ITEM NO. 4

STAFF REPORT

CITY OF OCEANSIDE

DATE: March 3, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Peter A. Weiss, City Manager

SUBJECT: WAIVER OF READING OF ORDINANCES AND RESOLUTIONS

ANALYSIS

The City Council/Harbor Board/CDC has adopted a policy that it is sufficient to read the title of ordinances at the time of introduction and adoption, and that reading of the full text of ordinances and the full text and title of resolutions may be waived.

Approval of this consent calendar item allows the City Council/Harbor Board/CDC to waive the reading of the full text and title of all resolutions agendized in the Consent Calendar, as well as the full text of all ordinances agendized in either the Introduction and Adoption of Ordinances or General Items sections. **This particular consent calendar item requires unanimous approval of the City Council/Harbor Board/CDC.**

Upon approval of this item as part of the Consent Calendar, all resolutions included in the motion and second to approve the Consent Calendar shall be approved. Those resolutions removed from the Consent Calendar and considered under separate action may also be approved without the reading of the full text and title of the resolutions.

Also upon approval of this item, the City Attorney will read the titles of all ordinances included in the Introduction and Adoption of Ordinances section. After reading of the ordinance titles, the City Council/Harbor Board/CDC may introduce and/or adopt all the ordinances in one motion and second.

RECOMMENDATION

Staff recommends that the City Council/Harbor Board/CDC approve the waiving of reading of the text of all ordinances and the text and title of all resolutions included in this agenda. **Unanimous approval of the City Council/Harbor Board/CDC is required.**

Respectfully Submitted,

Peter Weiss

Peter A. Weiss
City Manager

ITEM NO. 5

STAFF REPORT

CITY OF OCEANSIDE

DATE: March 3, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **MEMORANDUM OF AGREEMENT REGARDING PARTICIPATION IN OPERATION STONEGARDEN**

SYNOPSIS

Staff and the Police and Fire Commission recommend that the City Council approve the Memorandum of Agreement (MOA) between the City of Oceanside and the County of San Diego for the performance of grant-funded law enforcement services jointly with other law enforcement agencies under Operation Stonegarden; and for reimbursement of funds in an amount not to exceed $462,168, pursuant to Operation Stonegarden, for overtime expenses and the acquisition of specialized enforcement equipment; and authorize the City Manager to execute the MOA.

BACKGROUND

Since the terrorism incident on September 11, 2001, local, State and Federal law enforcement agencies have been tasked with additional duties regarding Homeland Security issues. These additional duties, coupled with performing traditional policing operations, generated a particular need for additional local law enforcement funding sources in order meet the demand for services.

The U.S. Department of Homeland Security has made funds available to local law enforcement agencies, via the California Emergency Management Agency (Cal-EMA), through a grant called Operation Stonegarden (OPSG). OPSG funds are designed to be used to support and enhance law enforcement preparedness and operational readiness along the land and maritime borders of the United States.

In November 2009 the San Diego County Board of Supervisors approved and authorized the San Diego County Sheriff's Department to execute expenditure contracts using Fiscal Year 2009 Operation Stonegarden (OPSG) grant funds to reimburse the City of Oceanside for overtime expenses, equipment and vehicle purchases, fuel, mileage, flight and vehicle and equipment maintenance costs incurred in OPSG activities not to exceed $462,168 during the project period of October 1, 2009 through March 30, 2012.

The Sheriff of San Diego County, with the assistance of County Counsel, prepared a Memorandum of Agreement between the County of San Diego and the City of Oceanside. The result of those discussions is the MOA before Council for approval.

ANALYSIS

The Oceanside Police Department will be one of several local law enforcement agencies participating in Operation Stonegarden. Law enforcement agencies participating in this MOA are tasked with increasing the law enforcement presence in designated areas of jurisdiction to support the U.S. Department of Homeland Security, Bureau of Customs and Border Protection efforts in the region to improve border security. The designated area of responsibility for the City of Oceanside will be our waterfront. The Oceanside Police Department, through our Harbor Unit, will utilize our watercraft to increase our presence on the water and enforce any local and state law violations within our jurisdiction.

The Police Department's involvement in Operation Stonegarden will help improve border security and reduce border-related crime through our increased water patrol presence, investigative follow-up, and intelligence and information sharing with other participating law enforcement agencies.

The MOA provides a mechanism that enables the City of Oceanside to obtain reimbursement for equipment purchased and/or activities performed pursuant to participation in Operation Stonegarden. The MOA does not bind the City to any future commitments, including City funding.

FISCAL IMPACT

No fiscal impact to the City. The Police Department will be reimbursed up to $462,168.00 for overtime and equipment purchases for the duration of this grant.

COMMISSION OR COMMITTEE REPORT

The Memorandum of Agreement is scheduled for review by the Police and Fire Commission on February 18, 2010.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff and the Police and Fire Commission recommend that the City Council approve the Memorandum of Agreement (MOA) between the City of Oceanside and the County of San Diego for the performance of grant-funded law enforcement services jointly with other law enforcement agencies under Operation Stonegarden; and for reimbursement of funds in an amount not to exceed $462,168, pursuant to Operation Stonegarden, for overtime expenses and the acquisition of specialized enforcement equipment; and authorize the City Manager to execute the MOA.

PREPARED BY:

Lee A. Steitz
Police Lieutenant

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Frank S. McCoy, Chief of Police

Michelle Skaggs-Lawrence, Deputy City Manager

ATTACHMENT:

MOA

AGREEMENT FOR THE

2009 OPERATION STONEGARDEN GRANT

CITY OF OCEANSIDE TO THE AGREEMENT

This Agreement is between the COUNTY OF SAN DIEGO ("COUNTY"), and the **CITY OF OCEANSIDE** ("CITY"), for program support of the 2009 Operation Stonegarden Grant ("OPSG").

Party Departments Or Agencies Participating In The Agreement

For the COUNTY, participating agency is the Sheriff's Department.

For the CITY, participating agency is the police department.

The services and obligations of CITY are set forth herein.

RECITALS

WHEREAS, COUNTY through SHERIFF received funds from the U.S. Department of Homeland Security (DHS) passed thru the California Emergency Management Agency (Cal-EMA), under the Fiscal Year (FY) 2009 Operation Stonegarden Grant- Supplemental (OPSG-S); and

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

WHEREAS, Government Code §55632 authorizes COUNTY through SHERIFF and the CITY by and through its police department, to contract with SHERIFF for provision of joint law enforcement services; and

WHEREAS, CITY desires to enter into an agreement with provisions concerning the nature and extent of OPSG collaboration, services rendered, and compensation; and

WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 3 dated November 3, 2009, approved and authorized the SHERIFF to execute expenditure contracts to use FY 2009 OPSG-S grant funds to reimburse CITY for overtime expenses; equipment and vehicle purchases; fuel, mileage, flight, and vehicle and equipment maintenance costs incurred in OPSG activities not to exceed **$462,168**, during the project period beginning October 1, 2009 through March 30, 2012; and

WHEREAS, CITY agrees to maintain all documentation supporting all expenditures reimbursed from Operation Stonegarden (OPSG) grant funds, ensure all expenditures are allowable under grant requirements, and submit an organization-wide financial and compliance audit report if $300,000 or more of OPSG federal funds are expended in a fiscal year. The records shall be maintained and retained in accordance with OPSG grant requirements and shall be available for audit and inspection. The audit shall be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133. For accounting purposes, the following is a description of these funds: Federal Grantor Agency: U.S. Department of Homeland Security; Pass Thru Agency: California Emergency Management Agency (CALEMA); Program Title: Homeland Security Grant Program; Federal CFDA Number: 97.067; and

WHEREAS, CITY agrees to Exhibit A - FY09 Grant Assurances as set forth by the California Emergency Management Agency;

NOW THEREFORE, for consideration, the receipt and sufficiency of which is hereby acknowledged, CITY intends that COUNTY through SHERIFF will fund, and CITY will provide, a level of OPSG services, as set forth in this Agreement.

