SHERIFF for inspection and upon request, all procurement records that provide historical and background information to answer inquiries pertaining to the acquisition of equipment and services that may arise during an audit or until the grant record retention period expires.

7.3.4 Noncompetitive procurements of equipment exceeding the \$250,000 simplified acquisition threshold established by Federal Acquisition Regulation (FAR) 48 CFR Subpart 2.1, in accordance with 41 U.S.C. 1908, will require prior written approval from Cal OES.

7.3.4.1 Prior to purchasing equipment determined to be noncompetitive, PARTIES shall provide SHERIFF by email a copy of their Purchasing Agent's approval for the noncompetitive procurement which SHERIFF will submit to Cal OES for approval.

7.3.5 PARTIES shall obtain a performance bond from vendors prior to procuring equipment items costing over \$250,000, or any vehicle, aircraft, or watercraft, to be paid at the time of purchase, in order to ensure delivery of the equipment within ninety (90) days of the performance period end date.

7.3.5.1 Performance bond shall be included for reimbursement with invoice.

7.3.6 Within ninety (90) business days upon receipt of valid invoice and supporting documentation specified in subparagraphs under 7.3, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

7.3.7 Each PARTY shall manage their allocation and track their claims to ensure they remain within their allocated amount as specified in Exhibit A – FY 2019 OPSG Budget Worksheet.

7.4 Reimbursement Disallowances

PARTIES not in compliance with procedures in paragraph 7.3 above risk having incurred expenditures disallowed for reimbursement by SHERIFF. PARTIES that fail to submit claims for reimbursement within sixty (60) days will be notified in writing by SHERIFF that the claim(s) is/are past due, and funds allocated to the PARTY for that time period may be redistributed among other PARTIES.

8. PROGRAM/FINANCIAL ADMINISTRATION

8.1 PARTIES shall use as the primary reference in all programmatic, financial, and grant administration matters and adhere to the policies and regulations in Exhibit D - Title 2 of the Code of Federal Regulations Part 200 (2 CFR Part 200), Exhibit F – FY 2019 HSGP NOFO, Exhibit G – FY 2019 HSGP CA Supplement to the NOFO, and Exhibit H – Federal Preparedness Grants Manual, in conjunction with updates issued by the Office of Management and Budget (OMB), Grants & Training (G&T) information bulletins, and Cal OES policy, regulations, and statutes.

8.1.1 Contract Provisions

PARTIES shall ensure that *all* contracts adhere to all applicable contract provisions stated in 2 CFR 200.317 – 200.326 and found in Appendix II - Contract Provisions for Non-Federal Entity Contracts under Federal Awards. Reimbursement claims associated with contracts that are found to be in noncompliance will be denied.

8.1.2 Methods of Procurement

PARTIES shall adhere to the procurement methods found in 2 CFR 200, Subpart D, Section 200.320.

9. REPAYMENT OF REIMBURSEMENTS

9.1 Any PARTY found through compliance assessments, audits, or monitoring site visits, to be out of compliance with paragraphs 7.3 and 8 above, shall retroactively repay SHERIFF, within ninety (90) days of notification, any reimbursement found out of compliance which was paid to PARTY during the term of, and even after the term, of this Agreement. This provision shall survive termination or expiration of this Agreement.

10. INDEMNIFICATION – WORKERS' COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES

10.1 The COUNTY shall fully indemnify and hold harmless non-County PARTIES and their respective officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs and/or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

10.2 Each non-County PARTY shall fully indemnify and hold harmless the COUNTY, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by non-County PARTY; or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by the non-County PARTY.

10.3 Each non-County PARTY shall fully indemnify and hold harmless the other non-County PARTIES, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by non-County PARTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by the non-County PARTY.

11. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE

11.1 Claims Arising From Sole Acts or Omissions of a PARTY

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers, and employees, from any claim, action, or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this Agreement. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.

11.2 Claims Arising From Concurrent Acts or Omissions

The PARTIES hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 11.4 below.

11.3 Joint Defense

Notwithstanding paragraph 11.2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 11.4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

11.4 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

12. GENERAL PROVISIONS

12.1 Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows, or, to such other place as each PARTY may designate by subsequent written notice to each other:

To COUNTY and SHERIFF:
Sheriff
San Diego County Sheriff's Department
P. O. Box 939062
San Diego, CA 92193-9062
To Non-County PARTIES:

Chief Probation Officer
Probation Department
9444 Balboa Avenue, Ste. 500
San Diego, CA 92123

Chief of Police
Carlsbad Police Department
2560 Orion Way
Carlsbad, CA 92010

Chief of Police
Chula Vista Police Department
315 Fourth Avenue
Chula Vista, CA 91910

Chief of Police
Coronado Police Department
700 Orange Avenue
Coronado, CA 92118

Chief of Police
Escondido Police Department
1163 North Centre City Parkway
Escondido, CA 92026

Chief of Police
La Mesa Police Department
8085 University Avenue
La Mesa, CA 91942

Chief of Police
National City Police Department
1200 National City Blvd.
National City, CA 91950

Chief of Police
Oceanside Police Department
3855 Mission Avenue
Oceanside, CA 92054

Chief of Harbor Police
San Diego Harbor Police Department
3380 N. Harbor Drive
San Diego, CA 92101

Chief of Police
University of California-San Diego
Police Department
9500 Gilman Drive, MC 0017
La Jolla, CA 92093

Chief of Police
Sycuan Tribal Police Department
4 Kwaaypaay Road
El Cajon, CA 92019

Sheriff
Orange County Sheriff's Department
550 N. Flower Street
Santa Ana, CA 92703

Sheriff
Ventura County Sheriff's Office
800 South Victoria Avenue
Ventura, CA 93009

Sheriff
Los Angeles County Sheriff's Department
Special Enforcement Bureau
1060 N. Eastern Avenue
Los Angeles, CA 90063

Sheriff
Monterey County Sheriff's Office
1414 Natividad Road
Salinas, CA 93906

Sheriff
San Luis Obispo County Sheriff's Office
1585 Kansas Avenue
San Luis Obispo, CA 93405

Sheriff
San Mateo County Sheriff's Office
400 County Center
Redwood City, CA 94063

Sheriff
Santa Barbara County Sheriff's Office
4434 Calle Real
Santa Barbara, CA 93110

Chief
California Highway Patrol
9330 Farnham Street
San Diego, CA 92123

Chief of Enforcement
California Department of Fish and Wildlife
1416 9th Street, Room 1326
Sacramento, CA 95814

Chief
California Department of Parks and
Recreation
1416 9th Street
Sacramento, CA 95814

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

12.2 Amendment; Assignment

This Agreement may be modified or amended only by a written document signed by the COUNTY through SHERIFF and the affected PARTY or PARTIES, and no oral understanding or agreement shall be binding on any PARTY or PARTIES. No PARTY shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other PARTIES.

12.3 Entire Agreement

This Agreement constitutes the complete and exclusive statement of agreement between the COUNTY and non-County PARTIES with respect to the subject matter hereto. As such, all prior written and oral understandings are superseded in total by this Agreement.

12.4 Construction

This Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to, and in accordance with, the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one PARTY.

12.5 Waiver

A waiver by COUNTY or non-County PARTIES of a breach of any of the covenants to be performed by COUNTY or non-County PARTIES shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of any PARTY to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by COUNTY or non-County PARTIES of either performance or payment shall not be considered a waiver of PARTY's preceding breach of this Agreement.

12.6 Authority to Enter Agreement

COUNTY and non-County PARTIES have all requisite power and authority to conduct their respective business and to execute, deliver, and perform the Agreement. Each PARTY warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective PARTY.

12.7 Cooperation

COUNTY through SHERIFF and Non-County PARTIES will cooperate in good faith to implement this Agreement.

12.8 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. COUNTY will provide each CITY with a copy of this Agreement once fully executed.

12.9 Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any Court or other legal authority, or is agreed upon by the PARTIES, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to any PARTY is lost, then the Agreement may be terminated at the option of the affected PARTY, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

12.10 Legislative Changes

If any changes are made to regulations pursuant to which this Agreement is made or to any successor legislation or regulations, or if the DHS imposes any budget requirements or limitations applicable to this Agreement and the services to be provided hereunder, then (1) to the extent any of the changes are of mandatory application, such change(s) shall apply to the PARTIES and this Agreement, and this Agreement shall be deemed to be amended to be consistent with such changes(s) except to the extent that such change(s) alter(s) a material provision of this Agreement in which case such material provision shall be voidable and the PARTIES will negotiate in good faith to amend the Agreement as necessary, and (2) to the extent any of the changes are not of mandatory application, such change(s) shall not affect this Agreement or the right or obligations of COUNTY and non-COUNTY under this Agreement unless the PARTIES mutually agree to subject themselves to such changes(s).

12.11 Representation

Each PARTIES' Chief, and/or Sheriff, or their respective designee, shall represent its PARTY in all discussions pertaining to this Agreement. SHERIFF, or his or her designee, shall represent COUNTY in all discussions pertaining to this Agreement.

12.12 Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, representatives described in paragraph 12.10, will meet and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

12.13 Termination of Funding

In the event that funding for reimbursement of costs related to Operations is terminated by the DHS, this Agreement in its entirety shall be considered null and void and COUNTY through SHERIFF and PARTIES shall no longer be required to provide Operations as described herein. In such event, PARTIES shall meet immediately, and if agreed upon by the PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of Operations through alternate means.

12.14 Obligation

This Agreement shall be binding upon the successors of the PARTIES.

12.15 California Law

This Agreement is executed and delivered within the State of California and the rights and obligations of the PARTIES hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this Agreement, such Agreement being effective September 1, 2019, unless otherwise specified.

**COUNTY OF SAN DIEGO
SHERIFF'S DEPARTMENT**



William D. Gore
Sheriff

Approved as to form and legality:
**THOMAS MONTGOMERY
OFFICE OF COUNTY COUNSEL
COUNTY OF SAN DIEGO**

Mark Day
Senior Deputy

**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

Adolfo Gonzales
Chief

**CHULA VISTA POLICE
DEPARTMENT**

Roxana Kennedy
Chief

**ESCONDIDO POLICE
DEPARTMENT**

Ed Varso
Chief

**CARLSBAD POLICE
DEPARTMENT**

Neil Gallucci
Chief

**CORONADO POLICE
DEPARTMENT**

Charles Kaye
Chief

**LA MESA POLICE
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Walt Vasquez
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William D. Gore
Sheriff

Approved as to form and legality:
THOMAS MONTGOMERY
OFFICE OF COUNTY COUNSEL
COUNTY OF SAN DIEGO

Mark Day 11/13/2020

Mark Day
Senior Deputy

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Chief

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Chief

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Acting Chief

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Sheriff

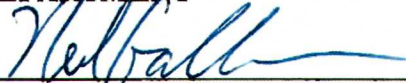
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COUNTY OF SAN DIEGO**

Mark Day
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**NATIONAL CITY
POLICE DEPARTMENT**



Jose Tellez
Chief

**UNIVERSITY OF CALIFORNIA -
SAN DIEGO POLICE DEPARTMENT**

David S. Rose
Chief

**SYCUAN TRIBAL POLICE
DEPARTMENT**

William Denke
Chief

**ORANGE COUNTY
SHERIFF'S DEPARTMENT**

Don Barnes
Sheriff-Coroner

**LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT**

Alex Villanueva
Sheriff

**SAN MATEO COUNTY
SHERIFF'S OFFICE**

Carlos G. Bolanos
Sheriff

**OCEANSIDE POLICE
DEPARTMENT**

Frank McCoy
Chief

**SAN DIEGO HARBOR POLICE
DEPARTMENT**

Mark Stainbrook
Vice President of Public Safety/Chief

**VENTURA COUNTY
SHERIFF'S OFFICE**

William Ayub
Sheriff

Approved as to form and legality:
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OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

Nicole A. Sims
Supervising Deputy

Approved as to form:
MARY WICKHAM
OFFICE OF THE COUNTY COUNSEL
COUNTY OF LOS ANGELES

Michele Jackson
Principal Deputy County Counsel

**SAN LUIS OBISPO COUNTY
SHERIFF'S OFFICE**

Ian Parkinson
Sheriff

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Chief

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DEPARTMENT**

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Mark Stainbrook
Vice President of Public Safety/Chief

**VENTURA COUNTY
SHERIFF'S OFFICE**

William Ayub
Sheriff

Approved as to form and legality:
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OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE

Nicole A. Sims
Supervising Deputy

Approved as to form:
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OFFICE OF THE COUNTY COUNSEL
COUNTY OF LOS ANGELES

Michele Jackson
Principal Deputy County Counsel

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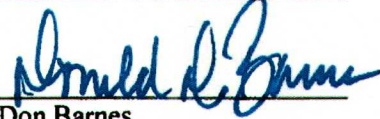
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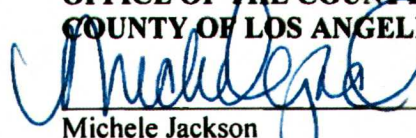
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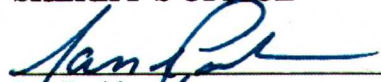
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Omar Watson
Chief, Border Division

**CALIFORNIA DEPARTMENT
OF FISH AND WILDLIFE**

Melinda Peacock
Section Chief
Contracts and Procurement Section
Business Management Branch

**CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION**

Gina Moran
District Superintendent

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**FY 2019 OPERATION STONEGARDEN
ANNUAL BUDGET WORKSHEET
SUMMARY**

AGENCY NAME	Budget Narrative Category									TOTAL
	A	B	C	D	E	F	G	H	I	
	Operational OT	Fringe Benefits	Vehicle/Vessel Maint	Equip Maint	New/Replace Equip	Fuel Costs	Mileage	Flight Costs	M&A	
San Diego County Sheriff's Department	3,546,683	245,380	-	86,888	1,263,501	-	160,311	-	327,287	5,630,050
San Diego County Probation	28,347	1,653	-	-	-	-	-	-	-	30,000
Carlsbad Police Department	55,467	1,082	-	-	-	-	3,451	-	-	60,000
Chula Vista Police Department	150,813	2,187	-	-	47,800	-	-	-	-	200,800
Coronado Police Department	9,800	-	-	-	-	-	200	-	-	10,000
Escondido Police Department	12,610	1,290	-	-	-	-	-	-	-	13,900
La Mesa Police Department	217,630	12,840	-	12,000	52,300	-	6,530	-	-	301,300
National City Police Department	53,654	5,269	-	-	-	-	1,077	-	-	60,000
Oceanside Police Department	158,996	2,305	10,546	-	-	23,653	-	-	-	195,500
San Diego Harbor Police	162,947	21,183	17,000	-	-	134,784	1,686	-	-	337,600
San Diego Police Department	-	-	-	-	-	-	-	-	-	-
Sycuan Tribal Police Department	21,806	1,494	-	-	28,200	-	-	-	-	51,500
University of California San Diego Police Department	9,800	254	-	-	-	-	946	-	-	11,000
LA County Sheriff's Department	450,000	-	-	-	-	-	-	-	-	450,000
Orange County Sheriff's Department	130,226	13,166	88,755	-	-	18,700	1,253	-	-	252,100
San Luis Obispo County Sheriff's Office	125,976	20,811	7,338	-	56,100	3,119	13,456	4,500	-	231,300
Santa Barbara County Sheriff's Office	48,585	-	-	-	-	-	5,510	3,905	-	58,000
Ventura County Sheriff's Office	289,100	-	-	-	129,900	-	-	-	-	419,000
Monterey County Sheriff's Office	77,269	1,120	-	1,260	47,750	-	5,351	-	-	132,750
San Mateo County Sheriff's Office	73,233	8,583	-	-	27,000	-	2,784	-	-	111,600
CA Highway Patrol	341,828	4,957	-	-	-	-	53,215	-	-	400,000
CA Department of Fish and Wildlife	42,977	623	-	-	-	-	-	-	-	43,600
CA Department of Parks and Recreation	166,039	2,408	16,200	-	-	5,607	9,746	-	-	200,000
Grand Total San Diego County Region	\$ 6,173,786	\$ 346,605	\$ 139,839	\$ 100,148	\$ 1,652,551	\$ 185,863	\$ 265,516	\$ 8,405	\$ 327,287	\$ 9,200,000

Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)
FY 2019 Standard Assurances
(All OPSG Participating Agencies)

Name of Agency: _____

Address: _____

City: _____ State: _____ Zip Code: _____

As the duly authorized representative of the Agency ("Agency") named above, I hereby certify that the Agency has the legal authority to apply for federal assistance and has the institutional, managerial and financial capability (including sufficient funds to pay any non-federal share of project cost or to retroactively repay any reimbursement found out of compliance which was paid to Agency, for as long as the grant is active) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Agency is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) HSGP California State Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

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 (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Agency hereby agrees to comply with the following:

1. Proof of Authority

The Agency will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Agency and the city council, governing board or authorized body agree:

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required;
- (b) That any liability arising out of the performance of this agreement shall be the responsibility of the Agency and the city council, governing board or authorized body;
- (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body; and
- (d) That the official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Agency will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Agency certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Agencies shall certify and disclose accordingly.

