

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

2371

741



SUBMITTAL DATE:
9/15/16

FROM: Sheriff-Coroner-PA

SUBJECT: Budget Adjustment for the Federal FY 15 Homeland Security Operation Stonegarden Grant Program (OPSG), as Administered by the California Governor's Office of Emergency Services (Cal-OES) Grant and Authorize the Chairman to Sign the Operational Agreement with Grant Partner, City of Blythe. District 4. [\$0 – Federal Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A and
2. Authorize the Board Chair to sign an Operational Agreement between the County of Riverside on behalf of the Sheriff's Department and the City of Blythe.

(Continued on Page 2)
BR 17-021

Will Taylor
Stan Sniff
Sheriff-Coroner-PA

Will Taylor, Dir of Administration

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Federal Revenue 100%	Budget Adjustment: Yes
	For Fiscal Year: 16/17

C.E.O. RECOMMENDATION: APPROVE

BY: *Elizabeth J. Olson*
Elizabeth J. Olson

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 9/15/16

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: TAYYA S. HARRIS, CPA
9/15/16
Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order
- []

Prev. Agn. Ref.: 4/12/16 (3-19) | District: 4 | Agenda Number:

3-7

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Budget Adjustment for the Federal FY 15 Homeland Security Operation Stonegarden Grant Program (OPSG), as Administered by the California Governor's Office of Emergency Services (Cal-OES) Grant and Authorize the Chairman to Sign the Operational Agreement with Grant Partner, City of Blythe. District 4. [\$0 – Federal Revenue 100%]

DATE: 9/15/16

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BACKGROUND:

Summary

This is a cost reimbursement grant award, therefore the awarded amount is not received in advance.

Since the events of September 11, 2001, the United States of America has increased attention to the interception of terrorists attempting entry into the United States. Terrorists and other criminals such as human and drug traffickers are regarded by law enforcement as a primary threat to our nation. Operation Stonegarden (OPSG), through intelligence gathering and agency collaboration, seeks to identify methods and enforcement profiles to weaken these types of terrorist activities.

On April 12, 2016 (3-19), the Board adopted Resolution No. 2016-095 allowing the Sheriff or his designee to administer the County's grant project for the U.S. Department of Homeland Security Fiscal Year 2015 Operation Stonegarden (OPSG) grant through the California Governor's Office of Emergency Services (Cal-OES). The project is designed to be conducted by the Sheriff's Department and Blythe Police Department in collaboration with the United States Border Patrol-Yuma Sector. The Sheriff's Department FY 16-17 submitted budget only included \$250,000 in Federal revenue and costs related to the OPSG FY 15 grant. It is determined that FY 16-17 costs will actually be \$375,000 as originally shown on the April 2016 (3-19) Form 11. The Sheriff's Department is now requesting budget adjustments of \$125,000 in FY 16-17 from grant funds to conduct grant activities and complete the project by the grant end date of May 31, 2018. Total grant project and costs remain the same at \$500,000. 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 Sheriff's Department will receive 100% of grant funding directly and will reimburse the City of Blythe a maximum of \$230,000 for grant related costs as stated in the FY15 OPSG Operational Agreement between the County and City of Blythe.

OPSG within Riverside County, California will be conducted by local law enforcement agencies in collaboration with the United States Border Patrol-Yuma Sector during the grant performance period of October 1, 2015 to May 31, 2018. According to OPSG guidelines, we were not able to begin OPSG FY15 grant activities until all OPSG FY14 grant funds were fully expended in June, 2016. 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. 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.

The attached Operational Agreement has been approved as to form by County Counsel.

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FORM 11: Budget Adjustment for the Federal FY 15 Homeland Security Operation Stonegarden Grant Program (OPSG), as Administered by the California Governor's Office of Emergency Services (Cal-OES) Grant and Authorize the Chairman to Sign the Operational Agreement with Grant Partner, City of Blythe. District 4. [\$0 – Federal Revenue 100%]
DATE: 9/15/16
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Impact on Residents and Businesses

The OPSG funding allows the Sheriff's Department and Blythe Police Department to continue to work in collaboration with the United States Border Patrol-Yuma Sector 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. Our citizens are safer as a direct result of the Homeland Security grant funding of this joint mission.