AGREEMENT

I. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by the U.S. Department of Homeland Security passed thru the California Emergency Management Agency, under the FY 2009 OPSG-S.

II. SCOPE OF SERVICES

A. Method of Service Delivery

SHERIFF will maintain the OPSG grant and will be administratively responsible for coordination of CITY's obligations under this Agreement. The SHERIFF'S OPSG will be staffed as described in section IV. - Standards of Service: Obligations of the CITY.

B. Overview Of Basic Services

CITY will provide OPSG activities ("Activities") by increasing law enforcement presence in their designated areas of jurisdiction in order to support the U. S. Department of Homeland Security, Bureau of Customs and Border Protection efforts in the region to improve border security. CITY will enforce local and state laws within the agency's jurisdiction and will not enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

III. TERM OF AGREEMENT

A. Initial Term

The term of this Agreement shall be retroactive to midnight on October 1, 2009, and shall continue in effect through and terminate at midnight on March 30, 2012; subject to the termination provision in section III. B. and III. C. below.

B. Option to Extend

Renewal or extension of the Agreement beyond March 30, 2012, shall be subject to remaining grant funds and to a time extension approved by the U.S. Department of Homeland Security (DHS) thru the California Emergency Management Agency (Cal-EMA).

C. Termination

Subject to the applicable provisions of state law, CITY may terminate its participation in this Agreement upon ninety-day (90) minimum written notice to the COUNTY through SHERIFF.

IV. STANDARDS OF SERVICE: OBLIGATIONS OF THE CITY

A. Anticipated Outcome

The anticipated outcome of the OPSG Activities to be provided by CITY under this Agreement is increased law enforcement presence in its designated areas of jurisdiction in order to support the U. S. Department of Homeland Security, Bureau of Customs and Border Protection efforts in the region to improve border security and reduce border related crime. The law enforcement agencies that elected to participate in OPSG are San Diego County Probation Department, Chula Vista Police Department, San Diego Harbor Police Department, California Highway Patrol, California Department of Fish & Game, San Diego Police Department, Oceanside Harbor Police, Coronado Police Department, Orange County Sheriff's Department, California Department of Motor Vehicles, and Carlsbad Police Department ("Participating Agencies"). The anticipated outcome will be reached by

achieving the goals and accomplishing the missions set forth below by the Participating Agencies and in Exhibit B –FY 2009 OPSG-S Operations Order to this Agreement.

1. OPSG Participating Agencies will provide enhanced enforcement by increasing patrol presence in proximity to the border and/or routes of ingress from the border. In addition, Participating Agencies will utilize their unique investigatory areas of expertise in operations targeting criminal aliens, document fraud, and intelligence development.
2. Increase intelligence/information sharing among Participating Agencies, including but not limited to the following activities:
   a. Conduct monthly meetings with a minimum of one representative from each OPSG agency.
   b. Increase information sharing during operations.
3. At the conclusion of each shift funded by Operation Stonegarden, OPSG state/local law enforcement officers will complete a Daily Activity Report (DAR). The DAR will be submitted via email to U.S. Customs and Border Protection (CBP)/Border Patrol Sector Headquarters at: SDCOPSG2009@cbp.dhs.gov and SDSD at: gayda.pia@sdsheriff.org. The work week for OPSG is Wednesday – Tuesday.

B. Personnel Qualifications And Assignment

All CITY personnel who perform OPSG Activities pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification.

CITY shall provide OPSG with qualified personnel to meet performance standards and scope of service defined herein and as further specified in Exhibit B.

1. Sheriff And Participating Agency's Discretion

The management, direction, and supervision of SHERIFF OPSG personnel, the standards of performance, the discipline of deputies, and all other matters incident to the performance of such services, shall be performed by and be the responsibility of COUNTY through SHERIFF in SHERIFF'S sole but reasonable judgment and in accord with the provisions of applicable labor agreements. SHERIFF shall be the appointing authority for all SHERIFF personnel provided to OPSG by this AGREEMENT. Participating Agencies shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in COUNTY'S performance of this Agreement.

2. Participating Agency's Discretion

The management, direction, and supervision of CITY OPSG personnel, the standards of performance, the discipline of officers and/or non-sworn personnel, and all other matters incident to the performance of such services, shall be performed by and be the individual responsibility of CITY in its sole but reasonable judgment and in accord with the provisions of applicable labor agreements. CITY shall be the appointing authority for its respective personnel provided to the OPSG by this Agreement. COUNTY and SHERIFF shall have no liability for any direct payment of salary, wages, indemnity, or other

compensation or benefit to persons engaged in CITY's performance of this Agreement.

3. **Designated Coordinators**

SHERIFF shall select and designate a coordinator who shall manage and direct the OPSG. CITY shall select and designate a coordinator under this Agreement. The designated coordinators for each party shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

4. **Staffing for Basic Services**

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

5. **Equipment and Supplies**

COUNTY through SHERFF will provide SHERIFF OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform OPSG Activities. CITY will provide its respective OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform OPSG Activities unless otherwise specified in Exhibit B. CITY is responsible for the procurement of its own equipment to be used in OPSG Operations.

V. COST OF SERVICES/CONSIDERATION

A. General

As full consideration for the satisfactory performance and completion by CITY of OPSG Activities set forth in this Agreement, COUNTY through SHERIFF shall reimburse CITY for personnel assigned to perform OPSG Activities on the basis of invoices and submittals as set forth hereunder. Such payments by COUNTY through SHERIFF are dependent on the continued availability of grant funds from the U.S. Department of Homeland Security (DHS) passed thru the California Emergency Management Agency (Cal-EMA).

B. Personnel Costs/Rate of Compensation

During the term of this Agreement, COUNTY through SHERIFF shall reimburse CITY for overtime worked by personnel assigned to perform OPSG Activities based upon available funding and the actual costs incurred by CITY to provide Activities under this Agreement.

C. Method of Payment

1. CITY shall mail itemized invoices, timesheets, and any other related supporting documentation that represents amounts due under this Agreement to SHERIFF no later than 5:00 p.m. of the thirty-first (31st) business day following the end of each month of the contract year, and no later than 5:00 p.m. of the thirty-first (31st) business day of each succeeding month during the term of this Agreement to: San Diego County Sheriff's Department, Financial Services Division (Homeland Security Grants Unit), Ref: OPSG, P. O. Box 939062, San Diego, CA 92193.

a. Invoices, timesheets, and other related supporting documentation must have the signature of CITY's designated coordinator or his or her designee, certifying that the invoice, timesheets, and related documentation are true and correct.

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

2. Within thirty (30) business days upon receipt of valid invoice, SHERIFF will pay CITY for the Basic Services agreed to.

VI. INDEMNIFICATION RELATED TO WORKERS COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES

A. Workers Compensation And Employment

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

assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

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

B. Indemnification Related To Acts Or Omissions; Negligence

1. Claims Arising From Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the CITY, its agents, officers and employees, from any claim, action or proceeding against CITY, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve

County of any obligation imposed by this Agreement. CITY shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising From Sole Acts or Omissions of CITY

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

3. Claims Arising From Concurrent Acts or Omissions

County hereby agrees to defend itself, and CITY hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and CITY. In such cases, County and CITY agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Joint Defense

Notwithstanding paragraph 3 above, in cases where County and CITY agree in writing to a joint defense, County and CITY may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CITY and County. Joint defense counsel shall be selected by mutual agreement of County and CITY. County and CITY agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and CITY

further agree that neither party may bind the other to a settlement agreement without the written consent of both County and CITY.

