

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



ITEM
3.55
(ID # 7302)

MEETING DATE:

Tuesday, June 26, 2018

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve and Authorize the Chairman of the Board of Supervisors to Execute the Federal FY16 Homeland Security Operation Stonegarden Grant Program (OPSG), Grant Operational Agreements with Grant Partners, City of Blythe and California Highway Patrol, District 4. [\$240,000 – Federal Revenue 100%].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the Chairman of the Board of Supervisor to execute the OPSG FY16 Grant Operational Agreements between the County of Riverside, on behalf of the Sheriff's Department, and the OPSG Grant Partners, the City of Blythe and California Highway Patrol, for an amount not to exceed \$120,000 each for a total of \$240,000.

BR 18-072

ACTION: 4/5 Vote Required, A-30, Policy


Will Taylor, Director of Administration 8/14/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: June 26, 2018
xc: Sheriff

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 240,000	\$ 240,000	
NET COUNTY COST	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Federal Revenue 100%			Budget Adjustment:	No
			For Fiscal Year:	17/18-18/19

C.E.O. RECOMMENDATION: Approve

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 November 1, 2016 (3-22), the Board adopted Resolution No. 2016-195 allowing the Sheriff or his designee to administer the County's grant project for the U.S. Department of Homeland Security Fiscal Year 2016 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, Blythe Police Department and California Highway Patrol in collaboration with the United States Border Patrol-Yuma Sector. The Sheriff's Department FY 16-17 submitted budget included \$400,000 in Federal revenue and costs related to the OPSG FY 16 grant. Prior to commencing expenditures under the OPSG FY16 Grant, grant activities and funds spent from the previous OPSG FY15 award had to be completed prior to the end of the performance period of May 31, 2018. Therefore, OPSG FY16 costs of \$400,000, originally shown on the approved November 1, 2016 (3-22) Form 11, will be conducted in FY 17/18 – 18/19. A subsequent budget adjustment will be submitted in FY 18/19. OPSG FY16 grant partners, City of Blythe Police Department and California Highway Patrol-Blythe Area, will be reimbursed from grant funds not to exceed \$120,000 each for a total of \$240,000. OPSG funding will be distributed to the Riverside County Sheriff's Department, Blythe Police Department and California Highway Patrol 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 and California Highway Patrol for grant related costs as stated in the FY16 OPSG Operational Agreement between the County and partner agencies.

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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, 2016 to May 31, 2019. According to OPSG guidelines, we were not able to begin OPSG FY16 grant activities until all OPSG FY15 grant funds were fully expended in May 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.

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 was 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. FY 16-17 costs were \$375,000 as originally shown on the April 12, 2016 (3-19) Form 11. On September 27, 2016 (3-7), the Sheriff's Department requested 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 remained the same at \$500,000. OPSG funding and equipment were distributed to the Riverside County 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 received 100% of grant funding directly and reimbursed 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.

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, Blythe Police Department and California Highway Patrol. OPSG does not extend Federal authority to County or Local law enforcement agencies to enforce Federal immigration laws. Riverside County Sheriff's Department, Blythe Police Department and California Highway Patrol will focus on criminal suppression through identified ingress corridors pre-determined by intelligence-based planning. Riverside County Sheriff's Department, Blythe Police Department and California Highway Patrol 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 criminal activity within the borders of Riverside County by apprehending criminals 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.

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The attached Operational Agreements have been approved as to form by County Counsel.

Impact on Residents and Businesses

The OPSG funding allows the Sheriff's Department to work in partnership with the Blythe Police Department and California Highway Patrol to continue to work in collaboration with the United States Border Patrol-Yuma Sector to achieve maximum deterrence of criminal activity within the borders of Riverside County by apprehending criminals 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.

Additional Fiscal Information

The OPSG FY16 funding will offset FY 17/18 through FY 18/19 overtime and other operational costs related in their efforts to achieve maximum border security and suppression of criminal activity through the identified ingress corridors within Riverside County within the grant performance period ending May 31, 2019. OPSG FY16 project and costs have been approved by the grant.

Attachments

1. Operational Agreement – City of Blythe
2. Operational Agreement – California Highway Patrol



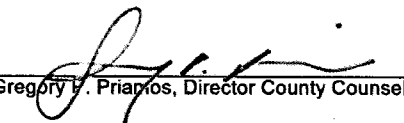
Melissa Noone, Associate Management Analyst

6/19/2018



Sandy Armijo

6/13/2018



Gregory F. Priamos, Director County Counsel

6/13/2018

OPERATIONAL AGREEMENT

for

CALIFORNIA GOVERNOR'S OFFICE of EMERGENCY SERVICES (Cal OES)

FY2016 OPERATION STONEGARDEN GRANT PROGRAM

between

COUNTY OF RIVERSIDE

and

CALIFORNIA HIGHWAY PATROL (CHP)



JUN 26 2018 3.55

SHERIFF - MT# 7302 / 6-26-18

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This Agreement, made and entered into this ____ day of _____, 2018, by and between CALIFORNIA HIGHWAY PATROL, (herein referred to as "CHP"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Operations

1.1 CHP shall comply with all FY 2016 OPERATION STONEGARDEN GRANT PROGRAM (OPSG) terms, conditions, and assurances as outlined and specified in Exhibit A, Scope of Operations, Attachment I - Op Order number 17-YUMBLY-12-001 Version 1, and Attachment II – Standard Assurances For All Cal OES Federal Grant Programs, at the amounts stated in Exhibit B, Budget, all attached hereto and incorporated herein by reference.

1.2 CHP represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CHP shall perform to the satisfaction of the COUNTY.

1.3 CHP affirms this it is fully apprised of all of the operations to be performed under this Agreement; and the CHP agrees it can properly perform this work at the budget stated in Exhibit B.

1.4 Acceptance by the COUNTY of the CHP's performance under this Agreement does not operate as a release of CHP's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through August 31, 2019, unless terminated earlier. CHP shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall reimburse the CHP for expenses incurred in accordance with the terms of Exhibit B, Budget. Maximum payments by COUNTY to CHP under this Agreement shall not exceed one hundred twenty thousand dollars (\$120,000) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CHP's expenses related to this Agreement.

3.2 CHP shall be reimbursed only in accordance with an invoice submitted to COUNTY by CHP within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within

thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CHP only after expenditures have been made by CHP. For this Agreement, send the original and supporting documentation to:

Riverside County Sheriff's Department
Grants Unit/ Claudia Bell
4095 Lemon Street, 1st floor
Riverside, CA 92501

- a) Each invoice must be on CHP letterhead with the authorized official's original signature to certify expenditures are valid OPSG expenses. Each itemized invoice must show quantities, item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total. Supporting documentation must be submitted at the same time as the itemized invoice and include functional time sheets, payroll registers detailing overtime rate and hours paid out to employees; employees benefit rate and benefit amount, Officer's Daily Activity Report summarizing labor, mileage and stats, plus Officer's Daily Activity Report narrative in support of operation overtime and mileage claims. Additionally, purchase orders, paid invoices for operating expenses, receiving slips, and proof of payment must be submitted to support equipment purchases and operating expense claims.

- b) Invoices shall be rendered monthly in arrears.

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CHP in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Termination

4.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CHP stating the extent and effective date of termination.

4.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CHP's default, if CHP refuses or fails to comply with the terms of this Agreement or fails to make progress that

may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

4.3 After receipt of the notice of termination, CHP shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

4.4 After termination, COUNTY shall make payment only for CHP's performance up to the date of termination in accordance with this Agreement.

4.5 CHP's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CHP; or in the event of CHP's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CHP shall not be entitled to any further compensation under this Agreement.

4.6 If the Agreement is federally or State funded, CHP cannot be debarred from the System for Award Management (SAM). CHP must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

4.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

5. Ownership/Use of Contract Materials and Products

The CHP agrees that all materials, reports or products in any form, including electronic, created by CHP for which CHP has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CHP agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

6. Conduct of CHP

6.1 The CHP covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CHP's performance under this Agreement. The CHP further covenants that no person or subcontractor having any such interest shall be employed or retained by CHP under this Agreement. The CHP agrees to inform the COUNTY of all the CHP's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

6.2 The CHP shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CHP is doing business or proposing to do business, in accomplishing the work under this Agreement.

6.3 The CHP or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

7. Inspection of Operations; Quality Control/Assurance

7.1 All performance by CHP of this Agreement shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CHP shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CHP's conformity with the terms of this Agreement. If any performance by CHP is not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CHP to perform in conformance with the terms of the Agreement at no additional cost to the COUNTY. The COUNTY may also terminate this Agreement for default and charge to CHP any costs incurred by the COUNTY because of the CHP's failure to perform.

7.2 CHP shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CHP's performance under this Agreement at any time, upon reasonable notice to the CHP.

8. Employment Eligibility

8.1 CHP shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

8.2 CHP warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees

performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CHP shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CHP shall retain all such documentation for all covered employees, for the period prescribed by the law.

9. Disputes

9.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The CHP shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

9.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

10. Licensing and Permits

CHP warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

11. Non-Discrimination

CHP shall not be discriminate in its operations or in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

12. Records and Documents

CHP shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CHP's costs related to this Agreement. All such books, documents and records shall be maintained by CHP for at least five years following termination of this Agreement and be available for audit by the COUNTY. CHP shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

13. Confidentiality

13.1 The CHP shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

13.2 The CHP shall protect from unauthorized disclosure names and other identifying information concerning persons, except for general statistical information not identifying any person. The CHP shall not use such information for any purpose other than carrying out the CHP's obligations under this Agreement. The CHP shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CHP shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

14. Administration/Contract Liaison

The Riverside County Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Riverside County Sheriff's Department is to serve as the liaison with CHP in connection with this Agreement.

15. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside Sheriff's Department
Grants Unit / Ileana Ireland
4095 Lemon Street, 1st floor
Riverside, CA 92501

CHP

Chief Jim Abele
CHP Border Division
9330 Farnham Street
San Diego, CA 92123

16. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

17. Hold Harmless/Indemnification

17.1 CHP shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any act or omission of CHP, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CHP shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts or omissions.

17.2 With respect to any action or claim subject to indemnification herein by CHP, CHP shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CHP indemnification to Indemnitees as set forth herein.

17.3 CHP'S obligation hereunder shall be satisfied when CHP has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

17.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CHP'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

18. Insurance

18.1 Without limiting or diminishing the CHP'S obligation to indemnify or hold the COUNTY harmless, CHP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CHP has employees as defined by the State of California, the CHP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CHP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CHP shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CHP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CHP'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CHP shall cause CHP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CHP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CHP'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of operations; or, there is a material change in the equipment to be used in the performance of the scope of operations; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CHP has become inadequate.

6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7) CHP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

19. Disposition of Equipment

When original or replacement equipment acquired under this Agreement is no longer needed for the OPSG program or for other activities currently or previously supported by the U.S. Department of Homeland Security/Federal Emergency Management Agency, the CHP must request instructions from the COUNTY on proper disposition of equipment.

20. General

20.1 CHP shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

20.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

20.3 In the event the CHP receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CHP shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CHP.

20.4 CHP shall comply with all applicable Federal, State and local laws and regulations. CHP will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between

the various laws or regulations that may apply, the CHP shall comply with the more restrictive law or regulation.

