



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

SACHI A. HAMAI
Chief Executive Officer

DATE: Wednesday, July 8, 2020
TIME: 11:00 a.m. (New Start Time)

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL
TELECONFERENCE NUMBER: (323) 776-6996 ID: 532591688#**

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

- 1. CALL TO ORDER**
- 2. INFORMATIONAL ITEM(S)** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. Board Letter:**
APPROVE THE ACCEPTANCE OF GRANT FUNDS FROM THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION-CALIFORNIA CLIMATE INVESTMENTS-FIRE PREVENTION GRANTS AND APPROVE APPROPRIATION ADJUSTMENT FY 2020/21
Speaker: Debbie Aguirre (Fire)
- 3. PRESENTATION/DISCUSSION ITEM(S):**
 - A. Board Letter:**
ACCEPT GRANT AWARD FROM UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE, CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM FY 2020
Speakers: Karen Anderson and Elida Rodriguez (Sheriff)
 - B. Board Letter:**
ACCEPT 2019 URBAN AREA SECURITY INITIATIVE GRANT FUNDS
Speaker: Craig Hirakawa (CEO)
- 4. PUBLIC COMMENT**
(2 minutes each speaker)
- 5. ADJOURNMENT**

Wednesday, July 8, 2020

6. UPCOMING ITEMS:

A. Board Letter:

APPROVAL OF AMENDMENT NO. 6 TO EXTEND THE PERIOD OF PERFORMANCE OF THE COUNTY'S AGREEMENT WITH SOURCECORP, BPS INC. (SOURCECORP)

Speaker: Ali Farahani (Information Systems Advisory Board)



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

MARK RIDLEY-THOMAS
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

"Proud Protectors of Life, Property, and the Environment"

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

July 21, 2020

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE THE ACCEPTANCE OF GRANT FUNDS FROM THE CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION-CALIFORNIA CLIMATE
INVESTMENTS-FIRE PREVENTION GRANTS AND APPROVE APPROPRIATION
ADJUSTMENT FY 20/21
(ALL SUPERVISORIAL DISTRICTS) (4-VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors (Board) approval to accept grant funds from the California Department of Forestry and Fire Protection (CAL FIRE) – California Climate Investments (CCI) Fire Prevention (FP) Grants for the Big Rock Fuel Reduction Project – Goat Vendor (19-FP-LAC-2099), and approval of an Appropriation Adjustment. The project objective is to reduce hazardous fuel by using goats to reduce highly flammable vegetation in open space areas where terrain is not easily accessible by standard removal procedures within the community of Big Rock. The terrain is exceptionally steep for crews to work safely or to conduct mechanical removal. An added benefit of utilizing goats, is the ability to be selective and target invasive plant species first, ensuring healthier landscape in addition to fire hazard reduction.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF
THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Authorize the Fire Chief, or his designee to accept the grant award in the amount of \$89,700 to reduce hazardous fuel by using goats to reduce highly flammable vegetation in open space areas within the community of Big Rock.
2. Approve an appropriation adjustment in the amount of \$90,000 from the CAL FIRE and CCI Fire Prevention Grants Program to increase the Fire Department - Executive Budget Unit's Services and Supplies (S&S) by \$90,000 for the Big Rock Fuel Reduction Project – Goat Vendor.

3. Approve and delegate authority to the Fire Chief, or his designee, to execute any grant agreement and all future amendments, extensions, augmentations, and request for reimbursement to meet the conditions of the grant award.
4. Authorize the District's Forestry Division Chief to approve grant reimbursement invoices related to the grant award.
5. Authorize the Fire Chief to accept future grants from CAL FIRE with approval from County Counsel not to exceed \$500,000 per grant related for the removal of dead/dying trees, systemic pesticides applications to trees, and vegetation removal to improve fuel reduction. Board memo notification will be sent upon grant award.
6. Full CEQA review is not required for this project, however, pursuant to the Los Angeles County Fire Department policy, an Environmental Review Report Form for an exempt project (ERRF) will be completed and a Notice of Exemption will be filed to allow public comment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This request is for a hazard fuel reduction project using goats to reduce highly flammable vegetation in open space areas, and terrain not easily accessible by standard removal procedures within the community of Big Rock, which has hundreds of homes that would receive almost direct flame impingement if there was a wildfire. The terrain is exceptionally steep for crews to work safely or to conduct mechanical removal. An added benefit of utilizing goats is the ability to be selective and target invasive plant species first, ensuring healthier landscape in addition to fire hazard reduction.

The Big Rock Fuel Reduction Project would reduce the total amount of wildfire around the Big Rock community by providing a strong, defensible fuel break and defensible space for fire fighters. Clearing this area is also a part of the Strategic Fire Plan as this area has not experienced a wildfire since the Old Topanga Fire of 1993 and has been overrun by invasive species such as pampas grass and fountain grass providing dense pockets of ladder fuels to ignite and carry wildfire into the thicker scrub and brush along the mountain side. The project site is located 4.5 miles east of the Woolsey Fire Burn Scar and has received many community complaints as it worries constituents to the threat it presents to the east side of the Malibu community.

Mitigating a vegetation fire risk would also reduce greenhouse gas (GHG). According to the California Air Resources Board, the 97,000-acre Woolsey Fire of 2018 generated an "estimated 2 million metric tons of greenhouse gases." This equates to nearly 20.62 metric tons of GHG per acre that were released during the Woolsey Fire and by this approximate calculation, this project would potentially save 500 metric tons of GHG (with similar heat/vegetation) from being emitted and provide even greater benefits in long term fire prevention.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the County's Strategic Plan, Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

Following your Board's approval of the recommended appropriation adjustment in the amount of \$90,000, the grant will increase the Fire Department - Executive Budget Unit's Services and Supplies appropriation by \$90,000. There is a cost share of \$16,000 which is included in the District's FY 2020-21 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CAL FIRE has provided the District with specific guidelines, reports, and expenditure procedures for the administration and management of the CAL FIRE CCI FP Grants. Unless an amendment is approved by CAL FIRE the grant performance ends January 31, 2024.

ENVIRONMENTAL DOCUMENTATION

Full CEQA review is not required for this project, however, pursuant to the Los Angeles County Fire Department policy, an Environmental Review Report Form for an exempt project (ERRF) will be completed and a Notice of Exemption will be filed to allow public comment.

CONTRACTING PROCESS

The purchase of this service, hiring a goat vendor to reduce hazardous fuel by using goats to reduce highly flammable vegetation in open space areas within the community of Big Rock, is a commodity under the statutory authority of the County Purchasing Agent. The purchase will be requisitioned through, and accomplished by, the Purchasing Agent in accordance with the County's purchasing policies and procedures.

