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

FROM: Stanley L. Sniff, Jr., Sheriff-Coroner-PA

SUBMITTAL DATE:
March 30, 2011

SUBJECT: Acceptance of FY 10 Operation Stonegarden Grant Project from the California Emergency Management Agency (Cal-EMA).

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Acknowledge acceptance of the Grant Award from the California Emergency Management Agency (Cal EMA) in the amount of \$400,030; and
2. Approve and direct the Auditor-Controller to make the budget adjustments on the attached schedule A.
3. Authorize the Board Chair to sign an Operational Agreement between the Riverside Sheriff's Department and Blythe Police Department.

BACKGROUND:

(Continued on next page)

BR 11-070

Will Taylor

 Stanley L. Sniff, Jr., Sheriff-Coroner-PA
 Will Taylor, Director of Administration

FINANCIAL DATA	Current F.Y. Total Cost:	223,400	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$0	For Fiscal Year:	FY 2010/2011

SOURCE OF FUNDS: 100% Federal Grant Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Debra Cournoyer
 BY: _____
 Debra Cournoyer

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong*
 SAMUEL WONG
 Departmental Concurrence
 DATE: *3/29/11*
 NEAL R. KIPNIS

ATTACHMENTS FILED
 WITH THE CLERK OF THE COUNTY
 Per Exec. Ofc.:
 Policy
 Policy
 Consent
 Consent

3.64

BACKGROUND: continued

On October 18, 2010 (3.44), the Board of Supervisors adopted resolution 2011-274 authorizing the Sheriff to apply for federal funding provided by the California Emergency Management Agency. On January 27, 2011, the Sheriff's Department was awarded a grant in the amount of \$400,030. The Operation Stonegarden Project will be conducted by local law enforcement agencies in collaboration with the United States Border Patrol-Yuma Sector. The focus of the operation will be to increase law enforcement presence in areas identified through intelligence information as "high-entry" points and routes of egress used by narcotic smuggling and human trafficking organizations, or as central transportation hubs.

Through the enforcement of the California Penal Code, Stonegarden officers will act as a second tier of Homeland Security operations in direct support of the National Border Patrol Strategy.

It is the intent of the Yuma Sector Chief Patrol Agent, to increase border security in direct coordination with the Riverside County Sheriff's Department and Blythe Police Department. To that end, the grant budget includes funding for the Riverside County Sheriff's Department to contract with the Blythe Police Department to reimburse them for grant related expenses.

OPSG does not extend Federal authority to County or Local law enforcement agencies to enforce Federal immigration laws. Riverside County Sheriff's Department and Blythe Police Department will focus on criminal suppression through identified ingress corridors pre-determined by intelligence based planning. Riverside County Sheriff's Department and Blythe Police Department will not enforce immigration violations but will concentrate on enforcing California Penal Codes along said ingress routes.

The Riverside County Sheriff's Department's goal is to achieve maximum deterrence of illegal activity within the borders of Riverside County by apprehending criminals involved in illicit acts and to increase opportunities for the collection of intelligence involving criminal organizations operating within the County. The Sheriff's Department will conduct increased patrol functions on days and at locations as intelligence dictates.

OPSG funding and equipment will be distributed to the Riverside Sheriff's Department and Blythe Police Department for the purpose of increasing law enforcement presence along major routes of ingress in their area of operation. The remaining grant balance will budgeted for FY2011/2012.

The documents have been approved as to form by County Counsel.

Schedule A

Increase Appropriations:

10000-2500300000-510420	Overtime	\$	40,000
10000-2500300000-518080	Other Budgeted Benefits	\$	2,000
10000-2500300000-521340	Maintenance - Communications Equipment	\$	15,000
10000-2500300000-521500	Maintenance - Motor Vehicles	\$	1,300
10000-2500300000-524660	Consultants	\$	103,500
10000-2500300000-527100	Fuel	\$	1,600
10000-2500600000-546160	Equipment - Other	\$	40,000
10000-2500300000-546380	Vehicles - Other	\$	20,000
		\$	<u>223,400</u>

Increase Estimated Revenues:

10000-2500300000-767220	Fed - Other Operating Grants	\$	223,400
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Riverside County Sheriff's Department
4095 Lemon Street, Riverside, CA 92501

Operational Agreement
Between the County of Riverside and City of Blythe
For the Operation Stonegarden Grant Program (OPSG)

TERM: October 1, 2010 through September 30, 2013
MAXIMUM REIMBURSABLE AMOUNT: \$198,106

I. PARTIES TO THE AGREEMENT

This Agreement is entered into by and between the County of Riverside (hereinafter "County") by and on behalf of the Sheriff's Department, and the City of Blythe (hereinafter "City").

II. PURPOSE

OPSG funds are intended to enhance cooperation and coordination among local, tribal, territorial, State, and Federal law enforcement agencies in a joint mission to secure the United States borders along routes of ingress from international borders to include travel corridors in States bordering Mexico and Canada, as well as States and territories with international water borders.