20.5 CHP shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.


20.6 CHP shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

20.7 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

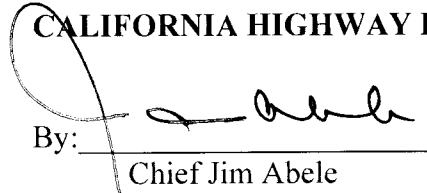
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chairman
Board of Supervisors

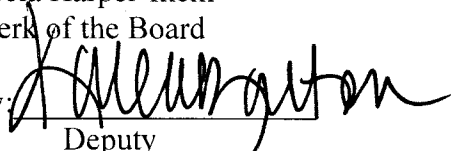
Dated: JUN 26 2018

CALIFORNIA HIGHWAY PATROL

By: 
Chief Jim Abele
CHP Border Division

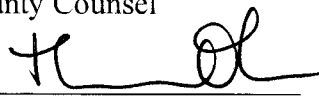
Dated: 05/31/2018

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

Dated: JUN 26 2018

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Thomas Oh
Deputy County Counsel

Dated: 6/7/18

EXHIBIT A
SCOPE OF OPERATIONS

The mission of the California Highway Patrol - Blythe Area will be to take action as a force multiplier for Federal, State, County, Tribal, and Local Law Enforcement Agencies in support of the National Border Patrol Strategy. The California Highway Patrol'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. During the course of OPERATION STONEGARDEN, California Highway Patrol Officers will conduct intelligence-based operations on ingress routes and unincorporated areas of Riverside County focusing on a zero tolerance of state law violations to assist in border safety. Officers will concentrate on suspicious activities/persons encountered within their designated areas.

Blythe Border Patrol Station will work collectively with RSD, BPD, and CHP to coordinate operations involving relevant intelligence, human and narcotic smuggling trends, routes of egress and pertinent BOLOS. Any encounter with Aliens of Special Interest Countries will be handled according to CBP Directive # 3340-021B.

Participating agencies will maintain their own individual chain of command as directed by internal policies and procedures. Operation Orders for specific OPSG enforcement officers will be approved by the Chief Patrol Agent, Yuma Sector, followed by Office of Border Patrol and FEMA prior to funding.

EXHIBIT B
BUDGET

A. MAXIMUM AMOUNT

Total payment under this Agreement shall not exceed the sum of one hundred twenty thousand dollars (\$120,000).

B. LINE ITEM BUDGET

OVERTIME

Saturation Patrol/Crime Sweeps Augmentation-Sworn (officers):

3 personnel x 10 hours per day x 1 shift per week x 29 weeks x \$79.25 per hour
(+ 0.42 for rounding)

\$68,947.92

(plus)

Saturation Patrol/Crime Sweeps Augmentation-Sworn (sergeant):

1 personnel x 11 hours per day x 1 shift per week x 29 weeks x \$96.39 per hour
\$30,748.41

= **\$99,696.33**

Dispatcher:

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:

1 personnel x 5 hours per day x 1 shift per week x 29 weeks x \$39.89 per hour
= **\$5,784.05**

FRINGE

Saturation Patrol/Crime Sweeps Augmentation-Sworn (officers):

3 personnel x 10 hours per day x 1 shift per week x 29 weeks x \$1.15 per hour
= \$1,000.50

(plus)

Saturation Patrol/Crime Sweeps Augmentation-Sworn (sergeant):

1 personnel x 11 hours per day x 1 shift per week x 29 weeks x \$1.40 per hour
= \$446.60

= **\$1,447.10**

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:

1 personnel x 5 hours per day x 1 shift per week x 29 weeks x \$3.20 per hour
= **\$464.00**

M&A

5% of \$400,000.00 grant = \$20,000.00. \$20,000.00 x 30% = \$6,000.00

= **\$6,000.00**

EQUIPMENT: Purchases: \$0

MAINTENANCE & UPGRADE: \$0

FUEL: \$0

MILEAGE:

4 vehicles x 63.3 miles per day x 1 days a week x 29 weeks = 7,342.80 miles per year x \$.90 cents per mile. Mileage rate is based on current state guidelines.
= **\$6,608.52**

Friendly Force Cost Summary – Allocation Amount \$120,000									
Cost Categories	Overtime	Fringe	M&A	Equipment	Fuel	Veh. Maint.	Mileage	Travel	Total
CHP	\$105,480.38	\$1,911.10	\$6,000.00	\$0	\$0	\$0	\$6,608.52	\$0	\$120,000.00

C. MODIFICATION OF TERMS

Changes may be made to the line item budget above provided that CHP adequately documents the need for the change and all of the following requirements are met:

1. The total amount of the Agreement does not change;
2. CHP delivers a written request to COUNTY for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be reduced or increased. Such requests must be made before the last ninety (90) days of the Agreement term;
3. COUNTY approves the request in writing prior to implementation. COUNTY reserves the right to deny request for reimbursement in excess of any line item; and
4. No other addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to the Agreement which is formally approved and executed by both parties.

D. DISALLOWANCE

In the event CHP receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by COUNTY, CHP shall promptly refund the disallowed amount to COUNTY on request, or at its option, COUNTY may offset the amount disallowed from any payment due to the CHP under any contract with COUNTY.

E. AVAILABILITY OF FUNDING

COUNTY's obligation for payment of any Agreement is contingent upon the availability of OPSG FY16 grant funds from which payment can be made. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CHP in writing, and this Agreement shall be deemed terminated and have no further force and effect.

Attachment I
U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Operations Order Report

Op Order Name: OPSG OO CA Riverside FY16 17-YUMBLY-12-001 V1

Op Order Number: 17-YUMBLY-12-001 Version 1

Op Dates: *From: October 1, 2016 To: May 31, 2019*

Report Date: November 10, 2016

Executive Summary

Since the events of September 11, 2001, the United States of America has demanded the interception of terrorists and their weapons attempting entry into the United States. Terrorists and other criminal enterprises such as human traffickers 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.

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, 2016 to May 31, 2019. 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.

I. SITUATION

A. General Situation:

Riverside County is the 4th largest of California's 58 counties in both population and sheer land mass of approximately 7,300 sq. miles. It has constantly been among the fastest growing counties in the country and includes 28 cities with a total populace of 2.3 million citizens. Historically, Riverside County has been highly favored operational area for alien and drug smuggling organizations. The close proximity to the international land border between Mexico and San Diego County along with two interstate freeways and the Colorado River within its boundaries make Riverside County a lucrative target.

U.S. Border Patrol Intelligence (Blythe Office), in a joint mission with the Riverside County Sheriff's Department (RSD), the Blythe Police Department (BPD) and the California Highway Patrol (CHP). OPSG officers, have identified several routes of ingress from the international border to include travel corridors leading from the United States International Boundary. In support of the U.S. Border Patrol mission, OPSG officers will be a critical law enforcement tool that will allow agencies to proactively address the need to increase the response to border security issues, enhance capabilities of local operation objectives of National and State Homeland Security Strategies, provide intelligence-based operation, and further increase the coordinated efforts of federal, state, local and tribal law enforcement agencies. The law enforcement efforts will be focused along Interstate 10, State Route (SR) 95, SR 78, SR 86, SR 111, Colorado River, Interstate 15 & 215, SR 60, SR 91, SR 243 and SR 79 as routes identified as cross state/cross sector routes of ingress/egress.

OPSG Operations Order Worksheet

Date received from the Sector:		Date	12/05/16
Date the Operations Order processed by LEOD OPS:		Date	12/05/16
Order Number:		17-YUMBLY-12-001 V0	
Operation start/end date:		10/01/16	Date 8/31/2019
Sub recipient:	Riverside	Grant Year:	FY 2016
State:	CA		
Sector:	YUM	FY Award Amount/Balance:	\$400,000.00
Does the OpOrder OT Request Exceed 50% of the award? (Letter is attached if OT is over 50% for Price Act Waiver):	Yes	Overtime:	\$322,331.98
		Fringe:	\$27,446.70
PRICE Act Waiver Request Attached:	Yes	Fuel:	\$3,600.00
Vehicle Justification Letter?:	Yes N/A	Maintenance	
Entered in MAX.GOV	Yes	Mileage:	\$16,406.28
Entered in BPETS	Yes	Travel:	
		Indirect Costs	
Date forwarded to FEMA:	12/6/2016	County M&A:	\$20,000.00
Total			\$400,000.00

SIGNATURES:

Reviewed by: ASC Luis Calderon 

OP approved by: AC Andrew K. Scharnweber 

CC: to LEOD Corridor

NOTES:

Kicked Back?:	N/A
Date of Kick Back:	N/A
Reason for Kick Back:	N/A
Date Returned from the Field:	N/A
Kicked Back a Second Time?:	N/A

ADDITIONAL NOTES:

B. Terrain/Weather:

Terrain: Enforcement areas are surrounded by rough, inhospitable desert with areas of soft sand, rocky terrain and scattered, high altitude mountain ranges.

Weather: Weather in the east portion of Riverside County, California is seasonal with extremely high temperatures in the summer months, and cooler weather evident during the winter months.

C. Criminal Element:

The majority of individuals contacted by local law enforcement personnel working Operation Stonegarden are expected to be people with arrest warrants, suspended/revoked driver's licenses, stolen vehicle recoveries, drug offenses, trespassing, unlawful off road vehicle use, and human and weapons trafficking.

D. Friendly Forces:

Riverside County Sheriff's Department, Blythe Police Department, California Highway Patrol, in addition to area state, local, and tribal (SLT) law enforcement agencies, as well as several federal law enforcement agencies, are evident throughout Riverside County. For the purpose of this grant, Blythe Police Department and the California Highway Patrol will be considered as friendly forces.

II. MISSION

The mission of OPSG within Riverside County, California is to increase SLT law enforcement presence along known routes of ingress from the border to detect, interdict and resolve criminal activity through the use of increased intra-agency intelligence sharing. This will be executed by supporting the priority mission of anti-terrorism, detection, arrest, prosecution and deterrence of all cross-border illicit traffic through increased communication.

III. EXECUTION

A. Management/Supervisor Intent:

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

The end-state of the operation will be to have increased 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.

Objectives:

- Increase law enforcement presence
- Reduced narcotics smuggling
- Reduced human trafficking

B. General Concept:

OPSG funding and equipment will be distributed to the Riverside Sheriff's Department, Blythe Police Department and the California Highway Patrol for the purpose of increasing law enforcement presence along major routes of ingress in their area of operation. This targeted enforcement is reported to significantly disrupt the activities of criminal organizations. The intent of this grant funding is to foster collaboration and cooperation with Federal, State, County, Tribal, and Local Law Enforcement Agencies in support of the National Border Patrol Strategy.

C. Specific Responsibilities:

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

The mission of the Riverside County Sheriff's Department will be to take action as a force multiplier for Federal, State, County, Tribal, and Local Law Enforcement Agencies in support of the National Border Patrol Strategy. The identification and apprehension of individuals involved in criminal activity along ingress routes into Riverside County shall be the primary objective of the Sheriff's Department. The Sheriff's Department will conduct increased patrol functions on days and at locations as intelligence dictates.

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. Riverside County Sheriff's Department deputies will patrol county and state roadways, conduct traffic stops on vehicles and conduct pro-active law enforcement. The Riverside County Sheriff's Department will be employing additional resources and equipment along State Routes 60, 78, 79, 86, 91, 95, 111 and 243, Interstate 10 and Interstate 15 & 215, and the Colorado River. Riverside County Sheriff's Department deputies will enforce state, county and local laws, adhering to their departments' policies and procedures. Riverside County Sheriff's Department will not enforce Title 8 (U.S. Immigration law). Riverside County Sheriff's Department personnel may be assigned in a covert capacity for observation and/or interdiction as approved by their commanders. End state: Identify and apprehend subjects committing illicit acts and gather intelligence on criminal organizations and or individuals.

During the course of Operation Stonegarden, Riverside County Sheriff's deputies will conduct intelligence based operations on egress routes and unincorporated areas of Riverside County focusing on zero tolerance of state law violations to assist in border safety. Deputies will concentrate on suspicious activities/persons encountered within their designated areas. Deputies will be responsible for submitting daily activity reports from OPSG assigned personnel and submitting a weekly report to the Blythe Border Patrol OPSG Point of Contact.

Riverside County Sheriff's Department will administer the grant within the Riverside County operational area to include the Riverside County Sheriff's Department, the Blythe Police Department, and the California Highway Patrol.

BLYTHE POLICE DEPARTMENT

Blythe Police Department will attempt to reduce the threat of border incursions by enhancing the law enforcement presence along border ingress routes into Riverside County. Personnel resources will be utilized to strengthen homeland security by increasing enforcement in areas which normally have infrequent police presence.

Blythe Police Department officers will be assigned within the jurisdictional limits of the City of Blythe and state highways which intersect in the City of Blythe. Blythe Police Department will be employing additional resources and equipment along State Routes 78, 95, and Interstate 10. To the east, officers will patrol Interstate 10 to the border of La Paz County, Arizona with observation of the Colorado River; and to the north, officers will patrol SR-95, which are known corridors for human trafficking and drug smuggling. The desert areas surrounding these corridors are locations that both drug and human smugglers have been known to use as an off road point of entry route to enter Riverside County, California.

Blythe Police Department officers will enforce state, county and local laws, adhering to their departments' policies and procedures. Blythe Police Department officers will not enforce Title 8 (U.S. Immigration law). Blythe Police Department personnel may be assigned in a covert capacity for observation and/or interdiction as approved by their commanders. End state: Identify and apprehend subjects committing illicit acts and gather intelligence on criminal organizations and or individuals.

During the course of Operation Stonegarden, Blythe Police Department officers will conduct intelligence based operations on egress routes and unincorporated areas of Riverside County focusing on a zero tolerance of state law violations to assist in border safety. Officers will concentrate on suspicious activities/persons encountered within their designated beats. Officers will be responsible for submitting daily activity reports from OPSG assigned personnel and submitting a weekly report to the grant administrators for the Riverside County Sheriff's Department and the Blythe Border Patrol OPSG Point of Contact.

CALIFORNIA HIGHWAY PATROL

The mission of the California Highway Patrol - Blythe Area will be to take action as a force multiplier for Federal, State, County, Tribal, and Local Law Enforcement Agencies in support of the National Border Patrol Strategy. The California Highway Patrol'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. During the course of Operation Stonegarden, California Highway Patrol Officers will conduct intelligence based operations on ingress routes and unincorporated areas of Riverside County focusing on a zero tolerance of state law violations to assist in border safety. Officers will concentrate on suspicious activities/persons encountered within their designated areas.

D. Coordinating Instructions:

Blythe Border Patrol Station will work collectively with RSD, BPD, and CHP to coordinate operations involving relevant intelligence, human and narcotic smuggling trends, routes of egress and pertinent BOLOS. Any encounter with Aliens of Special Interest Countries will be handled according to CBP Directive # 3340-021B.

Participating agencies will maintain their own individual chain of command as directed by internal policies and procedures. Operation Orders for specific OPSG enforcement officers will be approved by the Chief Patrol Agent, Yuma Sector, followed by Office of Border Patrol and FEMA prior to funding.

Point of Contact

Agency: Riverside County Sheriff's Department
 Title: Lieutenant
 Name: Robert Perdue
 Telephone: (951) 906-9736
 Email: rperdue@riversidesheriff.org

IV. ADMINISTRATION / LOGISTICS / BUDGET Request

A.1 Cost Estimates / Funding Issues / Budget Chart

Riverside County Total FY 2016 OPSG Total Grant Award: \$400,000.00			
Administration/Logistics/Budget		Narrative Justification (Computation of Items)	Federal Request
	Law Enforcement Operational Overtime *Over 50% in OT funding needs a P-Cap Waiver Request Letter.	Overtime Total (See Detail Below)	\$322,331.98
	Fringe Benefits for Law Enforcement	Fringe Total (See Detail Below)	\$27,446.70
	County M&A	(See Detail Below)	\$20,000.00
Total Personnel Cost			\$369,778.68
	Equipment (Provide AEL #)	Equipment Total	\$10,215.04
* Justification Letter needed for \$100K or more purchases * If more space is needed show total equipment cost and list all equipment in justification section of budget.	General Equipment	(2) Narcotic Identification Kits (AEL# 07CS-01-KSCS)	\$701.92
		(2) Vehicle Search Tool Kits (AEL# 03SR-02-TLHN)	\$419.12
		(2) LED Portable Work Lights (AEL# 03OE-03-LTPA)	\$302.00
		(2) Body Armor Vests (AEL# 01LE-01-ARMR)	\$1,851.24
	Maintenance	Radio System Access Fees (AEL #06CP-01-PORT)	\$1,950.00
	Upgrades	Video Surveillance System (AEL #14SW-01-VIDA)	\$4,990.76
* Needs Justification Letter	Special Equipment	N/A	\$0.00
* Needs Justification Letter	Vehicles, Watercraft, other type of vehicles	N/A	\$0.00
* Needs Justification Letter	Regional Capability Building equipment	N/A	\$0.00
Vehicles	Fuel Cost (Boat/OHV)	(See Detail Below)	\$3,600.00
	Maintenance Cost	N/A	\$0.00
	Mileage Cost	(See Detail Below)	\$16,406.28
Travel, Lodging, and Per diem	For Deployed LE and/or Federally sponsored (DHS/FEMA) border security task force, meetings or training	N/A	\$0.00
Total Funding Cost			\$400,000.00

Riverside County – FY 16 OPSG Total Grant Award \$400,000.00

Itemized Cost and Justifications

Riverside County is a sub recipient of the State of California's Governor's Office of Emergency Services (Cal-OES) Homeland Security Operation Stonegarden (OPSG) FY16 grant. Riverside County Sheriff's Department (RCSD), Blythe Police Department (BPD), and California Highway Patrol (CHP) will conduct OPSG operations under approved Operations Orders in coordination with the Blythe (CBP)/Border Patrol Station and Yuma Sector of the Office of Border Patrol. Costs will be allocated at 40% to Riverside County Sheriff's Department, 30% to Blythe Police Department and 30% to California Highway Patrol as agreed upon by the three agencies. Operations will begin once FEMA GPD and CBP/OBP Headquarters have approved Riverside County's Initial Operations Order. RCSD, BPD and CHP will conduct OPSG operations through the May 31, 2019 grant performance period end date as set by the State of California Cal-OES.

SUB RECIPIENT

(Itemized Cost and Justifications)

OVERTIME

Sworn:

Riverside County Sheriff's Department

Saturation Patrol/Crime Sweeps Augmentation-Sworn:

2 personnel x 10 hours per day x 1 shift per week x 72 weeks x \$78.97 per hour = **\$113,716.80**

Dispatcher:

Riverside County Sheriff's Department

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:

1 personnel x 10 hours per day x 1 shift per week x 36 weeks x \$54.58 per hour = **\$19,648.80**

= \$133,365.60 Subtotal - OT

FRINGE

Sworn:

Riverside County Sheriff's Department

Saturation Patrol/Crime Sweeps Augmentation-Sworn:

2 personnel x 10 hours per day x 1 shift per week x 72 weeks x \$3.45 per hour = **\$4,968.00**

Dispatcher:

Riverside County Sheriff's Department

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:

1 personnel x 10 hours per day x 1 shift per week x 36 weeks x \$6.56 per hour = **\$2,361.60**

= \$7,329.60 Subtotal - Fringe

M&A

Riverside County is allocating 5% of the \$400,000.00 grant award to Management and Administration (M&A) for a total of \$20,000.00. Under the current agreement with Blythe Police Department and California Highway Patrol, the amount of M&A will be split 40% RSD, 30% BPD and 30% CHP. (5% of \$400,000.00 grant = \$20,000.00. \$20,000.00 x 40% = \$8,000.00)

= \$8,000.00 Subtotal - M&A

EQUIPMENT

Purchases:

Riverside County Sheriff's Department

Two (2) Narcotic Identification Kits (AEL# 07CS-01-KSCS) = \$701.92

The Narcotic Identification Kits are a presumptive field test kits, used by law enforcement officers to identify narcotics rapidly in the field. The narcotic test pouches made of plastic and contain one, two, or three chemical ampoules. The field officer places a small amount of the suspected drug in the pouch, breaks the ampoules, and evaluates the chemical color change to identify the type narcotic. These narcotic tests kits will greatly aid the Stonegraden funded officers by quickly identifying narcotics in the field. (Cost is approximately $\$350.96 \times 2 = \701.92)

Two (2) Vehicle Search Tool Kit (AEL# 03SR-02-TLHN) = \$419.12

The Vehicle Search Tool Kit is a portable tool kit that includes specific hand tools, which allow field officers to cut, pry, and remove fasteners from a vehicle suspected in narcotics trafficking. The vehicle search kit aids the law enforcement field officer to quickly search vehicles for contraband. Illegal traffickers routinely conceal contraband within natural voids and hidden compartments found in motor vehicles. This would aid the Stonegarden funded officers in locating contraband during vehicle enforcement stops while in the field. (Cost is approximately $\$209.56 \times 2 = \419.12)

Two (2) LED Portable Work Lights (AEL# 03OE-03-LTPA) = \$302.00

The LED Portable Work lights are dual head 2000 Lumen Power portable work lights. The lights are attached to a tripod base. These lights are portable and will allow the field officers to illuminate an area with portable lighting. The portable lighting will aid the Stonegarden funded officers in safety and while evaluating crime scenes and evidence in the field. (Cost is approximately $\$151.00 \times 2 = \302.00)

= \$1,423.04 Subtotal – Equipment Purchase

Maintenance & Upgrade:

= \$0.00 Subtotal – Maintenance & Upgrade

= \$1,423.04 Subtotal – Equipment All

FUEL

Riverside County Sheriff's Department

Fuel, tires, engine repair, other OHV use x 20 operations x 10 hours x \$15.00 per hour. = \$3,000.00

= \$3,000.00 Subtotal - Fuel

VEHICLE MAINTENANCE

= \$0.00 Subtotal – Vehicle Maintenance

MILEAGE

Riverside County Sheriff's Department

1 vehicle x 177 miles per vehicle x 1 shift per week x 72 weeks = 12,744 miles per year x 0.54 cents per mile. Mileage rate is based on current county reimbursement travel guidelines. = \$6,881.76

= \$6,881.76 Subtotal – Mileage

TRAVEL

= \$0.00 Subtotal - Travel

A.2 This table is for each individual participant for their proposed expenditures only

Riverside County Sheriff – Sub Recipient Cost Summary									
Cost Categories	Overtime	Fringe	M&A	Equipment	Fuel	Veh. Maint.	Mileage	Travel	Total
RCSD	\$133,365.60	\$7,329.60	\$8,000.00	\$1,423.04	\$3,000.00	\$0.00	\$6,881.76	\$0.00	\$160,000.00
Total Cost	\$133,365.60	\$7,329.60	\$8,000.00	\$1,423.04	\$3,000.00	\$0.00	\$6,881.76	\$0.00	\$160,000.00

Riverside County Sheriff OT Cost \$148,695.2)
 Riverside County Sheriff General Cost \$ 11,304.8)
Total Cost \$160,000.00

FRIENDLY FORCES

(Itemized Cost and Justifications)

OVERTIME

Sworn:

Blythe Police Department

Saturation Patrol/Crime Sweeps Augmentation-Sworn:

2 personnel x 10 hours per day x 2 shift per week x 25 weeks x \$74.98 per hour = **\$74,980.00**

