

STAFF REPORT*CITY OF OCEANSIDE*

DATE: February 23, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH THE COUNTY OF SAN DIEGO IN THE AMOUNT OF \$736,793 FOR OPERATION STONEGARDEN FY 2010**

SYNOPSIS

Staff and the Police and Fire Commission recommend that the City Council adopt a resolution approving a Memorandum of Agreement (MOA) with the County of San Diego in the amount of \$736,793 for Operation Stonegarden FY 2010; appropriating these funds to the Police Department; and authorizing the City Manager or designee to execute the MOU and all other required documents.

BACKGROUND

The U.S. Department of Homeland Security (DHS) makes funds available to local law enforcement agencies through the Operation Stonegarden (OPSG) grant program for the purpose of enhancing cooperation and coordination among local, state and federal law enforcement agencies in a joint mission to secure the United States borders along routes of ingress from international borders. Partnerships between federal, state and local agencies facilitated by OPSG are essential in addressing transnational crime and border security. In 2010, the San Diego Sheriff's Department (SDSD) was awarded \$8,844,033 to support and enhance law enforcement preparedness and operational readiness along the land and maritime borders of the United States.

ANALYSIS

OPD received funding in the FY 2009 OPSG for overtime to conduct maritime patrols and equipment. With FY 2010 funding, OPD will continue maritime and land-based patrols. Additionally, OPD will purchase a 35' Full Cabin SAFE boat, personal floatation devices specifically designed for law enforcement personnel, foul weather gear and electronic equipment, as well as fuel for the boat. OPD's continued participation in OPSG operations helps improve border security and reduce border-related crime through our increased water and land-based patrol presence.

FISCAL IMPACT

The Police Department plans to use the funds for the following projects within the Field Operations Division:

<u>Expenditure</u>	<u>Amount</u>	<u>Business Unit</u>	<u>Object Code</u>
Overtime - Enforcement Operations	\$206,514	922119700274	5120
Fringe Benefits - Overtime	\$2,994	922119700274	5205.0002
Fuel - Vessel	\$19,872	922119700274	5320
Maintenance & Repair - Vessel	\$14,963	922119700274	5320
35' SAFE Boat & Trailer	\$460,000	922119700274	5704
Binoculars (3)	\$300	922119700274	5330
Pointer Illuminator (10)	\$14,000	922119700274	5330
Foul Weather Gear/Gloves (10)	\$4,650	922119700274	5330
Auto-Inflate PFD for LE (8)	\$2,400	922119700274	5330
Encrypted Radios (2)	\$9,100	922119700274	5330
Digital Camera Kits (2)	\$1,000	922119700274	5330
Searchlights (2)	\$1,000	922119700274	5330
Total	\$736,793		

The San Diego County Sheriff's Department (SDSD) will reimburse the City of Oceanside for approved expenses during the previous month. The City of Oceanside Finance Services set up business unit 922119700274 to track expenditures under this MOU. Reimbursement will be deposited into account 922119700274.4382. There is no requirement for matching funds from the City of Oceanside.

If there is a negative cash balance at fiscal year-end due to a pending reimbursement from the grantor, the business unit will receive a temporary advance from the general fund that is not to exceed 60 days.

COMMISSION OR COMMITTEE REPORT

The Police and Fire Commission reviewed this matter at its regular monthly meeting on January 21, 2011, and recommended City Council approval of staff recommendations.

CITY ATTORNEY'S ANALYSIS

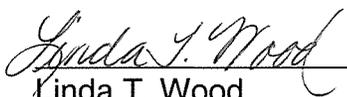
The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

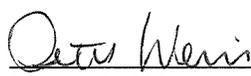
Staff and the Police and Fire Commission recommend that the City Council adopt a resolution approving a Memorandum of Agreement (MOA) with the County of San Diego in the amount of \$736,793 for Operation Stonegarden FY 2010; appropriating these funds to the Police Department; and authorizing the City Manager or designee to execute the MOU and all other required documents.

PREPARED BY:

SUBMITTED BY:



Linda T. Wood
Program Specialist



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Frank S. McCoy, Chief of Police
Teri Ferro, Financial Services Director



EXHIBITS/ATTACHMENTS

- Attachment A – Resolution
- Attachment B – Grant Budget
- Attachment C – Memorandum of Understanding

1 RESOLUTION NO.

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 OCEANSIDE AUTHORIZING THE APPROVAL OF A
5 MEMORANDUM OF AGREEMENT WITH THE COUNTY OF
6 SAN DIEGO IN THE AMOUNT OF \$736,793 FOR OPERATION
7 STONEGARDEN FY 2010

8 WHEREAS, the Department of Homeland Security makes funds available to local law
9 enforcement agencies through the Operation Stonegarden grant program for the purpose of
10 enhancing cooperation and coordination among local, state and federal law enforcement
11 agencies;

12 WHEREAS, the County of San Diego Sheriff's Department was awarded \$8,844,033 in
13 2010 to support and enhance law enforcement preparedness and operational readiness along the
14 land and maritime borders of the United States; and

15 WHEREAS, the City of Oceanside desires to accept \$736,793 to fund overtime and
16 equipment in support of grant activities in North San Diego County.

