

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



ITEM: 3.70  
(ID # 25286)

**MEETING DATE:**  
Tuesday, July 30, 2024

**FROM :** SHERIFF-CORONER-PA

**SUBJECT:** SHERIFF-CORONER-PA: Accept and Approve the 2023 Operation Stonegarden (“OPSG”) Grant Award in the Amount of \$2,900,000; Ratify and Approve Grant Agreement #2023-0042 Administered by the California Governor’s Office of Emergency Services (“Cal OES”) Funded by the Fiscal Year 2023 Homeland Security Grant Program (“HSGP”) for FY 24/25 – FY 26/27; All Districts; [Total Project Cost - \$2,900,000 100% Federal Grant Revenue]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Accept the FY 2023 Operation Stonegarden (OPSG) Grant Award administered by the California Governor’s Office of Emergency Services (Cal OES) and funded by the FY 2023 Homeland Security Grant Program (HSGP) in the amount of \$2,900,000;
2. Ratify and approve Grant Agreement (“Grant Agreement”) ID #2023-0042 with Cal OES for three years through August 31, 2026; and
3. Authorize the Sheriff, Undersheriff, Assistant Sheriff, Chief Deputy, or Captain to execute the Grant Agreement, and to execute grant payment requests, progress reports, purchases, and future amendments and/or modifications to the Grant Agreement that do not exceed twenty percent (20%) of the total grant award, subject to approval as to form by County Counsel.

**ACTION:**Policy

  
David Lelevier, Assistant Sheriff 7/9/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: July 30, 2024  
xc: Sherriff

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$1,734,981	\$1,165,019	\$ 2,900,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal Grant Revenue 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25 – 26/27	

**C.E.O. RECOMMENDATION:** Approve

BR 24-088

Prev. Agn. Ref.: 8/29/23 3.64 & 1/23/24 3.30

**BACKGROUND:**

**Summary**

Since the events of September 11, 2001, the United States has focused increased attention to intercepting terrorists attempting entry 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 by providing funding to states, local units of government, and tribes to support joint efforts to secure the US border along routes of ingress and egress from international borders, including travel corridors in states bordering Mexico.

On December 9, 2021, the San Diego Sector invited the Riverside County Sheriff's Office (RSO) to participate as a subrecipient of the FY 2022 OPSG grant to lead its own regional initiative supporting intelligence-led crime suppression operations supported by OPSG grant funds. The U.S. Customs and Border Protection has pre-designated RSO as the fiduciary agent to administer the OPSG program grant funds for the region. The County of Riverside is considered a Tier 2 subrecipient, which includes jurisdictions not located on the physical border or international water but are contiguous to a Tier 1 County that is on a physical border, therefore qualifies for this funding.

RSO'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 opportunities for the collection of intelligence involving criminal organizations operating within the County. As an awardee for the FY 2023 grant cycle, RSO will oversee eight jurisdictions for the second year, including the Costa Mesa Police Department, Hawthorne Police Department, Huntington Beach Police Department, La Habra Police Department, Los Angeles County Sheriff's Department, Newport Beach Police Department, Seal Beach Police Department, and Laguna Beach Police Department. This multi-agency grant program provides an opportunity for participating agencies to coordinate law enforcement activities, working in a layered and integrated approach in combating border-related crimes and violence. OPSG supports crime suppression and does not include immigration enforcement, and the Sheriff will not engage in or support immigration enforcement activities during operations.

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As the lead agency, the Sheriff's Office will retain 5% of the grant award to manage and administer the OPSG grant award, while the Sheriff and regional participants will receive a portion of the remaining grant award.

**Impact on Residents and Businesses**

OPSG funding allows the Sheriff's Office to work with other law enforcement personnel throughout the County on reimbursable activities to combat border-related criminal acts that affect the County.

**Additional Fiscal Information**

The Sheriff's Office will follow the Grant Management Responsibilities and Fiscal Information adopted through Minute Order 3.30, approved by the Board of Supervisors on January 23, 2024. As the fiduciary agent of the 2023 OPSG grant award, the Sheriff's Office will be responsible for maintaining all funds and reimbursing partnering agencies.

