

(Cal OES Use Only)

Cal OES #		FIPS #		VS#		Subaward #	
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**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET**

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

1. Subrecipient: City of Huntington Beach 1a. UEI#: LKKFRC4PW7L4
2. Implementing Agency: Huntington Beach Police Department 2a. UEI#: LKKFRC4PW7L4
3. Implementing Agency Address: 2000 Main Street Huntington Beach 92648-2702
(Street) (City) (Zip+4)
4. Location of Project: Huntington Beach Orange 92648-2702
(City) (County) (Zip+4)
5. Disaster/Program Title: LE - Law Enforcement Specialized Units Program 6. Performance/
Budget Period: 1/1/2024 to 12/31/2024
(Start Date) (End Date)
7. Indirect Cost Rate: N/A Federally Approved ICR (if applicable): _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2023	STOP		\$203,143		\$67,714		\$67,714	\$270,857
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
Total	Project	Cost		\$203,143	\$203,143	\$67,714		\$67,714	\$270,857

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

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: Eric Parra Title: Chief of Police

Payment Mailing Address: 2000 Main Street City: Huntington Beach Zip Code+4: 92648-2702

Signature: _____ Date: _____

16. Federal Employer ID Number: 956000723

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

(Cal OES Fiscal Officer) (Date) (Cal OES Director or Designee) (Date)

APPROVED AS TO FORM
By: 
MICHAEL E. GATES
CITY ATTORNEY
CITY OF HUNTINGTON BEACH



Grant Subaward Contact Information

Grant Subaward #: LE23 07 6860

Subrecipient: City of Huntington Beach

1. **Grant Subaward Director:**

Name: Julio Mendez Title: Lieutenant
Telephone #: 714-374-1736 Email Address: jmendez@hbpd.org
Address/City/ Zip Code (9-digit): 2000 Main Street Huntington Beach, CA 92648-2702

2. **Financial Officer:**

Name: Kathy Baldwin Title: Accounting Technician II
Telephone #: 714-536-5935 Email Address: kbaldwin@hbpd.org
Address/City/ Zip Code (9-digit): 2000 Main Street Huntington Beach, CA 92648-2702

3. **Programmatic Point of Contact:**

Name: Jana Harden Title: Victim Advocate
Telephone #: 714-536-5957 Email Address: jharden@hbpd.org
Address/City/ Zip Code (9-digit): 2000 Main Street Huntington Beach, CA 92648-2702

4. **Financial Point of Contact:**

Name: Kathy Baldwin Title: Accounting Technician II
Telephone #: 714-536-5935 Email Address: kbaldwin@hbpd.org
Address/City/ Zip Code (9-digit): 2000 Main Street Huntington Beach, CA 92648-2702

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Eric Parra Title: Chief of Police
Telephone #: 714-536-5905 Email Address: eparra@hbpd.org
Address/City/ Zip Code (9-digit): 2000 Main Street Huntington Beach, CA 92648-2702

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Eric Parra Title: Chief of Police
Telephone #: 714-536-5905 Email Address: eparra@hbpd.org
Address/City/ Zip Code (9-digit): 2000 Main Street Huntington Beach, CA 92648-2702

7. **Chair** of the **Governing Body** of the Subrecipient:

Name: Tony Strickland Title: Mayor
Telephone #: 714-536-5553 Email Address: tony.strickland@surfcity-hb.org
Address/City/ Zip Code (9-digit): 2000 Main Street Huntington Beach, CA 92648-2702



Grant Subaward Signature Authorization

Grant Subaward #: LE23 07 6860
Subrecipient: City of Huntington Beach
Implementing Agency: Huntington Beach Police Department

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Julio Mendez
Signature: _____
Date: _____

Financial Officer:

Printed Name: Kathy Baldwin
Signature: _____
Date: _____

The following persons are authorized to sign for the **Grant Subaward Director**:

Signature: _____
Printed Name: Kevin Johnson

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

The following persons are authorized to sign for the **Financial Officer**:

Signature: _____
Printed Name: Kristin Miller

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____

Signature: _____
Printed Name: _____



Grant Subaward Certification of Assurance of Compliance Information and Instructions

The Certification of Assurance of Compliance is a binding affirmation that the Subrecipient will comply with the requirements and restrictions outlined in the Subrecipient Handbook, including but not limited to:

- Proof of Authority,
- State and federal civil rights laws,
- Equal Employment Opportunity,
- Drug-Free Workplace,
- California Environmental Quality Act, and
- Lobbying.

The Official Designee (see SRH Section 3.030) and the individual granting that authority (i.e., City/County Financial Officer, City/County Manager, or Governing Board Chair) must sign this form. For State agencies, only the Official Designee must sign this form.

Complete all sections of this form and then submit:

- As part of the Grant Subaward Application,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new fund source is being added to the Grant Subaward, (applicable Certification of Assurance of Compliance would be needed), or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the Official Designee or Board Chair changes and the Resolution identifies them by name



Grant Subaward Certification of Assurance of Compliance

Subrecipient: City of Huntington Beach

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	Law Enforcement Specialized Units (LE) Program	LE23 07 6860	01/01/2024-12/31/2024
2			
3			
4			
5			
6			

I, Eric Parra (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a "project" pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.

CERTIFICATION	
I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.	
Official Designee's Signature:	_____
Official Designee's Typed Name:	Eric Parra
Official Designee's Title:	Chief of Police
Date Executed:	_____
AUTHORIZED BY:	
I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.	
<input type="checkbox"/> City Financial Officer	<input type="checkbox"/> County Financial Officer
<input checked="" type="checkbox"/> City Manager	<input type="checkbox"/> County Manager
<input type="checkbox"/> Governing Board Chair	
Signature:	_____
Typed Name:	Al Zellinka
Title:	City Manager
Date Executed:	_____



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: City of Huntington Beach		Grant Subaward #: LE23 07 6860	
A. Personnel Costs - Line-item description and calculation	2023 STOP	2023 STOP MATCH	Total Amount Allocated
SALARIES: Full time Investigator 1 FTE @ 100%			
Full time Investigator is assigned to domestic violence and restraining order violation cases. Main responsibilities include reviewing cases, conducting follow up investigations, identifying suspects and submitting cases to the district attorney's office.			
Annual Regular Wages $\$56.74 \times 40 \times 52 =$ \$118,019			
Speciality pays:			
Longevity 5% x \$118,019 = \$5,901			
Holiday 6% x \$118,019 = \$7,081			
Advanced Post Cert 8% x \$118,019 = \$9,442			
Education-BA 6% x \$118,019 = \$7,081			
Special Unit-3% x \$118,019=\$3,541			
Total Annual pay (before benefits) \$151,065			
Only using \$67,714 as match		\$67,714	\$67,714
Two (2) Part-time Investigators			
1,226 hours a year to work domestic violence and restraining order violation cases. Main responsibilities are reviewing cases, conducting follow up investigations, identifying and arresting suspects, and submitting cases to the district attorney's office.			
Hourly rate: $\$49.32 \times 1226 \text{ hours} =$ \$60,466			
Benefits:			
1.45% FICA = \$877			
Workers Compensation 3.6% = \$2,177			
Total Cost: \$63,520		\$63,520	\$63,520
Personnel Costs Fund Source Totals	\$63,520	\$67,714	\$131,234
PERSONNEL COSTS CATEGORY TOTAL			\$131,234



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: City of Huntington Beach		Grant Subaward #: LE23 07 6860	
B. Operating Costs - Line-item description and calculation	2023 STOP	2023 STOP MATCH	Total Amount Allocated
Contract for services with Waymakers Victim Assistance Program One full-time state certified Victim Advocate, Domestic Violence Counselor, Rape Crisis Counselor working 100% in the Project providing services to victims of domestic violence and restraining order violations, providing outreach/resource materials to first responders and victims, assisting with protocols for responding to victims, assisting with training for first responders and other department personnel, assisting with Cal OES RFA's and RFP's, progress reports, statistical documentation, and site visits.	\$116,032		\$116,032
Contract for services with Interval House Crisis Shelter One FTE state certified Domestic Violence Counselor to provide shelter based services and 24 hour hotline to victims of domestic violence.	\$23,591		\$23,591
Operating Costs Fund Source Totals	\$139,623		\$139,623
OPERATING COSTS CATEGORY TOTAL			\$139,623

CAL OES LAW ENFORCEMENT GRANT

Grant Period: 1/1/2024 - 12/31/2024

Huntington Beach Police Department

Allocation to Interval House 23,591.00

1.0 FTE Domestic Violence Victim Advocate as of Jan 1, 2024

Domestic Violence Counselor (\$67,000 x 1.0 FTE) 67,000.00

Benefits 36.04% 24,147.00

Total Cost: 91,147.00

Amount paid by HBPD: 25.88% 23,591.00

Amount paid by Interval House: 74.12% 67,556.00

Actual Monthly Cost: 7,595.58

of months to be billed: 3



Grant Subaward Budget Narrative

Grant Subaward #: LE23 07 6860

Subrecipient: City of Huntington Beach

How the project's budget supports the objectives and activities: The budget supports the objectives and activities by providing funds that directly support a certified Victim Advocate from Waymakers, a FTE Domestic Violence Counselor from Interval House, and three investigators, all who work together to support victim-centered law enforcement strategies. The Waymakers Victim Advocate and investigators are assigned to domestic violence and restraining order violation cases; they will focus on thorough investigation techniques, training for law enforcement personnel, victim advocacy support, and the enhancement of protocols for protective order violations. The Interval House Domestic Violence Counselor position assists victims by providing crisis intervention via a 24/7 hotline, emotional support, social service assistance and priority shelter.

How funds are allocated to minimize administrative costs and support direct services: Funds for the three investigators are entirely allocated to direct services. Funds designated for Waymakers include a full-time certified Victim Advocate/Domestic Violence Counselor/Rape Crisis Counselor providing direct support services to victims and per the RFA, a 10% de Minimus rate of the Modified Total Direct Costs (MTDC) base. Funds designated for Interval House are for one FTE Domestic Violence Counselor.



Grant Subaward Budget Narrative

Grant Subaward #: LE23 07 6860

Subrecipient: City of Huntington Beach

How shared costs are allocated: See the budget pages.

Duties and time commitments that support the proposed objectives and

activities: The three investigators handle domestic violence and restraining order violation cases. Their responsibilities include: reviewing in-custody, non-custody and preliminary investigation reports within 48 hours of the arrest or report, writing supplemental reports on cases requiring further investigation; gathering evidence including additional victim statements, witness statements, the identities of children in the home, reviewing previous incidents and criminal history, researching restraining orders in Orange County's WebDV and CLETS; completing case follow-up and discovery requests from the District Attorney's Office; providing consultation, guidance, and resources for patrol and HBPD personnel on effective domestic violence intervention and response techniques; serving as a point of contact with the victim service providers for mechanisms of interagency accountability; and working in close collaboration with the victim service partners. The Project contracts with Waymakers for a Victim Advocate to work a 4/10 schedule, Monday-Thursday and on-call 24/7 to respond to emergency requests by patrol and investigators. The services provided by the Waymakers Victim Advocate at HBPD include: crisis intervention (in-person and crisis calls), emergency assistance to meet basic needs, criminal justice system



Grant Subaward Budget Narrative

Grant Subaward #: LE23 07 6860

Subrecipient: City of Huntington Beach

advocacy, accompaniment to law enforcement interviews and court, resource and referral advocacy, civil legal advocacy/restraining order assistance, and assistance with Cal VCB claims. The Project contracts with Interval House for a FTE Domestic Violence Counselor, who offers priority shelter, including but not limited to a hotel when the shelters are full, crisis intervention through a 24/7 hotline, emotional support and social services assistance. This Project's victim advocacy staff provides: immediate in-person response to requests for advocacy by patrol and investigators on a 24-hour basis; consultation, resource materials and outreach materials to HBPD for the purpose of assisting officers and other law enforcement employees; assists with the development and/or revision of officer and advocate protocols; assists with the training of officers on responding to victims; and serves as a point of contact with HBPD for developing and initiating mechanisms of interagency accountability.