5. Reimbursement and/or Reallocation

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

VII. GENERAL PROVISIONS

A. Independent Contractor Status

In the performance of services under this Agreement, COUNTY and CITY acknowledge and agree that COUNTY and its respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of CITY; CITY and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of COUNTY. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of services hereunder; all such personnel provided by CITY under this Agreement are under the direct and exclusive supervision, daily direction, and control of CITY and CITY assumes full responsibility for the actions of such personnel in the performance of services hereunder.

COUNTY and CITY acknowledge and agree that COUNTY does not control the manner and means of performing the work of CITY's officers, agents or

employees who perform OPSG Activities, nor does COUNTY have the right to hire or terminate employment of such officers, agents or employees. CITY does not control the manner and means of performing the work of COUNTY officers, agents or employees who perform OPSG Activities, nor does CITY have the right to hire or terminate employment of such officers, agents or employees.

COUNTY has no authority of any kind to bind CITY, and CITY has no authority to bind COUNTY and/or SHERIFF in any respect whatsoever, nor shall COUNTY or SHERIFF act or attempt to act, or represent itself directly or by implication as an agent of CITY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of CITY. CITY shall not act or attempt to act, or represent itself directly or by implication as an agent of COUNTY or SHERIFF, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

B. Notices

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

To COUNTY and SHERIFF:
Sheriff
San Diego County Sheriff's Department
P. O. Box 939062
San Diego, CA 92193

To CITY:
Chief of Police
Oceanside Police Department
3855 Mission Ave
Oceanside, CA 92058

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

C. Amendment; Assignment

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

D. Entire Agreement

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

E. Construction

This Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for

convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one party.

F. Waiver

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

G. Authority to Enter Agreement

COUNTY and CITY have all requisite power and authority to conduct their respective business and to execute, deliver, and perform the Agreement. CITY warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

H. Cooperation

COUNTY through SHERIFF and CITY will cooperate in good faith to implement this Agreement.

I. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

J. Severability

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

K. Legislative Changes

If any changes are made to regulations pursuant to which this Agreement is made or to any successor legislation or regulations, or if the U.S. Department of Homeland Security thru the California Emergency Management Agency imposes any budget requirements or limitations applicable to this Agreement and the services to be provided hereunder, then (1) to the extent any of the changes are of mandatory application, such change(s) shall apply to CITY and this Agreement, and this Agreement shall be deemed to be amended to be consistent with such changes(s) except to the extent that such change(s) alter(s) a material provision of this

Agreement in which case such material provision shall be voidable and CITY will negotiate in good faith to amend the Agreement as necessary, and (2) to the extent any of the changes are not of mandatory application, such change(s) shall not affect this Agreement or the right or obligations of COUNTY and SHERIFF, and CITY, under this Agreement unless the parties mutually agree to subject themselves to such changes(s).

L. Representation

CITY's Chief, or his or her designee, shall represent CITY in all discussions pertaining to this Agreement. SHERIFF, or his or her designee, shall represent SHERIFF in all discussions pertaining to this Agreement.

M. Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, the SHERIFF, or his or her designee, and CITY's Chief, or his or her respective designee, will meet and confer within 10 (ten) business days after receiving notice of the dispute to resolve the dispute.

N. Termination of Funding

In the event that funding for reimbursement of costs related to OPSG Activities is terminated by the U.S. Department of Homeland Security thru the California Emergency Management Agency, this Agreement in its entirety shall be considered null and void and COUNTY through SHERIFF and CITY shall no longer be required to provide OPSG Activities as described herein. In such event, the COUNTY through SHERIFF and CITY shall meet immediately, and if agreed upon by the COUNTY through SHERIFF and CITY, mutually develop and implement within a

reasonable time frame, a transition plan for the provision of OPSG Activities through alternate means.

O. Obligation

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

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

IN WITNESS WHEREOF, the COUNTY through SHERIFF and CITY hereto have executed this Agreement on this ____ day of _____, 2009.

COUNTY OF SAN DIEGO
SHERIFF'S DEPARTMENT

_____
William D. Gore
Sheriff

OCEANSIDE POLICE DEPARTMENT

_____
Frank McCoy
Chief

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

_____
William L. Pettingill
Senior Deputy

CITY OF OCEANSIDE

By: _____
Peter A. Weiss
City Manager

APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY

TARQUIN PREZIOSI
Deputy City Attorney

EXHIBIT A

California Emergency Management Agency

FY09 Grant Assurances

(All HSGP Applicants)

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Emergency Management Agency (Cal EMA).

2. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.

3. Will comply with any cost sharing commitments included in the FY09 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.

4. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, through any authorized representative, access to, and the right to examine, all paper or electronic records, books, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards and/or awarding agency directives.

5. Agrees that funds utilized to establish or enhance State and Local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

6. Will provide progress reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP) within 45 (forty-five) days of the award, and update via the Grant Reporting Tool (GRT) twice each year.

7. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.

Initials ___

8. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.

9. Will comply with all provisions of DHS/FEMA's codified regulation 44, including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.

10. 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 for themselves or others, particularly those with whom they have family, business, or other ties.

11. Agrees that, to the extent contractors or subcontractors are utilized, grantees and subgrantees shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

12. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.

13. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

14. Understands and 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, at any level of government, without the express prior written approval from DHS/FEMA/Cal EMA.

15. Will comply with all Federal Statues relating to Civil Rights and Nondiscrimination. These include, but are not limited to:
    a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin.
    b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of gender.
    c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps.
    d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age.
    e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
    f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
    g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
    h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
    i. Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.

Initials ___

j. The requirements on any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made.

k. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.

l. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.

m. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.

16. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides 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 interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

17. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients 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 ten thousand dollars ($10,000) or more.

18. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Will comply with all conditions placed on any project as the result of the EHP review; any change to the scope of work of a project will require reevaluation of compliance with these EHP requirements.

19. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA/Cal EMA, including, but not limited to, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. If ground-disturbing activities occur during the project implementation, the recipient must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the recipient will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.

20. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal EMA and the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.

Initials ___

21. Will provide any information requested by DHS/FEMA/Cal EMA to ensure compliance with applicable laws, including the following:
    a. Institution of environmental quality control measures under the National Environmental Policy Act, National Historical Preservation Act, Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (EO12898) and Environmental Quality (EO11514).
    b. Notification of violating facilities pursuant to EO 11738.
    c. 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.).
    d. 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.).
    e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
    f. California Environmental Quality Act (CEQA). California Public Resources Code Sections 21080-21098. California Code of Regulations, Title 14, Chapter 3 Section 15000-15007.
    g. 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.
    h. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

22. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, Section 8607.1(e) and CCR Title 19, Sections 2445, 2446, 2447, and 2448.

23. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*

24. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support.

25. The recipient agrees to consult with DHS/FEMA/Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

26. Has requested through the State of California, Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
    a. Promptly return to the State of California all the funds received which exceed the approved, actual expenditures as accepted by the Federal or State government.

Initials ___

b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
c. Separately account for interest earned on grant funds, and will return all interest earned, in excess of $100 per Federal Fiscal Year.

27. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

28. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 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.

29. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

30. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

31. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

32. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally assisted construction sub-agreements.

33. Agrees 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
    b. If any other funds 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 an employee of Congress, or employee of a Member of Congress in connection with the Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
    c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
    d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

Initials ___

prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

34. Agrees that equipment acquired or obtained with grant funds:
    a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
    b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

35. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-Federal funds.

36. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A102 and A-133, E.O. 12372 and the current Administrative Requirements, Cost Principles, and Audit Requirements.

37. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.

38. Agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

39. Will comply with all provisions of 2 CFR, including: Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110); Part 225 Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87); Part 220 Cost Principles for Educational Institutions (OMB Circular A-21); Part 230 Cost Principles for Non-Profit Organizations (OMB Circular A-122).

40. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.

41. Will comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and the current DHS Financial Management Guide.

42. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2009 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2009 Homeland Security Grant Program Guidance and Application Kit. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2009 Homeland Security Grant

Initials ___

Program application. Further, use of FY09 funds is limited to those investments included in the California FY09 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.

43. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension".

44. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions,
    a. The applicant certifies that it and its principals:
        i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
        ii. 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.
        iii. 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 (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
    b. 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.

45. Agrees to comply with the Drug-Free Workplace Act of 1988, and certifies that it will or will continue to provide a drug-free workplace by:
    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
    b. Establishing an on-going drug-free awareness program to inform employees about:
        i. The dangers of drug abuse in the workplace;
        ii. The grantee's policy of maintaining a drug-free workplace;
        iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
        iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
    c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

    d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
        i. Abide by the terms of the statement; and

Initials ___

ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs
ATTN: Control Desk
633 Indiana Avenue, N.W.
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted.

i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

46. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

47. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

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

Signature of Authorized Agent:_____

Printed Name of Authorized Agent:_____

Title:_____ Date:_____

Initials ___

OPERATIONS ORDER REPORT

U.S. DEPARTMENT OF HOMELAND SECURITY/ U.S. CUSTOMS AND BORDER PROTECTION

Op Order Name: Operation Stonegarden 2009 Supplemental-San Diego County
Op Order Number:
Op Dates: From: 10/01/2009 **To:** 09/30/2010
Report Date: 09/30/09

Executive Summary

Since the events of September 11th, 2001, the interception of terrorists and their weapons attempting entry across the nation's borders has become the priority mission of U.S. Customs and Border Protection (CBP)/Border Patrol. A combination of intelligence driven operations, deterrence-based deployment, border infrastructure development, technology and agent resources are utilized to address the incursion threat of terrorists as well as smugglers of undocumented aliens and contraband.

Historically, the greater San Diego County area has been a highly favored operational area for alien and drug smuggling organizations. The close proximity of Tijuana, Mexico to San Diego, population density, sporadic border infrastructure, and extensive transportation networks leading to the interior immediately north of the border make San Diego a consistently lucrative target. The San Diego Sector (Border Patrol) has been making steady progress in controlling the border since the inception of Operation Gatekeeper in 1994. Apprehensions peaked in FY 1995 and generally declined through FY 2005. Since FY 2006 however, San Diego has experienced an increase in annual apprehensions indicating San Diego remains a preferred crossing area.

Violence associated with competing drug smuggling organizations operating out of Tijuana has escalated to an all-time high. 843 reported murders linked to drug cartels were committed in 2008 (Tijuana) compared to 337 in 2007. The spillover of drug-related violence into the greater San Diego area by trans-national criminal enterprises is a very real threat and provides additional impetus for partnerships within the federal, state, and local law enforcement community.

Operation Stonegarden Supplemental (OPSG-S) funding will be utilized by local units of government in order to facilitate these partnerships and enhance border enforcement capabilities. In coordination with CBP/Border Patrol; state and local law enforcement agencies will exercise their unique jurisdictional capabilities in order to collaboratively address border security issues.

I. SITUATION

A. General Situation:

The events of September 11th, 2001, provided the nation with the shattering reality of terrorist attacks within the very confines of the homeland. Consequently, the detection and apprehension of terrorists and their weapons attempting entry across the nation's borders has become the Border Patrol's primary mission and a top priority for partner law enforcement agencies. The utilization of intelligence driven special operations, forward deployment, detection technology, infrastructure, and

enforcement resources is key to controlling the border. The law enforcement community within San Diego County has historically been operationally flexible and proactive in addressing any threat to the security of the nation, whether it materializes from potential terrorist attacks, the influx of illegal foreign nationals, or contraband.

Presently, levels of immediate border control for San Diego County's (San Diego Sector) approximate sixty miles of international border range from "Monitored" to "Controlled." Levels of border control are determined by the Border Patrol's ability to detect, classify, interdict, and bring about a law enforcement resolution to a (border) threat. San Diego Sector FY 2008 alien apprehensions increased seven percent over FY 2007. In addition, the incidence of border violence and assaults against Border Patrol Agents in San Diego doubled. The assaults have become a common diversionary tactic utilized by smuggling organizations to further their criminal activity. As operational control of the border is established within key target zones, smuggling organizations resort to increasingly elaborate methods such as the construction of sophisticated cross-border tunnels and the utilization of the coastal marine environment to further their criminal enterprise. For FY 2008 there were forty-five known maritime smuggling events. Campaign Radar Screen, the San Diego Sector's FY 2009 enforcement strategy, will address the specific threats posed by criminal organizations and raise the level of operational control in targeted border zones within the Sector's area of responsibility (AOR). Partnerships with state and local agencies act as force multipliers and are essential elements to the Sector's efforts in achieving mission goals.

Since its inception, the intent of OPSG has been to enhance law enforcement preparedness and operational readiness along the nation's borders. The *Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009* (Public Law 110-329) provides $60,000,000 for use at the county level or equivalent to increase coordination and enforcement capabilities in support of Department of Homeland Security (DHS) goals including those outlined in the Border Patrol National Strategy. The *Supplemental Appropriations Act of 2009* provides an additional $30,000,000 in OPSG funding for utilization by counties in Southwest border states.

B. Terrain/Weather:

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

Terrain features within the County include beaches, estuaries, coastal plains, steep canyons and ravines, high desert, and mountains over six thousand feet in elevation. There are numerous environmentally sensitive and protected areas in the County, including the Otay Mountain Wilderness Area and Tijuana Estuary. Dense, low laying brush and scrub trees cover much of the rural terrain throughout.

Weather conditions vary greatly throughout the County. The western corridor generally maintains year-round mild temperatures that average 50 to 80 degrees. The central and eastern corridors can experience extremes in temperatures ranging from subfreezing to well over 100 degrees.

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

C. Criminal Element:

Alien and drug smuggling organizations continue to pose significant threats throughout the County. These organizations have become increasingly sophisticated and utilize counter surveillance, diversionary tactics, night vision devices, and secure communications while conducting operations. Debriefings of aliens and foot guides, examination of pocket trash, and officer observations have yielded information that indicate substantial intelligence gathering efforts against law enforcement operations by area criminal organizations. Smugglers frequently utilize dangerous tactics in order to further their cargo into the United States. Among these are failures to yield when vehicle or checkpoint stops are initiated, abandonment of the smuggling vehicle by the driver while it is still in motion, and wrong-way driving on freeways through the San Ysidro Mexican Port of Entry into the southbound lanes of Interstate 5. The abandonment of individuals or entire groups by their guides in remote, inhospitable environments is not uncommon and has resulted in a significant number of deaths. Smuggling organizations utilizing these, and other tactics, have been historically responsible for several violent assaults on Border Patrol Agents including the murder of Border Patrol Agent Robert Rosas in July of 2009.

D. Friendly Forces:

U.S. Customs and Border Protection (CBP)/Border Patrol

CBP Air and Marine

CBP Field Operations

San Diego County Sheriff's Department

San Diego Police Department

Chula Vista Police Department

Carlsbad Police Department

Coronado Police Department

Carrizo Gorge Railway Police

Oceanside Harbor Police Department

Orange County Sheriff's Department

California Department of Motor Vehicles

II. MISSION

Department of Homeland Security, CBP/Border Patrol, state, and local law enforcement agencies operating in San Diego County will collaborate to raise border security by increasing law enforcement presence along the border, joint special operations, intelligence/information sharing, and communication. Grant funding via OPSG-S will be administered by local units of government in support of joint operational plans that utilize each agency's unique jurisdictional capabilities in conjunction with CBP/Border Patrol.

III. EXECUTION

a. Management/Supervisor Intent:

State and local law enforcement agencies will enforce local/state laws within their jurisdiction and will not enforce immigration laws on behalf of CBP/Border Patrol. Each participating agency will conduct enforcement activities that have a nexus and contribute to border security as described in the "Specific Responsibilities" section of this plan.

b. General Concept:

OPSG-S activities will emphasize those measures that increase border security in direct coordination with CBP/Border Patrol. State and local law enforcement personnel will provide enhanced enforcement by increasing patrol presence in proximity to the border, maritime environment, and/or routes of egress leading from the border. In addition, these agencies will utilize their unique investigatory and prosecutorial areas of expertise in special operations targeting criminal aliens, document fraud, and intelligence development. This operational concept does not result in a change or extension of Federal authority to state or local law enforcement agencies to enforce Federal immigration laws. It is anticipated however, that increased enforcement activities under OPSG-S will significantly impact the ability of criminal organizations to operate within the greater San Diego area and reduce the threat of border incursions. If Federal immigration violations are encountered, state and local agencies may refer those violations to the Border Patrol for appropriate action consistent with current polices and practices. **A quarterly OPSG-S plan describing in detail state/local agency responsibilities and funding requests will be generated for approval by the Chief Patrol Agent-San Diego Sector and Office of Border Patrol (OBP) prior to release of OPSG-S funds.**

c. Specific Responsibilities:

1. San Diego County Sheriff's Department (SDSD)

Objective: Reduce threat of border incursions and exercise risk management in relation to anti-smuggling efforts by increasing law enforcement presence and special operations adjacent to the border and routes of border egress within the Sector's AOR.

SDSD will be the OPSG-S applicant and fiscal agent for San Diego County.

Utilize OPSG-S funding for overtime in order to increase law enforcement presence/patrol activity in target areas specifically identified in quarterly OPSG plans. Increased law enforcement presence and special operations will enhance border security by providing additional deterrence to alien and narcotics smugglers operating within target areas.

SDSD will not enforce Title 8 (US Immigration law). SDSD will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with alien and drug smuggling. SDSD will provide uniformed deputies in marked vehicles to actively patrol target areas and border egress routes. In addition, SDSD will conduct special operations focusing on narcotics (e.g. HIDTA), weapons, and/or known criminal interdiction with an OPSG-S nexus in coordination with other OPSG-S participating agencies, Narcotics Task Force (NTF), East County Gang Task Force, and the San Diego County Law Enforcement Coordination Center/Regional Terrorism Threat Assessment Center (LECC/RTTAC) as intelligence dictates.

2. San Diego Police Department (SDPD)

Objective: Reduce threat of border incursions, border violence, and exercise risk management in relation to anti-smuggling efforts by increasing law enforcement presence and special operations in communities and routes of egress adjacent to the land border and maritime environment in the Imperial Beach and Chula Vista Border Patrol Station AORs.

SDPD will not enforce Title 8 (US Immigration law). SDPD will enforce state law and local ordinances against violators in target areas to help reduce criminal activity and border violence associated with alien and drug smuggling organizations. Through the use of undercover operations, surveillance and well coordinated proactive efforts with uniformed patrol; the SDPD will abate criminal activities associated with these organizations.

The SDPD will have three primary areas of geographic focus: the immediate border where incursions take place, beach/marina areas where water craft frequently land to off-load contraband, and urban sections of the city where smuggling cartels are actively linking with gang members to facilitate criminal enterprise. Operational priorities include the interdiction of illicit weapons, money, and narcotics, and the prevention of kidnapping, and/or violence associated with cartel activity. SDPD marine unit will work in conjunction with the Imperial Beach Border Patrol Station and the Maritime Unified Command (MUC) which includes, but is not limited to the Border Patrol, Imperial Beach Sheriff's Sub-Station, United States Coast Guard and CBP Marine.

Operating within a memorandum of understanding (MOU) with the SDSD, SDPD will utilize OPSG-S funding for overtime, fuel, mileage, vehicle/vessel maintenance, and equipment in order to support operations.

3. Chula Vista Police Department (CVPD)

Objective: Reduce threat of border incursions and exercise risk management in relation to anti-smuggling efforts by increasing law enforcement presence and special operations on routes of border egress in the Chula Vista and Brown Field Border Patrol Station AORs.

CVPD will not enforce Title 8 (US Immigration law). CVPD will enforce state law and local ordinances against violators to help reduce criminal activity associated with alien and drug smuggling by conducting undercover and special traffic operations in target areas and providing uniformed officers in marked vehicles to actively patrol border egress routes at times and days based on intelligence.

Operating within a memorandum of understanding (MOU) with the SDSD, CVPD will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to increase law enforcement presence/patrol activity within the Chula Vista and Brown Field Station AORs.

4. Carlsbad Police Department (CPD)

Objective: Increase security for the San Diego coastline and deny egress routes to smuggling organizations operating in the maritime environment within the San Clemente Border Patrol Station AOR. As the level of immediate border operational control is raised, it is anticipated that the frequency of smuggling organizations utilizing boats to further their criminal enterprise will increase.

CPD will not enforce Title 8 (US Immigration law). CPD will enforce state law and local ordinances against violators in target areas to help reduce criminal activity and violence associated with alien and drug smuggling organizations. Through the use of undercover operations, surveillance and well coordinated proactive efforts with uniformed patrol; CPD will abate criminal activities associated with these organizations. CPD will work in conjunction with the MUC and the San Clemente Station as intelligence dictates.

Operating within a memorandum of understanding with the SDSD, CPD will utilize OPSG-S funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to provide increased marine and land support law enforcement presence in targeted coastal zones in and about the city boundaries of Carlsbad.

5. Coronado Police Department

Objective: Increase security for the San Diego coastline and deny egress routes to smuggling organizations operating in the maritime environment within the Imperial Beach Border Patrol Station AOR.

Coronado PD will not enforce Title 8 (US Immigration law). Coronado PD will enforce state law and local ordinances against violators in target areas to help reduce criminal activity and border violence associated with alien and drug smuggling organizations. Through the use of undercover operations, surveillance and well coordinated proactive efforts with uniformed patrol; Coronado PD will abate criminal activities associated with these organizations. Coronado PD will work in conjunction with the MUC and the Imperial Beach Station as intelligence dictates.

Operating within an MOU with the SDSD, Coronado PD will utilize OPSG-S funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to provide increased law enforcement presence in Coronado and the Silver Strand.

6. Carrizo Gorge Railway Police (CGRP)

Objective: Reduce threat of border incursions and exercise risk management in relation to anti-smuggling efforts by increasing law enforcement presence and special operations in rural areas, communities and routes of egress adjacent to the border in the El Cajon, Campo, and Boulevard Station AORs. CGRP will increase security within the railroad transportation corridor along the U.S./Mexico border between Campo and Jacumba.

CGRP will not enforce Title 8 (US Immigration law). CGRP will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling.

Operating within an MOU with the SDSD, CGRP will utilize OPSG-S funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations.

7. Oceanside Harbor Police Department (OHPD)

Objective: Increase security for the San Diego coastline and Oceanside Harbor by denying egress routes to smuggling organizations operating in the maritime environment within the San Clemente Border Patrol Station AOR.

OHPD will not enforce Title 8 (US Immigration law). OHPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with alien and drug smuggling. OHPD will work in conjunction with the MUC and the San Clemente Station as intelligence dictates.

Operating within an MOU with the SDSD, the OHPD will utilize OPSG-S funding for overtime, fuel, vehicle/vessel maintenance, and equipment in order to provide increased marine law enforcement presence in Oceanside Harbor and coastal waters within their jurisdictional area of responsibility.

8. Orange County Sheriff's Department (OCSD)

Objective: Increase security for Orange County coastline by denying egress routes to smuggling organizations operating in the maritime environment within the San Clemente Border Patrol Station AOR. In addition, OCSD will Identify and prevent potential homeland security risks associated with off-shore oil platforms and Newport Harbor. It is anticipated that smuggling incursions via the Orange County coastline will increase as maritime enforcement efforts become more effective and operational control of the border increases in the San Diego County AOR.

OCSD will not enforce Title 8 (US Immigration law). OCSD will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with national security risk, alien and drug smuggling. OCSD will work in conjunction with the MUC and the San Clemente Station as intelligence dictates.

Operating within an MOU with the SDSD, the OCSD will utilize OPSG-S funding for overtime, fuel, vehicle/vessel maintenance, and equipment in order to provide increased law enforcement presence in the maritime environment within their jurisdictional area of responsibility.

9. California Department of Motor Vehicles (DMV)

Objective: Reduce the threat of trans-national criminal enterprise including the manufacture, distribution, and use of fraudulent and/or counterfeit documents utilized to further illegal entry of persons/contraband into the United States.

DMV will not enforce Title 8 (US Immigration law). DMV will enforce state law and local ordinances against violators to help reduce criminal activity associated with alien and drug smuggling.

Operating within an MOU with the SDSD, Investigators from the DMV will utilize OPSG-S funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to respond to Border Patrol stations/units detaining suspects in possession of potentially fraudulent/counterfeit/stolen state documents to include drivers' licenses, State ID cards, vehicle registrations, and license plates. DMV Investigators will work in conjunction with the Sector Intelligence Division (SID) to identify, perform link analysis, and investigate organizations that utilize document fraud etc. in furtherance of their criminal enterprise. Cooperative efforts with the DMV Investigations Division represent a multi-faceted proactive approach to dismantling smuggling organizations operating within the San Diego Sector.

d. Coordinating Instructions:

San Diego Sector Border Patrol Stations will be responsible for OPSG-S related enforcement activities within their respective AORs. An Incident Command System (ICS) will be utilized for the Sector-wide coordination and monitoring of all OPSG activities during peak activity periods specified in quarterly plans. A representative from the Border Patrol and the SDSO will jointly monitor all OPSG-related communications, perform de-confliction, generate and distribute daily participant schedules, collect the daily OPSG-S Activity Report, and keep appropriate command staffs apprised as necessary.

When the ICS is not in place, the Border Patrol Station and local/state representative will insure daily OPSG activities within their AORs are scheduled, monitored and reported accordingly. The stations within whose AORs OPSG activities are conducted will be responsible for reporting related intelligence to the Sector (Border Patrol) Intelligence Division (SID) as appropriate.

Activity Reporting
At the conclusion of each shift, OPSG-S state/local law enforcement officers will complete a Daily Activity Report (DAR). The DAR will be submitted via email to Sector Headquarters at: SDCOPSG2009@cbp.dhs.gov and SDSD at: gayda.pia@sdsheriff.org.

The Sector OPSG Group will be responsible for compiling daily activity reports and SDSD Financial will be responsible for tracking OPSG-S expenditures. Weekly Activity and After-Action Reports will be completed by the Sector OPSG Group and submitted via email to OBP. The work week for OPSG-S is Wednesday – Tuesday with weekly reports due to HQ-OBP by COB every Thursday.

Information Sharing
All source documents (e.g. arrest reports, citations, field interviews, etc.) will be emailed to SDCOPSG2009@cbp.dhs.gov for evaluation. Items of interest will be developed by the SID and forwarded to Station Lead Border Patrol Agents (LBPAs), Smuggling Interdiction Group (SIG), SDSD Criminal Intelligence Division (CID), LECC/RTTAC, and the OPSG Working Group for action.

Intelligence Products
Intelligence products including mapping, trend analysis, community impact, and target files will be developed via a collaborative effort between the SID, SDSD CID, and LECC/RTTAC.

Performance Metrics
OPSG-S impact on border security and public safety will be gauged by several mechanisms:

- Statistically tracked events such as traffic stops, citations, misdemeanor/felony arrests, and contraband seizures
- SID evaluation of OPSG-S effect on smuggling/alien traffic patterns
- Third party indicators ascertained via crime statistic analysis and community impact data developed by the LECC

IV. BUDGET

A.1 Cost Estimates/Funding Requests OPSG-S FY 2009

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
Operational Overtime - *San Diego Sheriff's Department*	***Deputy Sheriff*** 4 – 2 person units,1 day per week, 10 hour shift 80 hours per week x 52 weeks = 4160 hrs/yr **4,160 hrs @ $57.93/ hour = $240,989** ***Sheriff's Sergeant*** 1 Sgt.,1 day per week, 10 hour shift 10 hrs per week x 52 weeks = 520 hrs/yr **520 hours @ $66.45/ hour = $34,554**	$275,542.80
- *San Diego Police Department*	***Police Officer II*** ***12,780 hours @ $61.19/ hour = $782,008*** ***Breakdown by Unit:*** ***Harbor Unit*** 3 PO IIs x 26 days x 10 hour shift = 780 hours ***Patrol*** 8 PO IIs x 150 days x 10 hour shift = 12,000 hrs ***Police Detective*** 5 Detectives x 75 days x 10 hour shift = 3,750 hrs ***3750 hrs @ $65.28/hr = $244,800*** ***Police Sergeant*** **3,260 hours @ $73.92/hour = $240,979** ***Breakdown by Unit:*** ***Harbor Unit*** 1 Sgt. X 26 days x 10 hour shift = 260 hours ***Patrol*** 2 Sgts x 150 Days x 10 hour shift = 3,000 hrs ***Detective Sergeant*** 1 Sgt x 75 Days x 10 hour shift =750 hrs ***750 hours @ $77.62/hr = $58,215*** ***Police Officer II - Pilot*** 2 pilots x 30 days x 10 hour shift = 600 hours ***600 hours @ 68.23/ hour = $40,938***	$1,366,940.40
- *Chula Vista Police Department*	***Patrol*** 2 officers x 10 hrs/day x 1 day per week x 52 weeks 120 hrs/week x 52 weeks = 1,040 hours ***1,040 hours @ $62.85/hr = $65,364*** Specialized Vehicle Operation – Per mission basis 2 officers x 26 hrs/yr = 52 hours ***52 hours @ $62.85/hr = $3,268*** ***Total: 1,092 hours @ $62.85/hour = $68,632*** ***Border Task Force*** 5 detectives x 7 hours/month x 12 months = 420 hours 420 hours/ yr for specialized local task force investigators (2)CVPD Detective @ $61.45 x 168 hrs = $10,324 (1)SDPD Detective @ $65.28 x 84 hrs = $5,484 (2)SDSO Detective @ $60.50 x 168 hrs = $10,164 ***Total Border Task Force $25,972***	$94,603.32

