

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

213



FROM: Sheriff-Coroner-PA

SUBMITTAL DATE:
11/18/15

SUBJECT: Budget Adjustment for the Federal Homeland Security Operation Stonegarden (OPSG) 2014 Grant as Administered by the California Governor's Office of Emergency Services (Cal-OES). District 4/4. [\$ 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 16-045

[Signature]
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: 15/16	

C.E.O. RECOMMENDATION: **APPROVE**

BY: *[Signature]*
County Executive Office Signature Elizabeth J. Olson

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: January 5, 2016
xc: Sheriff, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.: 5/19/15 (3-26) | District: 4/4 | Agenda Number:

3-24

FINANCIAL PROCEDURES APPROVED

PAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY: *[Signature]* 12/17/15

Susana Garcia-Bocanegra

FORM APPROVED COUNTY COUNSEL

BY: *[Signature]* 11/23/15

GREGORY P. PRIAMOS

DATE

- ☐ A-30
- ☒ 4/5 Vote
- ☐ Positions Added
- ☐ Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Budget Adjustment for the Federal Homeland Security Operation Stonegarden (OPSG) 2014
Grant as Administered by the California Governor's Office of Emergency Services (Cal-OES). District 4/4.
[\$ 0 - Federal Revenue 100%]

DATE: 11/18/15

PAGE: Page 2 of 4 (BR 16-045)

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 May 19, 2015 (3-26), the Board adopted Resolution No. 2015-116 allowing the Sheriff or his designee to administer the County's grant project for the U.S. Department of Homeland Security Fiscal Year 2014 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 is now requesting budget adjustments of \$421,252 for the grant funds to complete the project by the grant end date of May 31, 2016. 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 \$193,775 for grant related costs as stated in the FY14 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 period of October 1, 2014 to May 31, 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.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Budget Adjustment for the Federal Homeland Security Operation Stonegarden (OPSG) 2014
Grant as Administered by the California Governor's Office of Emergency Services (Cal-OES). District 4/4.
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PAGE: Page 3 of 4 (BR 16-045)

Impact on Citizens 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.

Attachment(s)

1. Operational Agreement

Schedule A

Increase Appropriations:

10000-2500300000-510420	Overtime	\$ 206,286
10000-2500300000-518080	Other Budgeted Benefits	9,767
10000-2500300000-520330	Communication Services	8,658
10000-2500300000-524660	Consultants	193,775
10000-2500300000-526910	Field Equipment-Non Asset	966
10000-2500300000-528920	Carpool Expense	<u>1,800</u>
TOTAL		\$ 421,252

Increase Estimated Revenues:

10000-2500300000-767220	Federal - Other Operating Grants	\$ 421,252
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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 14 Operation Stonegarden Grant Program (OPSG)

TERM: October 1, 2014 through May 31, 2016

MAXIMUM REIMBURSABLE AMOUNT: \$193,775.00

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, 2014 to May 31, 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.

III. TERM

The term of this Agreement shall commence on October 1, 2014, upon approval by both parties, and shall terminate twenty (20) months later on May 31, 2016.

IV. FUNDING

The Sheriff's Department shall reimburse the City in an amount not to exceed \$193,775.00 (\$153,696.30 for law enforcement officer overtime and fringe benefits, \$16,400.00 for equipment, \$13,990.82 for maintenance and \$9,687.88 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.

The source of funding is the Homeland Security Operation Stonegarden Grant Program (OPSG) grant #2014-0093. 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 twenty 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 #2014-0093;
 - II. California Emergency Management Agency FY2014 Grant Assurances;
 - III. OMB Circular A-87; and
 - IV. Fiscal Year 2014 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. 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 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

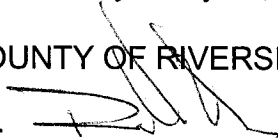


responsibility of their party under this Agreement. In the event that a claim is made against both the County and City, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. The terms of this section shall survive the termination of the 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

By: 
Robert Perdue
Title: Sheriff's Emergency Response
Team Lieutenant
Date: 12/10/2015

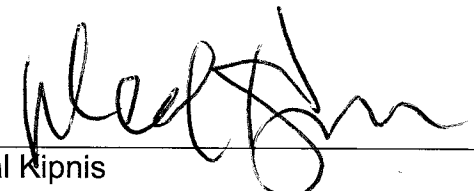
CITY OF BLYTHE

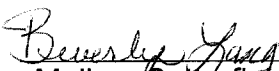
By: 
Mallory Sutterfield
Title: Interim City Manager

Date: 9/22/2015

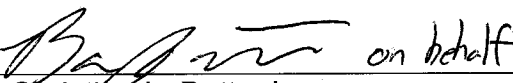
Date: 9/23/2015
ATTEST


Date:
APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: 
Neal Kipnis
Deputy County Counsel


Mallory Sutterfield, City Clerk
Beverly Lang, Deputy City Clerk

APPROVED AS TO FORM:

 on behalf
Christian L. Bettenhausen
City Attorney


JOHN J. BENOIT
Chair, Board of Supervisors

Date: JAN 05 2016

ATTEST:
KECIA HARPER-IHEM, Clerk

By: 
DEPUTY