Discuss the necessity of any subcontracts and any unusual expenditures: There are no subcontracts or unusual expenditures and no anticipated mid-year salary range adjustments.



Grant Subaward Programmatic Narrative

Grant Subaward #: LE23 07 6860

Subrecipient: City of Huntington Beach

Plan to Meet Core Program Components

Victim Advocacy: HBPD contracts with Waymakers for victim advocacy services to victims of domestic violence and restraining order violations, and Interval House for a FTE Domestic Violence Counselor for shelter based services. The services which support the Project's goals and objectives include: crisis intervention and follow up counseling in person or over the phone; emergency assistance with basic needs; justice system advocacy including utilizing the California Victims Legal Resource Center and DOJ Victims' Services Unit where appropriate; accompaniment to law enforcement interviews and court; community resource referrals; civil legal advocacy; restraining order assistance; and CalVCB claim assistance. The victim service providers also provide consultation, resource and outreach materials to HBPD; assist with officer and advocate protocols for responding to victims; assist with the training of patrol officers on responding to victims of domestic violence and their children; and serve as a point of contact with HBPD for developing and initiating mechanisms of interagency accountability.

Training Component: The full-time investigator and victim service partners will provide one training event to HBPD personnel which will include: the dynamics



Grant Subaward Programmatic Narrative

Grant Subaward #: LE23 07 6860

Subrecipient: City of Huntington Beach

of power and control; identifying the dominant aggressor; crime scene investigation; evidence collection, firearms, search and seizure laws, offender dynamics and manipulation tactics, victim and suspect interview techniques, documenting and photographing victim's injuries, medical release and confidentiality, recording victim interviews whenever possible, noting children as being present and/or witnesses and notifying Child Protective Services, effective report writing techniques and legal requirements, writing detail-specific and comprehensive crime reports that can effectively be used in prosecution, restraining order cases, and family law court, types of protective orders, officer safety, and protocol for connecting with victim assistance providers.

Protocols for Protective Order Violations: The key strategies are to focus on proactive investigation of suspects with prior history of violence or prior court order violations. The Waymakers Victim Advocate supports this service model by reaching out to victims to provide case updates and safety planning.

Sustainability: HBPD has been the proud recipients of continuous VAWA STOP funding through the *LE Specialized Units Program* since 1998. A unique feature is the proposed Project's victim service providers are non-profit entities that will allow for the Project to apply for government, public, private, and foundation grants to help sustain the Project. Each partner has stable and secure histories



Grant Subaward Programmatic Narrative

Grant Subaward #: LE23 07 6860

Subrecipient: City of Huntington Beach

of fund development and will continue to pursue fundraising strategies to ensure the Project's future.



Federal Fund Grant Subaward Assurances Information and Instructions

This document is a binding affirmation that, in addition to the requirements and restrictions outlined in the Subrecipient Handbook, Subrecipients will comply with the assurances required by the federal program/fund source.

The Official Designee (see SRH Section 3.030) must sign this form.

Complete all sections of this form as follows:

- As part of the Grant Subaward Application – include the Grant Subaward number(s) for the applicable Cal OES Program(s) that share this fund source,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new federal fund source is being added to the Grant Subaward – include the current Grant Subaward number(s) for open Grant Subaward(s), and/or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the assurances are received by Cal OES after the execution of the applicable Grant Subaward. Please note that Cal OES will notify Subrecipients when this is required.

Cal OES Program Table Instructions:

- Subrecipients may list up to six Cal OES Programs/Grant Subaward numbers with the same fund source in the table.
- If a Subrecipient has more than six Cal OES Programs, an additional Federal Fund Grant Subaward Assurances Form must be submitted.
- If the Cal OES Program has multiple federal fund sources a Federal Fund Grant Subaward Assurances will need to be submitted for each federal fund source.



**Federal Fund Grant Subaward Assurances
STOP Violence Against Women Formula Grant Program**

Subrecipient: City of Huntington Beach

	Cal OES Program Name	Grant Subaward #	Grant Subaward Performance Period
1.	Law Enforcement Specialized Units (LE) Program	LE23 07 6860	01/01/2024-12/31/2024
2.			
3.			
4.			
5.			
6.			

Subrecipients agree to adhere to the following and ensure these assurances are passed down to Second-Tier Subrecipients.

1. Required Audits and Financial Statements (SRH Section 14.005)

Subrecipients expending \$750,000 or more in federal funds annually must comply with the single audit requirement established by the Federal Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. Part 200, Subpart F and arrange for a single audit by an independent Certified Public Accountant (CPA) firm annually. Audits conducted under this section will be performed using the guidelines established by the American Institute of Certified Public Accountants (AICPA) for such audits.

Subrecipient expends \$750,000 or more in federal funds annually.

Subrecipient does not expend \$750,000 or more in federal funds annually.

2. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide

The Subrecipient (and any Second-Tier Subrecipient) agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance apply to this Grant Subaward.

The Subrecipient (and any Second-Tier Subrecipient) also agrees that all financial records pertinent to this Grant Subaward, including the general accounting ledger and all supporting documents, are subject to Cal OES's review throughout the life of

the Grant Subaward, during the close-out process, and for seven years after the Subrecipient makes final payments and all other pending matters are closed, unless a different retention period applies. Subrecipients (and any Second-Tier Subrecipients) must provide access to performance measurement information, financial records, supporting documents, statistical records, and any other pertinent records indicated at 2 C.F.R. 200.334.

3. Requirements Related to System for Award Management and Unique Entity Identifiers

Subrecipients (and any Second-Tier Subrecipients) 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 current information in SAM.

Subrecipients also must comply with applicable restrictions for Second-Tier Subawards, including restrictions on Grant Subawards to entities that do not acquire and provide (to Subrecipients) the unique entity identifier assigned by SAM.

The details of the Subrecipients' obligations related to SAM and to unique entity identifiers are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Requirements related to System for Award Management (SAM) and unique entity identifiers) and are incorporated by reference here.

4. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information

Subrecipients (and any Second-Tier Subrecipients) must have written procedures in place to respond in the event of an actual or imminent "breach" (as defined in OMB M-17-12) if they:

- Create, collect, use, process, store, maintain, disseminate, disclose, or dispose of "Personally Identifiable Information (PII)" (as defined in 2 C.F.R. 200.1) within the scope of an OVW grant-funded program or activity, or
- Use or operate a "Federal information system" (as defined in OMB Circular A-130).

Subrecipients (and any Second-Tier Subrecipients) must have breach procedures that must include a requirement to report actual or imminent breach of PII to Cal OES no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OVW authority to terminate Grant Subaward)

Subrecipients (and any Second-Tier Subrecipients) 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 Subrecipients (and any Second-Tier Subrecipients), or individuals defined (for purposes of this condition) as "employees" of Subrecipients (and any Second-Tier Subrecipients).

The details of the Subrecipients' obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Prohibited conduct by Subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

6. Determination of Suitability to Interact with Participating Minors

This condition applies to the Grant Subaward (if it is indicated) when some or all of the activities to be carried out under the Grant Subaward (whether by Subrecipients, or Second-Tier Subrecipients) is to benefit a set of individuals under 18 years of age.

Subrecipients (and any Second-Tier Subrecipients) 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 OVW website at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

7. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

Subrecipients (and any Second-Tier Subrecipients) 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 Grant Subaward appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

8. OVW Training Guiding Principles

Subrecipients (and any Second-Tier Subrecipients) understand and agree that any training or training materials developed or delivered with funding under this Grant Subaward must adhere to the OVW Training Guiding Principle for Grantee and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

9. Potential Imposition of Additional Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with any additional requirements that may be imposed by OVW during the period of performance for this Grant Subaward, if Subrecipients are designated as "high-risk" for purposes of the DOJ high-risk grantee list.

10. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42

Subrecipients (and any Second-Tier Subrecipients) 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.

11. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 38.

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 also sets out rules and requirements that pertain to Subrecipient organizations (and any Second-Tier Subrecipient organizations) that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients (and any Second-Tier Subrecipients) that are faith-based or religious organizations.

12. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "educational programs."

13. Restrictions on "Lobbying" and Policy Development

In general, as a matter of federal law, federal funds may not be used by Subrecipients (and any Second-Tier Subrecipients), either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. Subrecipients (or any Second-Tier Subrecipients) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by Subrecipients (and any Second-Tier Subrecipients), 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 Subrecipient (or any Second-Tier Subrecipient) would or might fall within the scope of these prohibitions, the Subrecipient is to contact Cal OES for guidance, and may not proceed without the express prior written approval of Cal OES.

14. Compliance with General Appropriations-law Restrictions on the use of Federal Funds

Subrecipients (and any Second-Tier Subrecipients) must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at <https://www.justice.gov/ovw/award-conditions> (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by Subrecipients (and any Second-Tier Subrecipients) would or might fall within the scope of an appropriations or law restriction, Subrecipients are to contact Cal OES for guidance, and may not proceed without the express prior written approval of Cal OES.

15. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

Subrecipients (and any Second-Tier Subrecipients) must promptly refer to Cal OES any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this Grant Subaward-- (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 Grant Subaward should also be reported to Cal OES. Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

16. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

No Subrecipients (and any Second-Tier Subrecipients) under this Grant Subaward, or entity that receives a procurement contract or subcontract with any funds under this Grant Subaward, 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 Grant Subaward, 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.

a. In accepting this Grant Subaward, Subrecipients (and any Second-Tier Subrecipients):

- 1) Represent that they neither require, nor have 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) Certify that, if they learn, or are notified, that they have, or have been, requiring their 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, they will immediately stop any further obligations of Grant Subaward funds, will provide prompt written

notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

b. If Subrecipients are authorized under this award to make Second-Tier Subawards, procurement contracts, or both:

1) Subrecipients represent that:

a) No other entity (whether through a Second-Tier Subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) that they pass funds to 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

b) Appropriate inquiry has been made, or otherwise Subrecipients have an adequate factual basis, to support this representation; and

2) If learned or notified that any Second-Tier Subrecipient, contractor, or subcontractor entity that receives funds under this Grant Subaward 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, they will immediately stop any further obligations of Grant Subaward funds to or by that entity, will provide prompt written notification to Cal OES, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Cal OES.

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

Subrecipients (and any Second-Tier Subrecipients) must comply with, and are 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.

Subrecipients (and any Second-Tier Subrecipients) also must inform their employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

18. 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), the DOJ encourages Subrecipients (and any Second-Tier Subrecipients) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Grant Subaward, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19. Compliance with Statutory and Regulatory Requirements

Subrecipients (and any Second-Tier Subrecipients) agree to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

20. VAWA 2013 Nondiscrimination Condition

Subrecipients (and any Second-Tier Subrecipients) acknowledge that 34 U.S.C. 12291(b)(13) prohibits Subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the Subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The Subrecipient (and any Second-Tier Subrecipient) agrees that it will comply with this provision.

21. Misuse of Award Funds

Subrecipients (and any Second-Tier Subrecipients) understand and agree that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

22. Confidentiality and Information Sharing

Subrecipients (and any Second-Tier Subrecipients) agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of

compliance, such as policies and procedures for release of victim information. Subrecipients (and any Second-Tier Subrecipients) also agree to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>.

23. Activities that Compromise Victim Safety and Recovery or Undermine Offender Accountability

Subrecipients (and any Second-Tier Subrecipients) agree that Grant Subaward funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation or companion guide under which the application was submitted.

24. Policy for Response to Workplace-related Incidents of Sexual Misconduct, Domestic Violence, and Dating Violence

Subrecipients (and any Second-Tier Subrecipients) must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW website at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

25. Performance Progress Reports and Final Report Submission

Subrecipients agree to provide Cal OES with specific information regarding Grant Subawards. Subrecipients agree to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each Grant Subaward made; and d) such other

information as OVW may prescribe. Subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that Subrecipients must collect and report as a condition of receiving funding under this award.

26. Publications Disclaimer for STOP Formula Subrecipients

Subrecipients (and any Second-Tier Subrecipients) agree that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. LE23076860 awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

27. Copyrighted Works

Pursuant to 2 C.F.R. 200.315(b), Subrecipients (and any Second-Tier Subrecipients) may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this Grant Subaward. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a Subrecipient (and any Second-Tier Subrecipient), of this Grant Subaward, for federal purposes, and to authorize others to do so.

In addition, Subrecipients (and any Second-Tier Subrecipients or contractors) must obtain advance written approval from Cal OES, and must comply with all conditions specified by Cal OES in connection with that approval, before: 1) using Grant Subaward funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this Grant Subaward.

It is the responsibility of Subrecipients (and any Second-Tier Subrecipients, contractors, or subcontractors as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

28. Ongoing Compliance with Statutory Certifications

Subrecipients (and any Second-Tier Subrecipients) agree that compliance with the statutory certification requirements is an ongoing responsibility during the Grant Subaward period and that, at a minimum, a hold may be placed on the

Subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(e) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), and 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

29. Requirements for Subrecipients Providing Legal Assistance

Subrecipients (and any Second-Tier Subrecipients) agree that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of Subrecipients (and any Second-Tier Subrecipients).

a. The legal assistance eligibility requirements are:

- 1) any person providing legal assistance through a program funded under this grant program
 - a) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or
 - b) is partnered with an entity or person that has demonstrated expertise described in subparagraph (a); and
 - c) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide;
- 2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials;
- 3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and
- 4) Subrecipients' (and any Second-Tier Subrecipients') organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or

child sexual abuse is an issue. Subrecipients also agree to ensure that any Second-Tier Subrecipient will comply with this condition.

30. Federal Funding Accounting and Transparency Act (FFATA)

Yes No

- Has the Subrecipient received \$25,000,000 or more in federal funds in the preceding fiscal year?
- If the answer is yes, does the amount of federal funds received equal 80% or more of the Subrecipient's annual gross revenue?
- If the answer is yes to the above two questions, did the Subrecipient report to the U.S. Security and Exchange Commission?

For additional information reference: [Award Condition: Reporting Subawards and Executive Compensation \(Updated as of September 2016\) | Office of Justice Programs \(ojp.gov\)](#).

CERTIFICATION

I certify the Subrecipient identified above will comply with the requirements of the Subrecipient Handbook and the federal fund Grant Subaward assurances outlined above.

Official Designee's Signature: _____

Official Designee's Typed Name: Eric Parra

Official Designee's Title: Chief of Police

Date Executed: _____

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

Subrecipient: City of Huntington Beach	UEI # LKKFRC4PW7L4	FIPS #: 06059
Grant Disaster/Program Title: Law Enforcement Specialized Units Program (LE)		
Performance Period: 01/01/24	to 12/31/24	Subaward Amount Requested: \$ 270,857
Type of Non-Federal Entity (Check Applicable Box)	<input type="checkbox"/> State Govt <input checked="" type="checkbox"/> Local Govt <input type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	>10 grant
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 47,000,000
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	Yes
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

Certification: This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.

Signature: (Authorized Agent)	Date:
Print Name and Title: Eric Parra, Chief of Police	Phone Number: 714-536-5902
<i>Cal OES Staff Only: SUBAWARD #</i>	



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Grant Subaward Service Area Information

Grant Subaward #: LE23 07 6860

Subrecipient: City of Huntington Beach

1. County or Counties Served:
Orange

County where principal office is located: Orange

2. U.S. Congressional District(s) Served:
48

U.S. Congressional District where principal office is located: 48

3. State Assembly District(s) Served:
72

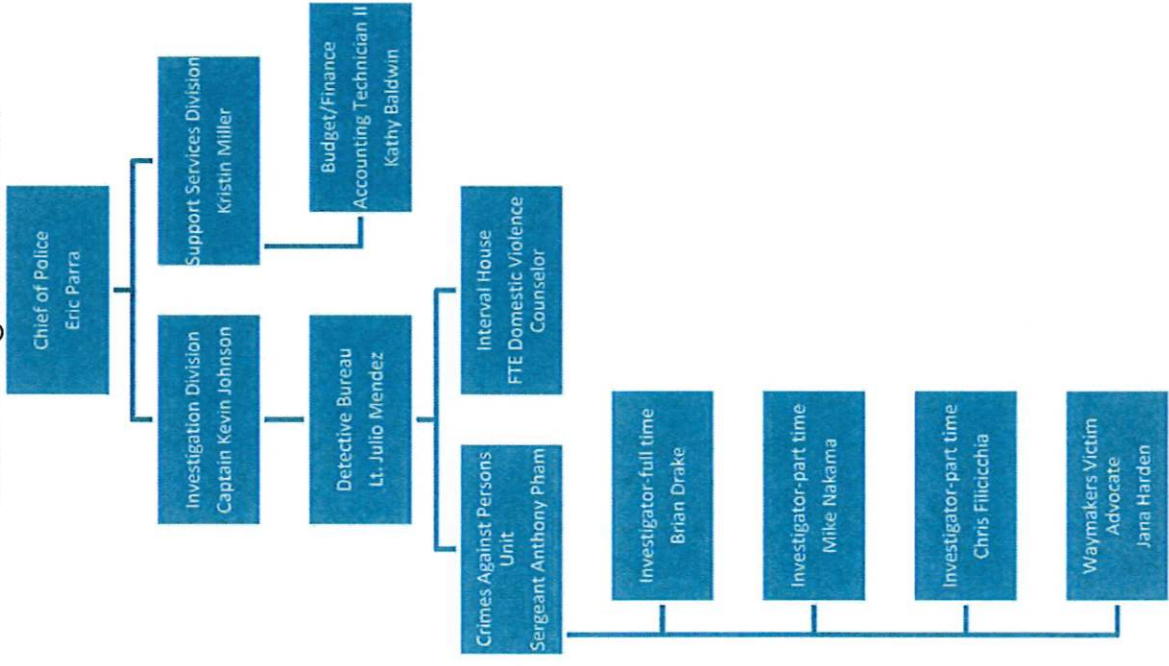
State Assembly District where principal office is located: 72

4. State Senate District(s) Served:
37

State Senate District where principal office is located: 37

5. Population of Service Area: 194,310 US Census population estimate July 1,2022

City of Huntington Beach
 Huntington Beach Police Department
 Cal OES Law Enforcement Specialized Units (LE) Program LE23 07 6860
 Table of Organization 2024





Operational Agreement Summary

Grant Subaward #: LE23 07 6860

Subrecipient: City of Huntington Beach

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. Orange County Rape Crisis Center	10/03/2023	01/01/24 to 12/31/24
2. Orange County Victim/Witness Program	10/03/2023	01/01/24 to 12/31/24
3. HBPD, Waymakers, Interval House	10/03/2023	01/01/24 to 12/31/24
4. HBPD, Interval House	10/10/2023	01/01/24 to 12/31/24
5. _____		to _____
6. _____		to _____
7. _____		to _____
8. _____		to _____
9. _____		to _____
10. _____		to _____
11. _____		to _____
12. _____		to _____
13. _____		to _____
14. _____		to _____
15. _____		to _____
16. _____		to _____
17. _____		to _____
18. _____		to _____
19. _____		to _____
20. _____		to _____



GUIDING POSITIVE AND
LASTING CHANGE

OPERATIONAL AGREEMENT

This Operational Agreement shall stand as evidence that the **Huntington Beach Police Department** and **Waymakers, Victim Assistance Program** intend to work together to provide a coordinated response to victims/survivors in Huntington Beach through the **Huntington Beach Collaboration: Violence Against Women Project**. Each agency agrees to participate in the program by coordinating/providing the following services.

Waymakers, Victim Assistance Program agrees to provide support services for all victims of crime including but not limited to: crisis intervention, emergency assistance, resource and referral counseling, and follow up support. In addition, Victim Assistance Program staff will provide accompaniment and advocacy as needed with law enforcement and the criminal justice system. Assistance in filing CalVCB Victim Compensation Claims and temporary restraining orders will also be offered to crime victims.

The **Huntington Beach Collaboration: Violence Against Women Project** agrees to accept referrals from **Waymakers Victim Assistance Program** and will provide:

- Immediate crisis intervention with referred victims and their families.
- Advocate will maintain contact with the investigating officer on assigned cases to ensure that the victim receives all services necessary to encourage continued cooperation in the investigation and subsequent prosecution.
- Advocate will be available to victims and/or law enforcement to assist in follow-up contacts between law enforcement and the victim including but not limited to interviews with investigators, identification line-ups, and coordination of court appearances.

Cross training will be coordinated and address appropriate subjects related to victimization issues and service delivery. A formal procedure of referral is established between the two programs to ensure comprehensive services are available to all victims and their families.

We, the undersigned, as authorized representatives of **Waymakers, Victim Assistance Program** and the **Huntington Beach Police Department** do hereby approve this document.

Lita Mercado
Director
Waymakers, Victim Assistance
Program Date: 10/3/23

Eric Parra
Chief of Police
Huntington Beach Police Department
Date: _____

WaymakersOC.org

[p 949.250.0488](tel:949.250.0488) | [f 714.540.1908](tel:714.540.1908) | [e info@waymakersoc.org](mailto:info@waymakersoc.org) | [a 440 Exchange Suite 250](http://440ExchangeSuite250.com) | Irvine,
CA 92602

This Operational Agreement shall in no way be construed as a contract. All parties reserve the right to terminate this Operating Agreement without cause at any time. This Operational Agreement is effective January 1, 2024 through December 31, 2024.



GUIDING POSITIVE AND
LASTING CHANGE

OPERATIONAL AGREEMENT

This Operational Agreement shall stand as evidence that the **Huntington Beach Police Department** and **Waymakers, Sexual Assault Victim Services** intend to work together to provide a coordinated response to victims/survivors in Huntington Beach through the **Huntington Beach Collaboration: Violence Against Women Project**. Each agency agrees to participate in the program by coordinating/providing the following services.

Waymakers, Sexual Assault Victim Services agrees to provide services through the 24-hour rape crisis hotline, provide hospital accompaniments for SART exams, provide in-person and support group counseling when appropriate, and provide personal safety classes to referrals from the **Huntington Beach Collaboration: Violence Against Women Project**.

The **Huntington Beach Collaboration: Violence Against Women Project** agrees to accept referrals from **Waymakers, Sexual Assault Victim Services** and will provide:

- Immediate crisis intervention with referred victims and their families.
- Advocate will maintain contact with the investigating officer on assigned cases to ensure that the victim receives all services necessary to encourage continued cooperation in the investigation and subsequent prosecution.
- Advocate will be available to victims and/or law enforcement to assist in follow-up contacts between law enforcement and the victim including but not limited to interviews with investigators, identification line-ups, and coordination of court appearances.

Cross training will be coordinated and address appropriate subjects related to victimization issues and service delivery. A formal procedure of referral is established between the two programs to ensure comprehensive services are available to all victims and their families.

We, the undersigned, as authorized representatives of **Waymakers, Sexual Assault Victim Services** and the **Huntington Beach Police Department**, do hereby approve this document.

Lita Mercado
Director
Waymakers, Sexual Assault Victim Services
Date: 10/3/23

Eric Parra
Chief of Police
Huntington Beach Police Department
Date: _____

WaymakersOC.org

p 949.250.0488 | f 714.540.1908 | e info@waymakersoc.org | a 440 Exchange Suite 250 | Irvine, CA 92602

This Operational Agreement shall in no way be construed as a contract. All parties reserve the right to terminate this Operating Agreement without cause at any time. This Operational Agreement is effective January 1, 2024 through December 31, 2024.

OPERATIONAL AGREEMENT

This Operational Agreement shall stand as evidence that the **Huntington Beach Police Department, Waymakers, and Interval House** intend to work together as part of the **Huntington Beach Collaboration: Violence Against Women Project** to provide a coordinated response to victims/survivors of domestic violence and their children in Huntington Beach. To this end, each agency agrees to participate in the program by coordinating and providing the following services.

Victim advocacy personnel will:

Provide consultation, resource materials and outreach materials to the Huntington Beach Police Department for first responders and other relevant department personnel; assist with the development and/or revision of officer and advocate protocols for responding to victims/survivors of domestic violence and their children; assist with training first responders, and other relevant department personnel, on best practices in responding to victims/survivors of domestic violence and their children.

The **Waymakers** Victim Advocate will be on-site at the Huntington Beach Police Department on a 4/10 schedule Monday-Thursday. The **Waymakers** Victim Advocate will maintain contact with the investigating officer on assigned cases to ensure that all victims receive all services necessary to encourage continued cooperation in the investigation and subsequent prosecution. The **Waymakers** Victim Advocate will provide the following services to victims/survivors of domestic violence and their children:

- A. *Crisis Intervention and follow up counseling*: response to crime victims' immediate emotional and/or physical needs, telephone and in-person support counseling services
- B. *Court Related Services*: assisting the victim with participating in the judicial process, including court support and accompaniment, Marsy's Law rights
- C. *Support Services*: advocacy on behalf of the victim; i.e., filing crime victim compensation claims, intervention with employers, case information and disposition, emergency services for basic needs, community resource referrals
- D. *Civil Legal advocacy*: restraining order assistance, family law legal resources, civil justice legal resources

Interval House will provide one FTE Domestic Violence Counselor to accept referrals from this project. The **Interval House** Domestic Violence Counselor will provide the following services to victims/survivors of domestic violence and their children:

- A. *In-person or telephone response*: respond to requests for advocacy from HBPD and victims/survivors of domestic violence on a 24-hour basis
- B. *24-hour hotline*: hotline operation to facilitate emergency needs of victims/survivors of domestic violence and their children
- C. *Priority shelter*: provide priority shelter on a 24 hour basis for domestic violence victims and their children from Huntington Beach including but not limited to a hotel when shelters are full


The Huntington Beach Police Department will coordinate the following services in the **Huntington Beach Collaboration: Violence Against Women Project**:

- A. Refer victims to the **Waymakers** Victim Advocate following the crime incident. Refer victims to the **Interval House** via the 24-hour hotline.
- B. The Huntington Beach Police Department provide office space, furniture, a telephone, and a computer for the **Waymakers** Victim Advocate, on site at the department. Reasonable work

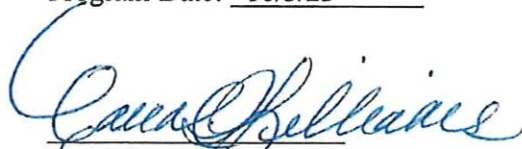
This Operational Agreement shall in no way be construed as a contract. All parties have the right to terminate this Operational Agreement without cause at any time. This Operational Agreement is effective January 1, 2024 through December 31, 2024.

- space, interview rooms, and meeting rooms are available to all project partners.
- C. Consult and coordinate with victim advocacy personnel for resource materials and outreach materials for the purpose of patrol officers/first responders, and other relevant department personnel.
 - D. Coordinate the development and/or revision of officer and advocate protocols with victim advocacy personnel for responding to victims of domestic violence and their children.
 - E. Coordinate with victim advocacy personnel for the training of patrol officers/first responders, and other relevant department personnel, on responding to victims of domestic violence and their children.
 - F. Serve as a point of contact with victim advocacy personnel for developing and initiating mechanisms of interagency accountability.

Eric Parra
Chief of Police
Huntington Beach Police Department
Date: _____



Lita Mercado
Director
Waymakers, Victim Assistance
Program Date: 10/3/23



Carol Anne Williams
Executive Director
Interval House
Date: 10/10/23

Operational Agreement

January 1, 2024 – December 31, 2024

This Operational Agreement shall stand as evidence the **Huntington Beach Police Department (HBPD)** and **Interval House** intend to work together as part of the **Huntington Beach Collaboration: Violence Against Women Project** with the mutual goal of providing a coordinated response to victims of domestic violence and their children in Huntington Beach. The agreement is dependent upon a grant award from the Cal OES Law Enforcement Specialized Units Program for the purposes of creating or enhancing our coordinated response to victims of domestic violence and their children, and the approval of a Professional Services Contract between the City of Huntington Beach and Interval House.

To this end, each organization agrees to participate in the Project by coordinating and providing the following:

Victim Advocacy

Interval House is contracted as the local Cal OES-funded Domestic Violence Assistance (DV) Program recipient for one full-time equivalent Domestic Violence Counselor, pursuant to Evidence Code 1037.1(a)(l). The Interval House Domestic Violence Counselor will:

Provide immediate in-person response to requests for advocacy by the Huntington Beach Police Department on a 24-hour basis.

Provide priority shelter for domestic violence victims and their children from Huntington Beach on a 24-hour basis including but not limited to a hotel when shelters are full.

Provide consultation, resource materials and outreach materials to the Huntington Beach Police Department for the purpose of patrol officers/first responders, and other relevant department personnel.

Assist with the development and/or revision of officer and advocate protocols for responding to victims of domestic violence and their children.

Assist with the training of patrol officers/first responders, and other relevant department personnel, on responding to victims of domestic violence and their children.

Serve as a point of contact with the Huntington Beach Police Department for developing and initiating mechanisms of interagency accountability.

Investigation and Coordination

The Huntington Beach Police Department will commit at least one full-time investigator to the **Huntington Beach Collaboration: Violence Against Women Project**. The investigator will act in both an investigative and coordinating capacity, and will:

Review arrest and preliminary investigation reports to evaluate cases and provide supplemental reports for issues requiring further investigation within 48 hours of the arrest.

Gather and document evidence including witness statements, the identities of all children in the home, previous incidents of domestic violence and violent crimes, as well as civil restraining order information from the California Law Enforcement Telecommunication System (CLETS).

Provide or facilitate training for patrol officers/first responders on responding to victims of domestic violence and their children.

Assist with the development of protocols for ensuring consistent and appropriate response by officers to violations of protective orders in order to ensure family safety.

Oversee the completion of domestic violence case follow-up requests or evidence requests by the District Attorney's Office.

Provide consultation and resources for officers, and other relevant personnel employed by the Huntington Beach Police Department, on effective domestic violence intervention and response techniques.

Serve as a point of contact with the domestic violence service provider and the Domestic Violence Counselor for developing and initiating mechanisms of interagency accountability.

Work in close cooperation with victim advocacy personnel.

Training

The Huntington Beach Police Department and Interval House will collaborate to provide training to patrol officers/first responders, and other relevant department personnel, on effective domestic violence intervention and response techniques. The training must include, but is not limited to:

- The dynamics of power and control in violence against victims of domestic violence
- Understanding the concept of dominate aggressor
- Crime scene investigation, including:
 - Conducting thorough victim interviews with detailed accounts of the crime
 - Treating the physical space as a crime scene and diligently documenting, collecting and booking physical evidence that corroborates the victim's(s') accounts
 - Photographing victim injuries
 - Noting children with detail on reports as being present and/or witnesses to the crime
 - Taping victim interviews/statements whenever possible
 - Writing detail-specific and comprehensive crime reports that can be effectively used in prosecution, court hearings, civil restraining order cases, child protection and custody hearings and conservatorships
 - Medical release and confidentiality information
 - Officer safety

Protocols for Sustainable Response

The Huntington Beach Police Department will contact Interval House with each domestic violence call.

Interval House domestic violence counselors will ensure an immediate response to victims of domestic violence referred by the Huntington Beach Police Department. The response may be to the scene, in person, or by phone 24 hours a day, as determined appropriate by law enforcement.

Interval House domestic violence counselors will provide emotional support and crisis counseling, legal advocacy, social services assistance, and other support, as needed.

Interval House and the Huntington Beach Police Department will work together to strengthen interagency accountability, protocols, resources, and cross-training to address the specialized needs of domestic violence victims. In the event of concern or conflict, The Huntington Beach Police Project Director and Interval House Supervisor will communicate the concerns and develop a resolution.

Interval House and the Huntington Beach Police Department will work together to develop a long-term plan for sustaining effective domestic violence responses after the grant cycle has expired.

Co-location

The Huntington Beach Police investigators and Waymakers staff are co-located in the HBPD Investigation Division, and the Interval House Domestic Violence Counselor is conveniently located nearby at the Interval House business office and confidential shelter location so victims of domestic violence can meet them for shelter and support services in the community.

Reasonable work space, interview rooms, and meeting rooms are available to all project partners at the Huntington Beach Police Department.

Representatives from the Huntington Beach Police Department and Interval House will meet regularly through phone and scheduled face-to-face meetings. The frequency and duration of such meetings will be based on the needs of the program, but should occur at least quarterly to discuss strategies, effectiveness and the implementation of services.

Reporting, Invoicing and Payment

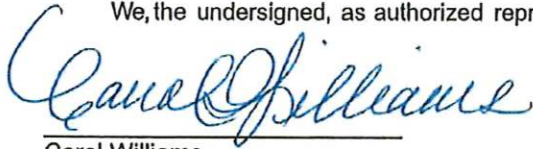
For January 1, 2024 to December 31, 2024, the Huntington Beach Police Department will subcontract to Interval House the amount of \$23,591 (grant award funds) towards one full-time equivalent Domestic Violence Counselor *dedicated* to this program. The Cal OES LE Grant will fund approximately 27% of the cost and Interval House will fund the remaining 73% of cost from other funding sources.

Interval House will submit to the Huntington Beach Police Department an invoice and functional time sheet, with source documentation, for services provided during the funded months. This documentation shall be submitted by the 15th of every month for the previous month.

Interval House will cooperate with the preparation of any progress reports and provide monthly statistical information. The statistical information includes but is not limited to:

- Number of calls received from Huntington Beach police officers at the 24-hour hotline
- Number of victims from Huntington Beach served by Interval House
- Demographics of the victims served
- Type of services provided by Interval House to the victims
- Number of victims who utilized emergency shelter and the number of nights each victim stayed in the shelter
- Number of Huntington Beach Police personnel trained

We, the undersigned, as authorized representatives of our agencies, do hereby approve this agreement.



Carol Williams
Executive Director
Interval House

Date: 10/10/23

Eric Parra
Chief of Police
Huntington Beach Police Department

Date: _____