**Attachments**

- A. 2023 OPSG Notification of Subaward Approval - Cal OES
- B. 2023 OPSG Operations Order Approval - FEMA
- C. 2023 OPSG Memorandum of Agreement, including Exhibits A-C

  
Michelle Paradise, ACEO 7/17/2024

  
Aaron Gettis, Chief of Deputy County Counsel 7/9/2024

**AGREEMENT FOR  
FISCAL YEAR 2023  
OPERATION STONEGARDEN (OPSG)**

**1. PARTIES TO THE AGREEMENT**

This Agreement is between the COUNTY OF RIVERSIDE ("COUNTY"), the COUNTY OF LOS ANGELES ("LAC"), the CITY OF COSTA MESA, CITY OF HAWTHORNE, CITY OF HUNTINGTON BEACH, CITY OF LA HABRA, CITY OF LAGUNA BEACH, CITY OF NEWPORT BEACH, and CITY OF SEAL BEACH (collectively the "CITIES"), each a "PARTY" and 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 Office ("SHERIFF").

**1.1.2** For the CITIES, participating agencies are their respective police department.

**1.1.3** For LAC, participating agency is their respective Sheriff's department.

**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) 2023 Operation Stonegarden (OPSG) grant program. As an 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 Agenda Item 3.30 on January 23, 2024, approved the application, appropriation, and use of FY 2023 OPSG funds to reimburse PARTIES for program related overtime and fringe benefits; equipment purchases and maintenance costs; fuel; mileage; flight; and management and administration costs incurred not to exceed the amounts described in Exhibit A – FY 2023 OPSG Budget

Worksheet in paragraph 2.9 (a) below, during the period of performance (POP) September 1, 2023 through May 31, 2026 but, the operational project period for PARTIES shall be the date of FEMA's approval, March 25, 2024 through February 28, 2026.

**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: 2023-0042
- (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 2023 OPSG Budget Worksheet
- (b) Exhibit B - FY 2023 OPSG Standard Assurances
- (c) Exhibit C - FY 2023 OPSG Byrd Anti-Lobbying Certification Form
- (d) Exhibit D - FY 2023 OPSG Operations Order (**CONFIDENTIAL, for Official Use Only/Law Enforcement Sensitive**)
- (e) Exhibit E - [Title 2 of the Code of Federal Regulations Part 200](#),
- (f) Exhibit F - [Federal Contract Provisions](#)  
(language to be developed and incorporated within a contract)
- (g) Exhibit G - [FY 2023 Homeland Security Grant Program \(HSGP\) Notice of Funding Opportunity \(NOFO\)](#)

- (h) Exhibit H - [FY 2023 Homeland Security Grant Program \(HSGP\) California Supplement to the Federal NOFO](#)
- (i) Exhibit I - [FEMA Preparedness Grants Manual](#)

Nothing in the Exhibits above 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 2023 Operation Stonegarden grant program.

### **4. SCOPE OF SERVICES**

#### **4.1 Method of Service Delivery**

SHERIFF shall 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 shall perform OPSG Operations ("Operations") by increasing law enforcement presence in each PARTY's designated jurisdiction and in coordination with other OPSG partner agencies to support the U. S. Customs and Border Protection (CBP) efforts to improve border security in the region. PARTIES will enforce local and state laws within their designated jurisdiction subject to the California Values Act (SB 54; Chapter 495) and shall 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**

The OPSG grant program period of performance (POP) is September 1, 2023 through May 31, 2026, but the operational project period for PARTIES shall be the date of FEMA's approval, March 25, 2024 through February 28, 2026.

#### **5.1 Initial Term**

The term of this Agreement shall be retroactive to 12:01 a.m. on March 25, 2024 and shall continue in effect through and terminate at midnight on May 31, 2026; subject to the termination provision in paragraph 5.3.

**5.2 Option to Extend**

Renewal or extension of the Agreement beyond May 31, 2026 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 6.3.

**6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES**

**6.1 Suspension and Debarment**

SHERIFF will request, and PARTIES shall provide a copy of the SAM.gov report for their agency which shows their Active and Inactive Exclusions. Any PARTY with Active Exclusions at the onset of, or any time during, the term of this Agreement is not eligible to participate as set forth in Executive Orders 12549 and 12689, 2 CFR 200.214, and codified in 2 CFR Part 180, and shall terminate its participation in this Agreement as provided for in paragraph 5.3 Termination.

**6.2 Byrd Anti-Lobbying Amendment**

PARTIES that receive an award greater than \$100,000 shall certify to SHERIFF on the Byrd Anti-Lobbying Certification Form attached hereto as Exhibit C, that it will not and has not used federally 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. Each PARTY shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from agency to agency up to the recipient who in turn will forward the certifications to the federal awarding agency.

### **6.3 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 to support U. S. DHS and 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 PARTIES and in Exhibit D – FY 2023 OPSG Operations Order.

**6.3.1** PARTIES shall 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 shall utilize their unique investigatory areas of expertise in operations.

**6.3.2** 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.

**6.3.3** Prior to Operations, PARTIES' Designated Operations Coordinator, in paragraph 6.4.3, shall submit an operational plan and schedule to the Integrated Planning Team (IPT) at least 72 hours prior to the operation.

**6.3.3.1** The IPT is comprised of SHERIFF and CBP sworn personnel.

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

**6.3.4** Within 48 hours following the conclusion of each Operation:

**6.3.4.1** 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.

**6.3.4.2** PARTIES' Designated Operations Coordinator in paragraph 6.4.3, or designee, shall enter and submit the same DAR information directly into DHS's Homeland Security Information Network (HSIN).

**6.3.4.3** PARTIES' Designated Operations Coordinator or designee shall ensure DAR information entered in HSIN is correct and shall make necessary corrections until it is processed for approval.

### **6.4 Personnel Qualifications and Assignment**



**6.4.1 Qualifications**

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

**6.4.2 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.

**6.4.3 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. All other PARTIES 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 to address any disputes which may arise concerning implementation of this Agreement.

**6.4.4 Staffing for Basic Services**

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

**6.4.5 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 D - FY 2023 OPSG Operations Order.

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

**6.4.5.2** PARTIES shall maintain an inventory list of all equipment purchased with OPSG funds and when practicable, 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 G – FY 2023 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 2023 OPSG Budget Worksheet, and that unallowable costs are not reimbursable as set forth in Exhibit G – FY 2023 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 D – FY 2023 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, procurement documents, purchase orders and/or contracts, and proof of payment, 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:

Riverside County Sheriff's Office  
Irina Sandoval / OPSG Grants Unit  
1500 Castellano Rd  
Riverside, CA 92509

**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 contract provisions with required language incorporated within contracts under federal award (as directed herein by Exhibit F – Federal Contract Provision), 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.

**7.3.4** 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 2023 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 E - Title 2 of the Code of Federal Regulations Part 200 (2 CFR Part 200), Exhibit G – FY 2023 HSGP NOFO, Exhibit H – FY 2023 HSGP CA Supplement to the NOFO, and Exhibit I – FEMA 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  
Riverside County Sheriff's Office  
4095 Lemon Street  
Riverside, CA 92501

To Non-County PARTIES:

Chief of Police  
Costa Mesa Police Department  
99 Fair Drive  
Costa Mesa, CA 92626

Chief of Police  
Hawthorne Police Department  
12501 Hawthorne Blvd  
Hawthorne, CA 90250

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

Chief of Police  
La Habra Police Department  
150 N Euclid Street  
La Habra, CA 90631

Chief of Police  
Laguna Beach Police Department  
505 Forest Ave  
Laguna Beach, CA 92651

Chief of Police  
Newport Beach Police Department  
870 Santa Barbara Drive  
Newport Beach, CA 92660

Chief of Police  
Seal Beach Police Department  
911 Seal Beach Blvd  
Seal Beach, CA 90740

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

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 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. 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 12.11, will meet, and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

### **12.13 Termination of Funding**

If 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, 2024, unless otherwise specified.