ATTACHMENTS:

1. One (1) Operational Agreement (5 originals)
2. Schedule A – Budget Adjustments

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Program (OPSG), as Administered by the California Governor's Office of Emergency Services (Cal-OES)
Grant and Authorize the Chairman to Sign the Operational Agreement with Grant Partner, City of Blythe.
District 4. [\$0 – Federal Revenue 100%]
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FY 16/17
Schedule A

Increase Appropriations:

10000-2500300000-510420	Overtime	\$	49,096
10000-2500300000-518080	Other Budgeted Benefits		2,100
10000-2500300000-521500	Maintenance - Motor Vehicles		2,000
10000-2500300000-525440	Professional Services		59,302
10000-2500300000-528920	Car Pool Expense		1,506
10000-2500300000-546160	Equipment - Other		<u>10,996</u>
TOTAL		\$	125,000

Increase Estimated Revenues:

10000-2500300000-767220	Federal - Other Operating Grants	\$	125,000
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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 FY 15 Operation Stonegarden Grant Program (OPSG)

TERM: October 1, 2015 through May 31, 2018

MAXIMUM REIMBURSABLE AMOUNT: \$230,000.00

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, 2015 to May 31, 2018. 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, 2015, upon approval by both parties, and shall terminate thirty-two (32) months later on May 31, 2018.

IV. FUNDING

The Sheriff's Department shall reimburse the City in an amount not to exceed \$230,000.00 (\$198,044.10 for law enforcement officer overtime and fringe benefits; \$12,561.40 for equipment maintenance; \$5,494.50 for mileage reimbursement; \$2,400.00 for boat/wave runner fuel and \$11,500.00 for management and administration of the grant). 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.



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

The source of funding is the Homeland Security Operation Stonegarden Grant Program (OPSG) grant #2015-1078. 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 thirty-two (32) month 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 #2015-1078;
 - II. California Emergency Management Agency FY2015 Grant Assurances;
 - III. Uniform Administration Requirements and Cost Principles codified in Title 2 of the Code of Federal Regulations (CFR), Part 200; and
 - IV. Fiscal Year 2015 Homeland Security Grant Program Guidance and Application Kit.

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. The City agrees to secure Performance Bonds for any vehicles purchased, regardless of the cost of the vehicle.

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. In accordance with 2 CFR § 200.336, the City further agrees to make OPSG related records and supporting documentation available to the California Office of Emergency Services, 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 required by Executive Orders (EO) 12549 and 12689, and 2 CFR Section 200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the City will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. 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 any 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 statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for 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 AND EQUAL EMPLOYMENT OPPORTUNITY

The City will comply with all 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;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);
- (e) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (f) Drug Abuse Office and Treatment Act of 1972) (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of Treatment or recovery from drug abuse;
- (g) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) EO 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, or national origin;
- (k) EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (l) California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;



- (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.

In addition to the items listed in (a) through (n), the City will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2) and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

IX. DRUG-FREE WORKPLACE

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

X. ENVIRONMENTAL STANDARDS

The City will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

- (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) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
- (e) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
- (f) Protection of wetlands pursuant to EO 11990;



- (g) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- (h) 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.);
- (i) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (j) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
- (k) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
- (l) 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.

Finally, the City 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) finally determined to be in violation of federal law relating to air or water pollution.

XI. DISPOSITION OF EQUIPMENT

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security/Federal Emergency Management Agency, the City must request instructions from the Sheriff's Department on proper disposition of equipment.

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



XIII. 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

By: [Signature]
Robert Perdue
Title: Sheriff's Emergency Response
Team Lieutenant
Date: 9/14/16

CITY OF BLYTHE

By: [Signature]
Peter Cosentini
Title: City Manager
Date: 9/13/16

Date: 8/29/16
APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

Date: 9/13/16
ATTEST
[Signature]
Mallory Sutterfield, City Clerk

By: [Signature]
Neal Kipnis
Deputy County Counsel

APPROVED AS TO FORM:
[Signature]
Baron Bettenhausen
City Attorney

John J. Benoit
Chair, Board of Supervisors

Date: