



County of Los Angeles  
 Sheriff's Department Headquarters  
 4700 Ramona Boulevard  
 Monterey Park, California 91754-2169



JIM McDONNELL, SHERIFF

*A Tradition of Service*

**ADOPTED**

BOARD OF SUPERVISORS  
 COUNTY OF LOS ANGELES

May 05, 2015

46 May 5, 2015

The Honorable Board of Supervisors  
 County of Los Angeles  
 383 Kenneth Hahn Hall of Administration  
 Los Angeles, California 90012

*Patrick O'Quinn*  
 PATRICK O'QUINN  
 ACTING EXECUTIVE OFFICER

Dear Supervisors:

**AGREEMENT FOR PARTICIPATION IN OPERATION STONEGARDEN  
 (ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County Sheriff's Department (Department) seeks authority to execute an Agreement for continued participation in the Operation Stonegarden (OPSG) Grant Program, funded by the United States Department of Homeland Security (DHS), passed through the California Governor's Office of Emergency Services (CalOES), and received and administered by the County of San Diego. Participation in OPSG provides the Department with overtime to combat maritime human trafficking and narcotic smuggling operations in Los Angeles County (County).

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, as an agent for the County, to execute the attached Agreement for the Fiscal Year (FY) 2014 Operation Stonegarden (OPSG) Grant, for continued participation in OPSG for the term from September 1, 2014, through May 31, 2016. Department overtime costs shall be reimbursed by the County of San Diego in an amount not to exceed \$350,000 from the FY 2014 OPSG Grant Program.
2. Delegate authority to the Sheriff to sign and execute all future amendments and modifications to the Agreement, as necessary, for the effective participation in OPSG.
3. Delegate authority to the Sheriff, as an agent for the County, to execute agreements and any amendments, with the State of California (State) and/or local public agencies for participation in joint law enforcement task forces, or for the provision of collaborative investigative assistance, provided the annual amount of reimbursement to the Department under any such agreement does not exceed \$100,000 per year.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Department seeks to enter into the attached Agreement for the participation in the OPSG to enhance law enforcement preparedness and operational readiness along the land and water borders of the United States. 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 and water borders. The OPSG Grant Program aims to increase law enforcement presence in each of the participating law enforcement agency's designated area of jurisdiction in order to support the DHS, Bureau of Customs and Border Protection efforts in the region to improve border security and reduce border related crime. The Department will provide boat and aircraft support for OPSG operations.

The current participating agencies and signatories to the Agreement include the Counties of Monterey, Orange, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Cruz, and Ventura; the Cities of Carlsbad, Chula Vista, Coronado, El Cajon, Escondido, La Mesa, Oceanside, National City, and San Diego; the California Highway Patrol, San Diego Unified Port District, University of California San Diego, and the California Departments of Fish and Wildlife, Motor Vehicles, and Parks and Recreation.

The Department has participated in OPSG since FY 2011 pursuant to earlier agreements. This new Agreement allocates funding in the amount of \$350,000 from the FY 2014 Grant.

## **Implementation of Strategic Plan Goals**

Participation in OPSG relates to the County's Strategic Plan, Goal 3, Integrated Services Delivery. Participation in OPSG leverages resources from the Department and other law enforcement agencies to enhance protection along the land and water borders of the United States.

## **FISCAL IMPACT/FINANCING**

The Department will recover any overtime salary costs and other costs, including but not limited to, overtime expenses, equipment and vehicle purchases, fuel, mileage, flight, and vehicle and equipment maintenance costs incurred in OPSG activities. Reimbursement claims for expenses will be submitted monthly. The County's allocation of \$350,000 for FY 2014 is for overtime costs only.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of the Agreement shall be from September 1, 2014, through May 31, 2016. The County may terminate its participation in the Agreement by providing 90 days advance written notice to the other participating agencies. The Department will provide its personnel assigned to OPSG with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform OPSG activities.

The County agrees to defend and indemnify the County of San Diego for any claim, action, or proceeding against the County of San Diego arising solely out of the acts or omissions of the County in the performance of the Agreement. Each party to the Agreement agrees to defend itself from any

claim, action, or proceeding arising out of concurrent acts or omissions of the parties. In such a case, each party agrees to retain its own legal counsel, bear its own defense costs, and waive its right to seek reimbursement of such costs except where a court finds and allocates comparative fault.

Board approval is required for this Agreement, as the participating agencies are State and local agencies, and the funding amount exceeds the authority previously delegated by the Board to the Sheriff on May 16, 2000.

County Counsel has reviewed and approved the attached Agreement as to form.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

None. The Department will provide the personnel and resources required for participation in OPSG.

**CONCLUSION**

Upon Board approval, it is requested that the Executive Officer-Clerk of the Board return one original adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and a cursive "McDonnell".

JIM McDONNELL

Sheriff

JM:RZ:rz

Enclosures

**AGREEMENT FOR THE  
FISCAL YEAR 2014 OPERATION STONEGARDEN (OPSG) GRANT**

**PARTIES TO THE AGREEMENT**

This 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 EL CAJON, the CITY OF ESCONDIDO, the CITY OF LA MESA, the CITY OF NATIONAL CITY, the CITY OF OCEANSIDE, the CITY OF SAN DIEGO ("CITIES"), the SAN DIEGO UNIFIED PORT DISTRICT ("SDUPD"), 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 SANTA CRUZ ("SCC"), the COUNTY OF VENTURA ("VC"), the CALIFORNIA HIGHWAY PATROL ("CHP"), the CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ("DFW"), the CALIFORNIA DEPARTMENT OF MOTOR VEHICLES ("DMV"), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR"), collectively the "PARTIES", for program support of the Operation Stonegarden Grant ("OPSG")."

**PARTY DEPARTMENTS OR AGENCIES PARTICIPATING IN THE AGREEMENT**

For the COUNTY, participating agencies are Probation Department and the Sheriff's Department ("SHERIFF"). For the CITIES and SDUPD, and University, participating agencies are their respective police department. For LAC, MC, OC, SLOC, SMC, SBC, SCC, and VC, participating agencies are their respective Sheriff's Department. CHP, DFW, DMV, and DPR do not have subordinate agencies or department participants.

**RECITALS**

**R.1** COUNTY through SHERIFF requested and received funds from the U.S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (CalOES), under the Fiscal Year (FY) 2014 Operation Stonegarden Grant (OPSG) Program.

**R.2** 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.

**R.3** Government Code §55632 authorizes COUNTY through SHERIFF and PARTIES, to contract with SHERIFF for provision of joint law enforcement services.

**R.4** PARTIES desire to enter into an agreement with provisions concerning the nature and extent of OPSG collaboration, services rendered, and compensation.

**R.5** COUNTY, by action of the Board of Supervisors Minute Order No. 2 on January 27, 2015, approved and authorized the SHERIFF to execute expenditure contracts to use FY2014

OPSG funds to reimburse all PARTIES for overtime expenses; equipment and vehicle purchases; fuel, mileage, flight, and vehicle and equipment maintenance costs incurred in OPSG activities not to exceed the amounts described in Exhibit A – Budget Worksheet, during the project period September 1, 2014 through May 31, 2016.

**R.6** PARTIES agree to maintain documentation supporting all expenditures reimbursed from OPSG grant funds, ensure all expenditures are allowable under grant requirements, adhere to their jurisdictions authorized procurement methods and comply with the Single Audit Act and OMB Circular A-133 regarding an organization-wide financial and compliance audit reports if \$500,000 or more of OPSG federal funds are expended in a fiscal year. The documentation and records shall be maintained and retained in accordance with OPSG grant requirements and shall be available for audit and inspection.

(a) For accounting purposes, the following is a description of OPSG funds: Federal Grantor Agency: U.S. Department of Homeland Security; Pass Through Agency: California Governor's Office of Emergency Services (CalOES); Program Title: Homeland Security Grant Program; Federal CFDA Number: 97.067.

**R.7** PARTIES agree to each of the following Exhibits:

- (a) Exhibit A – FY 2014 Budget Worksheet
- (b) Exhibit B – FY 2014 Grant Assurances
- (c) Exhibit C – FY 2014 OPSG Operations Order
- (d) Exhibit D - FY 2014 Homeland Security Grant Program Funding Opportunity Announcement (FOA), which can be referenced at [http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY\\_2014\\_HSGP\\_FOA\\_Final.pdf](http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf)
- (e) Exhibit E – FY 2014 The Operation Stonegarden Grant Program State Supplemental Guidance ("Guide"), which can be referenced at <http://caloes.ca.gov/EMS-HS-HazMat/Pages/Operation-Stonegarden-Program-Documents.aspx>
- (f) Exhibit F – 44 CFR Part 13— Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments ("44 CFR Part 13")

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

## **AGREEMENT**

### **1. Purpose And Intent**

The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by the U.S. Department of Homeland Security passed through the California Emergency Management Agency, under the Operation Stonegarden Grant.

### **2. SCOPE OF SERVICES**

#### **2.1 Method of Service Delivery**

SHERIFF will maintain the OPSG grant and will be administratively responsible for coordination of PARTIES' obligations under this Agreement. The SHERIFF'S OPSG

program will be staffed as described in section 4. Standards of Service: Obligations of the PARTIES.

**2.2 Overview Of Basic Services**

PARTIES will provide OPSG activities (“Activities”) by increasing law enforcement presence in their designated areas of jurisdiction and in coordination with other OPSG partner agencies in order to support the U. S. Department of Homeland Security, Bureau of Customs and Border Protection efforts in the region to improve border security. The PARTIES will enforce local and state laws and will not enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

**3. TERM OF AGREEMENT**

**3.1 Initial Term**

The term of this Agreement shall be retroactive to 12:01 a.m. on September 1, 2014, and shall continue in effect through and terminate at midnight on May 31, 2016; subject to the termination provision in section 3.2.

**3.2 Termination**

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

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

**4.1 Anticipated Outcome**

The anticipated outcome of the OPSG Activities to be provided by PARTIES under this Agreement is increased law enforcement presence in each respective PARTY’s designated area of jurisdiction in order to support the U. S. Department of Homeland Security, Bureau of 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 2014 OPSG Operations Order, to this Agreement.

**4.1.1** 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.

**4.1.2** Increase intelligence/information sharing among PARTIES, including but not limited to the following activities:

**4.1.2.1** Conduct bi-monthly meetings with a minimum of one representative from each PARTY.

**4.1.2.2** Increase information sharing during operations.

**4.1.3** Prior to OPSG Operations, PARTIES Designated Coordinator, as outlined in Section 4.2.3, should submit an Operations Plan to the Integrated Planning Team (IPT) at least 72 hours prior to the operation. The IPT is comprised of the SHERIFF and US Border Patrol sworn grant representatives. The role of the IPT is to work together to provide support and

guidance to the local, state and federal law enforcement stakeholders within the grant. The Operations Plan is to be submitted via email to the current IPT point of contact and to SDCOPSG2008@cbp.dhs.gov.

**4.1.4** At the conclusion of each shift (Operation) funded by OPSG, state/local law enforcement officers in each agency will complete a Daily Activity Report (DAR). The DAR will be submitted via email to Customs and Border Protection Sector Headquarters at: SDCOPSG2008@cbp.dhs.gov and SHERIFF at: [stonegarden@sdsheriff.org](mailto:stonegarden@sdsheriff.org). The work week for OPSG is Wednesday – Tuesday.

**4.1.5** At the conclusion of each shift (Operation) funded by OPSG, the Operations Coordinator will email all backup source documents (e.g. arrest reports, citations, field interviews, etc.) to SDCOPSG2008@cbp.dhs.gov for review.

**4.1.6** Each partner agency will send their weekly/bi-weekly/monthly OPSG schedule (whichever applies), utilizing the appropriate format, to the current IPT point of contact and to [SDCOPSG2008@cbp.dhs.gov](mailto:SDCOPSG2008@cbp.dhs.gov) as it becomes available. All schedules will be compiled and sent to the Law Enforcement Coordination Center (LECC).

## **4.2 Personnel Qualifications And Assignment**

### **4.2.1 Qualifications**

Each PARTY shall ensure that personnel it assigns to perform activities pursuant to this Agreement meet the minimum qualification for their specific classification.

### **4.2.2 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.

### **4.2.3 Designated Coordinators**

SHERIFF shall select and designate a Coordinator, at the rank of Sheriff's Lieutenant, who shall manage and direct the OPSG program. 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.

**4.2.4 Staffing for Basic Services**

PARTIES shall ensure that adequate numbers of their qualified respective personnel are provided to OPSG Activities 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.

**4.2.5 Equipment and Supplies**

COUNTY through SHERIFF will provide SHERIFF OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform OPSG Activities. Similarly, County Participating Agency and all Non-County 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 OPSG Activities unless otherwise specified in Exhibit C.

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

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

**5. COST OF SERVICES/CONSIDERATION**

**5.1 General**

**5.1.1** As full consideration for the satisfactory performance and completion by PARTIES of Activities set forth in this Agreement, COUNTY through SHERIFF shall reimburse PARTIES for personnel assigned to perform OPSG Activities on the basis of claims and submittals as set forth hereunder. Such payments by COUNTY through SHERIFF are dependent on the continued availability of funds from the U.S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (CalOES).

**5.1.2** PARTIES agree that awarded funds, identified as allowable costs, as set forth in Exhibit D shall be expended only for Activities, operating expenses, and equipment as detailed in Exhibit A – FY 2014 Budget Worksheet and that unallowable costs are not reimbursable as set forth in Exhibit D.

**5.1.3** 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 the COUNTY through SHERIFF. SHERIFF shall make any necessary adjustments to PARTY claims to correct for previous overpayment and disallowances or underpayments.

**5.2 Project Costs/Rate of Compensation**

COUNTY through SHERIFF shall reimburse PARTIES for overtime worked by personnel assigned to perform OPSG Activities and shall reimburse for equipment and vehicle purchases, equipment and vehicle maintenance, flight costs, fuel, and mileage based upon available funding and the actual costs incurred by PARTIES to provide Activities, purchase and



maintain equipment and vehicles, flight costs, fuel, and mileage, under this Agreement, provided the costs were included in the approved Operations Order.

**5.3 Method of Payment**

PARTIES shall submit correct and complete reimbursement forms, labor reports, timesheets, corresponding Daily Activity Reports, equipment invoices and purchase orders as documentation that represents amounts to be reimbursed under this Agreement to SHERIFF within 90 days from the date expenditure was incurred. All requests for reimbursement shall be sent to: San Diego County Sheriff's Department, Grants Unit, Ref: OPSG, P. O. Box 939062, San Diego, CA 92193.

**5.3.1** Reimbursement forms and invoices must have the signature of PARTY's Authorized Agent, certifying that the invoice, labor reports and timesheets are true and correct.

**5.3.2** 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 overtime worked and fringe benefit rate and cost. 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.

**5.3.3** Within ninety (90) business days upon receipt of valid invoice and complete documentation, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

**5.3.4** Each PARTY is responsible for tracking the claims submitted by their agency to ensure the total claims do not exceed the Agency allocations provided in Exhibit A.

**5.4 Reimbursement Disallowances**

PARTIES who do not comply with the procedures set forth in Section 5.3 are at risk of having any incurred expenditures disallowed for reimbursement by SHERIFF. If a PARTY fails to submit claims for reimbursement within the provided time period for reimbursement, they will be formally notified by SHERIFF that the claims are past due and any funds allocated to that PARTY for the time period can be redistributed among other participating agencies.

**6. PROGRAM/FINANCIAL ADMINISTRATION**

**6.1** PARTIES shall use Exhibit D and E for the applicable grant year developed by the DHS and CalOES, and Exhibit F – 44 CFR Part 13, as the primary reference and day-to-day management tool in all programmatic, financial, and grant administration matters. The Guide, FOA and 44 CFR Part 13 shall be used in conjunction with the provision of the CFRs (Code of Federal Regulations) and OMB (Office of Management and Budget) Circulars, G&T (Grants & Training) information bulletins, and CalOES policy, regulations, and statutes.

**6.1.1 Contract Provisions**

PARTIES shall ensure that ALL contracts are adhering to the 13 required provisions found in Exhibit F - 44 CFR, Part 13, Subpart C, Section 13.36 (i). Reimbursement claims associated with contracts that are found to be in non-compliance with the required 13 provisions will be denied.

**6.1.2 Sole Source Purchases**

PARTIES must request and receive prior approval from CalOES, through SHERIFF, for any sole source procurement of goods or services per 44 CFR Section 13.36.

**7. INDEMNIFICATION RELATED TO WORKERS COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES**

**7.1 Workers Compensation And Employment**

**7.1.2** 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.

**7.1.2** 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 agency or any contract labor provider retained by the 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 law enforcement agency or any contract labor provider retained by the law enforcement agency.

**7.2 Indemnification Related To Acts Or Omissions; Negligence**

**7.2.1 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.

**7.2.2 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 7.2.4 below.

**7.2.3 Joint Defense**

Notwithstanding paragraph 7.2.2 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 4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

**7.2.4 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.

**8. GENERAL PROVISIONS**

**8.1 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

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

To Non-County PARTIES:

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

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

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

Chief of Police  
El Cajon Police Department  
100 Civic Center Way  
El Cajon, CA 92020-3916

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

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

Chief of Police  
San Diego Police Department  
1401 Broadway,  
San Diego, CA 92101

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

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

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

Chief of Enforcement  
California Department of Fish and Wildlife  
1416 9<sup>th</sup> Street, Room 1326  
Sacramento, CA 95829

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

Chief of Police  
Oceanside Police Department  
3855 Mission Ave  
Oceanside, CA 92058

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

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

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

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

Sheriff  
Santa Cruz Sheriff's Office  
701 Ocean Street Room 340  
Santa Cruz, CA 95060

Chief  
California Highway Patrol  
9330 Farnham St.  
San Diego, CA 92123

Chief of Investigations Division  
California Department of Motor  
Vehicles  
2120 Broadway,  
Sacramento CA 95818

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.

**8.2 Amendment**

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.

**8.3 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.

**8.4 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.

**8.5 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.

**8.6 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.

**8.7 Cooperation**

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

**8.8 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.

**8.9 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.

**8.10 Representation**

PARTIES' Chief, or their respective designee, shall represent PARTIES in all discussions pertaining to this Agreement. SHERIFF, or his or her designee, shall represent SHERIFF in all discussions pertaining to this Agreement.

**8.11 Dispute Resolution Concerning Services and Payment**

In the event of any dispute concerning services and payment arising from this Agreement, the SHERIFF, or his or her designee, and PARTIES' Chief of Police, or his or her respective designee, will meet and confer within 10 (ten) business days after receiving notice of the dispute to resolve the dispute.

**8.12 Termination of Funding**

In the event that funding for reimbursement of costs related to OPSG Activities 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 OPSG Activities as described herein. In such event, the COUNTY through SHERIFF and PARTIES shall meet immediately, and if agreed upon by the COUNTY through SHERIFF and PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of OPSG Activities through alternate means.

**8.13 Obligation**

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

**8.14 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 have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

---

William D. Gore  
Sheriff

**CARLSBAD POLICE  
DEPARTMENT**

---

Gary Morrison  
Chief

**CORONADO POLICE  
DEPARTMENT**

---

Jon Froomin  
Chief

**ESCONDIDO POLICE  
DEPARTMENT**

---

Craig Carter  
Chief

**NATIONAL CITY  
POLICE DEPARTMENT**

---

Manuel Rodriguez  
Chief

**COUNTY OF SAN DIEGO  
PROBATION DEPARTMENT**

---

Mack Jenkins  
Chief

**CHULA VISTA  
POLICE DEPARTMENT**

---

David Bejarano  
Chief

**CITY OF EL CAJON**

---

Douglas Williford  
City Manager

**LA MESA POLICE  
POLICE DEPARTMENT**

---

Ed Aceves  
Chief

**OCEANSIDE POLICE  
DEPARTMENT**

---

Frank McCoy  
Chief

**SAN DIEGO POLICE  
DEPARTMENT**

---

Shelley Zimmerman  
Chief

**SAN DIEGO HARBOR POLICE  
DEPARTMENT**

---

John Bolduc  
Chief

**LOS ANGELES COUNTY SHERIFF'S  
DEPARTMENT**

---

Jim McDonnell  
Sheriff

**ORANGE COUNTY  
SHERIFF'S DEPARTMENT**

---

Sandra Hutchens  
Sheriff

**SAN MATEO COUNTY  
SHERIFF'S OFFICE**

---

Greg Munks  
Sheriff

**CITY OF SAN DIEGO**

---

Mayor Kevin L. Faulconer  
or Designee

**UNIVERSITY OF CALIFORNIA  
SAN DIEGO POLICE DEPARTMENT**

---

David S. Rose  
Chief

**MONTEREY COUNTY  
SHERIFF'S OFFICE**

---

Scott Miller  
Sheriff-Coroner

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

---

Ian Parkinson  
Sheriff

**SANTA BARBARA COUNTY  
SHERIFF'S OFFICE**

---

Bill Brown  
Sheriff-Coroner



**SANTA CRUZ COUNTY  
SHERIFF'S OFFICE**

\_\_\_\_\_  
Jim Hart  
Sheriff

**CALIFORNIA HIGHWAY  
PATROL**

\_\_\_\_\_  
Jim Abele  
Chief, Border Division

**CALIFORNIA DEPARTMENT  
OF MOTOR VEHICLES**

\_\_\_\_\_  
Frank Alvarez  
Chief, Investigations

Approved as to form and legality:  
**SAN DIEGO COUNTY COUNSEL**

\_\_\_\_\_  
William L. Pettingill  
Senior Deputy

Approved as to form and legality:  
**ORANGE COUNTY COUNSEL**

\_\_\_\_\_  
Nicole A. Sims  
Senior Deputy

**VENTURA COUNTY SHERIFF'S  
OFFICE**

\_\_\_\_\_  
Geoff Dean  
Sheriff

**CALIFORNIA DEPARTMENT  
OF FISH AND WILDLIFE**

\_\_\_\_\_  
Karen Edgren  
Chief, Business Management Branch

**CALIFORNIA DEPARTMENT  
OF PARKS AND RECREATION**

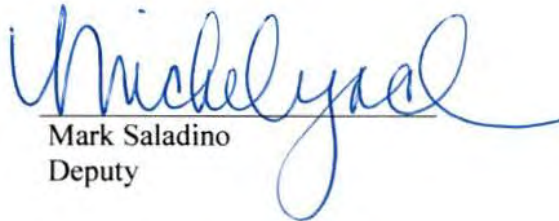
\_\_\_\_\_  
Garratt Aitchison  
(A) District Superintendent

Approved as to form and legality:  
**JAN GOLDSMITH, CITY ATTY.,  
CITY OF SAN DIEGO**

\_\_\_\_\_  
Paige E. Folkman  
Deputy City Attorney

Approved as to form ~~and legality~~:  
**LOS ANGELES COUNTY COUNSEL**

\_\_\_\_\_  
Mark Saladino  
Deputy



**FY 2014 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	1,803,085	141,438	-	87,750	656,000	-	46,722	5,000	86,410	-	2,326,405	
San Diego County Probation	47,156	2,844	-	-	-	-	-	-	-	-	50,000	
Carlsbad Police Department	57,974	841	-	-	-	-	5,206	-	-	-	64,021	
Chula Vista Police Department	144,954	-	-	-	-	-	-	-	-	-	144,954	
Coronado Police Department	24,110	350	-	-	40,174	-	540	-	-	-	65,174	
El Cajon Police Department	23,549	1,451	-	-	79,000	-	-	-	-	-	104,000	
Escondido Police Department	47,183	2,817	-	-	-	-	-	-	-	-	50,000	
La Mesa Police Department	51,688	7,002	-	-	-	-	1,707	-	-	-	60,397	
National City Police Department	35,620	3,982	-	-	26,667	-	2,676	-	-	-	68,945	
Oceanside Police Department	56,177	815	-	-	58,276	18,008	-	-	-	-	133,276	
San Diego Harbor Police	144,230	18,750	11,250	-	-	56,160	3,700	-	-	-	234,080	
San Diego Police Department	147,856	2,144	-	-	-	-	-	-	-	-	150,000	
University of California San Diego Police Department	19,446	2,454	-	-	10,260	-	3,100	-	-	-	35,260	
LA County Sheriff's Department	350,000	-	-	-	-	-	-	-	-	-	350,000	
Orange County Sheriff's Department	151,016	13,516	10,000	-	-	25,468	-	-	-	-	200,000	
San Luis Obispo County Sheriff's Office	198,629	25,425	9,990	-	60,000	6,942	-	-	-	-	300,986	
Santa Barbara County Sheriff's Office	179,510	-	-	-	91,400	10,800	14,052	7,029	-	-	302,791	
Ventura County Sheriff's Office	213,289	16,146	-	-	50,000	-	7,157	4,998	-	-	291,590	
Monterey County Sheriff's Office	38,640	560	-	-	-	-	-	10,800	-	-	50,000	
Santa Cruz County Sheriff's Office	37,457	543	-	-	-	-	-	-	-	-	38,000	
San Mateo County Sheriff's Office	45,057	4,943	-	-	-	-	-	-	-	-	50,000	
CA Highway Patrol	301,782	7,092	-	-	-	-	83,709	-	-	-	392,583	
CA Department of Fish and Wildlife	50,400	3,856	-	-	-	-	6,141	-	-	-	60,397	
CA Department of Motor Vehicles, Investigators	79,520	1,153	-	6,306	-	-	3,617	-	-	-	90,596	
CA Department of Parks and Recreation	309,577	4,489	-	-	201,000	-	-	-	-	-	515,066	
<b>Grand Total San Diego County Region</b>	<b>\$ 4,557,905</b>	<b>\$ 262,611</b>	<b>\$ 31,240</b>	<b>\$ 94,056</b>	<b>\$ 1,272,777</b>	<b>\$ 117,378</b>	<b>\$ 178,327</b>	<b>\$ 27,827</b>	<b>\$ 86,410</b>	<b>\$</b>	<b>\$ 6,528,531</b>	

**Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)**  
**FY 2014 Grant Assurances**  
 (All OPSG Participating Agencies)

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

As the duly authorized representative of the grant recipient, I certify that the agency named above:

1. Will assure that the Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this revenue, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the FY2014 Homeland Security Grant Program Funding Opportunity Announcement, the California Supplement to the FY2014 Homeland Security Grant Program Funding Opportunity Announcement, and all applicable laws and regulations.
2. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2014 Operation Stonegarden Grant Program application. Further, use of FY2014 funds is limited to those investments included in the California FY2014 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.
3. Understands that in the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.
4. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES).
5. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program and Urban Area Security Initiative) or fiscal years.
6. Will comply with any cost sharing commitments included in the FY2014 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.
7. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.

8. Will give the DHS/FEMA, the General Accounting Office, the Comptroller General of the United States, the Cal OES, the Office of Inspector General, and the San Diego County Sheriff's Department, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the award, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by DHS/FEMA or Cal OES, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.
9. Agrees, and will require any subrecipient, contractor, successor, transferee, and assignee to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
  - a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS or Cal OES.
  - b. Recipients must give DHS and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS and Cal OES program guidance, requirements, and applicable laws.
  - c. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance, and recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
  - d. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/Cal OES awarding office and the DHS Office of Civil Rights and Civil Liberties.
  - e. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
10. Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement, or detailed in the program guidance.
11. Will initiate and complete the work within the applicable timeframe (subgrantee performance period), in accordance with grant award terms and requirements, after receipt of approval from Cal OES and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.
12. Will provide timely, complete and accurate progress reports, and maintain appropriate support documentation to support the reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP), within 45 (forty-five) days of the award, and update these reports and related documentation via the Grant Reporting Tool (GRT) twice each year.
13. Will provide timely notifications to Cal OES of any developments that have a significant impact on award-supported activities, including changes to key program staff.
14. Agrees to be non-delinquent in the 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 and form SF-424B, item number 17 for additional information and guidance.
15. Will comply with the requirements of 31 U.S.C. § 3729, which set forth that no subgrantee, recipient or subrecipient of federal payments, shall submit a false claim for payment, reimbursement, or advance.

Administrative remedies may be found in 38 U.S.C. §§ 3801-3812, addressing false claims and statements made.

16. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
17. Will comply with the Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), which are also located found within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; will comply with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.
18. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide; OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230; and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as applicable.
19. Will comply with all provisions of the Federal Acquisition Regulations, including but not limited to Title 48 CFR Part 31.2, part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
20. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
21. 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 for themselves or others, particularly those with whom they have family, business, or other connections.
22. Understands and 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, at any level of government, without the express prior written approval from DHS/FEMA and Cal OES.
23. Will comply with all applicable lobbying prohibitions and laws, including those found 31 U.S.C. § 1352., and agrees that none of the funds provided under this award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal of any Federal contract, grant, loan, or cooperative agreement.
24. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.
25. Will comply with Title 2 of the Code of Federal Regulations Part 225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.
26. Will ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Subgrantees and subrecipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

27. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of structures.
28. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:
- a. Title VI of the Civil Rights Act of 1964, Public Law 88-352, (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of gender in educational programs and activities. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.
  - c. The Americans with Disabilities Act, as amended, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12101 et seq.).
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
  - g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
  - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq., as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
  - i. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
  - j. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.
  - k. The requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
  - l. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
  - m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
  - n. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
29. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]), which provides 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 interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
30. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.

31. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Agrees not to undertake any project having the potential to impact EHP resources without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA and Cal OES funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/ and Cal OES and the appropriate State Historic Preservation Office.
32. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Subgrantees must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their Cal OES program representative, for processing by the DHS/FEMA GPD EHP.
33. Grant recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at: [www.fema.gov/doc/government/grant/bulletins/info329\\_final\\_screening\\_memo.doc](http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc).
34. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal OES and the DHS/FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
35. Will provide any information requested by DHS/FEMA/ and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:
  - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
  - b. Notification of violating facilities pursuant to EO 11738.
  - c. 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.).
  - d. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
  - e. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098, and California Code of Regulations, Title 14, Chapter 3 §§ 15000-15007.
  - f. 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.
  - g. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC § 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
36. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.
37. Agrees that subgrantees and subrecipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where

appropriate. Subgrantees and subrecipients may also find DHS Privacy Impact Assessments, guidance and templates online at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_template.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf), respectively.

38. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.
39. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all subgrantees, recipients, and subrecipients 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, 15 U.S.C. § 2225.
40. Will comply with the 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.
41. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
42. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient must affix the applicable copyright notices of 17 U.S.C. section 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations). The recipient agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
43. Recipients receiving Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
  - a. Promptly return to the State of California all funds received which exceed the approved, actual expenditures as determined by the Federal or State government.
  - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
  - c. Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
  - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.
  - e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
44. Understands that recipients who receive 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.

45. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
46. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
47. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and granted access to such information by appropriate authorities.
48. Agrees that where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subrecipient, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
49. Immediately upon determination by the award recipient that funding under this award may be used to support a contract, subaward, or other agreement involving access to classified national security information pursuant to paragraph 47, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, and the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:  
Telephone: 202-447-5346  
Email: [DD254AdministrativeSecurity@dhs.gov](mailto:DD254AdministrativeSecurity@dhs.gov)  
Mail: Department of Homeland Security  
Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, D.C. 20528

50. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential subrecipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.

For purposes of this award term, the following definitions will apply:

- a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>.
- b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25,

subpart C, as a Governmental organization, which is a State, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.

- c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see section 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
  - d. "Subrecipient" means an entity that receives a subaward from you under this award, and is accountable to you for the use of the Federal funds provided by the subaward.
51. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c 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 sub-agreements.
52. Agrees that equipment acquired or obtained with grant funds:
- a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement, in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the agency, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
  - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
53. Will comply with Homeland Security Presidential Directive (HSPD)-5, Management of Domestic Incidents. The adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
54. Will comply with OMB Standard Form 424B Assurances – Non construction Programs, whereby the awarding agency may require subgrantees and subrecipients to certify to additional assurances.
55. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the agency will provide protection against waste, fraud and abuse, by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Agency certifies that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, 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 (1)(b) of

- this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- d. 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.
56. Will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
57. Will obtain, via Cal OES, the prior approval from DHS on any use of 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.
58. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
59. Will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect, or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
60. Will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and services. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Recipient shall comply with DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011), resulting from Executive Order 13166. For assistance and information regarding LEP obligations, refer to DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
61. Will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
62. Will comply with the requirements of the Federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

63. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
64. Will comply with the requirements of section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
65. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private agencies for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
66. Will comply with the requirements of Executive Order 11990, which provides that federally-funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
67. Will 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. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
68. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
  - a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
  - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2013, the obligation must be reported by no later than December 31, 2013.)
  - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal OES. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report subrecipient executive total compensation to Cal OES by the end of the month following the month during which you make

the subaward. Exemptions include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

- d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
- i. the total Federal funding authorized to date under this award is \$25,000 or more;
  - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.

69. Understands that failure to comply with any of these assurances may result in suspension, termination, or reduction of grant funds.

70. The undersigned represents that he/she is authorized by the above named agency to enter into this agreement for and on behalf of the said agency.

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

**MARK J. SALADINO**  
County Counsel

By   
Deputy