IMPACT OF CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow this project to reduce highly flammable vegetation which harbor GHG, to be removed to decrease risk of wildfire around the Big Rock community by providing a strong, defensible fuel break and address existing fire hazards. This project will become a permanent feature for the Los Angeles County Strategic Fire Plan. Once completed, the site will be monitored on a five-year cycle to ensure it does not become a fire hazard once again.

The Honorable Board of Supervisors

July 21, 2020

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CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped copy of this letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office

Attention: Debbie Aguirre, Chief of Staff
1320 North Eastern Avenue
Los Angeles, CA 90063

Debbie.Aguirre@fire.lacounty.gov

The District contact may be reached at (323) 881-6180.

Respectfully submitted,

DARYL L. OSBY
FIRE CHIEF

DLO:cr

Enclosures

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



April 8, 2020

Theron Cheatham
Los Angeles County Fire Department
1320 N. Eastern Ave
Los Angeles, CA 90063

5GG19121; Big Rock Fuel Reduction Project - Goat Vendor

This agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Ron Durbin at (818) 890-5758 if you have questions concerning services to be performed.
Please contact Bobby Nguyen at (916) 651-6620 if you have any administrative questions or concerns.

1. Full grant agreement including terms and conditions, grant application form, scope of work, budget and map enclosed. Print (single sided) and return two (2) sets of agreements with original signatures in blue ink to be received by CAL FIRE no later than **August 21, 2020**.

Return all originals and requested documents for further processing to:
Department of Forestry and Fire Protection
Attention: GMU/CCI FP
P.O. Box 944246
Sacramento, CA 94244-2460

Alternatively, you may opt to sign and scan the agreement back to your grant analyst in lieu of mailing it in.
Additionally, the use of an electronic signature will be considered acceptable at this time.

2. Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

A handwritten signature in black ink, appearing to read "Bobby Nguyen".

Bobby Nguyen
Grants Analyst
Grants Management Unit

Enclosures

**State of California
Dept. of Forestry and Fire Protection (CAL FIRE)
Office of the State Fire Marshal
GRANT AGREEMENT**

APPLICANT: Los Angeles County Fire Department
PROJECT TITLE: Big Rock Fuel Reduction Project - Goat Vendor
GRANT AGREEMENT: 5GG19121

PROJECT PERFORMANCE PERIOD IS from Upon Approval through January 31, 2024.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Hazard fuel reduction project using goats to reduce highly flammable vegetation in open space areas and terrain normally not accessible by standard removal procedures within the community of big rock.

Total State Grant not to exceed \$ 89,700.00 (or project costs, whichever is less)

***The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.**

Los Angeles County Fire Department

Applicant

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

By _____

Signature of Authorized Representative

By _____

Name & Title: _____

Title: **Mike Richwine, State Fire Marshal, Acting**

Date _____

Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$ 89,700.00	GRANT AGREEMENT NUMBER 5GG19121	PO ID		
ADJ. INCREASING ENCUMBRANCE \$ 0.00	SUPPLIER ID			
ADJ. DECREASING ENCUMBRANCE \$ 0.00	PROJECT ID	ACTIVITY ID		
UNENCUMBERED BALANCE \$ 89,700.00	GL UNIT 3540	BUD REF 001	FUND 3228	ENY 2019
REPORTING STRUCTURE 35409205	SERVICE LOC 92014	ACCOUNT 5340580	ALT ACC	0000000000

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

DATE

GRANT NUMBER 5GG19121
Los Angeles County Fire Department
Big Rock Fuel Reduction Project - Goat Vendor

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and Los Angeles County Fire Department, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed Eighty Nine Thousand Seven Hundred Dollars (**\$89,700.00**).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Grant Guidelines 2019-2020
 - b. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
 - c. Addendum for Greenhouse Gas Reduction Fund (GGRF) Grant Projects

4. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4124.5 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

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Los Angeles County Fire Department
Big Rock Fuel Reduction Project - Goat Vendor

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 5GG19121.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: Los Angeles County Fire Department
Section/Unit: LAC	Section/Unit:
Attention: Ron Durbin	Attention: Theron Cheatham
Mailing Address: 12605 Osborne St. Pacoima CA, 91331	Mailing Address: 1320 N. Eastern Ave Los Angeles CA, 90063
Phone Number: (818) 890-5758	Phone Number: 818-890-5774
Email Address: Ron.Durbin@fire.lacounty.gov	Email Address: theron.cheatham@fire.lacounty.gov

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Los Angeles County Fire Department
Big Rock Fuel Reduction Project - Goat Vendor

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning brush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and

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marking property or project boundaries, contacting and signing up landowners, etc.).

- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.
- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current

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invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Climate Investments Department of Forestry and Fire Protection Forest Health Program Grant Guidelines 2019-2020.

- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment to the CAL FIRE Representative identified in Item 2. The invoice may be submitted as hard copy or electronically.
- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
 - GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
 - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.

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- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Forest Health Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed

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using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.

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- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.
- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.
- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

8. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further

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Los Angeles County Fire Department
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costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

9. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.
- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

10. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

11. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

12. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

13. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

14. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

GRANT NUMBER 5GG19121
Los Angeles County Fire Department
Big Rock Fuel Reduction Project - Goat Vendor

15. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

16. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

GRANT NUMBER 5GG19121
Los Angeles County Fire Department
Big Rock Fuel Reduction Project - Goat Vendor

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
3. Greenhouse gas emissions must be calculated using the CARB Greenhouse Gas Quantification Methodology applicable to the grant program (<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>).
4. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
5. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
6. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:
<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the “California Climate Investments” program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at:

www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

“Big Rock Fuel Reduction Project - Goat Vendor is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”

California Department of Forestry and Fire Protection (CALFIRE)
California Climate Investments
Fire Prevention Program Grant Application
Fiscal Year 2019-20 Funding Opportunity



Please request a Project Tracking # for each separate application by following the instructions for the 2019-20 CCI Grant Guidelines on the [Fire Prevention Grants Web Page](#). Submit the application and all supporting materials to the www.box.com folder assigned to your tracking number no later than 3:00pm PST on December 4, 2019. Please note: Items marked in red are required.

1. Project Tracking #: 19-FP-LAC-2099 CalMapper ID: 3010-2019-FPL-001

Project Name/Title: Big Rock Fuel Reduction Project - Goat Vendor

County: Los Angeles

CAL FIRE Unit/Contract County (Please use this 3-letter Unit Identifier for file naming. See Question 14): LAC - Los Angeles County

2. Organization Type: County If Other, please specify:

If Non-Profit, are you a registered 501(c)(3)? Yes No

3. Sponsoring Organization: Los Angeles County Fire Department
Project Manager

Title: Forestry Technician

First Name: Theron Last Name: Cheatham

Address Line 1: 1320 N. Eastern Ave

Address Line 2:

City: Los Angeles State: California Zip Code: 90063

Phone Number: (818) 890-5774 Secondary Phone Number: (323) 890-4330

Email Address: theron.cheatham@fire.lacounty.gov Fax Number:

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Project Name: Big Rock Fuel Reduction Project - Goat Vendor

4. For which primary activity is funding being requested? Fuel Reduction

5. Grant Period: Please provide the estimated start date and completion date for your project. Projects **MUST** be completed by March 15, 2024. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: 08/01/2020

Project Completion Date: 01/31/2024

6. Limiting Factors: Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?

If checked, describe existing plan(s) and the limitations, if any, in the attached Scope of Work.

7. Timber Harvest Plans: For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

If checked, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

THP ID Number:

8. Community at Risk: Is the project associated with a community that is listed as a Community at Risk? See the list of [Communities at Risk](#) on the Office of the State Fire Marshal web page.

Yes No

Number of Communities in the project area: 1

9. Disadvantaged/Low Income Community: Is the project associated with a low-income community that is listed as a Community at Risk? See the information on [Priority Population Investments](#) on the California Air Resources Board web page.

Yes No

If Yes, select all that applies:

Disadvantaged Low Income Both Buffer Zone

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Project Name: Big Rock Fuel Reduction Project - Goat Vendor

10. Describe how your proposal would reduce the total amount of wildfire (and thereby reduce wildfire emissions) around communities, homes, infrastructure, and other highly valued resources. Please focus on GHG benefits. (Limited to 700 characters.)

The Big Rock Fuel Reduction Project would reduce the total amount of wildfire around the Big Rock community by providing a strong, defensible fuel break. GHG emission is also reduced by the use of goats to remove vegetation; according to the California Air Resources Board the 97,000 acre Woolsey Fire of 2018 generated an "estimated 2 million metric tons of greenhouse gases." This equates to nearly 20.62 metric tons of greenhouse gases per acre that were released during the Woolsey Fire and by this approximate calculation this project would save over 500 metric tons of GHG (with similar heat/vegetation) from being emitted and provide even greater benefits in long term fire prevention.

11. Federal Responsibility Area: Does your project/activity include work on Federal Lands that might require NEPA, or use a framework similar to Good Neighbor Authority?

Non-Tribal Lands: Yes No If yes, how many acres?

Tribal Lands: Yes No If yes, how many acres?

12. Project Area Statistics: For all projects, provide an estimate of the Project Influence Zone (PIZ) acres and the Treatment Influence Zone (TIZ) acres.

PIZ - The Project influence Zone (PIZ) is the broad geographic area encompassing the neighborhoods or communities that the grant proposal is designed to protect with fuel reductions, public education, or planning activities. This can be the sum of all treatment areas or could include a buffer area around the planning/public education target. Please keep the PIZ from encompassing an overly large area, unless benefits are clearly defined in the Scope-of-Work.

TIZ - Treatments are areas within a PIZ, where on-the-ground activities are accomplished (e.g. hazard fuel reductions, shaded fuel breaks, masticating, etc.). There can be multiple discrete Treatment areas associated with a PIZ. Some projects (e.g. Planning & Public Education) may NOT have treatment areas.

	LRA	FRA	SRA
Project Influence Zone (PIZ)	679.82		506.45
Treatment Influence Zone (TIZ)	25.00		

13. Project Budget: What is the proposed budget? Please include a discussion of the project budget in the Scope of Work and enter the amount from the Project Budget workbook (.xls).

Budget Item	Amount
Grant Funding Requested (\$)	105,860.00

14. Local Wildland Fire Risk Reduction Plans: Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the WUI covered by this project? If so, discuss in the Scope of Work. **Select all that apply.**

- CAL FIRE Unit Strategic Fire Plan
- Homeowners' Association Plan
- Fire Safe Council Action Plan
- County Fire Department Strategic Fire Plan
- Local Fire Department Plan
- FIREWISE Community Assessment
- Other Local Plan (Identify in Scope of Work)
- Local Hazard Mitigation Plan
- Community Wildfire Protection Plan

15. CEQA Compliance: Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable"):

Notice of Exemption

Document Identification Number: ERRF January 2020

Tracking #: 19-FP-LAC-2099

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Project Name: Big Rock Fuel Reduction Project - Goat Vendor

16. Application Submission:

Note to Applicant: If you modify the language contained in any part of this document, other than to fill in the blanks or to provide requested information, your application **will be rejected**.

Use the table below as a tool to make sure you have all documents ready prior to submitting the application.

Replace "XXXX" in the file name with the project's ID Number. Replace "UUU" in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

Attachments	File Name
<input checked="" type="checkbox"/> Application Form (.pdf)	19-FP-LAC-2099-Application.pdf
<input checked="" type="checkbox"/> Scope of Work (.doc)	19-FP-LAC-2099-SOW.doc
<input checked="" type="checkbox"/> Project Budget (.xls)	19-FP-LAC-2099-Budget.xls
<input checked="" type="checkbox"/> Project Map (.pdf)	19-FP-LAC-2099-MAP.pdf
<input type="checkbox"/> Articles of Incorporation (.pdf) - Applies to Non-Profits only	
<input checked="" type="checkbox"/> NIFC/Mapping	Create a Geo Point & Polygon web link

I certify that the above and attached information is true and correct:



Original Signature Required: Grantee's Authorized Representative

12/3/19

Date Signed

Theron Cheatham

Forestry Tech

Printed Name

Title

Executed on: 12/03/2019

at

Pacoima

Date

City

Please fill out this form completely. Be sure to save a copy of this form and all attachments for your records. Submit the application and all supporting materials to the www.box.com folder assigned to your tracking number no later than 3:00pm PST on December 4, 2019. Please submit the documents as early as possible to avoid unanticipated issues. Applications submitted or modified on the www.box.com folder after this date will be considered late. Access to www.box.com after the due date may be revoked.

Tracking #: 19-FP-LAC-2099

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Project Name: Big Rock Fuel Reduction Project - Goat Vendor



California Department of Forestry and Fire Protection
(CAL FIRE) California Climate Investments
Fire Prevention Grants Program
Project Scope of Work



Project Name: Big Rock Fuel Reduction Project - Goat Vendor

Project Tracking Number: 19-FP-LAC-2099

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc. (Please type in blank space below. Please note there is no space limitations).

This request is for a hazard fuel reduction project using goats to reduce highly flammable vegetation in open space areas and terrain normally not accessible by standard removal procedures within the community of big rock. The terrain is too steep for mechanical removal and in many areas too steep for crews to work safely. An added benefit of utilizing goats is the ability to be selective and target invasive plant species first, ensuring healthier landscape in addition to fire hazard reduction.