**RIVERSIDE COUNTY  
SHERIFF'S OFFICE**



Chad Bianco  
Sheriff-Coroner

**COSTA MESA POLICE  
DEPARTMENT**

\_\_\_\_\_  
Ron Lawrence  
Chief

**HUNTINGTON BEACH POLICE  
DEPARTMENT**

\_\_\_\_\_  
Eric G. Parra  
Chief

**LAGUNA BEACH POLICE  
DEPARTMENT**

\_\_\_\_\_  
Jeff Calvert  
Chief

Approved as to form and legality:

**Minh C. Tran  
OFFICE OF COUNTY COUNSEL  
COUNTY OF RIVERSIDE**

\_\_\_\_\_  
Amrit P. Dhillon  
Deputy County Counsel

**HAWTHORNE POLICE DEPARTMENT**

\_\_\_\_\_  
Gary Tomatani  
Chief

**LA HABRA POLICE DEPARTMENT**

\_\_\_\_\_  
Adam Foster  
Chief

**NEWPORT BEACH POLICE  
DEPARTMENT**

\_\_\_\_\_  
Joe Cartwright  
Chief

**12.15 California Law**

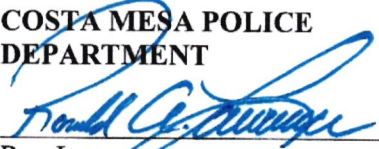
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**RIVERSIDE COUNTY  
SHERIFF'S OFFICE**

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Chad Bianco  
Sheriff-Coroner

**COSTA MESA POLICE  
DEPARTMENT**

  
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Jeff Calvert  
Chief

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**Minh C. Tran**  
**OFFICE OF COUNTY COUNSEL**  
**COUNTY OF RIVERSIDE**

\_\_\_\_\_  
Amrit P. Dhillon  
Deputy County Counsel

**HAWTHORNE POLICE DEPARTMENT**

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Sheriff-Coroner

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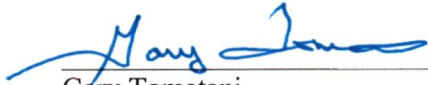
\_\_\_\_\_  
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Chief

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**Minh C. Tran  
OFFICE OF COUNTY COUNSEL  
COUNTY OF RIVERSIDE**

\_\_\_\_\_  
Amrit P. Dhillon  
Deputy County Counsel

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Gary Tomatani  
Chief

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COUNTY OF RIVERSIDE**

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**LA HABRA POLICE DEPARTMENT**

\_\_\_\_\_  
Adam Foster  
Chief

**NEWPORT BEACH POLICE  
DEPARTMENT**

\_\_\_\_\_  
Joe Cartwright  
Chief

APPROVED AS TO FORM

By:   
\_\_\_\_\_  
MICHAEL E. GATES  
CITY ATTORNEY  
CITY OF HUNTINGTON BEACH

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Jeff Calvert  
Chief

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**COUNTY OF RIVERSIDE**

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Amrit P. Dhillon  
Deputy County Counsel

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Chad Bianco  
Sheriff-Coroner

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**LAGUNA BEACH POLICE  
DEPARTMENT**

\_\_\_\_\_  
Jeff Calvert  
Chief

Approved as to form and legality:  
**Minh C. Tran**  
**OFFICE OF COUNTY COUNSEL**  
**COUNTY OF RIVERSIDE**

\_\_\_\_\_  
Amrit P. Dhillon  
Deputy County Counsel

**HAWTHORNE POLICE DEPARTMENT**

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**RIVERSIDE COUNTY  
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Chad Bianco  
Sheriff-Coroner

**COSTA MESA POLICE  
DEPARTMENT**

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Ron Lawrence  
Chief

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\_\_\_\_\_  
Eric G. Parra  
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DEPARTMENT**

\_\_\_\_\_  
Jeff Calvert  
Chief

Approved as to form and legality:

**Minh C. Tran**  
**OFFICE OF COUNTY COUNSEL**  
**COUNTY OF RIVERSIDE**

\_\_\_\_\_  
Amrit P. Dhillon  
Deputy County Counsel

**HAWTHORNE POLICE DEPARTMENT**

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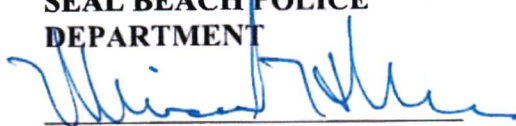
\_\_\_\_\_  
Adam Foster  
Chief

**NEWPORT BEACH POLICE  
DEPARTMENT**

\_\_\_\_\_  
  
Joe Cartwright  
Chief



**SEAL BEACH POLICE  
DEPARTMENT**



Michael Henderson  
Chief

**LOS ANGELES COUNTY  
SHERIFF'S DEPARTMENT**

\_\_\_\_\_  
Robert G. Luna  
Sheriff

Approved as to form:  
**DAWYN R. HARRISON**  
**OFFICE OF THE COUNTY COUNSEL**  
**COUNTY OF LOS ANGELES**

\_\_\_\_\_  
Michele Jackson  
Principal Deputy County Counsel

**SEAL BEACH POLICE  
DEPARTMENT**

---

Michael Henderson  
Chief

**LOS ANGELES COUNTY  
SHERIFF'S DEPARTMENT**



---

Robert G. Luna  
Sheriff

Approved as to form:  
**DAWYN R. HARRISON**  
**OFFICE OF THE COUNTY COUNSEL**  
**COUNTY OF LOS ANGELES**

**APPROVAL ON FILE**

---

Michele Jackson  
Principal Deputy County Counsel



May 28, 2024

Chad Bianco  
Sheriff-Coroner  
Riverside County  
P.O. Box 512  
Riverside, CA 92502

SUBJECT: NOTIFICATION OF SUBRECIPIENT APPLICATION APPROVAL  
FY 2023 Homeland Security Grant Program (HSGP)  
Subaward #: 2023-0042, Cal OES ID: 065-95007

Dear Chad Bianco:

The California Governor's Office of Emergency Services (Cal OES) has approved your FY 2023 Homeland Security Grant Program (HSGP) application in the amount of \$2,900,000. As of the date of this letter, you may request reimbursement of eligible grant expenditures using the Cal OES Financial Management Forms Workbook (FMFW) available at [www.caloes.ca.gov](http://www.caloes.ca.gov). A copy of your approved subaward is enclosed for your records.

Any activities requiring additional review (e.g., Environmental Planning and Historic Preservation, Allowability Requests, procurement of Aviation or Controlled Equipment, etc.) shall not incur costs until you receive written approval for those activities.

This subaward is subject to all provisions of 2 CFR Part 200, Subpart F - Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

For additional information, please contact your Cal OES Program Representative.

Homeland Security & Emergency Management Grants Processing

Enclosure

cc: Subrecipient file



**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

**1. Cal OES Contact Information Section:**

Governor's Office of Emergency Services  
Nancy Ward, Director  
3650 Schriever Avenue  
Mather, CA 95655

**2. Federal Awarding Agency Section:**

<b>Federal Program Fund / AL #</b>	<b>Federal Awarding Agency</b>	<b>Federal Award Date</b>	<b>Total Federal Award Amount</b>	<b>Total Local Assistance Amount</b>
Homeland Security Grant Program / 97.067	US Department of Homeland Security	09/01/2023	\$202,198,718	\$192,088,782

**3. Project Description Section:**

- Project Acronym:  
Homeland Security Grant Program (HSGP)
- Project Description:  
Support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.

**4. Research & Development Section:**

- Is this Subaward a Research & Development grant?      Yes       No

je HG

(Cal OES Use Only)

ML: 781983

Cal OES #	FIPS #	065-95007	VS#	Subaward #	2023-0042
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**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
GRANT SUBAWARD FACE SHEET**

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

- 1. Subrecipient: County of Riverside 1a. UEI: VCDLA7V2ADE3
- 2. Implementing Agency: Sheriff 2a. UEI: \_\_\_\_\_
- 3. Implementing Agency Address: 4095 Lemon Street Riverside 92501-3601  
(Street) (City) (Zip+4)
- 4. Location of Project: Riverside Riverside 92509-1725  
(City) (County) (Zip+4)
- 5. Disaster/Program Title: Homeland Security Grant Program 6. Performance / Budget Period: September 1, 2023 to May 31, 2026  
(Start Date) (End Date)
- 7. Indirect Cost Rate: N/A Federally Approved ICR (if applicable): \_\_\_\_\_ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2023	OPSG		\$2,900,000	\$2,900,000				\$2,900,000
9.									
10.									
11.									
12.									
<b>Total</b>	<b>Project</b>	<b>Cost</b>		\$2,900,000	\$2,900,000				\$2,900,000

**13. Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, the Assurances/Certifications, and any attached Special Conditions. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

**14. CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 7920 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

**15. Official Authorized to Sign for Subrecipient:**

Name: Chad Bianco Title: Sheriff-Coroner  
 Payment Mailing Address: PO Box 512 City: Riverside Zip Code+4: 92502-0512  
 Signature: *Chad Bianco* Date: 11/30/2023

16. Federal Employer ID Number: 95-6000930

(FOR Cal OES USE ONLY)	
DocuSigned by: I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above. <u>Mary Rucker</u> 5/20/2024 (Cal OES Financial Officer) (Date)	DocuSigned by: <u>Eric Swanson</u> 5/20/2024 (Cal OES Director or Designee) (Date)

DS  
JA

ENY: 2023-24 Chapter: 12 SL: 14773  
 Item: 0690-101-0890 Pgm: 0385  
 FAIN#: EMW-2023-SS-00042 09/01/23 to 08/31/26  
 Fund: Federal Trust AL#: 97.067  
 Program: Homeland Security Grant Program  
 Match Req.: None  
 Project No.: OES23HSGP000012 Amount: \$2,900,000  
 SC: 2023-14773



FEMA

March 15, 2024

Maybel Garing-Espilla  
Homeland Security Unit II, Chief  
California Governor's Office of Emergency Services  
3650 Schriever Avenue  
Mather, CA 95655

Dear Ms. Garing-Espilla:

Please be advised that, based on the Department of Homeland Security, Federal Emergency Management Agency's (FEMA) Operation Stonegarden Grant Program (OPSG) guidelines and special conditions associated with this program, the below referenced Operations Order is *conditionally approved with additional information requirements* (see Special Conditions below):

**Operations Order No:** 23-SDCSDC-08-002 V0  
**Fiscal Year:** 2023  
**Amount Approved:** \$2,900,000  
**Operations Order Dates:** 9/1/2023 to 8/31/2026  
**Recipient:** Riverside County, CA

**Pending approval of the Personnel Cap Waiver by the FEMA Administrator (currently delegated to the GPD Assistant Administrator), the County is authorized to spend up to, but must not exceed, 50 percent of the FY 2023 Operation Stonegarden allocation issued by FEMA. A subsequent approval letter will be issued for this Operations Order upon receipt of the FEMA Administrator's approval.**

Expenditures from the Operations Order that were reviewed and approved by FEMA and U.S. Customs and Border Protection/Border Patrol (CBP) include: Overtime and Fringe costs, Equipment, and Fuel. These expenses will assist the County in conducting border centric, intelligence driven operations with the goal of reduction or elimination of threat, risk and vulnerability along our Nations' borders.

Please find the below special conditions associated with OPSG and retain this letter for your grant files. If you have any questions, please feel free to contact me at (202) 802-2227.

Sincerely,

Digitally signed

GEORGE L by GEORGE L

George L. Mitchell  
Preparedness Office

MITCHELL

U.S. Department of Homeland Security  
Federal Emergency Management Agency

MITCHELL  
Date: 2024.03.15

10:59:59 -04'00'

FOR OFFICIAL USE ONLY – LAW ENFORCEMENT SENSITIVE

Grant Programs Directorate

Cc: U.S. Customs and Border Protection/ Border Patrol

The following Special Conditions are associated with this Operation Stonegarden award:

1. Construction and construction-type activities are prohibited.
2. Lethal or less than lethal forces including, but not limited to: weapons, firearms, ammunition and tasers are prohibited.
3. Per the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412), the sum of all personnel related expenses shall not exceed 50% of the recipient's allocation without first obtaining a waiver from the FEMA Administrator.
4. All participating agencies shall monitor, review and track expenditures of OPSG funds under individual Operations Orders issued. Participating agencies shall not obligate, and/or encumber OPSG grant funds beyond the total of their allocation issued by FEMA.
5. The Operations Order has been reviewed and approved under the Environmental and Historic Preservation Program (EHP) guidelines as being categorically excluded from further EHP review.
6. Recipients must submit a letter of justification for all proposed vehicles or equipment items in excess of \$100,000. This justification will be reviewed by CBP and FEMA.

**FY 2023 OPERATION STONEGARDEN  
RIVERSIDE COUNTY SHERIFF'S OFFICE - SUB-RECIPIENT**

**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	
Riverside County Sheriff's Department	\$ 259,436	\$ 12,354	\$ -	\$ -	\$ 399,200	\$ -	\$ 27,510	\$ -	\$ 145,000	\$ 843,500
Costa Mesa Police Department	\$ 116,263	\$ -	\$ -	\$ -	\$ 72,000	\$ -	\$ 2,737	\$ -	\$ -	\$ 191,000
Hawthorne Police Department	\$ 106,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,000
Huntington Beach Police Department	\$ 199,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,000	\$ -	\$ 225,000
La Habra Police Department	\$ 65,776	\$ 7,652	\$ -	\$ -	\$ 133,500	\$ -	\$ 1,572	\$ -	\$ -	\$ 208,500
Laguna Beach Police Department	\$ 35,572	\$ 515	\$ -	\$ -	\$ 80,000	\$ -	\$ 4,913	\$ -	\$ -	\$ 121,000
Los Angeles County Sheriff's Department	\$ 885,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 885,000
Newport Beach Police Department	\$ 93,642	\$ 1,358	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 125,000
Seal Beach Police Department	\$ 102,161	\$ 1,481	\$ -	\$ -	\$ 89,000	\$ -	\$ 2,358	\$ -	\$ -	\$ 195,000
<b>Grand Total Riverside County Region</b>	<b>\$ 1,862,850</b>	<b>\$ 23,360</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 803,700</b>	<b>\$ -</b>	<b>\$ 39,090</b>	<b>\$ 26,000</b>	<b>\$ 145,000</b>	<b>\$ 2,900,000</b>



**Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)**  
**FY 2023 Standard Assurances**  
(All OPSG Participating Agencies)

Name of Agency: Riverside County Sheriff's Office  
Address: 4095 Lemon St.  
City: Riverside State: CA Zip Code: 92509

**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;

- (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 2023, Version 2](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.**

Name of Agency: RIVERSIDE COUNTY SHERIFF'S OFFICE  
Signature of Authorized Agent:   
Printed Name of Authorized Agent: CHAS BIANCO  
Title: SHERIFF Date: 4/24/24  
Email Address: jbianco@riversidesheriff.org

**Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)**  
**CERTIFICATION REGARDING LOBBYING UNDER FY2023 OPSG**  
(All OPSG Participating Agencies)

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**Certification for Contracts, Grants, Loans and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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.
2. 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 of Lobbying Activities,' in accordance with its instructions.
3. 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 subrecipients shall certify and disclose accordingly.

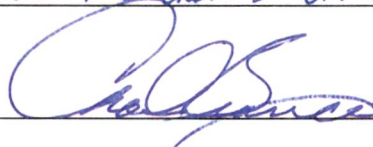
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)**  
**CERTIFICATION REGARDING LOBBYING UNDER FY2023 OPSG**  
(All OPSG Participating Agencies)

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The Subrecipient, as identified below, certifies, or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Name of Agency: RIVERSIDE COUNTY SHERIFF'S OFFICE

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Chad Bianco

Title: SHERIFF Date: 4/24/2024