17 NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

18 SECTION 1. To approve a memorandum of agreement with the County of San Diego in
19 the amount of \$736,793, and appropriating these funds to the Police Department, and approve
20 the associated expenditure plan for these funds.

21 SECTION 2. To authorize City Manager Peter Weiss, Police Chief Frank McCoy
22 and/or their designees to sign and execute all documents required by the County of San Diego.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 PASSED AND ADOPTED by the City Council of the City of Oceanside, California,
2 this _____ day of _____, 2011, by the following vote:

3 AYES:

4 NAYS:

5 ABSENT:

6 ABSTAIN:

7
8
9 _____
MAYOR OF THE CITY OF OCEANSIDE

10 ATTEST:

11 APPROVED AS TO FORM:

12
13 _____
City Clerk

14
15
16
17
18
19
20
21
22
23
24
25
26
27 _____
City Attorney

28 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE AUTHORIZING THE APPROVAL OF A
MEMORANDUM OF AGREEMENT WITH THE COUNTY OF SAN DIEGO IN THE AMOUNT OF \$736,793 FOR
OPERATION STONEGARDEN FY 2010

Operation Stonegarden

Federal Fiscal Year 2010

MOA with San Diego County Sheriffs Department
 Pass thru California Emergency Management Agency (Cal-EMA)
 U.S. Department of Homeland Security

#	Project Description	APPROPRIATION	DETAIL	Business Unit	Object Code
1	Personnel Costs	209,508.00		922119700274	
1a	Overtime for Enforcement Operations		206,514.00	922119700274 . 5120	
1b	Fringe Benefits for Overtime		2,994.00	922119700274 . 5205.0002	
2	Vessel Costs	34,835.00			
2a	Fuel		19,872.00	922119700274 . 5320	
2b	Maintenance & Repair		14,963.00	922119700274 . 5320	
3	Equipment	492,450.00			
3a	35" SAFE Boat w/trailer		460,000.00	922119700274 . 5704	
3b	Steiner Commander XP 7X50 Binoculars (3)		300.00	922119700274 . 5330	
3c	Insight TECH AN/PEQ-125 Pointer Illuminator (10)		14,000.00	922119700274 . 5330	
3d	Foul-Weather Gear/Gloves (10)		4,650.00	922119700274 . 5330	
3e	Auto-Inflate PFD for LE (8)		2,400.00	922119700274 . 5330	
3f	Encrypted Radios (2)		9,100.00	922119700274 . 5330	
3g	Sealife DC100Waterproof Digital Camera Kits (2)		1,000.00	922119700274 . 5330	
3h	Profler Golight II w/Infrared lens/docking station (2)		1,000.00	922119700274 . 5330	

Total Expenditure Appropriations \$736,793.00

OPERATIONS ORDER REPORT

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

Op Order Name: FY 2010 OPSG CA-San Diego County

Op Order Number:

Op Dates: From: 10/01/2010 **To:** 4/30/2013

Report Date: 09/09/10

Executive Summary

I. SITUATION

A. General Situation:

The events of September 11th, 2001, provided the reality of terrorist attacks within the very confines of the nation. 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 state and local law enforcement agencies.

In addition, greater San Diego County has historically been a highly favored operational area for alien and drug smuggling cartels. 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. Since 2005, there has been an unprecedented level of cartel-related violence in Baja California. 2008 and 2009 presented particularly violent years with over 900 reported murders linked to drug cartels. The vast majority of the murders were committed south of San Diego County, primarily in the Tijuana, Ensenada, Rosarito, and Tecate municipalities. In addition, border area kidnappings are on the rise and commonly utilized for ransom and/or intimidation purposes. Information generated through OPSG operations has indicated that street gangs within San Diego County play an increasing role in distribution and enforcer duties on behalf of the cartels. The extension of drug-related violence and crime into the greater San Diego area by trans-national criminal enterprises is a very real threat and provides additional impetus for partnerships and a regional border crime approach within the federal, state, and local law enforcement community.