California Highway Patrol

Saturation Patrol/Crime Sweeps Augmentation-Sworn (officers):

3 personnel x 10 hours per day x 1 shift per week x 29 weeks x \$79.25 per hour (+ 0.42 for rounding) = **\$68,947.92**

(plus)

Saturation Patrol/Crime Sweeps Augmentation-Sworn (sergeant):

1 personnel x 11 hours per day x 1 shift per week x 29 weeks x \$96.39 per hour = **\$30,748.41**
= \$99,696.33

Dispatcher:

Blythe Police Department

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:

1 personnel x 4 hours per day x 2 shift per week x 25 weeks x \$42.53 per hour = **\$8,506.00**

California Highway Patrol

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:

1 personnel x 5 hours per day x 1 shift per week x 29 weeks x \$39.89 per hour = **\$5,784.05**

= \$188,966.38 Subtotal - OT

FRINGE

Sworn:

Blythe Police Department

Saturation Patrol/Crime Sweeps Augmentation-Sworn:

2 personnel x 10 hours per day x 2 shift per week x 25 weeks x \$17.38 per hour = **\$17,380.00**

California Highway Patrol

Saturation Patrol/Crime Sweeps Augmentation-Sworn (officers):

3 personnel x 10 hours per day x 1 shift per week x 29 weeks x \$1.15 per hour (+ 0.42 for rounding) = **\$1,000.50**

(plus)

Saturation Patrol/Crime Sweeps Augmentation-Sworn (sergeant):
1 personnel x 11 hours per day x 1 shift per week x 29 weeks x \$1.40 per hour = \$446.60
= \$1,447.10

Dispatcher:

Blythe Police Department

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:
1 personnel x 4 hours per day x 2 shift per week x 25 weeks x \$4.13 per hour = \$826.00

California Highway Patrol

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:
1 personnel x 5 hours per day x 1 shift per week x 29 weeks x \$3.20 per hour = \$464.00

= \$20,117.10 Subtotal - Fringe

M&A

Riverside County is allocating 5% of the \$400,000.00 grant award to Management and Administration (M&A) for a total of \$20,000.00. Under the current agreement with Blythe Police Department and California Highway Patrol, the amount of M&A will be split 40% RSD, 30% BPD and 30% CHP. Riverside Sheriff's Department will be apportioned \$8,000.00, Blythe Police Department will be apportioned \$6,000.00, and California Highway Patrol will be apportioned \$6,000.00.

Blythe Police Department

5% of \$400,000.00 grant = \$20,000.00. \$20,000.00 x 30% = \$6,000.00 = \$6,000.00

California Highway Patrol

5% of \$400,000.00 grant = \$20,000.00. \$20,000.00 x 30% = \$6,000.00 = \$6,000.00

= \$12,000.00 Subtotal - M&A

EQUIPMENT

Purchases:

Blythe Police Department

Two (2) Body Armor Vests (AEL# 01LE-01-ARMR) = \$1,851.24

The tactical body armor vests are personal body armor ballistic vests used by law enforcement officers to protect them in the field during work hours. The body armor vests are intended to protect the field officer's torso against small arms fire. The body armor will aid in keeping Stonegarden funded officers safe during field operations. (Cost is approximately \$925.62 x 2 = \$1,851.24)

California Highway Patrol \$0.00

= \$1,851.24 Subtotal – Equipment Purchase

Maintenance & Upgrade:

Blythe Police Department

System Access/Maintenance Fee (AEL #06CP-01-PORT) = \$1,950.00

Funding requested for the system access/maintenance fee required for the interoperability of the Motorola handheld radios. The system access will provide communications with U.S. Border Patrol as well as other law enforcement agencies within the region to ensure officer safety and allow continuous communication between officers assigned to Stonegarden and their counter parts while working in the

surrounding areas of the City of Blythe. The System Access Fees for two OPSG purchased Motorola handheld radios are \$325 annually per radio for three remaining years of the OPSG FY 16 grant (2 radios x \$325 per year x 3 years=\$1,950.00).

Video Surveillance System/Upgrade (AEL #14SW-01-VIDA) = \$4,990.76

Blythe Police Department further needs to upgrade to improve the quality of images that are currently being transmitted through the surveillance system which was purchased through OPSG funds. Improving the current cameras to night vision optics, upgrading the technology and relocating some of the exiting cameras will enhance surveillance in visually challenged areas throughout the City of Blythe and aid in the deployment, surveillance and apprehension of criminal during OPSG missions.

California Highway Patrol \$0.00

= \$6,940.76 Subtotal – Equipment Maintenance & Upgrade

= \$8,792.00 Subtotal – Equipment All

FUEL

Blythe Police Department

Fuel, Tires, engine repair, other 1 Boat and or 2 Wave runners x 5 operations x 8 hours x \$15.00 per hour. = **\$600.00**

California Highway Patrol \$0.00

= \$600.00 Subtotal - Fuel

VEHICLE MAINTENANCE

= \$0.00 Subtotal – Vehicle Maintenance

MILEAGE

Blythe Police Department

1 vehicle x 108 miles per day x 2 days a week x 25 weeks = 5,400 miles per year x \$.54 cents per mile. Mileage rate is based on current county reimbursement travel guidelines. = **\$2,916.00**

California Highway Patrol

4 vehicles x 63.3 miles per day x 1 days a week x 29 weeks = 7,342.80 miles per year x \$.90 cents per mile. Mileage rate is based on current state guidelines. = **\$6,608.52**

= \$9,524.52 Subtotal – Mileage

TRAVEL

= \$0.00 Subtotal - Travel

A.3 Individual participant's proposed expenditure

Friendly Force Cost Summary – Allocation Amount \$240,000.00									
Cost Categories	Overtime	Fringe	M&A	Equipment	Fuel	Veh. Maint.	Mileage	Travel	Total
BPD	\$83,486.00	\$18,206.00	\$6,000.00	\$8,792.00	\$600.00	\$0.00	\$2,916.00	\$0.00	\$120,000.00
CHP	\$105,480.38	\$1,911.10	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,608.52	\$0.00	\$120,000.00
Total Cost	\$188,966.38	\$20,117.10	\$12,000.00	\$8,792.00	\$600.00	\$0.00	\$9,524.52	\$0.00	\$240,000.00

Friendly Force OT Cost \$221,083.48

Friendly Force General Cost \$18,916.52

Total Cost \$240,000.00

A.4 – Total proposed expenditures for all participating partners

OPSG OO CA Riverside FY 2016 Operation Order Total Budget Summary Overview									
Cost Categories	Overtime	Fringe	M&A	Equipment	Fuel	Veh. Maint.	Mileage	Travel	Total
Sub-recipient Cost	\$133,365.60	\$7,329.60	\$8,000.00	\$1,423.04	\$3,000.00	\$0.00	\$6,881.76	\$0.00	\$160,000.00
Friendly force. Cost	\$188,966.38	\$20,117.10	\$12,000.00	\$8,792.00	\$600.00	\$0.00	\$9,524.52	\$0.00	\$240,000.00
Total Cost	\$322,331.98	\$27,446.70	\$20,000.00	\$10,215.04	\$3,600.00	\$0.00	\$16,406.28	\$0.00	\$400,000.00

Riverside County will utilize approximately 100.00 percent of the FY 2016 OPSG Grant Award.

Total OT Cost: \$369,778.68

Total General Cost: \$30,221.32

Total Cost of OPORD: \$400,000.00

Grant Award Amount: \$400,000.00

Total Overtime Cost: \$369,778.68

Percentage OT to Grant Award: 92.44 percent of projected overtime usage. *(Price Act Waiver included)*

B. Travel:

N/A

C. Lodging:

N/A

D. Reception of Detailed Personnel:

N/A

E. Uniform and Equipment:

As per current policy and SOP, agencies are directed to wear the uniform of the day as determined by respective agency.

Additionally, all equipment associated with assigned daily duties for participating personnel is expected to be on-hand.

F. Special Equipment:

N/A

G. Alien Processing:

Border Patrol is responsible for disposition of cases having a nexus to immigration issues.

All violations of the California Penal Code will be handles according to each respective department/agency's rules and regulations and policies and procedures.

H. Medical:

For critical or life-threatening injuries requiring medical evacuation or hospitalization, a number of medical facilities are available.

In case of an emergency, personnel can be transported to the following medical facilities via ground ambulance or aircraft.

Palo Verde Hospital
2400 South Avenue A
Blythe, California
(760) 922-4115

John F. Kennedy Memorial Hospital
47111 Monroe St
Indio, California
(760) 347 6191

Riverside County Regional Medical Center
26520 Cactus Ave
Moreno Valley, California
(951) 486 4000

For emergency field transport, the following ambulance services are available:

Blythe Ambulance Service
129 South 1st Street
Blythe, California
(760) 922 8460

American Medical Response- Riverside County
879 Marlborough Avenue
Riverside, California
(877) 267 6622

For Emergency Air Evacuation:

Desert Air Ambulance
164 North Broadway
Blythe, California
(760) 922 5911

I. Detention / Transportation:

Suspected illegal aliens will be detained on scene until Border Patrol units can determine alienage and take custody. Arrested subjects will be transported to the Riverside County Adult Detention Facility according to departmental policy and procedure.

J. Vehicles:

SLT law enforcement vehicles will be used in support of this operation.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

The Chief Patrol Agent of the United States Border Patrol-Yuma Sector will have oversight of Operation Stonegarden.

B. Unit Command:

Coordination of officers assigned to Stonegarden will be accomplished through each participating agency's shift/patrol commander (i.e. Watch Commander, Sergeant, Lieutenant, etc.) as well as that agency's respective chain of command.

C. Communications Detail:

Normal communication channels will remain in effect during the duration of Operation Stonegarden. Participating dispatch officers will coordinate with Border Patrol dispatch personnel in the event a nexus to immigration related offenses is encountered.

Primary:

Secondary:

K. Map Coordinates:

"Stonegarden" Area of Operations	Longitude	Latitude
Degrees : Minutes : Seconds	114 : 36 : 36	33 : 36 : 37
Decimal	-114.6057	33.6102

Location Zone:

ANNEX

N/A

Attachment II



**Standard Assurances
For All Cal OES Federal Grant Programs**

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant 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) California Supplement to the NOFO; and
- (d) 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 (CFR) and updates are issued by the Office of Management and Budget (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 Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant 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 Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) 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 Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

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 Applicant 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 subrecipients shall certify and disclose accordingly.

The Applicant 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 Applicant 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 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals:

- (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 Applicant 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 Applicant 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, (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, (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), 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;
- (h) Executive Order 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 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) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (l) 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 Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, 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 (California Government Code §§ 12940, 12945, 12945.2), 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.

6. 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 maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant 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) 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 of 1969 (P.L. 91-190) and Executive Order 12898 on the Environmental Justice Act, and Executive Order 11514 on Environmental Quality;
- (f) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to Executive Order 11738;
- (g) Protection of wetlands pursuant to Executive Order 11990;

- (h) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (i) 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.);
- (j) 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.);
- (k) Executive Order 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 Executive Order 11990 which requires preservation of wetlands;
- (l) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (m) The Endangered Species Act of 1973, (P.L. 93-205);
- (n) 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 Applicant 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 subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant 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 CFR §200.336, the Applicant 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 Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit 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 Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

- (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 subrecipients 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 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR 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 Applicant 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.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with 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

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a 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. Freedom of Information Act

The Applicant 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 Rights Act, California Government Code section 6250 et seq. The Applicant 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 - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

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

23. Activities Conducted Abroad

All recipients 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.

24. 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 recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

25. Copyright

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

26. Energy Policy and Conservation Act

All recipients 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 recipients 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 recipients 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 recipients 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 Requirements

All Applicants who receive 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.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients 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 recipients 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.

33. SAFECOM

All Applicants who receive 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.

34. Terrorist Financing

All Applicants must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the Applicant 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 terms and conditions of your award.

36. USA Patriot Act of 2001

All recipients must comply with 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.

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 Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, 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 Applicant 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 subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient 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, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf>

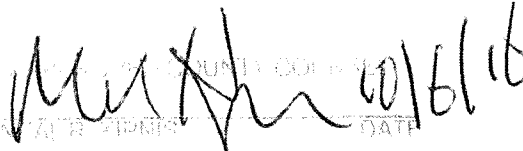
The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the said Applicant.

Applicant: County of Riverside, Sheriff's Department

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Robert Perdue

Title: Sheriff's Emergency Response Team Lieutenant Date: 1/2/2016

 01/06/16
DATE DATE

OPERATIONAL AGREEMENT

for

CALIFORNIA GOVERNOR'S OFFICE of EMERGENCY SERVICES (Cal OES)

FY2016 OPERATION STONEGARDEN GRANT PROGRAM

between

COUNTY OF RIVERSIDE

and

CITY OF BLYTHE



JUN 26 2018 3:55
7:55

SHERIFF - MT #7302 / 6-26-18

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This Agreement, made and entered into this ____ day of _____, 2018, by and between City of Blythe, (herein referred to as "CITY"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Operations

1.1 CITY shall comply with all FY 2016 OPERATION STONEGARDEN GRANT PROGRAM (OPSG) terms, conditions, and assurances as outlined and specified in Exhibit A, Scope of Operations, Attachment I - Op Order number 17-YUMBLY-12-001 Version 1, and Attachment II – Standard Assurances For All Cal OES Federal Grant Programs, at the amounts stated in Exhibit B, Budget, all attached hereto and incorporated herein by reference.

1.2 CITY represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CITY shall perform to the satisfaction of the COUNTY.

1.3 CITY affirms this it is fully apprised of all of the operations to be performed under this Agreement; and the CITY agrees it can properly perform this work at the budget stated in Exhibit B.

1.4 Acceptance by the COUNTY of the CITY's performance under this Agreement does not operate as a release of CITY's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through August 31, 2019, unless terminated earlier. CITY shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall reimburse the CITY for expenses incurred in accordance with the terms of Exhibit B, Budget. Maximum payments by COUNTY to CITY under this Agreement shall not exceed one hundred twenty thousand dollars (\$120,000) including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CITY's expenses related to this Agreement.

3.2 CITY shall be reimbursed only in accordance with an invoice submitted to COUNTY by CITY within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within

thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CITY only after expenditures have been made by CITY. For this Agreement, send the original and supporting documentation to:

Riverside County Sheriff's Department
Grants Unit/ Claudia Bell
4095 Lemon Street, 1st floor
Riverside, CA 92501

- a) Each invoice must be on city letterhead with the authorized official's original signature to certify expenditures are valid OPSG expenses. Each itemized invoice must show quantities, item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total. Supporting documentation must be submitted at the same time as the itemized invoice and include functional time sheets, payroll registers detailing overtime rate and hours paid out to employees; employees benefit rate and benefit amount, Officer's Daily Activity Report summarizing labor, mileage and stats, plus Officer's Daily Activity Report narrative in support of operation overtime and mileage claims. Additionally, purchase orders, paid invoices for operating expenses, receiving slips, and proof of payment must be submitted to support equipment purchases and operating expense claims.
- b) Invoices shall be rendered monthly in arrears.

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CITY in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Termination

4.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CITY stating the extent and effective date of termination.

4.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CITY's default, if CITY refuses or fails to comply with the terms of this Agreement or fails to make progress that

may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

4.3 After receipt of the notice of termination, CITY shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

4.4 After termination, COUNTY shall make payment only for CITY's performance up to the date of termination in accordance with this Agreement.

4.5 CITY's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CITY; or in the event of CITY's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CITY shall not be entitled to any further compensation under this Agreement.

4.6 If the Agreement is federally or State funded, CITY cannot be debarred from the System for Award Management (SAM). CITY must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

4.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

5. Ownership/Use of Contract Materials and Products

The CITY agrees that all materials, reports or products in any form, including electronic, created by CITY for which CITY has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CITY agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

6. Conduct of CITY

6.1 The CITY covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CITY's performance under this Agreement. The CITY further covenants that no person or subcontractor having any such interest shall be employed or retained by CITY under this Agreement. The CITY agrees to inform the COUNTY of all the CITY's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

6.2 The CITY shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CITY is doing business or proposing to do business, in accomplishing the work under this Agreement.

6.3 The CITY or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

7. Inspection of Operations; Quality Control/Assurance

7.1 All performance by CITY of this Agreement shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CITY shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CITY's conformity with the terms of this Agreement. If any performance by CITY is not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CITY to perform in conformance with the terms of the Agreement at no additional cost to the COUNTY. The COUNTY may also terminate this Agreement for default and charge to CITY any costs incurred by the COUNTY because of the CITY's failure to perform.

7.2 CITY shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CITY's performance under this Agreement at any time, upon reasonable notice to the CITY.

8. Employment Eligibility

8.1 CITY shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

8.2 CITY warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CITY shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CITY shall retain all such documentation for all covered employees, for the period prescribed by the law.

9. Disputes

9.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. The CITY shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

9.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

10. Licensing and Permits

CITY warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction and shall maintain these throughout the term of this Agreement.

11. Non-Discrimination

CITY shall not be discriminate in its operations or in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

12. Records and Documents

CITY shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CITY's costs related to this Agreement. All such books, documents and records shall be maintained by CITY for at least five years following termination of this Agreement and be available for audit by the COUNTY. CITY shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

13. Confidentiality

13.1 The CITY shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

13.2 The CITY shall protect from unauthorized disclosure names and other identifying information concerning persons, except for general statistical information not identifying any person. The CITY shall not use such information for any purpose other than carrying out the CITY's obligations under this Agreement. The CITY shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CITY shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

14. Administration/Contract Liaison

The Riverside County Sheriff, or designee, shall administer this Agreement on behalf of the COUNTY. The Riverside County Sheriff's Department is to serve as the liaison with CITY in connection with this Agreement.

15. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Riverside Sheriff's Department
Grants Unit / Ileana Ireland
4095 Lemon Street, 1st floor
Riverside, CA 92501

CITY

City of Blythe / Blythe Police Department
Valerie Hudson, Administrative Assistant
240 N. Spring St.
Blythe, CA 92225

16. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

17. Hold Harmless/Indemnification

17.1 CITY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any act or omission of CITY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CITY shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts or omissions.

17.2 With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY indemnification to Indemnitees as set forth herein.

17.3 CITY'S obligation hereunder shall be satisfied when CITY has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

17.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

18. Insurance

18.1 Without limiting or diminishing the CITY'S obligation to indemnify or hold the COUNTY harmless, CITY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CITY has employees as defined by the State of California, the CITY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CITY shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CITY must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CITY'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CITY shall cause CITY'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CITY shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CITY'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of operations; or, there is a material change in the equipment to be used in the performance of the scope of operations; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CITY has become inadequate.

6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

7) CITY agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

19. Disposition of Equipment

When original or replacement equipment acquired under this Agreement is no longer needed for the OPSG program or for other activities currently or previously supported by the U.S. Department of Homeland Security/Federal Emergency Management Agency, the CITY must request instructions from the COUNTY on proper disposition of equipment.

20. General

20.1 CITY shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

20.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

20.3 In the event the CITY receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CITY shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CITY.

20.4 CITY shall comply with all applicable Federal, State and local laws and regulations. CITY will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict

between the various laws or regulations that may apply, the CITY shall comply with the more restrictive law or regulation.

20.5 CITY shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.


20.6 CITY shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

20.7 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

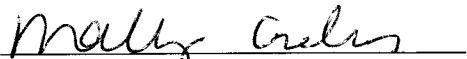
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
Chuck Washington, Chairman
Board of Supervisors

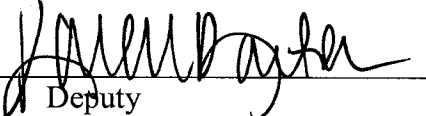
Dated: JUN 26 2018

CITY OF BLYTHE

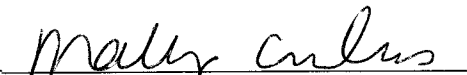
By: 
Mallory Crecelius
City Manager (Interim)

Dated: 5/8/18

ATTEST:
Kecia Harper-Ihem
Clerk of the Board


By: 
Deputy

Dated: JUN 26 2018

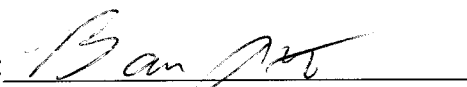
By: 
Mallory Crecelius
City Clerk

Dated: 5/8/18

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Thomas Oh
Deputy County Counsel

Dated: 6/7/18

By: 
Baron Bettenhausen
City Attorney

Dated: 5/8/18

EXHIBIT A
SCOPE OF OPERATIONS

The CITY, through its police department, will attempt to reduce the threat of border incursions by enhancing the law enforcement presence along border ingress routes into Riverside County. Personnel resources will be utilized to strengthen homeland security by increasing enforcement in areas which normally have infrequent police presence.

Blythe Police Department officers will be assigned within the jurisdictional limits of the City of Blythe and state highways which intersect in the City of Blythe. Blythe Police Department will be employing additional resources and equipment along State Routes 78, 95, and Interstate 10. To the east, officers will patrol Interstate 10 to the border of La Paz County, Arizona with observation of the Colorado River; and to the north, officers will patrol SR-95, which are known corridors for human trafficking and drug smuggling. The desert areas surrounding these corridors are locations that both drug and human smugglers have been known to use as an off-road point of entry route to enter Riverside County, California.

Blythe Police Department officers will enforce state, county and local laws, adhering to their department's policies and procedures. Blythe Police Department officers will not enforce United States Code, Title 8 (U.S. Immigration law). Blythe Police Department personnel may be assigned in a covert capacity for observation and/or interdiction as approved by their commanders. Blythe Police Department shall identify and apprehend subjects committing illicit acts and gather intelligence on criminal organizations and/or individuals.

During the course of Operation Stonegarden, Blythe Police Department officers will conduct intelligence-based operations on egress routes in unincorporated areas of Riverside County focusing on a zero tolerance of state law violations to assist in border safety. Officers will concentrate on suspicious activities/persons encountered within their designated beats. Officers will be responsible for submitting daily activity reports from OPSG assigned personnel and submitting a weekly report to the grant administrators for the Riverside County Sheriff's Department and the Blythe Border Patrol OPSG Point of Contact.

EXHIBIT B

BUDGET

A. MAXIMUM AMOUNT

Total payment under this Agreement shall not exceed the sum of one hundred twenty thousand dollars (\$120,000).

B. LINE ITEM BUDGET

OVERTIME

Sworn:

Saturation Patrol/Crime Sweeps Augmentation-Sworn:

2 personnel x 10 hours per day x 2 shift per week x 25 weeks x \$74.98 per hour
= \$74,980.00

Dispatcher:

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:

1 personnel x 4 hours per day x 2 shift per week x 25 weeks x \$42.53 per hour
= \$8,506.00

FRINGE

Sworn:

Saturation Patrol/Crime Sweeps Augmentation-Sworn:

2 personnel x 10 hours per day x 2 shift per week x 25 weeks x \$17.38 per hour
= \$17,380.00

Dispatcher:

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:

1 personnel x 4 hours per day x 2 shift per week x 25 weeks x \$4.13 per hour
= \$826.00

M&A

5% of \$400,000.00 grant = \$20,000.00. \$20,000.00 x 30% = \$6,000.00

EQUIPMENT

Purchases:

Two (2) Body Armor Vests (AEL# 01LE-01-ARMR)

= \$1,851.24

The tactical body armor vests are personal body armor ballistic vests used by law enforcement officers to protect them in the field during work hours. The body armor vests are intended to protect the field officer's torso against small arms fire. The body armor will aid in keeping Stonegarden funded officers safe during field operations. (Cost is approximately \$925.62 x 2 = \$1,851.24)

Maintenance & Upgrade:

System Access/Maintenance Fee (AEL #O6CP-01-PORT)
= \$1,950.00

Funding requested for the system access/maintenance fee required for the interoperability of the Motorola handheld radios. The system access will provide communications with U.S. Border Patrol as well as other law enforcement agencies within the region to ensure officer safety and allow continuous communication between officers assigned to Stonegarden and their counter parts while working in the surrounding areas of the City of Blythe. The System Access Fees for two OPSG purchased Motorola handheld radios are \$325 annually per radio for three remaining years of the OPSG FY 16 grant (2 radios x \$325 per year x 3 years=\$1,950.00).

Video Surveillance System/Upgrade (AEL #14SW-01-VIDA)
= \$4,990.76

Blythe Police Department further needs to upgrade to improve the quality of images that are currently being transmitted through the surveillance system which was purchased through OPSG funds. Improving the current cameras to night vision optics, upgrading the technology and relocating some of the exiting cameras will enhance surveillance in visually challenged areas throughout the City of Blythe and aid in the deployment, surveillance and apprehension of criminals during OPSG missions.

FUEL

Fuel, Tires, engine repair, other 1 Boat and or 2 Wave runners x 5 operations x 8 hours x \$15.00 per hour.
= \$600.00

MILEAGE

1 vehicle x 108 miles per day x 2 days a week x 25 weeks = 5,400 miles per year x \$.54 cents per mile. Mileage rate is based on current county reimbursement travel guidelines.
= \$2,916.00

Friendly Force Cost Summary – Allocation Amount \$120,000									
Cost Categories	Overtime	Fringe	M&A	Equipment	Fuel	Veh. Maint.	Mileage	Travel	Total
BPD	\$83,486.00	\$18,206.00	\$6,000.00	\$8,792.00	\$600.00	\$0.00	\$2,916.00	\$0.00	\$120,000.00

C. MODIFICATION OF TERMS

Changes may be made to the line item budget above provided that the CITY adequately documents the need for the change and all of the following requirements are met:

1. The total amount of the Agreement does not change;
2. The CITY delivers a written request to COUNTY for any program/budget modification(s), explains the change(s), and specifically identifies the item(s) to be

reduced or increased. Such requests must be made before the last ninety (90) days of the Agreement term;

3. COUNTY approves the request in writing prior to implementation. COUNTY reserves the right to deny request for reimbursement in excess of any line item; and
4. No other addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to the Agreement which is formally approved and executed by both parties.

D. DISALLOWANCE

In the event the CITY receives payment under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by COUNTY, the CITY shall promptly refund the disallowed amount to COUNTY on request, or at its option, COUNTY may offset the amount disallowed from any payment due to the CITY under any contract with COUNTY.

E. AVAILABILITY OF FUNDING

COUNTY's obligation for payment of any Agreement is contingent upon the availability of OPSG FY16 grant funds from which payment can be made. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CITY in writing, and this Agreement shall be deemed terminated and have no further force and effect.

Attachment I
U.S. Department of Homeland Security
Bureau of Customs and Border Protection
Operations Order Report

Op Order Name: OPSG OO CA Riverside FY16 17-YUMBLY-12-001 V1

Op Order Number: 17-YUMBLY-12-001 Version 1

Op Dates: *From: October 1, 2016 To: May 31, 2019*

Report Date: November 10, 2016

Executive Summary

Since the events of September 11, 2001, the United States of America has demanded the interception of terrorists and their weapons attempting entry into the United States. Terrorists and other criminal enterprises such as human traffickers 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.

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, 2016 to May 31, 2019. 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.

I. SITUATION

A. General Situation:

Riverside County is the 4th largest of California's 58 counties in both population and sheer land mass of approximately 7,300 sq. miles. It has constantly been among the fastest growing counties in the country and includes 28 cities with a total populace of 2.3 million citizens. Historically, Riverside County has been highly favored operational area for alien and drug smuggling organizations. The close proximity to the international land border between Mexico and San Diego County along with two interstate freeways and the Colorado River within its boundaries make Riverside County a lucrative target.

U.S. Border Patrol Intelligence (Blythe Office), in a joint mission with the Riverside County Sheriff's Department (RSD), the Blythe Police Department (BPD) and the California Highway Patrol (CHP). OPSG officers, have identified several routes of ingress from the international border to include travel corridors leading from the United States International Boundary. In support of the U.S. Border Patrol mission, OPSG officers will be a critical law enforcement tool that will allow agencies to proactively address the need to increase the response to border security issues, enhance capabilities of local operation objectives of National and State Homeland Security Strategies, provide intelligence-based operation, and further increase the coordinated efforts of federal, state, local and tribal law enforcement agencies. The law enforcement efforts will be focused along Interstate 10, State Route (SR) 95, SR 78, SR 86, SR 111, Colorado River, Interstate 15 & 215, SR 60, SR 91, SR 243 and SR 79 as routes identified as cross state/cross sector routes of ingress/egress.

OPSG Operations Order Worksheet

Date received from the Sector:		Date	12/05/16
Date the Operations Order processed by LEOD OPS:		Date	12/05/16
Order Number:		17-YUMBLY-12-001 V0	
Operation start/end date:		10/01/16	Date 8/31/2019
Sub recipient:	Riverside	Grant Year:	FY 2016
State:	CA		
Sector:	YUM	FY Award Amount/Balance:	\$400,000.00
Does the OpOrder OT Request Exceed 50% of the award? (Letter is attached if OT is over 50% for Price Act Waiver):	Yes	Overtime:	\$322,331.98
		Fringe:	\$27,446.70
PRICE Act Waiver Request Attached:	Yes	Fuel:	\$3,600.00
Vehicle Justification Letter?:	Yes N/A	Maintenance	
Entered in MAX.GOV	Yes	Mileage:	\$16,406.28
Entered in BPETS	Yes	Travel:	
		Indirect Costs	
Date forwarded to FEMA:	12/6/2016	County M&A:	\$20,000.00
Total			\$400,000.00

SIGNATURES:

Reviewed by: ASC Luis Calderon 

OP approved by: AC Andrew K. Scharnweber 

CC: to LEOD Corridor

NOTES:

Kicked Back?:	N/A
Date of Kick Back:	N/A
Reason for Kick Back:	N/A
Date Returned from the Field:	N/A
Kicked Back a Second Time?:	N/A

ADDITIONAL NOTES:

B. Terrain/Weather:

Terrain: Enforcement areas are surrounded by rough, inhospitable desert with areas of soft sand, rocky terrain and scattered, high altitude mountain ranges.

Weather: Weather in the east portion of Riverside County, California is seasonal with extremely high temperatures in the summer months, and cooler weather evident during the winter months.

C. Criminal Element:

The majority of individuals contacted by local law enforcement personnel working Operation Stonegarden are expected to be people with arrest warrants, suspended/revoked driver's licenses, stolen vehicle recoveries, drug offenses, trespassing, unlawful off road vehicle use, and human and weapons trafficking.

D. Friendly Forces:

Riverside County Sheriff's Department, Blythe Police Department, California Highway Patrol, in addition to area state, local, and tribal (SLT) law enforcement agencies, as well as several federal law enforcement agencies, are evident throughout Riverside County. For the purpose of this grant, Blythe Police Department and the California Highway Patrol will be considered as friendly forces.

II. MISSION

The mission of OPSG within Riverside County, California is to increase SLT law enforcement presence along known routes of ingress from the border to detect, interdict and resolve criminal activity through the use of increased intra-agency intelligence sharing. This will be executed by supporting the priority mission of anti-terrorism, detection, arrest, prosecution and deterrence of all cross-border illicit traffic through increased communication.

III. EXECUTION

A. Management/Supervisor Intent:

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

The end-state of the operation will be to have increased 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.

Objectives:

- Increase law enforcement presence
- Reduced narcotics smuggling
- Reduced human trafficking

B. General Concept:

OPSG funding and equipment will be distributed to the Riverside Sheriff's Department, Blythe Police Department and the California Highway Patrol for the purpose of increasing law enforcement presence along major routes of ingress in their area of operation. This targeted enforcement is reported to significantly disrupt the activities of criminal organizations. The intent of this grant funding is to foster collaboration and cooperation with Federal, State, County, Tribal, and Local Law Enforcement Agencies in support of the National Border Patrol Strategy.

C. Specific Responsibilities:

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT

The mission of the Riverside County Sheriff's Department will be to take action as a force multiplier for Federal, State, County, Tribal, and Local Law Enforcement Agencies in support of the National Border Patrol Strategy. The identification and apprehension of individuals involved in criminal activity along ingress routes into Riverside County shall be the primary objective of the Sheriff's Department. The Sheriff's Department will conduct increased patrol functions on days and at locations as intelligence dictates.

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. Riverside County Sheriff's Department deputies will patrol county and state roadways, conduct traffic stops on vehicles and conduct pro-active law enforcement. The Riverside County Sheriff's Department will be employing additional resources and equipment along State Routes 60, 78, 79, 86, 91, 95, 111 and 243, Interstate 10 and Interstate 15 & 215, and the Colorado River. Riverside County Sheriff's Department deputies will enforce state, county and local laws, adhering to their departments' policies and procedures. Riverside County Sheriff's Department will not enforce Title 8 (U.S. Immigration law). Riverside County Sheriff's Department personnel may be assigned in a covert capacity for observation and/or interdiction as approved by their commanders. End state: Identify and apprehend subjects committing illicit acts and gather intelligence on criminal organizations and or individuals.

During the course of Operation Stonegarden, Riverside County Sheriff's deputies will conduct intelligence based operations on egress routes and unincorporated areas of Riverside County focusing on zero tolerance of state law violations to assist in border safety. Deputies will concentrate on suspicious activities/persons encountered within their designated areas. Deputies will be responsible for submitting daily activity reports from OPSG assigned personnel and submitting a weekly report to the Blythe Border Patrol OPSG Point of Contact.

Riverside County Sheriff's Department will administer the grant within the Riverside County operational area to include the Riverside County Sheriff's Department, the Blythe Police Department, and the California Highway Patrol.

BLYTHE POLICE DEPARTMENT

Blythe Police Department will attempt to reduce the threat of border incursions by enhancing the law enforcement presence along border ingress routes into Riverside County. Personnel resources will be utilized to strengthen homeland security by increasing enforcement in areas which normally have infrequent police presence.

Blythe Police Department officers will be assigned within the jurisdictional limits of the City of Blythe and state highways which intersect in the City of Blythe. Blythe Police Department will be employing additional resources and equipment along State Routes 78, 95, and Interstate 10. To the east, officers will patrol Interstate 10 to the border of La Paz County, Arizona with observation of the Colorado River; and to the north, officers will patrol SR-95, which are known corridors for human trafficking and drug smuggling. The desert areas surrounding these corridors are locations that both drug and human smugglers have been known to use as an off road point of entry route to enter Riverside County, California.

Blythe Police Department officers will enforce state, county and local laws, adhering to their departments' policies and procedures. Blythe Police Department officers will not enforce Title 8 (U.S. Immigration law). Blythe Police Department personnel may be assigned in a covert capacity for observation and/or interdiction as approved by their commanders. End state: Identify and apprehend subjects committing illicit acts and gather intelligence on criminal organizations and or individuals.

During the course of Operation Stonegarden, Blythe Police Department officers will conduct intelligence based operations on egress routes and unincorporated areas of Riverside County focusing on a zero tolerance of state law violations to assist in border safety. Officers will concentrate on suspicious activities/persons encountered within their designated beats. Officers will be responsible for submitting daily activity reports from OPSG assigned personnel and submitting a weekly report to the grant administrators for the Riverside County Sheriff's Department and the Blythe Border Patrol OPSG Point of Contact.

CALIFORNIA HIGHWAY PATROL

The mission of the California Highway Patrol - Blythe Area will be to take action as a force multiplier for Federal, State, County, Tribal, and Local Law Enforcement Agencies in support of the National Border Patrol Strategy. The California Highway Patrol'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. During the course of Operation Stonegarden, California Highway Patrol Officers will conduct intelligence based operations on ingress routes and unincorporated areas of Riverside County focusing on a zero tolerance of state law violations to assist in border safety. Officers will concentrate on suspicious activities/persons encountered within their designated areas.

D. Coordinating Instructions:

Blythe Border Patrol Station will work collectively with RSD, BPD, and CHP to coordinate operations involving relevant intelligence, human and narcotic smuggling trends, routes of egress and pertinent BOLOS. Any encounter with Aliens of Special Interest Countries will be handled according to CBP Directive # 3340-021B.

Participating agencies will maintain their own individual chain of command as directed by internal policies and procedures. Operation Orders for specific OPSG enforcement officers will be approved by the Chief Patrol Agent, Yuma Sector, followed by Office of Border Patrol and FEMA prior to funding.

Point of Contact

Agency: Riverside County Sheriff's Department
 Title: Lieutenant
 Name: Robert Perdue
 Telephone: (951) 906-9736
 Email: rperdue@riversidesheriff.org

IV. ADMINISTRATION / LOGISTICS / BUDGET Request

A.1 Cost Estimates / Funding Issues / Budget Chart

Riverside County Total FY 2016 OPSG Total Grant Award: \$400,000.00				
Administration/Logistics/Budget		Narrative Justification (Computation of Items)	Federal Request	
	Law Enforcement Operational Overtime *Over 50% in OT funding needs a P-Cap Waiver Request Letter.	Overtime Total (See Detail Below)	\$322,331.98	
	Fringe Benefits for Law Enforcement	Fringe Total (See Detail Below)	\$27,446.70	
	County M&A	(See Detail Below)	\$20,000.00	
Total Personnel Cost			\$369,778.68	
	Equipment (Provide AEL #)	Equipment Total	\$10,215.04	
* Justification Letter needed for \$100K or more purchases * If more space is needed show total equipment cost and list all equipment in justification section of budget.	General Equipment	(2) Narcotic Identification Kits (AEL# 07CS-01-KSCS) (2) Vehicle Search Tool Kits (AEL# 03SR-02-TLHN) (2) LED Portable Work Lights (AEL# 03OE-03-LTPA) (2) Body Armor Vests (AEL# 01LE-01-ARMR)	\$701.92 \$419.12 \$302.00 \$1,851.24	
	Maintenance	Radio System Access Fees (AEL #06CP-01-PORT)	\$1,950.00	
	Upgrades	Video Surveillance System (AEL #14SW-01-VIDA)	\$4,990.76	
	* Needs Justification Letter	Special Equipment	N/A	\$0.00
	* Needs Justification Letter	Vehicles, Watercraft, other type of vehicles	N/A	\$0.00
* Needs Justification Letter	Regional Capability Building equipment	N/A	\$0.00	
Vehicles	Fuel Cost (Boat/OHV)	(See Detail Below)	\$3,600.00	
	Maintenance Cost	N/A	\$0.00	
	Mileage Cost	(See Detail Below)	\$16,406.28	
Travel, Lodging, and Per diem	For Deployed LE and/or Federally sponsored (DHS/FEMA) border security task force, meetings or training	N/A	\$0.00	
Total Funding Cost			\$400,000.00	

Riverside County – FY 16 OPSG Total Grant Award \$400,000.00

Itemized Cost and Justifications

Riverside County is a sub recipient of the State of California's Governor's Office of Emergency Services (Cal-OES) Homeland Security Operation Stonegarden (OPSG) FY16 grant. Riverside County Sheriff's Department (RCSD), Blythe Police Department (BPD), and California Highway Patrol (CHP) will conduct OPSG operations under approved Operations Orders in coordination with the Blythe (CBP)/Border Patrol Station and Yuma Sector of the Office of Border Patrol. Costs will be allocated at 40% to Riverside County Sheriff's Department, 30% to Blythe Police Department and 30% to California Highway Patrol as agreed upon by the three agencies. Operations will begin once FEMA GPD and CBP/OBP Headquarters have approved Riverside County's Initial Operations Order. RCSD, BPD and CHP will conduct OPSG operations through the May 31, 2019 grant performance period end date as set by the State of California Cal-OES.

SUB RECIPIENT

(Itemized Cost and Justifications)

OVERTIME

Sworn:

Riverside County Sheriff's Department

Saturation Patrol/Crime Sweeps Augmentation-Sworn:

2 personnel x 10 hours per day x 1 shift per week x 72 weeks x \$78.97 per hour = **\$113,716.80**

Dispatcher:

Riverside County Sheriff's Department

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:

1 personnel x 10 hours per day x 1 shift per week x 36 weeks x \$54.58 per hour = **\$19,648.80**

= \$133,365.60 Subtotal - OT

FRINGE

Sworn:

Riverside County Sheriff's Department

Saturation Patrol/Crime Sweeps Augmentation-Sworn:

2 personnel x 10 hours per day x 1 shift per week x 72 weeks x \$3.45 per hour = **\$4,968.00**

Dispatcher:

Riverside County Sheriff's Department

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:

1 personnel x 10 hours per day x 1 shift per week x 36 weeks x \$6.56 per hour = **\$2,361.60**

= \$7,329.60 Subtotal - Fringe

M&A

Riverside County is allocating 5% of the \$400,000.00 grant award to Management and Administration (M&A) for a total of \$20,000.00. Under the current agreement with Blythe Police Department and California Highway Patrol, the amount of M&A will be split 40% RSD, 30% BPD and 30% CHP. (5% of \$400,000.00 grant = \$20,000.00. \$20,000.00 x 40% = \$8,000.00)

= \$8,000.00 Subtotal - M&A

EQUIPMENT

Purchases:

Riverside County Sheriff's Department

Two (2) Narcotic Identification Kits (AEL# 07CS-01-KSCS) = \$701.92

The Narcotic Identification Kits are a presumptive field test kits, used by law enforcement officers to identify narcotics rapidly in the field. The narcotic test pouches made of plastic and contain one, two, or three chemical ampoules. The field officer places a small amount of the suspected drug in the pouch, breaks the ampoules, and evaluates the chemical color change to identify the type narcotic. These narcotic tests kits will greatly aid the Stonegraden funded officers by quickly identifying narcotics in the field. (Cost is approximately $\$350.96 \times 2 = \701.92)

Two (2) Vehicle Search Tool Kit (AEL# 03SR-02-TLHN) = \$419.12

The Vehicle Search Tool Kit is a portable tool kit that includes specific hand tools, which allow field officers to cut, pry, and remove fasteners from a vehicle suspected in narcotics trafficking. The vehicle search kit aids the law enforcement field officer to quickly search vehicles for contraband. Illegal traffickers routinely conceal contraband within natural voids and hidden compartments found in motor vehicles. This would aid the Stonegarden funded officers in locating contraband during vehicle enforcement stops while in the field. (Cost is approximately $\$209.56 \times 2 = \419.12)

Two (2) LED Portable Work Lights (AEL# 03OE-03-LTPA) = \$302.00

The LED Portable Work lights are dual head 2000 Lumen Power portable work lights. The lights are attached to a tripod base. These lights are portable and will allow the field officers to illuminate an area with portable lighting. The portable lighting will aid the Stonegarden funded officers in safety and while evaluating crime scenes and evidence in the field. (Cost is approximately $\$151.00 \times 2 = \302.00)

= \$1,423.04 Subtotal – Equipment Purchase

Maintenance & Upgrade:

= \$0.00 Subtotal – Maintenance & Upgrade

= \$1,423.04 Subtotal – Equipment All

FUEL

Riverside County Sheriff's Department

Fuel, tires, engine repair, other OHV use x 20 operations x 10 hours x \$15.00 per hour. = \$3,000.00

= \$3,000.00 Subtotal - Fuel

VEHICLE MAINTENANCE

= \$0.00 Subtotal – Vehicle Maintenance

MILEAGE

Riverside County Sheriff's Department

1 vehicle x 177 miles per vehicle x 1 shift per week x 72 weeks = 12,744 miles per year x 0.54 cents per mile. Mileage rate is based on current county reimbursement travel guidelines. = \$6,881.76

= \$6,881.76 Subtotal – Mileage

TRAVEL

= \$0.00 Subtotal - Travel

A.2 This table is for each individual participant for their proposed expenditures only

Riverside County Sheriff – Sub Recipient Cost Summary									
Cost Categories	Overtime	Fringe	M&A	Equipment	Fuel	Veh. Maint.	Mileage	Travel	Total
RCSD	\$133,365.60	\$7,329.60	\$8,000.00	\$1,423.04	\$3,000.00	\$0.00	\$6,881.76	\$0.00	\$160,000.00
Total Cost	\$133,365.60	\$7,329.60	\$8,000.00	\$1,423.04	\$3,000.00	\$0.00	\$6,881.76	\$0.00	\$160,000.00

Riverside County Sheriff OT Cost \$148,695.2
 Riverside County Sheriff General Cost \$ 11,304.8
Total Cost \$160,000.00

FRIENDLY FORCES

(Itemized Cost and Justifications)

OVERTIME

Sworn:

Blythe Police Department

Saturation Patrol/Crime Sweeps Augmentation-Sworn:

2 personnel x 10 hours per day x 2 shift per week x 25 weeks x \$74.98 per hour = **\$74,980.00**

California Highway Patrol

Saturation Patrol/Crime Sweeps Augmentation-Sworn (officers):

3 personnel x 10 hours per day x 1 shift per week x 29 weeks x \$79.25 per hour
 (+ 0.42 for rounding) \$68,947.92
 (plus)

Saturation Patrol/Crime Sweeps Augmentation-Sworn (sergeant):

1 personnel x 11 hours per day x 1 shift per week x 29 weeks x \$96.39 per hour \$30,748.41
 = **\$99,696.33**

Dispatcher:

Blythe Police Department

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:

1 personnel x 4 hours per day x 2 shift per week x 25 weeks x \$42.53 per hour = **\$8,506.00**

California Highway Patrol

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:

1 personnel x 5 hours per day x 1 shift per week x 29 weeks x \$39.89 per hour = **\$5,784.05**

= \$188,966.38 Subtotal - OT

FRINGE

Sworn:

Blythe Police Department

Saturation Patrol/Crime Sweeps Augmentation-Sworn:

2 personnel x 10 hours per day x 2 shift per week x 25 weeks x \$17.38 per hour = **\$17,380.00**

California Highway Patrol

Saturation Patrol/Crime Sweeps Augmentation-Sworn (officers):

3 personnel x 10 hours per day x 1 shift per week x 29 weeks x \$1.15 per hour = **\$1,000.50**
 (plus)

Saturation Patrol/Crime Sweeps Augmentation-Sworn (sergeant):
1 personnel x 11 hours per day x 1 shift per week x 29 weeks x \$1.40 per hour = \$446.60
= \$1,447.10

Dispatcher:

Blythe Police Department

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:
1 personnel x 4 hours per day x 2 shift per week x 25 weeks x \$4.13 per hour = \$826.00

California Highway Patrol

Saturation Patrol/Crime Sweeps Augmentation-Dispatcher:
1 personnel x 5 hours per day x 1 shift per week x 29 weeks x \$3.20 per hour = \$464.00

= \$20,117.10 Subtotal - Fringe

M&A

Riverside County is allocating 5% of the \$400,000.00 grant award to Management and Administration (M&A) for a total of \$20,000.00. Under the current agreement with Blythe Police Department and California Highway Patrol, the amount of M&A will be split 40% RSD, 30% BPD and 30% CHP. Riverside Sheriff's Department will be apportioned \$8,000.00, Blythe Police Department will be apportioned \$6,000.00, and California Highway Patrol will be apportioned \$6,000.00.

Blythe Police Department

5% of \$400,000.00 grant = \$20,000.00. \$20,000.00 x 30% = \$6,000.00 = \$6,000.00

California Highway Patrol

5% of \$400,000.00 grant = \$20,000.00. \$20,000.00 x 30% = \$6,000.00 = \$6,000.00

= \$12,000.00 Subtotal - M&A

EQUIPMENT

Purchases:

Blythe Police Department

Two (2) Body Armor Vests (AEL# 01LE-01-ARMR) = \$1,851.24

The tactical body armor vests are personal body armor ballistic vests used by law enforcement officers to protect them in the field during work hours. The body armor vests are intended to protect the field officer's torso against small arms fire. The body armor will aid in keeping Stonegarden funded officers safe during field operations. (Cost is approximately \$925.62 x 2 = \$1,851.24)

California Highway Patrol \$0.00

= \$1,851.24 Subtotal – Equipment Purchase

Maintenance & Upgrade:

Blythe Police Department

System Access/Maintenance Fee (AEL #O6CP-01-PORT) = \$1,950.00

Funding requested for the system access/maintenance fee required for the interoperability of the Motorola handheld radios. The system access will provide communications with U.S. Border Patrol as well as other law enforcement agencies within the region to ensure officer safety and allow continuous communication between officers assigned to Stonegarden and their counter parts while working in the

surrounding areas of the City of Blythe. The System Access Fees for two OPSG purchased Motorola handheld radios are \$325 annually per radio for three remaining years of the OPSG FY 16 grant (2 radios x \$325 per year x 3 years=\$1,950.00).

Video Surveillance System/Upgrade (AEL #14SW-01-VIDA) = \$4,990.76

Blythe Police Department further needs to upgrade to improve the quality of images that are currently being transmitted through the surveillance system which was purchased through OPSG funds. Improving the current cameras to night vision optics, upgrading the technology and relocating some of the exiting cameras will enhance surveillance in visually challenged areas throughout the City of Blythe and aid in the deployment, surveillance and apprehension of criminal during OPSG missions.

California Highway Patrol \$0.00

= \$6,940.76 Subtotal – Equipment Maintenance & Upgrade

= \$8,792.00 Subtotal – Equipment All

FUEL

Blythe Police Department

Fuel, Tires, engine repair, other 1 Boat and or 2 Wave runners x 5 operations x 8 hours x \$15.00 per hour. = \$600.00

California Highway Patrol \$0.00

= \$600.00 Subtotal - Fuel

VEHICLE MAINTENANCE

= \$0.00 Subtotal – Vehicle Maintenance

MILEAGE

Blythe Police Department

1 vehicle x 108 miles per day x 2 days a week x 25 weeks = 5,400 miles per year x \$.54 cents per mile. Mileage rate is based on current county reimbursement travel guidelines. = \$2,916.00

California Highway Patrol

4 vehicles x 63.3 miles per day x 1 days a week x 29 weeks = 7,342.80 miles per year x \$.90 cents per mile. Mileage rate is based on current state guidelines. = \$6,608.52

= \$9,524.52 Subtotal – Mileage

TRAVEL

= \$0.00 Subtotal - Travel

A.3 Individual participant's proposed expenditure

Friendly Force Cost Summary – Allocation Amount \$240,000.00									
Cost Categories	Overtime	Fringe	M&A	Equipment	Fuel	Veh. Maint.	Mileage	Travel	Total
BPD	\$83,486.00	\$18,206.00	\$6,000.00	\$8,792.00	\$600.00	\$0.00	\$2,916.00	\$0.00	\$120,000.00
CHP	\$105,480.38	\$1,911.10	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,608.52	\$0.00	\$120,000.00
Total Cost	\$188,966.38	\$20,117.10	\$12,000.00	\$8,792.00	\$600.00	\$0.00	\$9,524.52	\$0.00	\$240,000.00

Friendly Force OT Cost \$221,083.48
 Friendly Force General Cost \$18,916.52
Total Cost \$240,000.00

A.4 – Total proposed expenditures for all participating partners

OPSG OO CA Riverside FY 2016 Operation Order Total Budget Summary Overview									
Cost Categories	Overtime	Fringe	M&A	Equipment	Fuel	Veh. Maint.	Mileage	Travel	Total
Sub-recipient Cost	\$133,365.60	\$7,329.60	\$8,000.00	\$1,423.04	\$3,000.00	\$0.00	\$6,881.76	\$0.00	\$160,000.00
Friendly force. Cost	\$188,966.38	\$20,117.10	\$12,000.00	\$8,792.00	\$600.00	\$0.00	\$9,524.52	\$0.00	\$240,000.00
Total Cost	\$322,331.98	\$27,446.70	\$20,000.00	\$10,215.04	\$3,600.00	\$0.00	\$16,406.28	\$0.00	\$400,000.00

Riverside County will utilize approximately 100.00 percent of the FY 2016 OPSG Grant Award.

Total OT Cost: \$369,778.68

Total General Cost: \$30,221.32

Total Cost of OPORD: \$400,000.00

Grant Award Amount: \$400,000.00

Total Overtime Cost: \$369,778.68

Percentage OT to Grant Award: 92.44 percent of projected overtime usage. *(Price Act Waiver included)*

B. Travel:

N/A

C. Lodging:

N/A

D. Reception of Detailed Personnel:

N/A

E. Uniform and Equipment:

As per current policy and SOP, agencies are directed to wear the uniform of the day as determined by respective agency.

Additionally, all equipment associated with assigned daily duties for participating personnel is expected to be on-hand.

F. Special Equipment:

N/A

G. Alien Processing:

Border Patrol is responsible for disposition of cases having a nexus to immigration issues.

All violations of the California Penal Code will be handles according to each respective department/agency's rules and regulations and policies and procedures.

H. Medical:

For critical or life-threatening injuries requiring medical evacuation or hospitalization, a number of medical facilities are available.

In case of an emergency, personnel can be transported to the following medical facilities via ground ambulance or aircraft.

Palo Verde Hospital
2400 South Avenue A
Blythe, California
(760) 922-4115

John F. Kennedy Memorial Hospital
47111 Monroe St
Indio, California
(760) 347 6191

Riverside County Regional Medical Center
26520 Cactus Ave
Moreno Valley, California
(951) 486 4000

For emergency field transport, the following ambulance services are available:

Blythe Ambulance Service
129 South 1st Street
Blythe, California
(760) 922 8460

American Medical Response- Riverside County
879 Marlborough Avenue
Riverside, California
(877) 267 6622

For Emergency Air Evacuation:

Desert Air Ambulance
164 North Broadway
Blythe, California
(760) 922 5911

I. Detention / Transportation:

Suspected illegal aliens will be detained on scene until Border Patrol units can determine alienage and take custody. Arrested subjects will be transported to the Riverside County Adult Detention Facility according to departmental policy and procedure.

J. Vehicles:

SLT law enforcement vehicles will be used in support of this operation.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

The Chief Patrol Agent of the United States Border Patrol-Yuma Sector will have oversight of Operation Stonegarden.

B. Unit Command:

Coordination of officers assigned to Stonegarden will be accomplished through each participating agency's shift/patrol commander (i.e. Watch Commander, Sergeant, Lieutenant, etc.) as well as that agency's respective chain of command.

C. Communications Detail:

Normal communication channels will remain in effect during the duration of Operation Stonegarden. Participating dispatch officers will coordinate with Border Patrol dispatch personnel in the event a nexus to immigration related offenses is encountered.

Primary:

Secondary:

K. Map Coordinates:

"Stonegarden" Area of Operations	Longitude	Latitude
Degrees : Minutes : Seconds	114 : 36 : 36	33 : 36 : 37
Decimal	-114.6057	33.6102

Location Zone:

ANNEX

N/A

Attachment II



**Standard Assurances
For All Cal OES Federal Grant Programs**

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant 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) California Supplement to the NOFO; and
- (d) 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 (CFR) and updates are issued by the Office of Management and Budget (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 Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant 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 Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) 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 Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

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 Applicant 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 subrecipients shall certify and disclose accordingly.

The Applicant 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 Applicant 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 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals:

- (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 Applicant 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 Applicant 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, (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, (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), 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;
- (h) Executive Order 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 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) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (l) 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 Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, 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 (California Government Code §§ 12940, 12945, 12945.2), 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.

6. 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 maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant 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) 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 of 1969 (P.L. 91-190) and Executive Order 12898 on the Environmental Justice Act, and Executive Order 11514 on Environmental Quality;
- (f) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to Executive Order 11738;
- (g) Protection of wetlands pursuant to Executive Order 11990;

- (h) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (i) 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.);
- (j) 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.);
- (k) Executive Order 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 Executive Order 11990 which requires preservation of wetlands;
- (l) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (m) The Endangered Species Act of 1973, (P.L. 93-205);
- (n) 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 Applicant 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 subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant 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 CFR §200.336, the Applicant 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 Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit 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 Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant 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 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant 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 Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act 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 Applicant will comply with the following federal labor standards:

- (a) Comply with the provisions of 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.
- (b) Comply with 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 Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job before commencing 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 Applicant 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 subrecipients 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 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR 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 Applicant 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.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with 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

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a 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. Freedom of Information Act

The Applicant 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 Rights Act, California Government Code section 6250 et seq. The Applicant 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 - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

In the event any court or administrative agency makes a finding of discrimination against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

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

23. Activities Conducted Abroad

All recipients 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.

24. 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 recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

25. Copyright

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

26. Energy Policy and Conservation Act

All recipients 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 recipients 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 recipients 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 recipients 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 Requirements

All Applicants who receive 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.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients 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 recipients 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.

33. SAFECOM

All Applicants who receive 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.

34. Terrorist Financing

All Applicants must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the Applicant 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 terms and conditions of your award.

36. USA Patriot Act of 2001

All recipients must comply with 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.

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 Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, 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 Applicant 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 subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient 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, including contracts under grants and cooperative agreements and subcontracts. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2016, Version 6.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/sites/default/files/publications/Fiscal%20Year%202016%20DHS%20General%20Terms%20and%20Conditions.pdf>

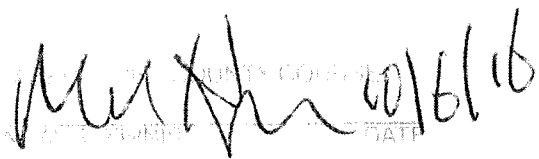
The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the said Applicant.

Applicant: County of Riverside, Sheriff's Department

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Robert Perdue

Title: Sheriff's Emergency Response Team Lieutenant Date: 11/2/2016

 11/6/16