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please **answer one section of questions** that pertain to the primary activity type for your project.

Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.

The project is approximately 25 acres and located on the southwest facing side of a mountainside in the Santa Monica Mountains. The project will affect approximately 500 homes in the direct area of the Big Rock community, which is a micro-community located within the overarching Malibu community, which will also benefit from this hazardous fuels reduction project.

2. Describe the goals, objectives, and expected outcomes of the project.
 - The primary goal for this project is to reduce the amount of fuels in the Big Rock project area by a minimum of 50%
 - Aside from general fuel reduction, the primary objective is to utilize the goats to target invasive plant species first in order for the remaining plant species to be healthy native plant species with higher drought tolerance.
 - The expected outcome is to reduce the fuel load of the Big Rock project area by 50% with two rounds of reduction through goats throughout the grant cycle.

3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.

The proposed project will remove a large portion of the hazardous fuels location directly adjacent to the Big Rock community which is located in the Very High Fire Hazard Severity Zone of Los Angeles County. The project will provide a safer living environment within the WUI by targeting invasive/more flammable plant species first, while still leaving enough remaining vegetation to ensure soil stability.

4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.

This project is located within a micro-community in Malibu and is located in an area designated as “at risk” by Southern California Edison for their circuits/power lines and reducing the wildfire risk would be an added benefit in protecting these assets.

5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?

The scale is appropriate and the stated objectives can be met within the timeframe allotted by the grant.

6. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

The project will not have leftover woody biomass. This is a hazardous fuels reduction project that will utilize goats to remove fuels.

Section 2: Planning Projects

1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
5. Describe the pathways for community involvement that will be incorporated in the planning process.

Section 3: Education

1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.

2. Describe the target audience of the education program and how information will be distributed to this audience.
3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.
5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education. (Please type in blank space below. Please note there is no space limitations).

B. Relationship to Strategic Plans

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document? (Please type in blank space below. Please note there is no space limitations).

The proposed project supports goals one through four of the California Strategic Fire Plan in that identifies areas of wildfire risk and identifies/implements a plan for land management. This plan also collaborates with the County Fire Plan by becoming a permanent fuel break from which the County of Los Angeles will maintain. Finally, this project will be an educational example to the community and show proper land management techniques to mitigate hazardous fuels for wildfire risk reduction.

C. Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php

The project is located in the very high fire hazard severity zone and is located directly adjacent to large portions of SRA land.

2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI. (Please type in blank space below. Please note there is no space limitations).

The project is directly adjacent to the Big Rock community and has hundreds of homes that would receive almost direct flame impingement if there was a wildfire in

the WUI. The vegetative make-up of the project area is mostly invasive and highly flammable fuels that could threaten many homes.

D. Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?

This project will become a permanent feature for the Los Angeles County Strategic Fire Plan. Once completed, the site will be monitored on a five-year cycle to ensure it does not become a fire hazard once again. The LA County Forestry Division of the Fire Department maintains a free nursery within the Malibu community and will be providing free native plant species to the landowner to support a drought tolerant landscape that will not present a high fire danger.

2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.

The Big Rock Homeowners Association is the biggest community organization adjacent to the project and has collaborated with the LAC unit in the past. The Big Rock HOA will be contacted again to disseminate information about the project. A small portion of the grant would also be devoted to supplies so project signage and map-based products can be produced for dissemination.

3. Describe any plans to maintain the project after the grant period has ended.

This project will become a permanent fuel break within the LA County Fire Plan and will be maintained on a rotational cycle.

4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?
(Please type in blank space below. Please note there is no space limitations).

The project will primarily be completed by the Los Angeles County Fire Department. However, the Department will collaborate with the local HOA/community groups as well as the Santa Monica Mountain Recreation Conservation Authority.

E. Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.

If awarded, the grant funds would be given September 2020 and ground work would begin by October 2020 to avoid Southern California bird nesting season. The second round would occur in October 2021

2. Verify the expected timeframes to complete the project will fall under the March 15, 2024 deadline.

The project can be complete before the deadline.

3. Describe the milestones that will be used to measure the progress of the project.

The project area will be divided into blocks and the goats will graze in each block for a time specified by their handler. Milestones will be shown through each successful round of goat use within the project.

4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.

A biological review was done by LA County before the project and will be done again to show the significant fuel reduction and removal of a great deal of the invasive plant species.

5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

(Please type in blank space below. Please note there is no space limitations).

Full CEQA review is not required for this project, however, pursuant to the Los Angeles County Fire Department policy an Environmental Review Report Form for an Exempt Project (ERRF) will be completed and a Notice of Exemption will be filed to allow public comment.

F. Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.

While the proponent has not worked on any previous project utilizing goat herds in the past, he has led multiple fuel reduction programs. The proponent has also

provided technical oversight (mapping, CALMAPPER tracking, and vendor oversight) to the Green Valley Tree Mortality project that has been awarded multiple grants in the past through CALFIRE. The proponent is proficient with interfacing with outside agencies and has also completed fuel reduction programs that included partnering with the Mountain Recreation Conservation Authority, California Conservation Crews, California State Parks and CALFIRE all on the same project.

2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds. (Please type in blank space below. Please note there is no space limitations).

The Los Angeles County Fire Department-Forestry Division's Fire Plan Unit would be responsible for maintaining the project records. As a contract county, this unit has a great deal of experience tracking work through CALMAPPER and reporting projects to CALFIRE. The Fire Plan Unit and Department Grants section would be responsible for tracking all expenses/retaining records.

G. Budget

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.

If awarded, the funding from the grant will be used almost exclusively to contract a goat herd for two cycles of vegetation removal. Aside from the contract with the goat vendor, 3% of potential grant funds would be used to buy any supplies needed for the project. Such supplies would include items like ink/paper to produce reports or maps associated with this grant. All salaries, wages, and travel costs of personnel are being provided at the cost of the grantee.

2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.

The costs are reasonable to the geographic area, multiple goat vendors were contacted in an effort to find a reasonable cost for this activity. Each vendor was provided with a skeletal map of the project footprint in order to provide an approximate bid for the project cost.

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

The total project cost is appropriate to the size and scope because the primary use of funds is for the goat vendor, and multiple vendors provided bids of the exact project footprint. The cost is vastly appropriate for the anticipated benefit in public safety, public recreation, and environmental health. Beyond that, the project has the potential to prevent tons of Greenhouse Gas emissions by mitigating the potential for a wildfire.

4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).

No Indirect costs are being funded through potential grant funds and all administrative expenses are being funded through the grantee organization.

5. Explain each object category in detail and how that would support meeting the grant objectives.

(Please type in blank space below. Please note there is no space limitations).