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
- *Carrizo Gorge Railway Police* -	1 Agent x 20 hrs/week x 52 weeks = 1040 hrs/ yr ***1040 hours @ $60.25 hr = $62,660***	$62,660.00
- *Oceanside Harbor Police Department*	***Maritime Patrol*** 2 officers x 2 days/week x 10 hr shifts 40 hrs/week x 52 weeks = 4160 hrs. ***4160 hours @ $69.30/hour = $288,288***	$288,288.00
- *Coronado Police Department*	***Patrol*** 2 officers x 5 shifts / month x 10 hr shifts 100 hrs/ month x 12 months = 1200 hrs ***1200 hours @ $58.06 /hours = $69,672***	$69,672.00
- *Orange County Sheriff's Department*	***Sergeant*** 1Sgt x 2 hrs/week x 52 wks/yr ***104 hrs/yr @ $80.79/ hour = $8,402*** ***Deputy Sheriff II*** 1-2 person unit x 2 days/wk x 10 hrs/day x 52 wks/yr ***2,080 hrs @ $65.14/ hour = $135,491***	$143,893.00
- *CA Department of Motor Vehicles, Investigators*	DMV Investigators 4 Investigators x 30 hrs/week x 52 weeks = 1,560 hours ***1560 hours @ $ 79.00/hr = $123,240*** Supervisory Investigator 1 supervisor x 40hrs/mo x 12 months = 480 hrs ***480 hrs @ $88.00/hr = $42,240***	$165,480.00
- *Carlsbad Police Department*	160 hrs per month x 12 months = 1920 hrs (4 officers x 10 hr shifts x 16 shifts per month) x $58.74 hr. = $112,780.00 28.3 hrs per month x 12 months = 340 hrs (1)Sergeant x 8 hr shift x 3.5 shifts per month) x $71.40 hr. = $24,308	$137,088.00
Total Overtime Costs		**$2,604,168.32**
Fringe Benefits for Peace Officers - *San Diego Sheriff's Department*	Worker's Comp – 4.745% Medicare – 1.45% Total Fringe Benefit Rate: 6.20% 6.20% x $275,543= **$17,083.65**	$17,083.65
- *San Diego Police Department*	None requested	
- *Chula Vista Police Department*	FICA = 1.45 % 1.45% x $78,956 = $1,145 (CVPD officers) 6.20% x 10,164 = $630 (SDSO deputy – see above) = **$1,775**	$1,775.03
- *Carrizo Gorge Railway Police*	*FICA 6.9% x $62,660 = **$4,323***	$4,323.54
- *Oceanside Harbor Police Department*	FICA = 1.45 % 1.45% x $288,288 = **$4,180.18**	$4,180.18
- *Coronado Police Department*	Medicare - 1.45% Work Comp - 9.158% Total Fringe Benefit Rate = 10.608% ***$69,672 x 10.608% = $7,390.81***	$7,390.81
- *Orange County Sheriff's Department*	Worker's Comp – 4.26% Medicare – 1.45% Total Fringe Benefits Rate: 5.71% ***$143,893 x 5.71% = $8,216.29***	$8,216.29
- *CA Department of Motor Vehicles, Investigators*	None requested.	
- *Carlsbad Police Department*	Medicare – 1.45% Total Fringe Benefit Rate: 1.45% 1.45% x $137,088 = **$1,988**	$1,987.79
Total Fringe Benefits Costs		**$44,957.28**
Equipment Maintenance		
- *Carrizo Gorge Railway Police*	Regional Communications System Radio Maintenance Costs 2 Units x $25/Month x 12 months = $600	**$600.00**
Total Equipment Maint. Costs		**$600.00**

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
Vehicle Maintenance Costs - *Orange County Sheriff's Department*	Vessel Costs 20 hrs/week x 52 weeks = 1,040 hours 1040 hours @ $76.20/ hr = $79,248	$79,248.00
- *Carrizo Gorge Railway Police*	Total vehicle cost per service hour is $13.85 $13.85 hr x 1040 hrs = $14,404.	$14,404.00
Total Vehicle Maint. Costs		**$93,652.00**
Fuel - *Oceanside Harbor Police*	10 hours per shift X 2 days week X 52 weeks x $130 hr = $135,200	$135,200.00
- *Chula Vista Police Department*	Specialized Mission Vehicle @ 3 gals per hr x 1000 hrs per yr = 3000 gals @ $3.00 per gals = $9,000.00	$9,000.00
Total Fuel Costs		**$144,200.00**
Flight Costs - *San Diego Police Department*	30 Operations x 6 hours = 180 flt hrs ***180 flt hrs @ $ 412/ hour = $74,160***	$74,160
Total Flight Costs		**$74,160.00**
Mileage - *San Diego Sheriff's Department*	48 shifts @ 150 miles per shift = 7200 miles x .58 / mile = $4,176	$4,176.00
- *San Diego Police Department*	Includes fuel and maintenance = $.58/mile 1,800 shifts x 125 mi/shift = 225,000 miles/yr 225,000 miles/yr x .58/mile = $130,500	$130,500.00
- *CA Department of Motor Vehicles, Investigators*	800 miles/mo x 12 months = 9,600 miles x $.51/mile	$4,896.00
- *Coronado Police Department*	Includes fuel and maintenance = $.58/mile 60 shifts, ave shift mileage driven is 50 mi = 3000 miles x .58/mile = $1,740.00	$1,740.00
- *Carlsbad Police Department*	Includes fuel and maintenance = $.58/mile 192 shifts, avg. shift mileage driven is 150 mi = 28,800 miles x .58/mile	$16,704.00
Total Mileage Costs		**$158,016.00**
New Equipment - *San Diego Sheriff's Department*	(15) Pinnacle Armor Vests $9,000 (12) Digital cameras w/ card readers $6.000 (5) Digital voice recorders $1,062.72 (8) Hand-held GPS $4,000 (15) Vehicle-mounted NavGPS $9,000 (2 sets) Breaching tools $2,000 (8) Binoculars $6,000 (15) Cell phones $2,000 (3) Heavy entry vests w/ ballistic plates $3,000 (6)"Desert Snow" tool kit $1,000 (for hidden compartments) (4) Wheeled mirror (for vehicle searches) $1,600 (14) Concealable radio ear wire/microphones $4,100 (1) Marked Patrol Car $45,000 (1) Vehicle Mounted LPRs $38,128 (35 sets) BDU/TAC uniforms $10,500	$143,143.40
- *San Diego Police Department*	*Harbor Unit* (4) USNV -21G Night Vision Binoculars $21,808 (12) Giant Patrol Bicycles $14,940 (1) Ford F250 SD Crew Cab 4x4 W/ Modifications $68,654 (3) Binoculars (gyro stabilized) $15,900	$859,051.00

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
- *San Diego Police Department (continuation)*	*Patrol Operations* (4) Four Track Honda ATV's $14,400 (2) Trailers 2 @ $500 /ea $1,000 (2) Hitch for Trailers 2 @ $250/ea $500 (30) Helmets 30@ $200/ea $6,000 (30) Tactical Uniforms 30 @ $250/ea $7,500 (4) Rhino ATVs W/ up-fit @$17,383 ea $69,556 (2) Cargo Trailers 16' X 7' $5,000.00 each $10,000 (10) Nikon Monarch 7518 Binoc @ $500 each $5,000 (10) Yukon 25022 Night Vision Binoculars @ $500 ea $5,000 (12) Motorola 800mhz hand Held radios @ $2,479.50 each to include extra batteries and two battery charging blocks. $29,754 (30) Pinnacle Armor Vests $67,603 (2) Marked Patrol Suv 4x4 Fully equipped $97,000 (6) USNV – 21G Night Vision Goggles $32,712 *Investigations Operations* (1) Surveillance Van Fully Equipped $120,000 (2) Nikon D60 Digital Cameras W/500 mm Lens $4,903 (3) K-1 Trackers $4,998 (2) Recording cell phones (1200 Min) $380 (6) INCA TXFH-RC Body Wire $36,544 (20) Olympus WS 110 Digital Recorders $1,390 (4) ATN Night Vision Binoculars $1,999 (2) FSLCD-2 Snake Cameras $400 (2) Sony DCR-DVD610 Digital Night Vision Cameras $870 (5) HP Mini Laptop Computers $1,000 (5) Wireless air cards 5x 2yr agreement $2,340 *Air Support Operations* (1) FLIR Imager $171,000 (3) Binoculars (gyro stabilized) $15,900 (3) Night Vision Goggles $30,000	
- *Chula Vista Police Department*	(1) Armored tactical rescue vehicle (specialized mission vehicle w/identifiable police marking) $302,596.00	$302,596.00
- *Orange County Sheriff's Department*	(1) Night Vision: FLIR, HS-324 Command 19mm $6,197.66 (1) Night Vision Accessories: HS-2X Extender $1,445.29 (2) Stabilizing Binoculars: Fujinon, Techno-stabi, $2,617.50 (2) Binocular Accessories: Lens – NFTEC-PFS $326.25 (2) Binocular Accessories: Lens – NFTEC-HSF $195.75 (1) Camcorder: Canon, HV40, $1,086.41 (3) Ballistic vests: Point Blank, Assault-1, $4,086.83 (2) Ballistic Blanket: Point Blank, 4x6 level IIIA, $2,403.38 (3) Pac-Set Radios: Motorola, XTS 5000 w/charger $14,681.25	$33,040.00
- *CA Department of Motor Vehicle, Investigator*	(2) 4WD Utility Vehicles Unmarked $160,000 (outfitted with radios, emergency lights, cages) (4) Handheld 800 mhz radios, with chargers, extended microphones, 12 rechargeable batteries and three radio battery chargers $18,000 (2) Laptop Computers $10,000 (2)Aircards One time purchase $42.00 Monthly $90.00 X 12 months= $1080 $1122.00	$ 189,122.00
- *Oceanside Harbor Police Dept*	(1) Thermal Imaging $18,000 (3) night vision Binocs/goggles $16,500	$34,500.00