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." 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 boats to further their criminal enterprise. In FY 2009 there were 70 known maritime smuggling events. Coastal border enforcement has become a significant element in the San Diego County Operation Stonegarden (OPSG) effort. Campaign Stronghold, the San Diego Sector's FY 2010 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).

The utilization of intelligence-driven joint operations, forward deployment, detection technology, infrastructure, and enforcement resources is key to controlling the border. Partnerships between federal, state and local agencies facilitated by OPSG are essential in addressing transnational crime and border security. Since its inception, the intent of OPSG has been to enhance law enforcement preparedness and operational readiness along the nation's borders. The Department of Homeland Security (DHS) Appropriations Act, 2010 (Public Law 111-83) allocated \$60,000,000 for use at the local level to increase coordination and enforcement capabilities in support of DHS goals including those outlined in the Border Patrol National Strategy. In 2009, San Diego County was awarded \$8,844,033.00 for OPSG and an additional \$4,992,606.00 (OPSG) via the Supplemental Appropriations Act. This submittal is for the third year of OPSG operations within San Diego County. All local law enforcement agencies within the region are now participants in the program, as is the Orange County Sheriff's Department, whose area of responsibility begins at the San Diego/Orange County line.

B. Terrain/Weather:

Terrain features within San Diego County include beaches, estuaries, coastal plains, steep canyons and ravines, high desert, and mountains over six thousand feet in elevation. Dense urban environment and sparsely populated remote and rural wilderness areas comprise the county demographic. Weather conditions vary greatly throughout the County from year-round mild temperatures that average 50 to 80 degrees to extremes in temperatures ranging from subfreezing to well over 100 degrees.

C. Criminal Element:

Transnational smuggling organizations pose significant threats throughout the county. These organizations are sophisticated and well-funded. They utilize counter surveillance, diversions, night vision devices, and secure communications while conducting operations. The murder of cartel rivals, kidnapping for profit/intimidation, and assaults against law enforcement officers are common tactics utilized in furtherance of their criminal enterprise.

D. Friendly Forces:

U.S. Customs and Border Protection/Border Patrol
CBP Air and Marine
CBP Field Operations
San Diego County Sheriff's Department
San Diego County Probation Department
San Diego Police Department
San Diego Harbor Police
Carlsbad Police Department
Chula Vista Police Department
Coronado Police Department
El Cajon Police Department
Escondido Police Department
La Mesa Police Department
National City Police Department
Oceanside Police Department
Orange County Sheriff's Department
California Department of Motor Vehicles

California Department of Fish and Game
California Highway Patrol
California State Parks

II. MISSION

Department of Homeland Security, CBP/Border Patrol, state, and local law enforcement agencies operating in San Diego and Orange Counties will collaborate to raise border security by:

- disrupting, dismantling, and defeating targeted threats
- enhancing land/coastal border detection and interdiction capabilities
- establishing formal communication and intelligence protocols

III. EXECUTION

A. Management/Supervisor Intent:

In coordination with CBP/Border Patrol; state and local law enforcement agencies participating in OPSG will exercise their unique jurisdictional capabilities in order to collaboratively address border security issues.

B. General Concept:

Participating agencies will utilize their unique areas of expertise and jurisdictional authority to patrol targeted areas within the county and participate in special operations targeting border nexus crime. Border security threat and operational activities will be determined jointly between the San Diego Sector unified command staff and the OPSG Integrated Planning Team (IPT). Maritime-specific operations will be coordinated jointly with the Maritime Unified Command. 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 (Title 8 USC). It is anticipated however, that increased enforcement activities under OPSG will significantly impact the ability of criminal organizations to operate within the greater San Diego area and reduce the threat of border incursions. Participating agencies will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support enforcement operations as identified in the quarterly OPSG Operational Plan(s).

C. Specific Responsibilities:

A quarterly OPSG plan describing in detail responsibilities and funding requests for the following state and local agencies will be generated for approval by the Chief Patrol Agent-San Diego Sector and Office of Border Patrol (OBP) prior to release of OPSG funds:

San Diego County Sheriff's Department
San Diego County Probation Department
San Diego Police Department
San Diego Harbor Police
Carlsbad Police Department
Chula Vista Police Department
Coronado Police Department
El Cajon Police Department

Escondido Police Department
La Mesa Police Department
National City Police Department
Oceanside Police Department
Orange County Sheriff's Department
California Department of Motor Vehicles
California Department of Fish and Game
California Highway Patrol
California State Parks