There are two object categories that would be funded by the awarded grant money, a contract with a goat herding company and supplies. The contract with the goat herding company is the entire purpose of the grant and would be used to complete this project. The supply component is necessary to ensure proper supplies are readily available for completion of reporting or any other needs of this grant. The final object categories of salaries/wages and travel would be funded by the grantee organization, but would be used primarily to satisfy the administrative needs of the project.

H. California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions?

The Big Rock Fuel Reduction Project would reduce the total amount of wildfire around the Big Rock community by providing a strong fuel break and defensible space for fire fighters. Clearing this area is also a part of the unit Strategic Fire Plan as this area has not experienced a wildfire since the Old Topanga Fire of 1993 and has been overrun by invasive species such as pampas grass and fountain grass providing dense pockets of ladder fuels to ignite and carry wildfire into the thicker scrub and brush along the mountain side. Furthermore, the project site is located 4.5 miles east of the Woolsey Fire Burn Scar and has received many community

complaints as it worries constituents to the threat it presents to the east side of the Malibu community.

Greenhouse Gas (GHG) emission is also reduced by the use of goats to remove vegetation; according to the California Air Resources Board the 97,000 acre Woolsey Fire of 2018 generated an “estimated 2 million metric tons of greenhouse gases.” This equates to nearly 20.62 metric tons of greenhouse gases per acre that were released during the Woolsey Fire and by this approximate calculation this project would save over 500 metric tons of GHG from being emitted and provide even greater benefits in long term fire prevention. (<https://ww2.arb.ca.gov/wildfire-emissions>)

2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.

The project is not located in a Low-Income or Disadvantaged community; however, it still benefits these communities. The project is located in the Santa Monica Mountain region and is a source of free recreations for all communities, including Low-Income or Disadvantaged communities not far from the Malibu Community.

3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?

This project has two primary co-benefits: environmental health and public recreation. Utilizing specialized goats that have a diet of non-native plant species will allow targeted control of fuel removal. The project will utilize these goats to remove as many non-native plant species as possible in order to restore native species dominance in the project area. This project is also beneficial to public recreation as it is located in the Santa Monica Mountains near many popular hiking destinations.

4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?
(Please type in blank space below. Please note there is no space limitations).

The only expected Greenhouse Gas emissions expected to be generated from this project are from transporting people/animals to/from the project site. This emission is mitigated by the co-benefit of using non-mechanical methods of fuel removal, and it also provides the benefits listed in area 3 of this section.

Project Budget

Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages	Forestry Technician	160	Hours	\$ 25	0%	100%	0%	\$ -	\$ 4,000	\$ -	\$ 4,000
	Forestry Assistant	160	Hours	\$ 46	0%	100%	0%	\$ -	\$ 7,360	\$ -	\$ 7,360
	Assistant Chief Forestry	80	Hours	\$ 60	0%	100%	0%	\$ -	\$ 4,800	\$ -	\$ 4,800
	Deputy Forester	40	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Salaries and Wages:							\$ -	\$ 16,160	\$ -	\$ 16,160
B. Employee Benefits		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Employee Benefits:							\$ -	\$ -	\$ -	\$ -
C. Contractual	805 Goats	2	Contract	\$ 43,350	100%	0%	0%	\$ 86,700	\$ -	\$ -	\$ 86,700
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Acres	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Miles	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Contractual:							\$ 86,700	\$ -	\$ -	\$ 86,700
D. Travel & Per Diem:		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Travel & Per Diem:							\$ -	\$ -	\$ -	\$ -
E. Supplies	General (paper, ink toner)	1	Each	\$ 3,000	100%	0%	0%	\$ 3,000	\$ -	\$ -	\$ 3,000
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Supplies:							\$ 3,000	\$ -	\$ -	\$ 3,000
F. Equipment		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Equipment:							\$ -	\$ -	\$ -	\$ -
G. Other Costs		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
	Sub-Total Other Costs							\$ -	\$ -	\$ -	\$ -
Total Direct Costs					\$ 89,700	\$ 16,160	\$ -	\$ -	\$ 105,860		
Indirect Costs (Exclude Equipment)					0%	\$ -				\$ -	
Total Project Costs					\$ 89,700	\$ 16,160	\$ -	\$ -	\$ 105,860		
Less Program Income					\$ -					\$ -	
Total Grant Proposed Costs					\$ 89,700	\$ 16,160	\$ -	\$ -	\$ 105,860		

Big Rock Fuel Reduction Project - Goat Vendor



Project Boundary
25 Acres

0.4

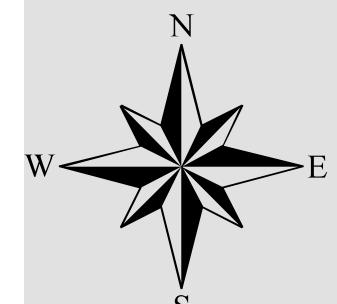


Miles

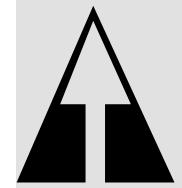
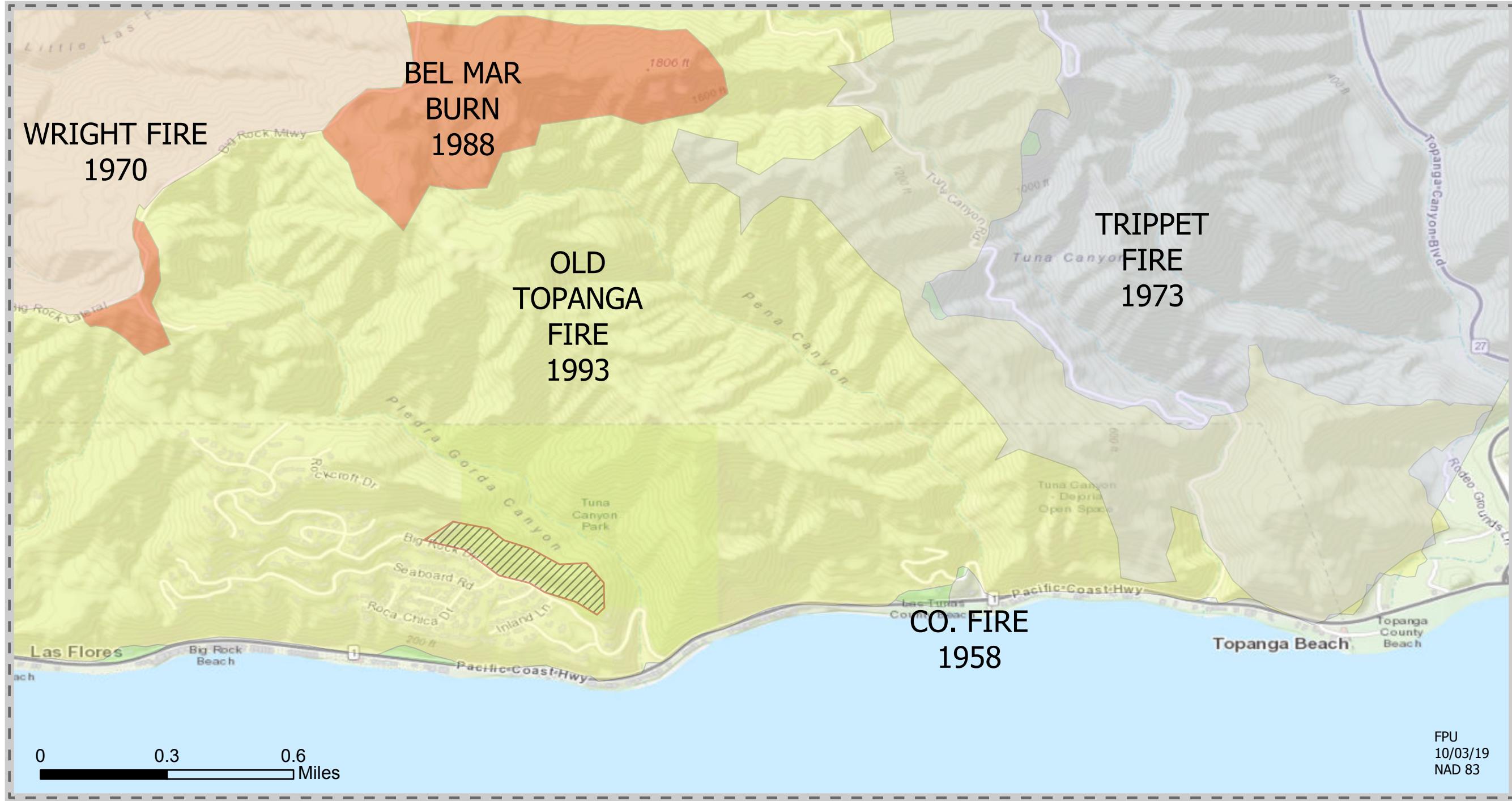
FPU
11/13/19
WGS 84



Big Rock Fuel Reduction Project - Goat Vendor PIZ and TIZ



- Big Rock Project Footprint; 25 Acres
- LRA: 1 mile project buffer
- SRA: 1 mile project buffer



Big Rock Footprint

BEL MAR BURN

TRIPPET FIRE

OLD TOPANGA FIRE

CO. FIRE 123158

WRIGHT FIRE

Big Rock Fire History



COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF FIRE

DEPT'S.
NO. 390-01

July 7, 2020

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2020-21

4 - VOTES

<u>SOURCES</u>		<u>USES</u>	
FIRE DEPARTMENT- EXECUTIVE BUDGET UNIT DA1-FR-88-8805-40100-40129		FIRE DEPARTMENT - EXECUTIVE BUDGET UNIT DA1-FR-2000-40100-40129	
STATE AID FOR DISASTER		SERVICES & SUPPLIES	
INCREASE REVENUE	\$90,000	INCREASE APPROPRIATION	\$90,000
SOURCES TOTAL: \$	90,000	USES TOTAL: \$	90,000

JUSTIFICATION

The budget adjustment is to recognize new grant revenue from the California Department of Forestry and Fire Protection (CAL FIRE) – California Climate Investments (CCI) Fire Prevention (FP) Grants for the Big Rock Fuel Reduction Project and increase Fire Department-Executive Budget Unit's S&S to hire a goat vendor to help with the clean up of highly flammable vegetation in open space areas and terrain not easily accessible to working crews.

AUTHORIZED SIGNATURE THERESA BARRERA, CHIEF, FMD

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ...

ACTION

APPROVED AS REQUESTED

RECOMMENDATION

APPROVED AS REVISED

AUDITOR-CONTROLLER

BY _____

CHIEF EXECUTIVE OFFICER

BY _____

July 21, 2020

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

Dear Supervisors:

**ACCEPT GRANT AWARD FROM UNITED STATES DEPARTMENT OF JUSTICE,
OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE,
CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM FY 2020
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

Request Board approval authorizing the Sheriff of Los Angeles County (County) to accept and execute the grant award Coronavirus Emergency Supplemental Funding (CESF) Program Fiscal Year (FY) 2020 in the amount of \$1,314,279 from the United States Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), Catalog of Federal Domestic Assistance Number 16.034.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute the attached Grant Award Agreement Number 2020-VD-BX-1052 (Agreement) with BJA, accepting a grant in the amount of \$1,314,279 with no match requirement to fund the Los Angeles County Sheriff's Department's (Department) Custody Emergency Operational Center (EOC) to prepare, prevent, and response to the Coronavirus (COVID-19) pandemic from the period of January 20, 2020, through January 31, 2022.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to apply and submit a grant application to BJA for the CESF Program in future FY's,

and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

3. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents, including, but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for completion of the CESF Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The objectives of the CESF Program is to support the Custody EOC, which was established as a centralized location to track and monitor COVID-19 related issues to increase the overall health and safety of inmates and employees, and to prevent the spread of COVID-19 in the Los Angeles County jail system. The Custody EOC is working in conjunction with the Correctional Health Services (CHS) to make informed decisions to respond, combat, and mitigate the spread of COVID-19. The Custody EOC will be in operation twenty-four hours a day, seven days a week for the duration of this pandemic. To successfully achieve the objectives of the CESF program, the Department will use the funds for the COVID-19 Cleaning Crew Custody Assistants personnel overtime, and to purchase Personnel Protective Equipment (PPE).

Implementation of Strategic Plan Goals

The CESF Program is consistent with the County's Strategic Plan; Goal I, 1.3, Make Investments that transforms lives, Strategy 1.3, Reform Service Delivery within our jail system 1.3.6, Implement Comprehensive Policing by maintaining humane conditions in the jail systems during the COVID-19 pandemic.

FISCAL IMPACT/FINANCING

This will be the 1st year of funding for the CESF Program.

For FY 2020-21, grant funds in the amount of \$1,314,279 will be used by the Department's Custody EOC. The department will work with CEO to obtain this appropriation in FY 20-21 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 22, 2020, the Department submitted an application in response to BJA's CESF Program FY 2020 grant solicitation. Prior to our application submission, BJA announced that the County of Los Angeles was allocated an amount of \$1,314,279 with no match requirement for eligible recipients.

The Honorable Board of Supervisors
July 21, 2020
Page 3

The Agreement will be in effect for 24 months from January 20, 2020, through January 31, 2022.

All personnel overtime and CESF supplies purchased with CESF Program funding will be procured in accordance with the County's purchasing policies and procedures.

County Counsel has approved the attached Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The CESF Program, FY 2020 will not have a negative impact to any county department.

CONCLUSION

Upon Board approval, please return two individually adopted copies of this Board letter to the Department's Grants Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

The Honorable Board of Supervisors
July 21, 2020
Page 4

AV:TKM:AS:as
(Financial Programs Bureau/Grants Unit)

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Anna Petrosyan, Analyst, CEO
Mary C. Wickham, County Counsel
Michele Jackson, Principal Deputy County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Timothy K. Murakami, Undersheriff
John P. Burcher, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Richard F. Martinez, Director, Financial Programs Bureau (FPB)
Karen J. Anderson, Assistant Director, FPB
Elida D. Rodriguez, Administrative Services Manager III, FPB, Grants Unit
Vanessa C. Chow, Sergeant, ASD
Erica M. Saavedra, Deputy ASD
Colleen Murphy, Grants Supervisor, FPB, Grants Unit
(Grants – COVID-19 Emergency Supplemental Funding Program-DOJ-OJP-BJA 07-21-20)

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

Department: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Grant Project Title and Description: BJA FY 20Coronavirus Emergency Supplemental Funding Program

The purpose of this grant is to accept \$1,314,279 in grant funding from the Office of Justice Programs (OJP) U.S. Department of Justice (DOJ) to assist in the funding of the Department's Custody EOC during the Coronavirus Pandemic.

Funding Agency: U. S. Department of Justice, Office of Justice Program (OJP) / Bureau of Justice Assistance	Program (Fed. Grant # /State Bill or Code #) Contract No. 2020-VD-BX-1052	Grant Acceptance Deadline 45 days from date of award
---	---	--

Total Amount of Grant Funding: \$1,314.279.00

County Match: 0

Grant Period: 1/20/2020

Begin Date: Execution by Parties

End Date: 01/31/2022

Number of Personnel Hired Under This Grant:

Full Time: **Part Time:**

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes No

Will all personnel hired for this program be placed on temporary ("N") items? Yes No

Is the County obligated to continue this program after the grant expires? Yes No

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes No

b). Identify other revenue sources Yes No

(Describe) _____

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes No

Impact of additional personnel on existing space:

Other requirements not mentioned above:

Department Head Signature _____ **Date** _____



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

PAGE 1 OF 16

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) County of Los Angeles 211 West Temple Street Los Angeles, CA 90012-4086		4. AWARD NUMBER: 2020-VD-BX-1052
		5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022 BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022
		6. AWARD DATE 05/28/2020
2a. GRANTEE IRS/VENDOR NO. 956000929		7. ACTION Initial
2b. GRANTEE DUNS NO. 028950678		8. SUPPLEMENT NUMBER 00
3. PROJECT TITLE Coronavirus Emergency Supplemental Funding Program FY 2020		9. PREVIOUS AWARD AMOUNT \$ 0
		10. AMOUNT OF THIS AWARD \$ 1,314,279
		11. TOTAL AWARD \$ 1,314,279

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Alex Villanueva Sheriff	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT		21. VVDUGT1013 X B VD 80 00 00 1314279	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 16

PROJECT NUMBER 2020-VD-BX-1052

AWARD DATE 05/28/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 16

PROJECT NUMBER 2020-VD-BX-1052

AWARD DATE 05/28/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2020-VD-BX-1052

AWARD DATE 05/28/2020

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 16

PROJECT NUMBER 2020-VD-BX-1052

AWARD DATE 05/28/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 16

PROJECT NUMBER 2020-VD-BX-1052

AWARD DATE 05/28/2020

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2020-VD-BX-1052

AWARD DATE 05/28/2020

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVV, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVV, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at <https://www.ojp.gov/funding/explore/CESF-program-specific-condition>, that is incorporated by reference here.



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33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
34. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.



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39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/ or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program . The recipient also agrees to obligate the award funds in the account(including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing \$500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP's Grant Management System (GMS).



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42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

45. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for County of Los Angeles

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA's expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2020-VD-BX-1052

PAGE 1 OF 1

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

1. STAFF CONTACT (Name & telephone number)

Linda Hill-Franklin
(202) 514-0712

2. PROJECT DIRECTOR (Name, address & telephone number)

Elida Rodriguez
Grants Manager
211 W, Temple Street
Los Angeles, CA 90012-4086
(213) 229-1822

3a. TITLE OF THE PROGRAM

BJA FY 20 Coronavirus Emergency Supplemental Funding Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Coronavirus Emergency Supplemental Funding Program FY 2020

5. NAME & ADDRESS OF GRANTEE

County of Los Angeles
211 West Temple Street
Los Angeles, CA 90012-4086

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/20/2020 TO: 01/31/2022

8. BUDGET PERIOD

FROM: 01/20/2020 TO: 01/31/2022

9. AMOUNT OF AWARD

\$ 1,314,279

10. DATE OF AWARD

05/28/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

NCA/NCF



County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

SACHI A. HAMAI
Chief Executive Officer

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

July 21, 2020

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

Dear Supervisors:

~~ACCEPT 2019 URBAN AREA SECURITY INITIATIVE GRANT FUNDS (ALL DISTRICTS) (3 VOTES)~~

SUBJECT

Board approval is requested to find the proposed actions not a project or exempt under the California Environmental Quality Act and accept the County of Los Angeles' allocation of the 2019 Urban Area Security Initiative Grant funds to enhance the capacity of State and local agencies to respond to incidents of terrorism as well as natural disasters. The enhancements are provided through coordinated training, exercises, equipment acquisition, and technical assistance.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the County activities to be funded with the 2019 Urban Area Security Initiative Grant funds from the Federal Department of Homeland Security as distributed through the Los Angeles/Long Beach Urban Area do not constitute projects under the California Environmental Quality Act, because they are continuing administrative or organizational activities of government that will not result in direct or indirect physical changes of the environment and do not commit to specific projects which may result in a potentially significant impact on the environment or, in the alternative, are exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the proposed actions;
2. Accept \$5,184,592 in 2019 Urban Area Security Initiative Grant Funds under

Assistance Listings Number 97.067 from the Federal Department of Homeland Security as distributed through the Los Angeles/Long Beach Urban Area with a Performance Period of September 1, 2019 to May 31, 2022, and approve the allocation of such funds as set forth in Attachment A hereto;

3. Authorize the County's Purchasing Agent to proceed with the solicitation and purchase of the capital assets which are in excess of \$250,000 with two weeks advance notice to the Board of Supervisors; and
4. Delegate authority to the Chief Executive Officer, or her designee, to approve and execute the Urban Area Security Initiative subrecipient agreement with the City of Los Angeles and all future amendments, modifications, extensions, and augmentations as necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Federal Department of Homeland Security Office of Grants and Training has released Urban Area Security Initiative (UASI) Grant monies to selected jurisdictions, including the Los Angeles/Long Beach Urban Area which is administered by the City of Los Angeles. The Los Angeles/Long Beach Urban Area , which includes the County, the Cities of Los Angeles and Long Beach, and nine other participating jurisdictions, received a 2019 UASI Grant award totaling \$56,236,000. The County's allocation of the 2019 UASI Grant award is \$5,184,592 and is detailed in Attachment A. These UASI Grant funds are proposed for allocation to address the unique equipment, training, planning, and exercise needs of large urban areas associated with addressing threats or acts of terrorism. Approval of the recommended actions will find the County activities proposed to be funded through the 2019 UASI Grant are not projects or exempt under California Environmental Quality Act (CEQA); accept the Grant funds and approve the allocation thereof; authorize the County's Purchasing Agent to proceed with the capital asset purchases in excess of \$250,000 with two weeks advance notice to the Board of Supervisors, and delegate authority to the Chief Executive Officer to execute the appropriate documents.

Implementation of Strategic Plan Goals

The recommended actions support Goal III, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The UASI Grant is fully funded by the Federal Department of Homeland Security through the California Office of Emergency Services. There is no matching fund requirement or impact on net County cost.

The following County departments will receive funding for the proposed specific projects

as detailed in Attachment A: Chief Executive Office – Office of Emergency Management (\$46,333), Fire (\$306,405), Health Services (\$137,342), Public Health (\$140,000), and Sheriff (\$4,554,512). The funding needed for Fiscal Year 2020-21 will be requested during the Fiscal Year 2020-21 Supplemental Budget Phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California Office of Emergency Services has provided the Los Angeles County Operational Area with specific guidelines for the administration, management, and utilization of the UASI Grant. These guidelines detail all activities and expenditures that are eligible for reimbursement.

ENVIRONMENTAL DOCUMENTATION

The activities proposed to be funded as identified in Attachment A do not constitute projects pursuant to CEQA because they are excluded from the definition of a project by Section 15378(b)(2), (4) and (5) of the State CEQA Guidelines on the basis that they are continuing activities of government that will not result in direct or indirect physical changes in the environment, involve the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment and continuing administrative or maintenance activities including supply purchases. In the alternative, the activities to be funded are categorically exempt from CEQA since they are within certain classes of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Sections 15301 and 15322(a) of the State CEQA Guidelines and Classes 1(r) and 22(a) and (c) of the County's Environmental Documentation and Reporting Procedures and Guidelines which apply to operations and leasing of existing public or private facilities with negligible or no expansion of use and educational or training programs which involve no physical alteration in the area affected.

In addition, based on the records of the proposed exempt activities, they will comply with all applicable regulations, are not in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code 65962.5, or indications that the activities may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Chief Executive Office staff will continue to assist the lead federal granting agency, as necessary, to complete its requirements under the National Environmental Policy Act if applicable.

CONTRACTING PROCESS

The UASI subrecipient agreement with the City will be entered into and administered by

the Chief Executive Officer under delegated authority as approved by the Board. Prior to execution, the agreement will be reviewed and approved as to form by County Counsel.

The acquisition of capital asset equipment costing over \$250,000, as identified in Attachment A, is under the statutory authority of the County's Purchasing Agent and will be requisitioned, solicited, and purchased in accordance with County Purchasing Policies and Procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This UASI Grant provides funding to the County for planning, equipment, training, and program management and administration for emergency prevention, preparedness, and response personnel. The UASI Grant will have a positive impact on current services by improving and enhancing the County's ability to mitigate threats and incidents of terrorism.

CONCLUSION

Upon the Board's approval, please send a copy of the adopted Board letter to the Chief Executive Office - Homeland Security Grants Administration for processing.

Sincerely,

SACHI A. HAMAI
Chief Executive Officer

SAH:FAD:AC
TT:CH:GQ:gq

Attachment

c: Executive Office, Board of Supervisors
County Counsel
Fire
Health Services
Public Health
Sheriff

2019 URBAN AREA SECURITY INITIATIVE ACTIVITIES - ATTACHMENT A

Project Number	Department	Project Name	Solution Area	Sub-Solution	Expenditure Category	Allocation
1	Chief Executive Office - Office of Emergency Management	Community Planning Project: 5 Step Neighborhood Action Kit Translations	Planning	Community Outreach	Materials	\$ 46,333
					<i>Chief Executive Office - Office of Emergency Management Total</i>	<i>\$ 46,333</i>
2	Fire	Unmanned Aircraft System Equipment	Equipment	CBRNE Aviation Equipment	N/A	\$ 40,000
3	Fire	Hazardous Materials Equipment	Equipment	Detection	N/A	\$ 173,300
4	Fire	Community Emergency Response Team Equipment	Equipment	Other Authorized Equipment	N/A	\$ 33,105
5	Fire	Maritime Training	Training	Course Delivery and Evaluation	Consultant	\$ 20,000
6	Fire	Unmanned Aircraft System Training	Training	Course Delivery and Evaluation	Consultant	\$ 40,000
					<i>Fire Total</i>	<i>\$ 306,405</i>
7	Health Services	Space Lease for equipment storage	Equipment	Other Authorized Equipment	N/A	\$ 137,342
					<i>Health Services Total</i>	<i>\$ 137,342</i>
8	Public Health	Enhancing Public Health Capabilities to Respond to Radiological Incident	Equipment	Detection	N/A	\$ 122,000
9	Public Health	Enhancing Public Health Capabilities to Respond to Radiological Incident	Training	Staff Expenses	Travel	\$ 16,630
10	Public Health	Enhancing Public Health Capabilities to Respond to Radiological Incident	Training	Staff Expenses	Travel	\$ 1,370
					<i>Public Health Total</i>	<i>\$ 140,000</i>
11	Sheriff - JRIC	Fusion Center - Palantir	Equipment	Information Technology	N/A	\$ 2,432,516
12	Sheriff	LEXRAY	Equipment	Information Technology	N/A	\$ 60,000
13	Sheriff	COPLINK Maintenance	Equipment	Maintenance & Sustainment	N/A	\$ 304,512
14	Sheriff	SCSAP Sustainment (formerly known as LARCOPP)	Equipment	Maintenance & Sustainment	N/A	\$ 340,000
15	Sheriff - JRIC	Fusion Center - CSRA/General Dynamics Intelligence Analyst	Organization	Info/Intel analysis and sharing/fusion center activities	Staff Intelligence Analysts	\$ 1,417,484
					<i>Sheriff Total</i>	<i>\$ 4,554,512</i>
					<i>Grand Total</i>	<i>\$ 5,184,592</i>