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
- *Carrizo Gorge Railway Police*	(1) Fully Equipped SUV $60,000.00 (2) Night Vision Goggles $6,800.00 (2) Handheld 800 mhz radios, w/chargers, extended microphones, 12 rechargeable batteries and 3 radio battery chargers $9,000	$75,800.00
- *Coronado Police Department*	(1) One fully equipped 4X4 SUV $61,000 (2) Remote surveillance camera systems $50,000 (2) Handheld GPS devices $1,000 (2) Night Vision Binoculars $11,000 (2) night vision goggles $20,000 (6) LED quick charge flashlights $1,200 (2) Portable License Plate Readers $54,000	$198,200.00
- *Carlsbad Police Department*	(2) Digital cameras w/ card readers $1,000 (4) Hand-held GPS $2,000 (4) Binoculars $3,000 Wheeled mirror (for vehicle searches) $400 (2) Night Vision Binoculars $11,000 (2) night vision goggles $20,000	$37,400.00
Total New Equipment Costs		**$1,872,852.40**

Grand Total: **$4,992.606.00**

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Participating agencies will maintain their individual chains of command as dictated by internal policies and guidelines. Quarterly operations orders for specific OPSG-S enforcement efforts will be approved by the Chief Patrol Agent, San Diego Sector, and Office of Border Patrol prior to funding.

Each participating agency will be responsible for identifying unit command and liaison personnel prior to implementation of quarterly operational plans. All contact information will be included in the plan(s).

Border Patrol-San Diego Sector:

Chief Patrol Agent Michael Fisher

Deputy Chief Patrol Agent Richard Barlow

Assistant Chief Gerald Wilke

(619) 216-4000

San Diego County Sheriff:

Sheriff William D. Gore

Assistant Sheriff Jim Cooke

(858) 656-5200

San Diego Police Department:

Chief William Lansdowne

Executive Assistant Chief David Ramirez

Assistant Chief Cesar Solis

(858) 650-3600

Chula Vista Police Department:

Chief David Bejarano

Captain Don Hunter (Patrol Division)

(619) 691-5151

Carlsbad Police Department:

Chief Tom Zoll

Lieutenant Kelly Cain

(760) 931-2166

Coronado Police Department:

Chief Lou Scanlon

Commander Laszlo Waczek

(619) 522-7354

Carrizo Gorge Railway Police:

Chief Marc Langlais

(619) 781-6107

Oceanside Police Department:

Chief Frank McCoy
(760) 435-4490

Captain Tom Jones
(760) 435-4642

Lieutenant Lee Setitz
(760) 435-4701

Harbor Unit Sergeant Joe Spurgeon
(760) 435-4051

Orange County Sheriff's Department:

Sheriff Sandra Hutchens

Undersheriff John L. Scott

Assistant Sheriff Michael Hillmann

714-647-1800

(Harbor Patrol Station):

Captain Brian Wilkerson

Lieutenant Mark Long

714-723-1002

California Department of Motor Vehicles:

Chief Kathryn Door

Acting Deputy Chief, Region II-Frank Alvarez

(916) 657-8377

B. Unit Command (Border Patrol Station):

Boulevard Station

PAIC Michael Doolittle

APAIC James McFadden

(619) 766-4773

Brown Field Station

PAIC Rodney Scott

APAIC James Parker

(619) 661-3140

Campo Station

PAIC Mark Moody

APAIC Richard Gordon

(619) 938-8700

Chula Vista Station

PAIC Gloria Chavez

APAIC Moises Zazueta

(619) 498-9700

El Cajon Station

PAIC Timothy Heck

APAIC Thomas Schneidau

(619) 258-4500

Imperial Beach Station

PAIC Michael Corley

APAIC Daniel Harris

(619) 628-2900

Murrieta Station

PAIC Walter Davenport

(A)APAIC William Martin

(951) 816-3000

San Clemente Station

PAIC Alfaro Gonzales

APAIC Joshua Gough

(760) 430-7029

San Diego Border Patrol Sector Intelligence

PAIC Richard Gordon

APAIC Maritza Weaver

(619) 216-4180

C. Communication Details:

The ability to communicate between partner agencies for the purposes of officer safety and operational effectiveness is critical to the OPSG mission. All OPSG participants will endeavor to resolve communications issues as resources allow. Communications protocol will be managed in accordance with each participant agency's existing policy. All OPSG communications will be monitored and as necessary, coordinated by the ICS when active.

D. Map Coordinates: Variable-within San Diego Sector AOR

Notes:

	Longitude	**Latitude**
Degrees : Minutes : Seconds		
Decimal		

Location Zone:

ANNEX

A. Administration Annex:

Reimbursement for state and local agencies will be contingent upon approved operational plans developed jointly between OPSG-S participants and CBP/Border Patrol. No operations will commence and/or funds drawn prior to plan approval by OBP. The San Diego County Sheriff's Department will be the OPSG-S Fiscal Administrator.

Each OPSG-S participant's funds will be approved on a case-by-case basis specific to the quarterly operational plan. The San Diego Sector Chief Patrol Agent will determine which areas will be the focus of operations and may shift enforcement efforts and priorities accordingly. Operational plans may be amended as necessary.

The State Administrative Agency (SAA) will report OPSG-S obligations/expenditures via the Categorical Assistance Progress (CAPR)/Biannual Strategy Implementation Reports (BSIR) semi-annually and the Financial Status Report (SF-269a) by calendar quarter.

State and local law enforcement agencies shall not use OPSG-S funding to supplant their inherent routine patrol and law enforcement operations in order to perform activities not directly related to increasing border security.

Participants will coordinate all enforcement activities, including execution, administration and command and control with the OPSG ICS and Border Patrol Station/program/unit identified in the quarterly operational plan.

B. Execution Annex:

None

C. Command Annex:

None

Media Action Plan:

All Border Patrol inquiries will be directed to the San Diego Sector Information and Communication Division (619) 216-4182. State/Local agencies will manage media inquiries as indicated by their individual departmental policies.

Legal Review:

This operational plan has been reviewed for legal sufficiency by CBP Assistant Chief Counsel Peggy DeBeliso.

Risks:

No extraordinary risks have been associated with this operational plan.

Photos:

None