D. Coordinating Instructions:

The San Diego County Sheriff's Department (SDSD) will be the OPSG applicant and fiscal agent for San Diego County. San Diego Sector Stations will be responsible for providing intelligence to and collaborating with local agencies performing OPSG enforcement activities within their respective AORs. A representative from the Border Patrol and the SDSD will jointly monitor all OPSG-related communications, perform de-confliction, generate and distribute daily participant schedules, collect the daily OPSG Activity Report, and keep appropriate command staffs apprised as necessary. At the conclusion of each shift, OPSG-funded state/local law enforcement officers will complete a Daily Activity Report (DAR). The DAR will be submitted via email to Sector Headquarters at SDCOPSG2008@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 Services Division will be responsible for tracking OPSG expenditures. Weekly Activity and After-Action Reports will be completed by the Sector OPSG Group and submitted via email to OBP. All source documents (e.g. arrest reports, citations, field interviews, etc.) will be emailed to SDCOPSG2008@cbp.dhs.gov for evaluation. Items of interest will be developed by the Sector Intelligence Division (SID) and forwarded to Station Lead Border Patrol Agents (LBPAs), Smuggling Interdiction Group (SIG), SDSD Criminal Intelligence Division (CID), LECC/RTTAC (Fusion Center), and the OPSG Working Group for action. 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 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 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 (Year 1)

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
Operational Overtime - San Diego Sheriff's Department	<p>Deputy 2-2 person unit, 4 days per week, 10 hour shift 160 hours per week x 52 weeks = 8,320 hrs/yr Cost @ \$57.93/ hour = \$481,978</p> <p>Resident/Rural Deputy 4-1 person units, 4 days per week, 10 hour shift 160 hours per week x 52 weeks = 8,320 hrs/yr Cost @ \$60.55/ hour = \$503,776</p> <p>Sergeant 1 Sergeant, 3 days per week, 10 hour shift 30 hrs per week x 52 weeks = 1,560 hrs/yr Cost @ \$66.45/ hour = \$103,662</p> <p>Resident/Rural Sergeant 1 Sergeant, 3 days per week, 10 hour shift 30 hrs per week x 52 weeks = 1,560 hrs/yr Cost @ \$73.10/ hour = \$114,036</p> <p>Lieutenant 1 Lieutenant, 1 day per week, 10 hour shift 10 hrs per week x 52 weeks = 520 hrs/yr Cost @ \$78.21/ hour = \$40,669</p> <p>Dispatcher 1 dispatcher, 1 day per week, 10 hour shift 10 hrs per week x 52 weeks = 520 hrs/yr Cost @ \$45.63/ hour = \$23,728</p>	\$1,267,848
- San Diego Probation Department	<p>Deputy Probation Officers 10 DPO's x 10 hour shift/wk x 52 weeks = 5,200 hours Cost @ \$ 48.36/hr = \$251,472</p> <p>Senior Probation Officers 2 SrPO's x 10 hour shift/wk x 52 weeks = 1,040 hours Cost @ \$ 53.33/hr = \$55,463</p> <p>Correctional Deputy Probation Officer I 1 CDPO I x 10 hour shift/wk x 12 months = 120 hours Cost @ \$ 35.10/hr = \$4,212</p> <p>Correctional Deputy Probation Officer II 1 CDPO II x 10 hours x 12 months = 120 hours Cost @ \$ 41.48/hr = \$4,978</p> <p>Probation Aide 1 PA x 10 hours x 12 months = 120 hours Cost @ \$ 31.73hr = \$3,808</p> <p>Supervisory Probation Officer 1 SPO x 10 hours x 52 weeks = 520hrs Cost @ \$63.54/hr = \$33,041</p>	\$352,973
- Carlsbad Police Department	<p>Officer/Corporal 2 officers x 10 hours x 12 shifts/month 240 hrs per month x 12 months = 2,880 hrs Cost @ \$ 58.74hr = \$169,171</p> <p>Sergeant 1 sergeant x 8 hours x 3.5 shifts/month 28 hrs per month x 12 months = 336 hrs Cost @ \$71.40 hr. = \$23,990</p>	\$193,162
- Chula Vista Police Department	<p>Police Sergeant/Agent/Officer Patrol 2 officers x 10 hours per day x 2 days per week x 52 weeks = 2,080 hours</p> <p>Special Investigations/Narcotics Unit 7 officers x 10 hours/month x 12 months = 840 hrs</p>	\$202,556

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
- Chula Vista Police Department (continuation)	<u>Task Force Ops</u> 2 officers x 10 hours per month x 12 months = 240 hrs Total hours = \$3,160 hours per /year Cost @ \$64.10 / hour = \$202,556	
- Coronado Police Department	Officer 2 officers x 4 shifts a month x 10 hours shifts 80 hrs x 12 months = 960 hrs Cost @ \$59.82/hour = \$57,427 Sergeant 1 Sergeant x 4 shifts a month x 10 hour shifts 40 hrs x 12 months = 480 hrs Cost @ \$74.33/hour = \$35,678	\$93,106
- El Cajon Police Department	Officer 2-2 person units, 3 days per month, 10 hr shift = 120 hours per month x 12 months = 1,440 hrs/yr Cost @ \$57.53/hour = \$82,843 Sergeant 1 Sgt. 3 days per month, 10 hour shift = 30 hours per month x 12 months = 360 hours/yr Cost @ \$69.91/hour = \$25,168 Police Dispatcher 1 Dispatcher 1 day per month, 10 hour shift = 10 hours per month x 12 months = 120 hours/yr Cost @ \$39.19/hour = \$4,703	\$112,714
- Escondido Police Department	<u>Weekly operations</u> Sergeant 1 Sergeant working 10 hour shift x 15 weeks = 150 hours /yr Cost @ \$77.93/hour = \$11,690 Officers 3 Officers working 10 hour shift x 20 weeks = 600 hours/yr Cost @ \$60.25/hour = \$36,150 <u>Monthly operations</u> Lieutenant 1 Lieutenant working 10 hour shift x 10 mos = 100 hours /yr Cost @ \$86.21/hour = \$8,621 Sergeant 1 Sergeant working 10 hour shift 10 mos = 100 hours /yr Cost @ \$77.93/hour = \$7,793 Officers 7 Officers working 10 hour shift x 10 mos = 700 hours/yr Cost @ \$60.25/hour = \$42,175	\$106,429
- La Mesa Police Department	<u>Patrol Ops</u> Officer 1 officer x 10 hours per day x 3 days per week x 52 weeks= 1,560 hours Cost @ \$57.12/hour = \$89,107 Sergeant 1 sergeant x 10 hours per day x 1 day per week x 52 weeks = 520 hours Cost @ \$70.19/hour = \$36,499 <u>Interdiction Enforcement</u> Officer 7 officers x 10 hours x 1ops/qtr x 4 qtrs = 280 hours Cost @ \$57.12/hour = \$15,994 Sergeant 1 sergeants 10 hours x 1ops/qtr x 4 qtrs = 40 hours Cost @ \$70.19/hour = \$2,808	\$144,407

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
- <i>National City Police Department</i>	<p>Officers Two officers 3 days per week, 10 hour shift = 40 hours per week x 52 weeks = 3,120 hrs/yr. Cost @ 64.90/hour = \$202,488</p> <p>One officer 2 days per week, 10 hour shift = 20 hours per week x 52 weeks = 1,040 hrs/yr. Cost @ 64.90/hour = \$67,496</p> <p>One officer 2 days per week, 10 hour shift = 20 hours per week x 52 weeks = 1,040 hrs/yr. Cost @ 64.90/hour = \$67,496</p>	\$337,480
- <i>Oceanside Police Department</i>	<p><u>Maritime</u> Officers 2 officers x 2 days/week x 10 hr shifts = 40 hrs/week x 52 weeks = 2,080 hrs. Cost @ 69.30/hour = \$144,144</p> <p><u>Landside Coastal Patrol</u> Officers 2 officers x 1 day/week x 10 hr shifts = 20 hrs/week x 45 weeks = 900hrs. Cost @ 69.30/hour = \$62,370</p>	\$206,514
- <i>San Diego Harbor Police Department</i>	<p>Corporals and/or Officers 2 Corporals and/or Officers x 10 hour shifts x 3 days per week x 48 weeks = 2,880 hours Cost @ \$58.63/hour = \$168,854</p> <p>Lieutenants and/or Sergeants 2 Lieutenants and/or Sergeants x 10 hour shifts x 2 days per month x 12 months = 480 hours Cost @ \$76.49/hour = \$36,715</p>	\$205,570
- <i>San Diego Police Department</i>	<p>Police Officer II <u>Harbor Unit /Patrol</u> 8 PO IIs x 115 days x 10 hour shift = 9,200 hrs Cost @ \$61.19/ hour = \$562,948</p> <p>Police Detective 5 Detectives x 100 days x 10 hour shift = 5,000 hrs Cost @ \$65.28/hr = \$326,400</p> <p>Police Sergeant <u>Harbor Unit/Patrol</u> 3 Sgts x 50 Days x 10 hour shift = 1,500 hrs Cost @ \$73.92/hour = \$110,880</p> <p>Detective Sergeant 1 Sgt x 75 Days x 10 hour shift = 750hrs Cost @ \$77.62/hr = \$58,215</p> <p>Police Officer II - Pilot 2 pilots x 4 days x 10 hour shift = 80 hours Cost @ 68.23/ hour = \$5,458</p>	\$1,063,901
- <i>Orange County Sheriff's Department</i>	<p><u>Harbor Division</u> Sergeant 1-1 person unit x 2 hrs/ wk x 50 weeks = 100 hrs/yr Cost @ \$78.44/ hour = \$7,844</p> <p>Deputy Sheriff II 1-2 person unit x 1 day per week, 10 hrs/day x 50 weeks = 1,000 hrs/yr Cost @ \$63.24/ hour = \$63,240</p>	\$207,331

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
<p>- Orange County Sheriff's Department (continuation)</p>	<p><u>Enforcement Team</u> Sergeant 1-1 person unit x 10 hrs/ wk x 48 weeks = 480 hrs/yr Cost @ \$78.44/ hour = \$37,651</p> <p>Deputy Sheriff II 1-2 person unit x 10 hrs/wk x 48 weeks = 960 hrs/yr Cost @ \$63.24/ hour = \$60,710</p> <p><u>Air Division</u> Sergeant 1-1 person unit x 2 hrs/ wk x 48 weeks = 96 hrs/yr Cost @ \$78.44/ hour = \$7,530</p> <p>Deputy II 1-1 person unit x 1 day per week, 10 hrs/day x 48 weeks = 480 hrs/yr Cost @ \$63.24/ hour = \$30,355</p>	
<p>- CA Highway Patrol</p>	<p>Officer 2 officers x 10 hrs/ day x 4 days/wk x 52 wks = 4,160 Cost @\$83.98/hour = \$349,357</p> <p>Flight Officer 2 flight officers x 8 hrs/day x 1 day/week x 25 weeks Total flight officer hrs = 400 hours/year Cost @\$97.67/hour = \$39,068</p> <p>Sergeant 1 sergeant x 5 hrs/ day x 4 days per week x52 weeks Total sergeant hours= 1,040 hours/year Cost @\$102.04/hour = \$106,122</p> <p>Supervisor Pilot 1 flight supervisor x 2 hrs/ day x 1/wk x 25 weeks Total supervisor flight officer hrs = 50 hours/year Cost @\$119.11/hour = \$5,956</p>	\$500,502
<p>- CA Department of Fish & Game</p>	<p>Warden 2 wardens x 20hr/wk x 46 weeks = 1,840 hrs Cost @ \$60.00/hour = \$110,400</p>	\$110,400
<p>- CA Department of Motor Vehicles</p>	<p>Investigators 3 Inv x 8hrs/day x 2 days/wk x 44 weeks= 2,112 hrs Cost @ \$79.00/hr = \$166,848</p> <p>Supervising Investigator 1 supervisor x 10hrs/wk x 44 weeks = 440 hrs Cost @ \$88.00/hr = \$38,720</p>	\$205,568
<p>- CA State Parks</p>	<p>Supervisors and/or Officers 2 Supervisors and/or Officers x 10 hr x 2 days/wk x 52 weeks =2,080 hours Cost @\$73.00/hr = \$151,840</p>	\$151,840
<p>Total Overtime Costs</p>		\$5,462,300
<p>Fringe Benefits for Peace Officers</p>		
<p>- San Diego Sheriff's Department</p>	<p>Worker's Comp – 4.745% Medicare – 1.45% Total Fringe Benefit Rate: 6.2% 6.20% x \$1,244,121= \$77,135 CC Dispatchers + OASDI 6.2% = 12.4% x 23,728 = \$2,942</p>	\$80,078
<p>- San Diego Probation Department</p>	<p>Worker's Comp = 3.64% Medicare= 1.45% Total Fringe Benefit Rate: 5.09% 5.09% x \$347,521= \$17,689 Probation Aide + OASDI 6.2% = 11.29% x 2,538 = \$287</p>	\$18,202
<p>- Carlsbad Police Department</p>	<p>Medicare – 1.45% Total Fringe Benefit Rate: 1.45% x \$193,162</p>	\$2,801
<p>- Chula Vista Police Department</p>	<p>FICA = 1.45 % 1.45% x \$202,556 = \$3,013</p> <p>K9 handler pay = \$11,000 per year</p>	\$13,937

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
- Coronado Police Department	Worker's Comp = \$9,158% Medicare= 1.45% Total Fringe Benefit Rate: 10.608% x \$93,106	\$9,877
- El Cajon Police Department	None requested	\$0
- Escondido Police Department	Worker's Comp – 3.97% State Unemployment Insurance – 1.0% Medicare – 1.45% Total Fringe Benefit Rate: 6.42% x \$106,429	\$6,833
- La Mesa Police Department	Worker's Comp = 12.57% Medicare= 1.45% Total Fringe Benefit Rate: 14.02% x \$144,407	\$20,246
- National City Police Department	None requested	\$0
- Oceanside Police Department	FICA = 1.45 % x \$206,516	\$2,994
- San Diego Harbor Police Department	Worker's Comp – 4.64% FICA – 7.65% Total Fringe Benefit Rate: 12.29% x \$205,570	\$25,265
- San Diego Police Department	None requested	\$0
- Orange County Sheriff's Department	Worker's Comp – 5.15% Unemployment - .60% FICA – 1.45% Total Fringe Benefit Rate: 7.20% x \$207,331	\$14,928
- CA Highway Patrol	Calculations included in OT; unable to separate per CHP HQ	\$0.00
- CA Department of Fish & Game	FICA= 7.65% x \$110,400	\$8,446
- CA Department of Motor Vehicles	Calculations included in OT; unable to separate per DMV HQ; State Benefit Rate 1.5425	\$0
- CA State Parks	FICA= 1.45% x \$151,840	\$2,202
Total Fringe Benefits Costs		\$205,807
Vehicle/Vessel Maintenance		
- San Diego Sheriff's Department	Off-Road Vehicle (Quads) 10 Operations x 8 hours x \$15/ hour x 6 units x 1 year	\$7,200
- San Diego Probation Department	None requested	\$0
- Carlsbad Police Department	None requested	\$0
- Chula Vista Police Department	Includes fuel and maintenance \$8,000 per year x 10 vehicles	\$80,000
- Coronado Police Department	None requested.	\$0
- El Cajon Police Department	None requested.	\$0
- Escondido Police Department	None requested.	\$0
- La Mesa Police Department	None requested.	\$0
- National City Police Department	None requested.	\$0
- Oceanside Police Department	Hrs Used Yearly: 1, 600 = \$21.88/hour Hrs per shift = 9 x \$21.88/hr = \$196.88/shift # of shifts per year = 76	\$14,963
- San Diego Harbor Police Department	10% of the original cost of vessel	\$12,500
- San Diego Police Department	Includes fuel and maintenance required fee for all added fleet vehicles. \$13,008.00 x 4	\$52,032
- Orange County Sheriff's Department	SAFE Boat Maintenance Costs = \$26,928	\$26,928
- CA Highway Patrol	None requested.	\$0
- CA Department of Fish & Game	None requested.	\$0
- CA Department of Motor Vehicles	None requested.	\$0
- CA State Parks	4WD Vehicle Fuel and maintenance \$8,000 per year x 1 vehicle = \$8,000	\$8,000
Total Vehicle Maint. Costs		\$201,623
Equipment Maintenance		
- San Diego Sheriff's Department	HIDTA & RURAL Monthly 800mhz (RCS) user fee \$26.50 per unit per month x 64 radios x 36 months	\$61,056
- San Diego Probation Department	None requested.	\$0