OPSG within Riverside County, California will be conducted by state, local, and tribal (SLT) law enforcement agencies in collaboration with the United States Border Patrol-Yuma Sector during the period of October 1, 2010 to September 30, 2013. The focus of the operation will be to increase law enforcement presence in areas identified through intelligence information as "high-entry" points and routes of egress used by narcotic smuggling and human trafficking organizations, or as central transportation hubs. Through the enforcement of the California Penal Code, Stonegarden officers will act as a second tier of Homeland Security operations in direct support of the National Border Patrol Strategy.

III. TERM

The term of this Agreement shall commence on October 1, 2010, upon approval by both parties, and shall terminate three years later on September 30, 2013.

IV. FUNDING

The Sheriff's Department shall reimburse the City in an amount not to exceed \$198,106 (\$97,771 for law enforcement officer overtime, \$60,000 for equipment, and 40,335 for maintenance). Items approved for purchase must be procured by the City within the first 12 months of the grant performance period. Any additional cost incurred over the approved line item budget will be the responsibility of the City.

The source of funding is the Homeland Security Operation Stonegarden Grant Program (OPSG) grant #2010-1085. The City agrees that the County's obligation to pay any sum under this Agreement is contingent upon the availability of sufficient OPSG funds. In the event that OPSG funding is suspended prior to the end of the three year grant period, funding for the City will be suspended, or prorated, accordingly.



V. RESPONSIBILITIES

- A. City of Blythe: The City shall comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.
- I. Grant Agreement #2010-1085;
 - II. California Emergency Management Agency FY2010 Grant Assurances;
 - III. OMB Circular A-87;
 - IV. Fiscal Year 2010 Homeland Security Grant Program Guidance and Application Kit; and

The City agrees to bill the Sheriff's Department on a monthly basis. Each invoice must be certified by the City as a valid OPSG expense and include source documentation that supports the billed costs. This must be submitted on City letterhead with the original signature of the authorizing official. Functional time sheets, payroll registers detailing hours paid out to employee and benefit sheets must be submitted to support overtime costs; and purchase orders, invoices, etc., must be submitted to support operating expense claims.

Invoices are due on the 12th day of the month following the billing month.

Invoices should be mailed to the following address:
Riverside County Sheriff's Department
Attn: Grants Unit
P.O. Box 512
Riverside, CA 92502

- B. Sheriff's Department: The Sheriff's Department will process all reimbursement claims within thirty (30) business days of receipt of the complete invoice package.

VI. BOOKS AND RECORDS

The City shall maintain adequate fiscal books, records, documents and other evidence pertinent to the Agreement in accordance with generally accepted accounting principles, and maintain adequate accounting records in support of its claims. The City assumes responsibility for any disallowances which may arise as a result of audit exceptions. The City further agrees to make OPSG related records and supporting documentation available to the California Emergency Management Agency, the Department of Homeland Security, the Federal Emergency Management Agency, and State or Federal auditors during the course of this Agreement and for a minimum of three years after final grant project audit. The City shall provide suitable facilities for



access, monitoring, inspection, and copying of books and records relating to the OPSG grant funded project.

VII. DEBARMENT AND SUSPENSION

As a sub-grantee of federal funds under this Agreement, the City certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

Will immediately notify the County if the City or its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

VIII. NONDISCRIMINATION

The City shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), and the Federal Civil Rights Act of 1964 (P. L. 88-352).

IX. LIABILITY

County and City, to the extent that liability may be imposed on the parties by the provision of Government Code Section 895.2, shall be liable for their own acts or omissions, including all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect, caused or alleged to have been caused by either County or City, their officers, directors, employees or representatives, in the performance or omission of any act or responsibility of their party under this Agreement. In the event that a claim is made against both the County and City, it is the intent of both parties to cooperate in the



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

defense of said claim and to cause their insurers to do likewise. The terms of this section shall survive the termination of the Agreement.

X. SIGNATURES

We, the undersigned, as authorized representatives of the County of Riverside and the City of Blythe, do hereby execute this document.

COUNTY OF RIVERSIDE

CITY OF BLYTHE

By: Matthew Aveling 2494

By: David Lane

Matthew Aveling
Title: Sheriff's Emergency Response
Team Lieutenant
Date:

David Lane
Title: City Manager
Date:

Date:
APPROVED AS TO FORM:
Pamela J. Walls, County Counsel

Date:
ATTEST
Mallory Sutterfield
Mallory Sutterfield, City Clerk

By: Neal Kipnis
Neal Kipnis
Deputy County Counsel

APPROVED AS TO FORM:
Christian L. Bettenhausen
Christian L. Bettenhausen
Assistant City Attorney

Bob Buster
Bob Buster
Chairman, Board of Supervisors

Date: