

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

**1. PARTIES TO THE AGREEMENT**

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

**1.1 Party Departments or Agencies Participating In The Agreement**

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

**2. RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. PURPOSE AND INTENT**

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

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

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

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

#### **4.2 Overview of Basic Services**

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

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

## **5. TERM OF AGREEMENT**

### **5.1 Initial Term**

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

### **5.2 Option to Extend**

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

### **5.3 Termination**

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

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

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

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

### **6.1 Debarment and Suspension**

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

### **6.2 Anticipated Outcome**

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

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

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

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

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

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

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

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

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

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

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

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

### **6.3 Personnel Qualifications and Assignment**

#### **6.3.1 Qualifications**

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

#### **6.3.2 Management, Direction, and Supervision; Independent Contractors**

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

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

#### **6.3.3 Designated Operations Coordinators**

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

#### **6.3.4 Staffing for Basic Services**

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

#### **6.3.5 Equipment and Supplies**

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

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

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

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

## **7. COST OF SERVICES/CONSIDERATION**

### **7.1 General**

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

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

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

### **7.2 Project Costs/Rate of Compensation**

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

### **7.3 Method of Payment**

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

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

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

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

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

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

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

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

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



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

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

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

**7.3.6.1** Performance bond shall be included for reimbursement with invoice.

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

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

#### **7.4 Reimbursement Disallowances**

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

### **8. PROGRAM/FINANCIAL ADMINISTRATION**

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

**8.1.1 Contract Provisions**

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

**8.1.2 Methods of Procurement**

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

**9. REPAYMENT OF REIMBURSEMENTS**

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

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

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

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

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

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

## **11. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE**

### **11.1 Claims Arising from Sole Acts or Omissions of a PARTY**

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

### **11.2 Claims Arising From Concurrent Acts or Omissions**

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

### **11.3 Joint Defense**

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

#### **11.4 Reimbursement and/or Reallocation**

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

### **12. GENERAL PROVISIONS**

#### **12.1 Notices**

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

To SHERIFF:

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

To Non-County PARTIES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chief  
California Department of Parks and  
Recreation  
1416 9<sup>th</sup> Street  
Sacramento, CA 95814

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

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

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

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

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

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

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

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

#### **12.2 Amendment; Assignment**

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

#### **12.3 Entire Agreement**

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

#### **12.4 Construction**

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

#### **12.5 Waiver**

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

#### **12.6 Authority to Enter Agreement**

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

#### **12.7 Cooperation**

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

### **12.8 Counterparts**

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

### **12.9 Severability**

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

### **12.10 Legislative Changes**

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

### **12.11 Representation**

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

### **12.12 Dispute Resolution Concerning Services and Payment**

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

### **12.13 Termination of Funding**

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

**12.14 Obligation**

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

**12.15 California Law**

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

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

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

\_\_\_\_\_  
William D. Gore  
Sheriff

**CHULA VISTA POLICE  
DEPARTMENT**

\_\_\_\_\_  
Roxana Kennedy  
Chief

**EL CAJON POLICE  
DEPARTMENT**

\_\_\_\_\_  
Mike Moulton  
Chief

**LA MESA POLICE  
DEPARTMENT**

\_\_\_\_\_  
Ray Sweeney  
Chief

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

\_\_\_\_\_  
Mark Day  
Senior Deputy

**CORONADO POLICE  
DEPARTMENT**

\_\_\_\_\_  
Charles Kaye  
Chief

**ESCONDIDO POLICE  
DEPARTMENT**

\_\_\_\_\_  
Ed Varso  
Chief

**NATIONAL CITY  
POLICE DEPARTMENT**

\_\_\_\_\_  
Jose Tellez  
Chief



**OCEANSIDE POLICE  
DEPARTMENT**

---

Fred Armijo  
Chief

**UNIVERSITY OF CALIFORNIA  
SAN DIEGO POLICE DEPARTMENT**

---

Gregory Murphy  
Acting Chief

**RIVERSIDE COUNTY  
SHERIFF'S DEPARTMENT**

---

Chad Bianco  
Sheriff-Coroner

**HUNTINGTON BEACH POLICE  
DEPARTMENT**

---

Julian Harvey  
Chief

**ORANGE COUNTY  
SHERIFF'S DEPARTMENT**

---

Don Barnes  
Sheriff-Coroner

**SAN DIEGO HARBOR POLICE  
DEPARTMENT**

---

Mark Stainbrook  
Vice President of Public Safety/Chief

**SYCUAN TRIBAL POLICE  
DEPARTMENT**

---

William Denke  
Chief

**OXNARD POLICE  
DEPARTMENT**

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Jason Benites  
Chief

**VENTURA COUNTY  
SHERIFF'S OFFICE**

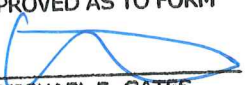
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William Ayub  
Sheriff

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

---

Nicole A. Sims  
Supervising Deputy

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

**LOS ANGELES COUNTY  
SHERIFF'S DEPARTMENT**

---

Alex Villanueva  
Sheriff

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

---

Ian Parkinson  
Sheriff

**SANTA BARBARA COUNTY  
SHERIFF'S OFFICE**

---

Bill Brown  
Sheriff-Coroner

**CALIFORNIA HIGHWAY PATROL**

---

Omar Watson  
Chief, Border Division

**CALIFORNIA DEPARTMENT  
OF PARKS AND RECREATION**

---

Gina Moran  
District Superintendent

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

---

Michelle Jackson  
Principal Deputy County Counsel

**MONTEREY COUNTY  
SHERIFF'S OFFICE**

---

Steve Bernal  
Sheriff

**SAN MATEO COUNTY  
SHERIFF'S OFFICE**

---

Carlos G. Bolanos  
Sheriff

**CALIFORNIA DEPARTMENT  
OF FISH AND WILDLIFE**

---

Melinda Peacock  
Section Chief  
Contracts and Procurement Section  
Business Management Branch

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

AGENCY NAME	Budget Narrative Category									TOTAL
	A	B	C	D	E	F	G	H	I	
	Operational OT	Fringe Benefits	Vehicle/Vessel Maint	Equip Maint	New/Replace Equip	Fuel Costs	Mileage	Flight Costs	M&A	
San Diego County Sheriff's Department	3,088,493	205,063	-	86,888	501,100	-	157,536	-	454,300	4,493,380
San Diego County Probation	-	-	-	-	-	-	-	-	-	-
Carlsbad Police Department	-	-	-	-	-	-	-	-	-	-
Chula Vista Police Department	86,742	1,258	-	-	-	-	-	-	-	88,000
Coronado Police Department	24,129	-	-	-	-	-	871	-	-	25,000
El Cajon Police Department	47,095	1,973	-	-	-	-	932	-	-	50,000
Escondido Police Department	10,000	-	-	-	-	-	-	-	-	10,000
La Mesa Police Department	179,380	10,583	-	-	118,000	-	8,037	-	-	316,000
National City Police Department	46,957	5,250	-	-	-	-	1,793	-	-	54,000
Oceanside Police Department	124,723	1,808	14,344	-	75,220	19,125	-	-	-	235,220
San Diego Harbor Police	80,753	12,799	17,000	-	165,000	74,880	1,768	-	-	352,200
San Diego Police Department	-	-	-	-	-	-	-	-	-	-
Sycuan Tribal Police Department	23,688	1,623	-	-	-	-	3,689	-	-	29,000
University of California San Diego Police Department	9,275	240	-	-	183,300	-	485	-	-	193,300
Riverside County Sheriff's Department	141,294	9,495	-	-	14,000	-	5,211	-	-	170,000
Oxnard Police Department	55,623	3,832	-	-	85,000	-	1,545	-	-	146,000
Huntington Beach Police Department	147,470	2,138	-	-	42,900	-	392	-	-	192,900
LA County Sheriff's Department	150,000	-	-	-	-	-	-	-	-	150,000
Orange County Sheriff's Department	230,731	22,750	8,498	-	-	17,640	3,381	-	-	283,000
San Luis Obispo County Sheriff's Office	136,641	22,573	7,338	1,440	39,000	5,083	10,925	6,000	-	229,000
Santa Barbara County Sheriff's Office	81,478	-	9,920	-	496,000	3,825	4,091	4,686	-	600,000
Ventura County Sheriff's Office	298,667	-	-	-	500,000	-	1,333	-	-	800,000
Monterey County Sheriff's Office	94,409	1,369	-	2,520	-	-	4,702	-	-	103,000
Santa Cruz County Sheriff's Office	-	-	-	-	-	-	-	-	-	-
San Mateo County Sheriff's Office	76,083	8,917	-	-	-	-	-	-	-	85,000
CA Highway Patrol	336,953	4,886	-	-	-	-	58,161	-	-	400,000
CA Department of Fish and Wildlife	49,285	715	-	-	-	-	-	-	-	50,000
CA Department of Parks and Recreation	125,309	1,817	14,436	-	-	3,263	5,175	-	-	150,000
<b>Grand Total San Diego County Region</b>	<b>\$ 5,645,178</b>	<b>\$ 319,089</b>	<b>\$ 71,536</b>	<b>\$ 90,848</b>	<b>\$ 2,219,520</b>	<b>\$ 123,816</b>	<b>\$ 270,027</b>	<b>\$ 10,686</b>	<b>\$ 454,300</b>	<b>\$ 9,205,000</b>

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

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

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

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

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

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

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

**Federal Regulations**

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

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

**1. Proof of Authority**

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

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



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

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

## **2. Period of Performance**

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

## **3. Lobbying and Political Activities**

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

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

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

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

## **4. Debarment and Suspension**

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

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

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

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

### **5. Non-Discrimination and Equal Employment Opportunity**

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

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

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

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

## **6. Drug-Free Workplace**

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

## **7. Environmental Standards**

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

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

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

## **8. Audits**

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

## **9. Access to Records**

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

## **10. Conflict of Interest**

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

## **11. Financial Management**

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

## **12. Reporting - Accountability**

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

## **13. Whistleblower Protections**

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

## **14. Human Trafficking**

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

## **15. Labor Standards**

The Agency will comply with the following federal labor standards:

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

## **16. Worker's Compensation**

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



## **17. Property-Related**

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

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

## **18. Certifications Applicable Only to Federally Funded Construction Projects**

For all construction projects, the Agency will:

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

## **19. Use of Cellular Device While Driving is Prohibited**

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

## **20. California Public Records Act and Freedom of Information Act**

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

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

**21. Acknowledgement of Federal Funding from DHS**

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

**22. Activities Conducted Abroad**

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

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

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

**24. Copyright**

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

**25. Duplication of Benefits**

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

**26. Energy Policy and Conservation Act**

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

**27. Federal Debt Status**

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

**28. Fly America Act of 1974**

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

### **29. Hotel and Motel Fire Safety Act of 1990**

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

### **30. Non-supplanting Requirement**

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

### **31. Patents and Intellectual Property Rights**

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

### **32. SAFECOM**

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

### **33. Terrorist Financing**

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

### **34. Reporting of Matters Related to Subrecipient Integrity and Performance**

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

### **35. USA Patriot Act of 2001**

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

### **36. Use of DHS Seal, Logo, and Flags**

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

## IMPORTANT

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

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

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

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

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

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

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

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

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

**2020 OPERATION STONEGARDEN (OPSG) OPERATIONS  
ORDER AND BUDGET**
**OMB No: 1660-01258  
Expires: 09/30/2023**
**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 571 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0125).

**NOTE: DO NOT SEND YOUR COMPLETED FORM TO THIS ADDRESS.**

<b>Op Order Name:</b>	SDC OPERATION STONEGARDEN (OPSG) FY2020	
<b>Op Order Number:</b>	OPSG OO CA San Diego FY20 21-SDCSDC-12-001 V0	
<b>Op Dates:</b>	<b>From:</b> 9/1/2020	<b>To:</b> 8/31/2023
<b>Report Date:</b>	12/09/2020	

**(U) Warning:** The information contained herein remains under the control of the Department of Homeland Security (DHS), through U.S. Customs and Border Protection (CBP). It is being disseminated for authorized law enforcement purposes only.

**(U)** This document contains information that is UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. § 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public, the media, or other personnel who do not have a valid need-to-know without prior approval of an authorized CBP official.

**(U)** Privacy Act 5 U.S.C. § 552a(b) “No agency shall disclose any record which is contained in a system of records by any means of communication to any person, or to another agency, except pursuant to a written request by, or with the prior written consent of, the individual to whom the record pertains [subject to 12 exceptions].” OOs and OPSG Operational documents contain shared intelligence, information, targeted enforcement information, Personally Identifiable Information (PII) of USBP and partner State, Local, and Tribal law enforcement entities. PII should not be released as it places public safety officials in danger from illicit actors and shared intelligence and information should not be disclosed without notice and permission from the contributing law enforcement agencies.”

**Executive Summary**

Law enforcement partnerships between federal, state, and local entities are critical to improving operational control of the border. Grant funding in the amount of \$9,205,000 via Operation Stonegarden (OPSG) will be utilized by a total of 25 partner law enforcement agencies from local units of government within San Diego County, including the Sycuan Tribal Police Department, Sheriff's Departments from San Diego, Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Monterey, and San



Mateo Counties, as well as California State Agencies to target border-related crime in the U.S./Mexico Border area and the California coastline. The San Diego County Sheriff's Department will be the OPSG Grant Administrator. The point-of contact (POC) will be Lieutenant Kevin Ralph. The San Diego Sector Chief Patrol Agent will have operational oversight. The POCs will be Supervisory Border Patrol Agent's Robert Nila and Max Lopez.

The San Diego Sector Chief Patrol Agent, in coordination/collaboration with OPSG stakeholders, will determine which areas will be the focus of operations. Security threats and operational hours/activities will be determined jointly between the San Diego Sector unified command staff and the OPSG Integrated Planning Team (IPT). Maritime-specific operations will be coordinated jointly with the San Diego Regional Coordinating Mechanism (ReCoM), Los Angeles/Long Beach ReCoM, Central California Maritime Agency Coordination Group (CenCal MAC), and the San Francisco ReCoM.

Utilizing an all-threats approach in collaboration with U.S. Customs and Border Protection/Border Patrol, state and local law enforcement agencies will exercise their unique jurisdictional capabilities in order to collaboratively address border security issues. Historically, San Diego County has been a highly favored operational area for crime and drug smuggling organizations. The close proximity of Tijuana, Mexico to San Diego, California, population density, significant coastline, and extensive transportation networks leading to the interior immediately north of the border make San Diego a consistently lucrative target. Now, as the maritime smuggling threat increases, these organizations are looking for smuggling opportunities beyond San Diego County as demonstrated by Pangas being discovered more than 400 miles north in San Mateo County. Border-related crime represents an all-threat environment in that the primary criminal activity (drug/human smuggling) often results in cross-border criminal organizations and individuals undertaking secondary and frequently, tertiary criminal activities that involve a wider range of crimes (kidnappings, assaults, murders, money laundering, cross-border weapons trafficking, etc.). These criminal activities, when undertaken in the U.S., constitute a threat to domestic security, subsequently triggering involvement by state and local law enforcement.

#### **A. General Situation:**

San Diego County (SDC) includes approximately 90 miles of international land border and the responsibility of the San Diego Sector includes the 840 miles of coastal border of the State of California, including beaches and bays. SDC has an effective level of security that is commensurate with known and identified risks associated with criminal organizations. The incidence of border violence associated with competing drug cartels in the Tijuana/Tecate areas has continued and still has great potential to spread into the United States. Frequent assaults against Border Patrol Agents are a common diversionary tactic utilized by smuggling organizations to further their criminal activity. During a particularly volatile situation on July 23, 2009, Border Patrol Agent Robert Rosas was

murdered in close proximity to the border fence while responding to alien traffic in the Campo Station AOR. As security of the border is established and/or expanded within key target zones, criminal organizations resort to increasingly elaborate smuggling methods such as sophisticated cross-border tunnels, watercraft in the maritime environment, and ultra-light aircraft. U.S. Border Patrol San Diego Sector Operation Division will address specific threats posed by such organizations and aggressively integrate OPSG assets to reduce violent crime along the border, increase border security, and improve the quality of life within affected communities throughout the San Diego Sector operational AOR.

As the Maritime threat continues to increase in San Diego Sector's AOR, it has been necessary to provide additional funding and support along the coast to address emerging maritime Panga smuggling events approximately 489 miles north in Monterey, Santa Cruz and San Mateo counties.

Since its inception, the intent of OPSG has been to enhance law enforcement preparedness and operational readiness along the nation's borders. The Department of Homeland Security Appropriations Act 2010 (PL 111-83), via the Homeland Security Grant Program, allocated \$90 million in FY 2020 OPSG grant funds for use by local units of government to increase coordination and enforcement capabilities in support of Department of Homeland Security (DHS) goals including those outlined in the Border Patrol National Strategy. For this grant year, the San Diego Sector has been awarded \$9,205,000 in FY 2020 OPSG Homeland Security Grant funds.

#### **B. Terrain/Weather:**

Terrain features within the San Diego Sector include beaches, estuaries, coastal plains, steep canyons and ravines, high desert, and mountains over six thousand feet in elevation. There are numerous environmentally sensitive and protected areas. Dense, low lying brush and scrub trees cover much of the rural terrain throughout.

San Diego County's western corridor is one of the most densely populated areas in the United States. The corridor includes the cities of San Diego, Imperial Beach, Chula Vista, Coronado, Encinitas, Carlsbad, and Oceanside. The County's central corridor is comprised primarily of a blend of sparsely populated remote and rural wilderness areas. The eastern corridor consists of rural mountain and ranching enclaves with populations ranging from a few hundred up to several thousand.

Orange County through San Mateo County represents a rugged coastline along with varying weather. Los Angeles County includes the Islands of Catalina and San Clemente. Ventura and Santa Barbara Counties include the Channel Islands. These islands are remote and desolate and represent an area of great concern for the San Diego Sector.

California State Parks and the California Highway Patrol are working together in remote areas from Ventura to San Mateo with the Sheriff's Offices in each of those counties as the Maritime threat continues to move north along the California Coast.

Weather conditions vary greatly throughout the San Diego Sector. The western corridor generally maintains year round mild temperatures that average 50 to 80 degrees. The central and eastern corridors can experience extremes in temperatures ranging from subfreezing to well over 100 degrees. Eastern portions of the County can experience occasional snowfall and high winds. In addition, the western portion of the San Diego Sector experiences frequent coastal eddies (a combination of low clouds and fog), which extend several miles inland.

Wildfires are a very real and persistent threat throughout the San Diego Sector. The fire season extends from May through November. Historically, wildfires have resulted in the devastating loss of life and property

The combination of climatic extremes, rugged terrain, dense urban corridors, and protected environmental areas presents a complex challenge to conducting daily operations. As such, enforcement entities operating within the counties utilize considerable ingenuity and flexibility in order to achieve their missions.

**C. Criminal Element:**

Drug smuggling organizations continue to pose significant threats throughout the area. These organizations have become increasingly sophisticated and use counter surveillance, diversionary tactics, night vision devices, and secure communications while conducting operations. Human trafficking, trans-border kidnappings, extortion, murder, and intimidation are common results of cartel competition for lucrative territory. Criminal debriefings, examination of pocket trash, and officer observations indicate substantial intelligence gathering efforts against law enforcement operations by area criminal organizations. Smugglers frequently utilize dangerous tactics in order to further their cargo into the United States. Among these are failures to yield when vehicle or checkpoint stops are initiated, abandonment of the smuggling vehicle by the driver while it is still in motion, wrong-way driving on freeways north through the Mexican Port of Entry into the southbound lanes of Interstate 5, and the overloading of boats with human cargo. The abandonment of individuals or entire groups by their guides in remote, inhospitable environments is not uncommon and has resulted in a significant number of deaths. Smuggling organizations using these, and other tactics, have been historically responsible for several assaults on Border Patrol Agents and local law enforcement officers.



**D. Friendly Forces:**

San Diego County Sheriff's Department  
San Diego Harbor Police  
Carlsbad Police Department  
Chula Vista Police Department  
Coronado Police Department  
Escondido Police Department  
La Mesa Police Department  
National City Police Department  
El Cajon Police Department  
Oceanside Police Department  
Sycuan Tribal Police Department  
Riverside County Sheriff's Department  
Huntington Beach Police Department  
Oxnard Police Department  
Ventura County Sheriff's Office  
Orange County Sheriff's Department  
Los Angeles County Sheriff's Department  
Monterey County Sheriff's Office  
Santa Barbara County Sheriff's Office  
San Luis Obispo County Sheriff's Office  
San Mateo County Sheriff's Office  
California Highway Patrol  
California Department of Fish and Wildlife California  
Department of Parks and Recreation University of  
California San Diego Police Department

**II. MISSION**

Department of Homeland Security, CBP/Border Patrol, state, and local law enforcement agencies operating in San Diego, Ventura, Orange, Riverside, Los Angeles, Santa Barbara, San Luis Obispo, Monterey and San Mateo Counties will collaborate to raise border security by:

- Disrupting and degrading targeted transnational criminal organizations (TCO's)
- Enhancing land/coastal border detection and interdiction capabilities
- Expanding formal communication, intelligence protocols, and nontraditional intelligence/fusion opportunities

## EXHIBIT E

### Federal Grant Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Hyperlinks for Operation Stonegarden (OPGS) Exhibits D, F, G, H**

Exhibit D: Title 2 of the Code of Federal Regulations Part 200

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>

Exhibit F: FY 2020 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)

[https://www.fema.gov/sites/default/files/2020-07/fy\\_2020\\_hsgp\\_nofo.pdf](https://www.fema.gov/sites/default/files/2020-07/fy_2020_hsgp_nofo.pdf)

Exhibit G: FY 2020 Homeland Security Grant Program (HSGP) California Supplement to the Federal NOFO

<https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202020%20HSGP%20State%20Supplement.pdf>

Exhibit H: Federal Preparedness Grants Manual

<https://www.fema.gov/grants/preparedness/manual>