The Agency will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Agency agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders (EO) 12549 and 12689, and 2 C.F.R §200.213 and codified in 2 C.F.R Part 180, Debarment and Suspension, the Agency will provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The Agency certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

Where the Agency is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Agency will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. § 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd --- 2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units --- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) --- be designed and constructed with certain accessible features (See 24 C.F.R § 100.201;
- (h) Executive Order (E.O.) 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) Executive Order (E.O.) 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Agency will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Agency certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Agency will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401), which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Orders (EO) 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order (EO) 11988
- (g) Executive Order (EO) 11514 which sets forth national environmental standards;
- (h) Executive Order (EO) 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order (EO) 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Agency shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For grant recipients expending \$750,000 or more in federal grant funds annually, the Agency will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R § 200.336, the Agency will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Agency will require any subrecipients,

contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Agency will comply with 31 U.S.C § 3729-3733 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Agency agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Agency also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Agency will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Agency will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Agency must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Agency will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires Agencies in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order (EO) 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 C.F.R. Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally Funded Construction Projects

For all construction projects, the Agency will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Agencies are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Agency acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity’s grant management activities that are under federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Agency should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

21. Reporting Accusations and Findings of Discrimination

If during the past three years, the Agency has been accused of discrimination on any basis, the Agency must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Cal OES for reporting to the DHS Financial Assistance Office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including Limited English Proficiency), sex, age, disability, religion or familial status against the Agency, or the

Agency settles a case or matter alleging such discrimination, the Agency must forward a copy of the complaint and findings to Cal OES for forwarding to the DHS Financial Assistance Office and the CRCL by email or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgement of Federal Funding from DHS

All Agencies must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All Agencies must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All Agencies who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. Agencies may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All Agencies must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude Agencies from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All Agencies must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All Agencies are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All agencies must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Agencies must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

All Agencies who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, Agencies are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All Agencies are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All Agencies who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All Agencies must comply with Executive Order (EO) 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Agencies are legally responsible to ensure compliance with the EO and laws.

35. Reporting of Matters Related to Subrecipient Integrity and Performance

If the total value of the Agency's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All Agencies must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

37. Use of DHS Seal, Logo, and Flags

All Agencies must obtain permission from DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Agency recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Agency, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Agency and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Agency may be ineligible for award of any future grants if Cal OES determines that any of the following has occurred: (1) the Agency has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All Agencies are bound by the [Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions), hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the above-named Agency.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Email Address: _____

Name of Agency: _____

EXHIBIT E

Federal Grant Requirements

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Contractor shall agree as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) that Contractor shall comply with as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(D) Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of "funding agreement" under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(E) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—If this Agreement exceeds \$100,000, Contractor must file with the County, the certification required by 31 U.S.C. 1352. Each tier certifies to the tier above that Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(G) Contractor shall comply with 2 C.F.R. §200.322, Procurement of recovered materials.

(H) Contractor shall comply with applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations, https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200_1521.ii, as incorporated in Exhibit E.

(l) Federal grant recipients, subrecipients, contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.

**AGREEMENT FOR THE
FISCAL YEAR 2019 OPERATION STONEGARDEN (OPSG) GRANT**

AMENDMENT NO. 1

RECITALS

1. **Original Agreement** – On or about February 1, 2021, the PARTIES to the Agreement listed in Amendment Recital 2 below, entered into the AGREEMENT FOR THE FISCAL YEAR 2019 OPERATION STONEGARDEN (OPSG) Grant (“Agreement”) effective retroactively to September 1, 2019 and with a termination date of May 31, 2022, subject to various provisions of the Agreement.
2. **Parties To The Agreement** – The Agreement is among the COUNTY OF SAN DIEGO (“COUNTY”), the CITY OF CARLSBAD, the CITY OF CHULA VISTA, the CITY OF CORONADO, the CITY OF ESCONDIDO, the CITY OF LA MESA, the CITY OF NATIONAL CITY, the CITY OF OCEANSIDE (“CITIES”), the SAN DIEGO UNIFIED PORT DISTRICT (“SDUPD”), the SYCUAN TRIBAL POLICE DEPARTMENT (“STPD”), the UNIVERSITY OF CALIFORNIA SAN DIEGO (“UCSD”), the COUNTY OF LOS ANGELES (“LAC”), the COUNTY OF MONTEREY (“MC”), the COUNTY OF ORANGE (“OC”), the COUNTY OF SAN LUIS OBISPO (“SLOC”), the COUNTY OF SAN MATEO (“SMC”), the COUNTY OF SANTA BARBARA (“SBC”), the COUNTY OF VENTURA (“VC”), the CALIFORNIA HIGHWAY PATROL (“CHP”), the DEPARTMENT OF FISH AND WILDLIFE (“DFW”), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (“DPR”), collectively the “PARTIES”, for program support of the Operation Stonegarden Grant (“OPSG”).
3. **Party Departments Or Agencies Participating In The Agreement** – For the COUNTY, the sole participating agency is the Sheriff’s Department (“SHERIFF”). For the CITIES, SDUPD, STPD and UCSD, participating agencies are their respective police department. For LAC, MC, OC, SLOC, SMC, SBC, and VC, participating agencies are their respective Sheriff’s Department. CHP, DFW and DPR do not have subordinate agencies or department participants.
4. **Authority To Amend The Agreement** – COUNTY, by action of the Board of Supervisors Minute Order No. 1 dated January 14, 2020, approved and authorized the SHERIFF to reallocate Fiscal Year (FY) 2019 OPSG grant funding between OPSG agencies, including any annual extensions, amendments, and/or revisions thereof that do not materially impact or alter the services or funding level. The persons signing this Amendment No. 1 on behalf of the PARTIES, represent that they have the authority to do so.
5. **Additional Parties to Agreement** - The PARTIES TO THE AGREEMENT listed in Section 1 of the original AGREEMENT is being amended to include the CITY OF EL CAJON (“CITIES”) and the COUNTY OF RIVERSIDE (“RC”).

6. **Addition to Funding Allocation** - FY 2019 OPSG grant funding in the amounts of \$30,000 and \$60,000 will be reallocated from SHERIFF to the CITY OF EL CAJON and the COUNTY OF RIVERSIDE respectively, as reflected in the REVISED Exhibit A v.1 – Budget Worksheet attached hereto. Both parties have agreed to provide basic services as described in section 4. SCOPE OF SERVICES in the original AGREEMENT.
7. **Increase in Funding Reallocation** – The FY 2019 OPSG grant allocation for SDUPD and SBC will be increased by the amounts below and as reflected in the REVISED Exhibit A v.1 – Budget Worksheet attached hereto.
 - a) The SDUPD's \$337,600 grant allocation will be increased by \$350,000 from Sheriff's Department New Equipment to SDUPD's New Equipment to purchase a fully installed surveillance camera system. SDUPD's new budget total: \$687,600;
 - b) The SBC's \$58,000 grant allocation will be increased by \$50,000 from Sheriff's Department Operational Overtime to SBC's Operational Overtime, Mileage, and Flight Costs. SBC's new budget total: \$108,000.
8. **Budget Reallocation and Approval of New Equipment** – The FY 2019 OPSG grant funding for DPR is amended to include the approval of new equipment in the amount of \$62,000, as reflected in the REVISED Exhibit A v.1 – Budget Worksheet attached hereto.
 - a) The DPR's FY 2019 OPSG grant budget is reallocating \$62,000; \$61,101 from Operational Overtime and \$899 from Fringe Benefits to create a new budget category line item for a marked, patrol truck purchase.

THEREFORE, the PARTIES agree to the following:

AMENDMENTS TO THE AGREEMENT

1. **The PARTIES TO THE AGREEMENT listed in section 1 of the original AGREEMENT are amended to include the CITY OF EL CAJON ("CITIES") and the COUNTY OF RIVERSIDE ("RC") for program support of the Operation Stonegarden ("OPSG") program.**
2. **Section 1.1.3 of the original AGREEMENT is amended to read as follows: "For RC, LAC, MC, OC, SLOC, SMC, SBC, and VC, participating agencies are their respective Sheriff's department."**
3. **DPR's budget will reallocate \$62,000 from Operational Overtime and Fringe Benefits to New Equipment to purchase a marked, patrol vehicle as specified in paragraph 8.**
4. **The original Exhibit A - Budget Worksheet, is replaced with a REVISED Exhibit A v.1, attached hereto, which reflects the adjusted budget allocation for the SHERIFF, the CITIES, SDUPD, RC, SBC, and DPR.**

5. **Except as otherwise provided by this AMENDMENT NO. 1, the Agreement and each and every other term and condition therein shall remain in full force and effect. Terms and conditions of the AGREEMENT not specified herein remain unmodified.**

This AMENDMENT NO. 1 may be signed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this AMENDMENT NO. 1 to the original AGREEMENT, such AMENDMENT NO. 1 effective May 10, 2021.

**COUNTY OF SAN DIEGO
SHERIFF'S DEPARTMENT**

William D. Gore
Sheriff

**EL CAJON POLICE
DEPARTMENT**

Mike Moulton
Chief

**SANTA BARBARA COUNTY
SHERIFF'S OFFICE**

Bill Brown
Sheriff-Coroner

**CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION**

Gina Moran
District Superintendent

Approved as to form and legality:

**OFFICE OF COUNTY COUNSEL
COUNTY OF SAN DIEGO**

Mark Day
Senior Deputy

**SAN DIEGO HARBOR POLICE
DEPARTMENT**

Mark Stainbrook
Vice President of Public Safety/Chief

**COUNTY OF RIVERSIDE
SHERIFF'S DEPARTMENT**



Chad Bianco
Sheriff-Coroner

FORM APPROVED BY COUNTY COUNSEL
BY: LISA SANCHEZ
DATE: 11/10/2021

**FY 2020 OPERATION STONEGARDEN
ANNUAL BUDGET WORKSHEET
SUMMARY**

AGENCY NAME	Budget Narrative Category									
	A	B	C	D	E	F	G	H	I	M&A
	Operational OT	Fringe Benefits	Vehicle/Vessel Maint	Equip Maint	New/Replace Equip	Fuel Costs	Mileage	Flight Costs		
San Diego County Sheriff's Department	3,088,493	205,063	-	86,888	501,100	-	157,536	-	454,300	4,493,380
San Diego County Probation	-	-	-	-	-	-	-	-	-	-
Carlsbad Police Department	-	-	-	-	-	-	-	-	-	-
Chula Vista Police Department	86,742	1,258	-	-	-	-	-	-	-	88,000
Coronado Police Department	24,129	-	-	-	-	-	-	-	-	25,000
El Cajon Police Department	47,095	1,973	-	-	-	-	-	-	-	50,000
Escondido Police Department	10,000	-	-	-	-	-	-	-	-	10,000
La Mesa Police Department	179,380	10,583	-	-	118,000	-	8,037	-	-	316,000
National City Police Department	46,957	5,250	-	-	-	-	1,793	-	-	54,000
Oceanside Police Department	124,723	1,808	14,344	-	75,220	19,125	-	-	-	235,220
San Diego Harbor Police	80,753	12,799	17,000	-	165,000	74,880	1,768	-	-	352,200
San Diego Police Department	-	-	-	-	-	-	-	-	-	-
Sycuan Tribal Police Department	23,688	1,623	-	-	-	-	3,689	-	-	29,000
University of California San Diego Police Department	9,275	240	-	-	183,300	-	485	-	-	193,300
Riverside County Sheriff's Department	141,294	9,495	-	-	14,000	-	5,211	-	-	170,000
Oxnard Police Department	55,623	3,832	-	-	85,000	-	1,545	-	-	146,000
Huntington Beach Police Department	147,470	2,138	-	-	42,900	-	392	-	-	192,900
LA County Sheriff's Department	150,000	-	-	-	-	-	-	-	-	150,000
Orange County Sheriff's Department	230,731	22,750	8,498	-	-	17,640	3,381	-	-	283,000
San Luis Obispo County Sheriff's Office	136,641	22,573	7,338	1,440	39,000	5,083	10,925	6,000	-	229,000
Santa Barbara County Sheriff's Office	81,478	-	9,920	-	496,000	3,825	4,091	4,686	-	600,000
Ventura County Sheriff's Office	298,667	-	-	-	500,000	-	1,333	-	-	800,000
Monterey County Sheriff's Office	94,409	1,369	-	2,520	-	-	4,702	-	-	103,000
Santa Cruz County Sheriff's Office	-	-	-	-	-	-	-	-	-	-
San Mateo County Sheriff's Office	76,083	8,917	-	-	-	-	-	-	-	85,000
CA Highway Patrol	336,953	4,886	-	-	-	-	58,161	-	-	400,000
CA Department of Fish and Wildlife	49,285	715	-	-	-	-	-	-	-	50,000
CA Department of Parks and Recreation	125,309	1,817	14,436	-	-	3,263	5,175	-	-	150,000

Grand Total San Diego County Region \$ 5,645,178 \$ 319,089 \$ 71,536 \$ 90,848 \$ 2,219,520 \$ 123,816 \$ 270,027 \$ 10,686 \$ 454,300 \$ 9,205,000

**FY 2019 OPERATION STONEGARDEN
ANNUAL BUDGET WORKSHEET
SUMMARY**

AGENCY NAME	Grand Total San Diego County Region									
	A	B	C	D	E	F	G	H	I	M&A
	Operational OT	Fringe Benefits	Vehicle/Vessel Maint	Equip Maint	New/Replace Equip	Fuel Costs	Mileage	Flight Costs		
San Diego County Sheriff's Department	3,538,112	243,951	-	86,888	983,501	-	60,311	-	257,287	5,170,050
San Diego County Probation	-	-	-	-	-	-	-	-	-	-
Carlsbad Police Department	55,467	1,082	-	-	-	-	3,451	-	-	60,000
Chula Vista Police Department	150,813	2,187	-	-	47,800	-	-	-	-	200,800
Coronado Police Department	9,800	-	-	-	-	-	200	-	-	10,000
El Cajon Police Department	28,340	1,178	-	-	-	-	482	-	-	30,000
Escondido Police Department	12,610	1,290	-	-	-	-	-	-	-	13,900
La Mesa Police Department	217,630	12,840	-	12,000	52,300	-	6,530	-	-	301,300
National City Police Department	53,654	5,269	-	-	-	-	1,077	-	-	60,000
Oceanside Police Department	158,996	2,305	10,546	-	-	-	23,653	-	-	195,500
San Diego Harbor Police	162,947	21,183	17,000	-	350,000	134,784	1,686	-	-	687,600
San Diego Police Department	-	-	-	-	-	-	-	-	-	-
Sycuan Tribal Police Department	21,806	1,494	-	-	28,200	-	-	-	-	51,500
University of California San Diego Police Department	9,800	254	-	-	-	-	946	-	-	11,000
Riverside County Sheriff's Department	56,217	3,783	-	-	-	-	-	-	-	60,000
LA County Sheriff's Department	450,000	-	-	-	-	-	-	-	-	450,000
Orange County Sheriff's Department	130,226	13,166	88,755	-	18,700	1,253	-	-	-	252,100
San Luis Obispo County Sheriff's Office	125,976	20,811	7,338	-	56,100	3,119	13,456	4,500	-	231,300
Santa Barbara County Sheriff's Office	93,585	-	-	-	-	-	6,510	7,905	-	108,000
Ventura County Sheriff's Office	289,100	-	-	-	129,900	-	-	-	-	419,000
Monterey County Sheriff's Office	77,269	1,120	1,260	-	47,750	5,351	-	-	-	132,750
Santa Cruz County Sheriff's Office	-	-	-	-	-	-	-	-	-	-
Santa Mateo County Sheriff's Office	73,233	8,583	-	-	27,000	-	2,784	-	-	111,600
CA Highway Patrol	341,828	4,957	-	-	-	-	53,215	-	-	400,000
CA Department of Fish and Wildlife	42,977	623	-	-	-	-	-	-	-	43,600
CA Department of Parks and Recreation	104,938	1,509	16,200	-	62,000	5,607	9,746	-	-	200,000
Grand Total San Diego County Region	\$ 6,205,324	\$ 347,585	\$ 139,839	\$ 100,148	\$ 1,784,551	\$ 185,863	\$ 124,05	\$ 166,998	\$ 257,287	\$ 9,200,000

Budget Narrative Category

TOTAL

EXHIBIT E

Federal Grant Requirements

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Contractor shall agree as follows:

(1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractor will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(6) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) that Contractor shall comply with as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance

with the statute, Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(D) Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of "funding agreement" under 37 CFR §401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(E) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— If this Agreement is in excess of \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—If this Agreement exceeds \$100,000, Contractor must file with the County, the certification required by 31 U.S.C. 1352. Each tier certifies to the tier above that Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

(G) Contractor shall comply with 2 C.F.R. §200.322, Procurement of recovered materials.

(H) Contracts for more than the federal Simplified Acquisition Threshold (SAT), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(I) All contracts in excess of the federal Micro-Purchase Threshold (MPT) must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

(J) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(K) Federal grant recipients, subrecipients, contractors and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.

(L) Contractor shall comply with applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations, https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200_1521.ii.

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

EXHIBIT B

Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)
FY 2019 Standard Assurances
(All OPSG Participating Agencies)

Name of Agency: _____

Address: _____

City: _____ State: _____ Zip Code: _____

As the duly authorized representative of the Agency ("Agency") named above, I hereby certify that the Agency has the legal authority to apply for federal assistance and has the institutional, managerial and financial capability (including sufficient funds to pay any non-federal share of project cost or to retroactively repay any reimbursement found out of compliance which was paid to Agency, for as long as the grant is active) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Agency is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) HSGP California State Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

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

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Agency hereby agrees to comply with the following:

1. Proof of Authority

The Agency will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Agency and the city council, governing board or authorized body agree:

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required;
- (b) That any liability arising out of the performance of this agreement shall be the responsibility of the Agency and the city council, governing board or authorized body;
- (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body; and
- (d) That the official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

DEC 07 2021 3.46

2. Period of Performance

The Agency will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Agency certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Agencies shall certify and disclose accordingly.

The Agency will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Agency agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders (EO) 12549 and 12689, and 2 C.F.R §200.213 and codified in 2 C.F.R Part 180, Debarment and Suspension, the Agency will provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The Agency certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

Where the Agency is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Agency will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. § 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd --- 2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units --- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) --- be designed and constructed with certain accessible features (See 24 C.F.R § 100.201;
- (h) Executive Order (E.O.) 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) Executive Order (E.O.) 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Agency will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Agency certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Agency will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401), which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Orders (EO) 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order (EO) 11988
- (g) Executive Order (EO) 11514 which sets forth national environmental standards;
- (h) Executive Order (EO) 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order (EO) 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Agency shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For grant recipients expending \$750,000 or more in federal grant funds annually, the Agency will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Agency will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Agency will require any subrecipients,

contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Agency will comply with 31 U.S.C § 3729-3733 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Agency agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Agency also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Agency will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Agency will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Agency must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Agency will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires Agencies in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order (EO) 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 C.F.R. Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally Funded Construction Projects

For all construction projects, the Agency will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Agencies are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Agency acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Agency should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years, the Agency has been accused of discrimination on any basis, the Agency must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Cal OES for reporting to the DHS Financial Assistance Office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including Limited English Proficiency), sex, age, disability, religion or familial status against the Agency, or the

Agency settles a case or matter alleging such discrimination, the Agency must forward a copy of the complaint and findings to Cal OES for forwarding to the DHS Financial Assistance Office and the CRCL by email or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgement of Federal Funding from DHS

All Agencies must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All Agencies must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All Agencies who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. Agencies may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All Agencies must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude Agencies from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All Agencies must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All Agencies are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All agencies must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Agencies must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

All Agencies who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, Agencies are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All Agencies are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All Agencies who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All Agencies must comply with Executive Order (EO) 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Agencies are legally responsible to ensure compliance with the EO and laws.

35. Reporting of Matters Related to Subrecipient Integrity and Performance

If the total value of the Agency's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All Agencies must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

37. Use of DHS Seal, Logo, and Flags

All Agencies must obtain permission from DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Agency recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Agency, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Agency and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Agency may be ineligible for award of any future grants if Cal OES determines that any of the following has occurred: (1) the Agency has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All Agencies are bound by the Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the above-named Agency.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Email Address: _____

Name of Agency: _____

FORM APPROVED COUNTY COUNSEL
BY: Lisa Sanchez
LISASANCHEZ 11/19/22
DATE

**AGREEMENT FOR
FISCAL YEAR 2020
OPERATION STONEGARDEN (OPSG)**

1. PARTIES TO THE AGREEMENT

This Agreement is between the COUNTY OF SAN DIEGO ("COUNTY"), the CITY OF CHULA VISTA, CITY OF CORONADO, CITY OF EL CAJON, CITY OF ESCONDIDO, CITY OF LA MESA, CITY OF NATIONAL CITY, CITY OF OCEANSIDE, CITY OF OXNARD, CITY OF HUNTINGTON BEACH (collectively the "CITIES"), SAN DIEGO UNIFIED PORT DISTRICT ("SDUPD"), SYCUAN BAND OF THE KUMEYAAAY NATION ("SBKN"), UNIVERSITY OF CALIFORNIA SAN DIEGO ("UCSD"), COUNTY OF RIVERSIDE ("RC"), COUNTY OF LOS ANGELES ("LAC"), COUNTY OF ORANGE ("OC"), COUNTY OF SAN LUIS OBISPO ("SLOC"), COUNTY OF SANTA BARBARA ("SBC"), COUNTY OF VENTURA ("VC"), COUNTY OF MONTEREY ("MC"), COUNTY OF SAN MATEO ("SMC"), CALIFORNIA HIGHWAY PATROL ("CHP"), DEPARTMENT OF FISH AND WILDLIFE ("DFW"), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR"), collectively the "PARTIES", for support of the Operation Stonegarden ("OPSG") program.

1.1 Party Departments or Agencies Participating In The Agreement

- 1.1.1 For the COUNTY, participating agency is the Sheriff's Department ("SHERIFF").
- 1.1.2 For the CITIES, SDUPD, SBKN, and UCSD, participating agencies are their respective police department.
- 1.1.3 For RC, LAC, OC, SLOC, SBC, VC, MC, and SMC participating agencies are their respective Sheriff's department.
- 1.1.4 CHP, DFW, and DPR do not have subordinate agencies or department participants.

2. RECITALS

2.1 WHEREAS, COUNTY through SHERIFF applied for, and was awarded grant funds from the U. S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (Cal OES), under the Fiscal Year (FY) 2020 Operation Stonegarden (OPSG) grant program. As the sole applicant for the San Diego Border Patrol Sector, SHERIFF shall be the lead agency to manage the OPSG program.

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

2.2 WHEREAS, funds shall be used to support the OPSG program to enhance law enforcement preparedness and operational readiness along the land and water borders of the United States.

2.3 WHEREAS, Government Code §55632 authorizes COUNTY and PARTIES to contract for provision of joint law enforcement services.

2.4 WHEREAS, PARTIES desire to enter into an agreement with provisions concerning the nature and extent of OPSG collaboration, services rendered, and compensation.

2.5 WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 3 on January 26, 2021, approved and authorized the SHERIFF to execute expenditure contracts to use FY 2020 OPSG funds to reimburse PARTIES for program related management and administration; overtime; equipment and vehicle purchases; fuel; mileage; flight; and vehicle and equipment maintenance costs incurred not to exceed the amounts described in Exhibit A – FY 2020 OPSG Budget Worksheet in paragraph 2.8 below, during the project period September 1, 2020 through May 31, 2023.

2.6 WHEREAS, PARTIES shall retain documentation supporting all expenditures reimbursed from OPSG grant funds, ensure all expenditures are allowable under grant requirements, adhere to the federal procurement standards found in Title 2 of the Code of Federal Regulations, Part 200, Subpart D, Section §200.317-200.327, and comply with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F - Audit Requirements regarding organization-wide financial and compliance audit reports if \$750,000 or more of OPSG federal funds are expended in a fiscal year.

2.6.1 Documentation shall be retained in accordance with the FEMA Preparedness Grants Manual and other OPSG grant requirements and shall be available for audit and inspection.

2.7 WHEREAS, PARTIES agree that this Agreement does not provide Federal authority to PARTIES to enforce immigration laws (Title 8 USC).

2.8 WHEREAS, PARTIES acknowledge the following information for the OPSG grant program:

- (a) Federal Grantor Agency: U. S. Department of Homeland Security (DHS)
- (b) Administrative Authority: Federal Emergency Management Agency (FEMA)
- (c) Operational Oversight: U. S. Customs and Border Protection (CBP)
- (d) State Administrative Agency (SAA) or Pass-Through Agency: California Governor's Office of Emergency Services (Cal OES)
- (e) Program Title: Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG)
- (f) Grant Identification Number: 2020-0095
- (g) Federal CFDA Number: 97.067

2.9 WHEREAS, PARTIES agree and shall utilize and adhere to the following Exhibits attached hereto and/or available using the referenced link:

- (a) Exhibit A – FY 2020 OPSG Budget Worksheet
- (b) Exhibit B – FY 2020 OPSG Standard Assurances
- (c) Exhibit C – FY 2020 OPSG Operations Order
- (d) Exhibit D – Title 2 of the Code of Federal Regulations Part 200,
- (e) Exhibit E – Federal Grant Requirements
- (f) Exhibit F - FY 2020 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)
- (g) Exhibit G - FY 2020 Homeland Security Grant Program (HSGP) California Supplement to the Federal NOFO
- (h) Exhibit H – Federal Preparedness Grants Manual

However, nothing in the above-mentioned Exhibits shall limit the requirements of this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARTIES jointly intend that COUNTY will reimburse, and PARTIES will provide, a level of OPSG services as set forth in this Agreement.

3. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the OPSG grant program proposal awarded by the DHS and passed through to the Cal OES, under the FY 2020 Operation Stonegarden grant program.

4. SCOPE OF SERVICES

4.1 Method of Service Delivery

SHERIFF will manage the OPSG grant program, oversee the funding allocation of the PARTIES, and be administratively responsible for coordination of PARTIES' obligations under this Agreement. The SHERIFF's OPSG grant program team will be staffed as described in paragraph 6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES.

4.2 Overview of Basic Services

PARTIES will perform OPSG Operations ("Operations") by increasing law enforcement presence in each PARTY's designated jurisdiction and in coordination with other OPSG partner agencies in order to support the U. S. Customs and Border Protection (CBP) efforts in the region to improve border security. PARTIES will enforce local and state laws within their designated jurisdiction subject to SB 54, and will not enforce or aid in the

enforcement of immigration laws on behalf of U. S. Customs and Border Protection (CBP) and U. S. Border Patrol (BP). This Agreement does not provide Federal authority to PARTIES to enforce immigration laws (Title 8 USC).

5. TERM OF AGREEMENT

5.1 Initial Term

The term of this Agreement shall be retroactive to 12:01 a.m. on March 25, 2021 and shall continue in effect through and terminate at midnight on May 31, 2023; subject to the termination provision in paragraph 5.3.

5.2 Option to Extend

Renewal or extension of the Agreement beyond May 31, 2023 shall be subject to remaining grant funds and to a time extension approved by Cal OES. Any PARTY that does not agree to renew shall terminate its participation at the end of the term of this Agreement.

5.3 Termination

Subject to the applicable provisions of state law, each PARTY may terminate its participation in this Agreement upon ninety (90) days minimum written notice to the other PARTIES.

5.3.1 A PARTY may terminate its participation in this Agreement immediately upon written notice to the other PARTIES in the event it becomes ineligible to receive grant funds under this Agreement.

5.3.2 As the lead agency, SHERIFF, with approval from either FEMA, CBP, and/or Cal OES as needed, may require the termination of a PARTY's participation if it is determined that the PARTY has violated the provisions of this Agreement, including failure to provide the Anticipated Outcome set forth in section 6.2.

6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

6.1 Debarment and Suspension

PARTIES shall ensure and certify that they are not presently debarred and suspended from receiving Federal grant funds as required by Executive Orders 12549 and 12689, and 2 CFR 200.213 and codified in 2 CFR Part 180, Debarment and Suspension. PARTIES found to be noncompliant are not eligible for cost reimbursement.

6.2 Anticipated Outcome

The anticipated outcome of Operations to be performed by PARTIES under this Agreement is increased law enforcement presence in each PARTY's designated

jurisdiction in order to support the U. S. DHS, U. S. CBP efforts in the region to improve border security and reduce border related crime. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by the PARTIES and in Exhibit C – FY 2020 OPSG Operations Order.

6.2.1 PARTIES will provide enhanced enforcement by increasing patrol presence in proximity to the border and/or routes of ingress from the border, including the water borders. In addition, PARTIES will utilize their unique investigatory areas of expertise in operations.

6.2.2 Increase intelligence/information sharing among PARTIES, including but not limited to:

- (a) Conducting bi-monthly meetings with a minimum of one representative from each PARTY.
- (b) Increasing information sharing during operations.

6.2.3 Prior to Operations, PARTIES' Designated Operations Coordinator, in paragraph 6.3.3, shall submit an operational plan and schedule to the Integrated Planning Team (IPT) at least 72 hours prior to the operation.

6.2.3.1 The IPT is comprised of SHERIFF and BP sworn personnel.

6.2.3.2 The role of the IPT is to provide support and guidance to the local, state, and federal law enforcement stakeholders within the grant.

6.2.4 Within 48 hours following the conclusion of each OPSG Operation:

6.2.4.1 Each PARTY shall complete a Daily Activity Report (DAR) form in Excel format, which will be submitted as supporting documentation for any reimbursement request. Information entered in the Narrative section of the DAR form shall include statistical data and report from Field Interviews (FIs), Arrest Reports, and/or Citations.

6.2.4.2 PARTIES' Designated Operations Coordinator in paragraph 6.3.3, or designee, shall enter and submit the same DAR information directly into DHS's Homeland Security Information Network (HSIN).

6.2.4.3 The PARTIES' Designated Operations Coordinator or designee will ensure DAR information entered in HSIN is correct and shall make necessary corrections until it is promoted for approval.

6.3 Personnel Qualifications and Assignment

6.3.1 Qualifications

Each PARTY shall ensure that personnel assigned to perform Operations pursuant to this Agreement meet the minimum qualifications for their specific classification.

6.3.2 Management, Direction, and Supervision; Independent Contractors

The hiring, firing, management, direction, and supervision of each PARTY's personnel, the standards of performance, the discipline of each PARTY's personnel, and all other matters incident to the performance of such services, shall be performed by and be the responsibility of each PARTY in each PARTY's sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each PARTY shall be the appointing authority for all its personnel provided to OPSG by this Agreement. PARTIES shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to any other PARTY's personnel.

Each PARTY and its respective officers, agents, and employees are independent contractors and are not officers, agents, and employees of any other PARTY. Each PARTY's personnel are under the direct and exclusive supervision of that PARTY, and each PARTY assumes full responsibility for the performance of its own personnel in connection with this Agreement. No PARTY has the authority to bind any other PARTY.

6.3.3 Designated Operations Coordinators

SHERIFF shall select a Designated Operations Coordinator, at the rank of Sheriff's Lieutenant or higher, who shall manage and direct OPSG operations. Each other PARTY shall select a Designated Operations Coordinator for their respective agency under this Agreement. The Designated Operations Coordinator for each PARTY shall serve as their agency contact and shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

6.3.4 Staffing for Basic Services

PARTIES shall ensure that adequate numbers of their qualified respective personnel are provided to Operations at all times during the term of this Agreement to meet the Basic Services, Scope of Services, and Standards of Service commitments set forth herein.

6.3.5 Equipment and Supplies

COUNTY will provide SHERIFF OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform Operations. Similarly, all other PARTIES will provide their respective OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard

issue equipment necessary to perform Operations unless otherwise specified in Exhibit C- FY 2020 OPSG Operations Order.

6.3.5.1 PARTIES are responsible for the procurement of their own equipment to be used in Operations.

6.3.5.2 PARTIES will maintain an inventory list of all equipment purchased with OPSG funds and when practicable, the equipment shall be labeled with: "*Purchased with funds provided by the U. S. Department of Homeland Security*".

7. COST OF SERVICES/CONSIDERATION

7.1 General

7.1.1 As full consideration for the satisfactory performance and completion by PARTIES of Operations set forth in this Agreement, COUNTY shall reimburse PARTIES for personnel assigned to perform Operations on the basis of claims and submittals as set forth hereunder. Such payments by COUNTY are dependent on the continued availability of funds from the DHS passed through the Cal OES.

7.1.2 PARTIES agree that awarded funds identified as allowable costs, as set forth in Exhibit F – FY 2020 Homeland Security Grant Program Notice of Funding Opportunity (HSGP NOFO), shall be expended only for approved Operations operating expenses, and equipment as detailed in Exhibit A – FY 2020 OPSG Budget Worksheet, and that unallowable costs are not reimbursable as set forth in Exhibit F – FY 2020 HSGP NOFO.

7.1.3 No reimbursement shall be made to a PARTY during any period of time within which that PARTY is in default on filing any informational or financial reports required by SHERIFF. SHERIFF shall make any necessary adjustments to PARTY claims to correct for overpayments, underpayments, or disallowances.

7.2 Project Costs/Rate of Compensation

SHERIFF shall reimburse PARTIES for overtime worked by personnel assigned to perform Operations and shall reimburse for costs approved in Exhibit C – FY 2020 OPSG Operations Order, based upon available funding and the actual costs incurred by PARTIES to provide Operations.

7.3 Method of Payment

PARTIES shall submit to SHERIFF, accurate and complete reimbursement forms, labor reports, timesheets, DARs, equipment and equipment maintenance invoices, purchase orders and/or contracts, that represent amounts to be reimbursed under this Agreement within ninety (90) days from the date when expenditure was incurred. All requests for reimbursement shall be sent to:

San Diego County Sheriff's Department
O-41 Grants Unit (OPSG)
P. O. Box 939062
San Diego, CA 92193-9062

7.3.1 Reimbursement forms and invoices must have the signature of PARTY's Authorized Agent, certifying that the invoice and substantiating documentation, e.g., DARs, timesheets, payroll and labor reports, procurement documents, etc., are true and correct.

7.3.2 PARTIES shall provide payroll records for each person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task, regular hourly rate, overtime hourly rate, overtime hours worked, date(s) overtime worked, and fringe benefit rate and cost.

7.3.2.1 PARTIES shall make available to SHERIFF for inspection, upon request, all payroll records and any other records that relate to the Basic Services provided under this Agreement.

7.3.3 PARTIES shall submit to SHERIFF, verifiable and complete supporting documentation to substantiate reimbursement requests for service maintenance and/or equipment purchase, to include the equipment inventory ledger, certified copies of invoice, purchase order, proof of payment to vendor and procurement documentation.

7.3.3.1 PARTIES shall provide procurement records that show proof of compliance to 2 CFR 200.317-200.327 requirements, and documents that substantiate full and open competition, to include but not limited to copies of solicitation (RFQ, RFB, RFP), rationale for the method of procurement, contract policy, basis for the contract type and price, purchase request, statement of work and other pre-solicitation documents, cost/price analysis (if applicable), profit negotiation (if applicable), purchase orders, federal grant requirements or provisions (attached hereto as Exhibit E – Federal Grant Requirements), notice of award, record of protest, performance or other bond documents, specialized endorsements, suspension and debarment listing, etc.

7.3.3.2 PARTIES shall make available to SHERIFF for inspection and upon request, all procurement records that provide historical and background information to answer inquiries pertaining to the acquisition of service maintenance and/or equipment that may arise in a review or audit or until the grant record retention period expires.

7.3. PARTIES shall ensure awareness, understanding and compliance to all grant rules and procurement requirements. PARTIES shall be responsible in making sure that proper authorization are in place for any OPSG equipment purchase that require specialized endorsement or approvals, including waiver request forms or Environmental Planning and Historic Preservation (EHP) compliance.

7.3.5 Noncompetitive procurements of equipment exceeding the \$250,000 simplified acquisition threshold established by Federal Acquisition Regulation (FAR) 48 CFR Subpart 2.1, in accordance with 41 U.S.C. 1908, will require prior written approval from Cal OES.

7.3.5.1 Prior to purchasing equipment determined to be noncompetitive, PARTIES shall provide SHERIFF by email a copy of their Purchasing Agent's approval for the noncompetitive procurement which SHERIFF will submit to Cal OES for approval.

7.3.6 PARTIES shall obtain a performance bond from vendors prior to procuring equipment items costing over \$250,000, or any vehicle, aircraft, or watercraft, to be paid at the time of purchase, in order to ensure delivery of the equipment within ninety (90) days of the performance period end date.

7.3.6.1 Performance bond shall be included for reimbursement with invoice.

7.3.7 Within ninety (90) business days upon receipt of valid invoice and supporting documentation specified in subparagraphs under 7.3, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

7.3.8 Each PARTY shall manage their allocation and track their claims to ensure they remain within their allocated amount as specified in Exhibit A – FY 2020 OPSG Budget Worksheet.

7.4 Reimbursement Disallowances

PARTIES not in compliance with procedures in paragraph 7.3 above risk having incurred expenditures disallowed for reimbursement by SHERIFF. PARTIES that fail to submit claims for reimbursement within ninety (90) days will be notified in writing by SHERIFF that the claim(s) is/are past due, and funds allocated to the PARTY for that time period may be redistributed among other PARTIES.

8. PROGRAM/FINANCIAL ADMINISTRATION

8.1 PARTIES shall use as the primary reference in all programmatic, financial, and grant administration matters and adhere to the policies and regulations in Exhibit D - Title 2 of the Code of Federal Regulations Part 200 (2 CFR Part 200), Exhibit F – FY 2020 HSGP NOFO, Exhibit G – FY 2020 HSGP CA Supplement to the NOFO, and Exhibit H – Federal Preparedness Grants Manual, in conjunction with updates issued by the Office of Management and Budget (OMB), Grants & Training (G&T) information bulletins, and Cal OES policy, regulations, and statutes.

8.1.1 Contract Provisions

PARTIES shall ensure that *all* contracts adhere to all applicable contract provisions stated in 2 CFR 200.317–200.327 and found in Appendix II - Contract Provisions for Non-Federal Entity Contracts under Federal Awards. Reimbursement claims associated with contracts that are found to be in noncompliance will be denied.

8.1.2 Methods of Procurement

PARTIES shall adhere to the procurement methods found in 2 CFR 200, Subpart D, Section 200.320.

9. REPAYMENT OF REIMBURSEMENTS

9.1 Any PARTY found through compliance assessments, audits, or monitoring site visits, to be out of compliance with paragraphs 7.3 and 8 above, shall retroactively repay SHERIFF, within ninety (90) days of notification, any reimbursement found out of compliance which was paid to PARTY during the term of, and even after the term, of this Agreement. This provision shall survive termination or expiration of this Agreement.

10. INDEMNIFICATION – WORKERS' COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES

10.1 The COUNTY shall fully indemnify and hold harmless non-County PARTIES and their respective officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs and/or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

10.2 Each non-County PARTY shall fully indemnify and hold harmless the COUNTY, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by non-County PARTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline,

termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by the non-County PARTY.

10.3 Each non-County PARTY shall fully indemnify and hold harmless the other non-County PARTIES, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by non-County PARTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective non-County PARTY or any contract labor provider retained by the non-County PARTY.

11. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE

11.1 Claims Arising from Sole Acts or Omissions of a PARTY

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers, and employees, from any claim, action, or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this Agreement. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.

11.2 Claims Arising From Concurrent Acts or Omissions

The PARTIES hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 11.4 below.

11.3 Joint Defense

Notwithstanding paragraph 11.2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 11.4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

11.4 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

12. GENERAL PROVISIONS

12.1 Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows, or, to such other place as each PARTY may designate by subsequent written notice to each other:

To SHERIFF:
Sheriff
San Diego County Sheriff's Department
P. O. Box 939062
San Diego, CA 92193-9062

To Non-County PARTIES:

Chief of Police
Chula Vista Police Department
315 Fourth Avenue
Chula Vista, CA 91910

Chief of Police
Coronado Police Department
700 Orange Avenue
Coronado, CA 92118

Chief of Police
El Cajon Police Department
100 Civic Center Way
El Cajon, CA 92020

Chief of Police
Escondido Police Department
1163 North Centre City Parkway
Escondido, CA 92026

Chief of Police
La Mesa Police Department
8085 University Avenue
La Mesa, CA 91942

Chief of Police
National City Police Department
1200 National City Blvd.
National City, CA 91950

Chief of Police
Oceanside Police Department
3855 Mission Avenue
Oceanside, CA 92054

Chief of Harbor Police
San Diego Harbor Police Department
3380 North Harbor Drive
San Diego, CA 92101

Chief of Police
University of California-San Diego
Police Department
9500 Gilman Drive, MC 0017
La Jolla, CA 92093

Sheriff
Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92501

Chief of Police
Huntington Beach Police Department
2000 Main Street
Huntington Beach, CA 92648

Sheriff
Los Angeles County Sheriff's Department
Special Enforcement Bureau
1060 North Eastern Avenue
Los Angeles, CA 90063

Sheriff
San Luis Obispo County Sheriff's Office
1585 Kansas Avenue
San Luis Obispo, CA 93405

Sheriff
Santa Barbara County Sheriff's Office
4434 Calle Real
Santa Barbara, CA 93110

Chief
California Highway Patrol
9330 Farnham Street
San Diego, CA 92123

Chief
California Department of Parks and
Recreation
1416 9th Street
Sacramento, CA 95814

Chief of Police
Sycuan Tribal Police Department
4 Kwaaypaay Road
El Cajon, CA 92019

Chief of Police
Oxnard Police Department
251 South C Street
Oxnard, CA 93030

Sheriff
Orange County Sheriff's Department
550 North Flower Street
Santa Ana, CA 92703

Sheriff
Ventura County Sheriff's Office
800 South Victoria Avenue
Ventura, CA 93009

Sheriff
Monterey County Sheriff's Office
1414 Natividad Road
Salinas, CA 93906

Sheriff
San Mateo County Sheriff's Office
400 County Center
Redwood City, CA 94063

Chief of Enforcement
California Department of Fish and
Wildlife
1416 9th Street, Room 1326
Sacramento, CA 95814

12.8 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. SHERIFF will provide each PARTY with a copy of this Agreement once fully executed.

12.9 Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any Court or other legal authority, or is agreed upon by the PARTIES, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to any PARTY is lost, then the Agreement may be terminated at the option of the affected PARTY, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

12.10 Legislative Changes

If any changes are made to regulations pursuant to which this Agreement is made or to any successor legislation or regulations, or if the DHS imposes any budget requirements or limitations applicable to this Agreement and the services to be provided hereunder, then (1) to the extent any of the changes are of mandatory application, such change(s) shall apply to the PARTIES in this Agreement, and this Agreement shall be deemed to be amended to be consistent with such changes(s) except to the extent that such change(s) alter(s) a material provision of this Agreement in which case such material provision shall be voidable and the PARTIES will negotiate in good faith to amend the Agreement as necessary, and (2) to the extent any of the changes are not of mandatory application, such change(s) shall not affect this Agreement or the right or obligations of COUNTY and non-COUNTY under this Agreement unless the PARTIES mutually agree to subject themselves to such changes(s).

12.11 Representation

Each PARTIES' Chief, and/or Sheriff, or their respective designee, shall represent its PARTY in all discussions pertaining to this Agreement. SHERIFF, or his or her designee, shall represent COUNTY in all discussions pertaining to this Agreement.

12.12 Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, representatives described in paragraph 12.10, will meet and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

12.13 Termination of Funding

In the event that funding for reimbursement of costs related to Operations is terminated by the DHS, this Agreement in its entirety shall be considered null and void and COUNTY through SHERIFF and PARTIES shall no longer be required to provide Operations as described herein. In such event, PARTIES shall meet immediately, and if agreed upon by the PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of Operations through alternate means.

12.14 Obligation

This Agreement shall be binding upon the successors of the PARTIES.

12.15 California Law

This Agreement is executed and delivered within the State of California and the rights and obligations of the PARTIES hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this Agreement, such Agreement being effective March 25, 2021, unless otherwise specified.

**COUNTY OF SAN DIEGO
SHERIFF'S DEPARTMENT**

William D. Gore
Sheriff

**CHULA VISTA POLICE
DEPARTMENT**

Roxana Kennedy
Chief

**EL CAJON POLICE
DEPARTMENT**

Mike Moulton
Chief

**LA MESA POLICE
DEPARTMENT**

Ray Sweeney
Chief

Approved as to form and legality:
**LONNIE J. ELDRIGE
OFFICE OF COUNTY COUNSEL
COUNTY OF SAN DIEGO**

Mark Day
Senior Deputy

**CORONADO POLICE
DEPARTMENT**

Charles Kaye
Chief

**ESCONDIDO POLICE
DEPARTMENT**

Ed Varso
Chief

**NATIONAL CITY
POLICE DEPARTMENT**

Jose Tellez
Chief

FORM APPROVED COUNTY COUNSEL
BY: LISA SANCHEZ 11/16/2021 DATE

**OCEANSIDE POLICE
DEPARTMENT**

Fred Armijo
Chief

**SAN DIEGO HARBOR POLICE
DEPARTMENT**

Mark Stainbrook
Vice President of Public Safety/Chief

**UNIVERSITY OF CALIFORNIA
SAN DIEGO POLICE DEPARTMENT**

Gregory Murphy
Acting Chief

**SYCUAN TRIBAL POLICE
DEPARTMENT**

William Denke
Chief

**RIVERSIDE COUNTY
SHERIFF'S DEPARTMENT**

Chad Bianco
Sheriff-Coroner

**OXNARD POLICE
DEPARTMENT**

Jason Benites
Chief

**HUNTINGTON BEACH POLICE
DEPARTMENT**

Julian Harvey
Chief

**VENTURA COUNTY
SHERIFF'S OFFICE**

William Ayub
Sheriff

**ORANGE COUNTY
SHERIFF'S DEPARTMENT**

Don Barnes
Sheriff-Coroner

Approved as to form and legality:
LEON J. PAGE
THE OFFICE OF COUNTY COUNSEL
COUNTY OF ORANGE

Nicole A. Sims
Supervising Deputy

**LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT**

Alex Villanueva
Sheriff

**SAN LUIS OBISPO COUNTY
SHERIFF'S OFFICE**

Ian Parkinson
Sheriff

**SANTA BARBARA COUNTY
SHERIFF'S OFFICE**

Bill Brown
Sheriff-Coroner

CALIFORNIA HIGHWAY PATROL

Omar Watson
Chief, Border Division

**CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION**

Gina Moran
District Superintendent

Approved as to form:
**RODRIGO A. CASTRO-SILVA
OFFICE OF THE COUNTY COUNSEL
COUNTY OF LOS ANGELES**

Michelle Jackson
Principal Deputy County Counsel

**MONTEREY COUNTY
SHERIFF'S OFFICE**

Steve Bernal
Sheriff

**SAN MATEO COUNTY
SHERIFF'S OFFICE**

Carlos G. Bolanos
Sheriff

**CALIFORNIA DEPARTMENT
OF FISH AND WILDLIFE**

Melinda Peacock
Section Chief
Contracts and Procurement Section
Business Management Branch

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

EXHIBIT B

Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)
FY 2020 Standard Assurances
(All OPSG Participating Agencies)

Name of Agency: _____

Address: _____

City: _____ State: _____ Zip Code: _____

As the duly authorized representative of the Agency ("Agency") named above, I hereby certify that the Agency has the legal authority to apply for federal assistance and has the institutional, managerial and financial capability (including sufficient funds to pay any non-federal share of project cost or to retroactively repay any reimbursement found out of compliance which was paid to Agency, for as long as the grant is active) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Agency is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) HSGP California State Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

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

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Agency hereby agrees to comply with the following:

1. Proof of Authority

The Agency will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Agency and the city council, governing board or authorized body agree:

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required;
- (b) That any liability arising out of the performance of this agreement shall be the responsibility of the Agency and the city council, governing board or authorized body;
- (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body;

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- (d) That the Agency is authorized by the city council, governing body, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any, or to retroactively repay any reimbursement found out of compliance which was paid to Agency, for as long as the grant is active) to ensure proper planning, management and completion of the project described in this application; and
- (e) That the official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Agency is only authorized to perform allowable activities approved under the award, within the period of performance specified in the grant. Allowable activities may be initiated after approval of the award.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Agency certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Agencies shall certify and disclose accordingly.

The Agency will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Agency agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders (EO) 12549 and 12689, and 2 C.F.R §200.213 and codified in 2 C.F.R Part 180, Debarment and Suspension, the Agency will provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The Agency certifies that it and its principals, contractors, or subcontractors:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements,

- or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

Where the Agency is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Agency will comply with all state and federal statutes relating to non-discrimination. These include, but are not limited to the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. § 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd --- 2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units --- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) --- be designed and constructed with certain accessible features (See 24 C.F.R § 100.201);
- (h) Executive Order (E.O.) 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) Executive Order (E.O.) 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Agency will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code § 12940, 12945, 42945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth,

breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;

- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) which may apply to the application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Agency certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Agency will comply with State and Federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401), which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Orders (EO) 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order (EO) 11988
- (g) Executive Order (EO) 11514 which sets forth national environmental standards;
- (h) Executive Order (EO) 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order (EO) 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Agency shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For grant recipients expending \$750,000 or more in federal grant funds annually, the Agency will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R § 200.336, the Agency will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Agency will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Agency will establish safeguards to prohibit the Agency's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Agency will comply with 31 U.S.C § 3729-3733 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Agency agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Agency also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Agency will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Agency will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Agency must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Agency will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires Agencies in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order (EO) 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 C.F.R. Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally Funded Construction Projects

For all construction projects, the Agency will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Agencies are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Agency acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Agency should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

21. Acknowledgement of Federal Funding from DHS

All Agencies must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All Agencies must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All Agencies who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. Agencies may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. Copyright

All Agencies must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude Agencies from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

All Agencies must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All Agencies are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All Agencies must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Agencies must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

All Agencies who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, Agencies are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All Agencies are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

All Agencies who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

All Agencies must comply with Executive Order (EO) 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Agencies are legally responsible to ensure compliance with the EO and laws.

34. Reporting of Matters Related to Subrecipient Integrity and Performance

If the total value of the Agency's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

All Agencies must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

36. Use of DHS Seal, Logo, and Flags

All Agencies must obtain permission from DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Agency recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Agency, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Agency and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Agency may be ineligible for award of any future grants if Cal OES determines that any of the following has occurred: (1) the Agency has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All Agencies are bound by the Department of Homeland Security Standard Terms and Conditions 2020, Version 10.1, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the above-named Agency.

Name of Agency: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Email Address: _____

FORM APPROVED COUNTY COUNSEL
BY: LISA SANCHEZ 11/16/2021
DATE