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
- <i>Carlsbad Police Department</i>	None requested.	\$0
- <i>Chula Vista Police Department</i>	GPS Tracking Devices plus cost of yearly service contract Monthly Service Fee \$50 p/unit x 7 units = \$350 p/month x 12 months	\$4,200
- <i>Coronado Police Department</i>	None requested.	\$0
- <i>El Cajon Police Department</i>	None requested.	\$0
- <i>Escondido Police Department</i>	None requested.	\$0
- <i>La Mesa Police Department</i>	MCT user service fee @ \$ 947 per year	\$947
- <i>National City Police Department</i>	None requested.	\$0
- <i>Oceanside Police Department</i>	None requested.	\$0
- <i>San Diego Harbor Police Department</i>	None requested.	\$0
- <i>San Diego Police Department</i>	None requested.	\$0
- <i>Orange County Sheriff's Department</i>	None requested.	\$0
- <i>CA Highway Patrol</i>	None requested.	\$0
- <i>CA Department of Fish & Game</i>	None requested.	\$0
- <i>CA Department of Motor Vehicles</i>	None requested.	\$0
- <i>CA State Parks</i>	Monthly 800mhz (RCS) user fee \$26.50 per unit per month x 6 radios x 12 months	\$636
Total Equipment Maint. Costs		\$66,839
Fuel		\$0
- <i>San Diego Sheriff's Department</i>	None requested.	\$0
- <i>San Diego Probation Department</i>	None requested.	\$0
- <i>Carlsbad Police Department</i>	None requested.	\$0
- <i>Chula Vista Police Department</i>	None requested.	\$0
- <i>Coronado Police Department</i>	None requested.	\$0
- <i>El Cajon Police Department</i>	None requested.	\$0
- <i>Escondido Police Department</i>	None requested.	\$0
- <i>La Mesa Police Department</i>	None requested.	\$0
- <i>National City Police Department</i>	None requested.	\$0
- <i>Oceanside Police Department</i>	Gallons per shift @ 65 x \$4.25/gallon = \$276 /shift 2 shifts pr week x 36 weeks = 72 shifts	\$19,872
- <i>San Diego Harbor Police</i>	2 engines X 10 hours X 2 days X 8 gallons/hour X \$3.50/gallon X 52 weeks	\$58,240
- <i>San Diego Police Department</i>	None requested.	\$0
- <i>Orange County Sheriff's Department</i>	Harbor Division Safe Boat Fuel Costs 3.00/gallon x 14 gal/hr x 10 hr/op x 104 ops/yr	\$43,680
- <i>CA Highway Patrol</i>	None requested.	\$0
- <i>CA Department of Fish & Game</i>	12dayX22gls/dayX\$6.00/gls+21.91%OH	\$1,931
- <i>CA Department of Motor Vehicles</i>	None requested.	\$0
- <i>CA State Parks</i>	None requested.	\$0
Total Fuel Costs		\$123,723
Mileage		
- <i>San Diego Sheriff's Department</i>	Includes fuel and maintenance 213,220 miles x .50/mile	\$106,610
- <i>San Diego Probation Department</i>	Estimated 1,000 miles/mo x 12 months = 12,000 miles x \$.50/mile	\$6,000
- <i>Carlsbad Police Department</i>	32,400 miles x \$.50/mile	\$16,200
- <i>Chula Vista Police Department</i>	None requested.	\$0
- <i>Coronado Police Department</i>	Includes fuel and maintenance 360 shifts, avr shift mileage is 75 miles =27,000miles x .50/mile	\$13,500

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
- <i>El Cajon Police Department</i>	Includes fuel and maintenance Average shift mileage 150 miles @ 36 shifts per year = 5,400 miles x \$.50/mile	\$2,700
- <i>Escondido Police Department</i>	None requested.	\$0
- <i>La Mesa Police Department</i>	14,000 x 1 vehicle x \$.50/mile	\$7,000
- <i>National City Police Department</i>	None requested.	\$0
- <i>Oceanside Police Department</i>	None requested.	\$0
- <i>San Diego Harbor Police Department</i>	None Requested.	\$0
- <i>San Diego Police Department</i>	Includes fuel and maintenance 120,000 miles/yr x \$.50/mile	\$60,000
- <i>Orange County Sheriff's Department</i>	None Requested.	\$0.00
- <i>CA Highway Patrol</i>	114,400 miles per year x \$.50 cents per mile	\$57,200
- <i>CA Department of Fish & Game</i>	10,000 miles x \$.50/mile	\$5,000
- <i>CA Department of Motor Vehicles</i>	Estimated 1,600 miles/mo x 12 months = 19,200 miles x \$.50/mile	\$9,600
- <i>CA State Parks</i>	None Requested.	\$0
Total Mileage Costs		\$283,810
Flight Costs		
- <i>San Diego Sheriff's Department</i>	24 Operations x 5 hours = 120 flight hours x \$522.04 / hour	\$62,645
- <i>San Diego Police Department</i>	20 Operations x 6 hours = 120 flight hours x \$412/ hour	\$49,440
- <i>Orange County Sheriff's Department</i>	25 Operations x 6 hours = 150 flt hrs X \$611.04/hr	\$91,656
- <i>CA Highway Patrol</i>	35 Operations x 8 hours = 280 flight hours x \$345.00/ hour	\$96,600
Total Flight Costs		\$300,341
Travel	Lodging + expenses	\$2,904.00
- <i>CA Department of Fish & Game</i>	15 days x \$158.80 + 21.91%OH	
Total Travel Costs		\$2,904
New Equipment		
- <i>San Diego Probation Department</i>	(2) Unmarked Patrol Vehicles, \$79,000 fully outfitted (2) Steiner Predator Pro (8X22) \$351 (2) Steiner Police Binoculars (10X50) \$798 (1) Cobra CAM III \$1,495 (FLEXIBLE VIDEO CAM) (2) Blackhawk Monoshock Ram \$690 (2) Small Pry \$398 (2) Hallagan Tool \$458	\$83,190
- <i>Carlsbad Police Department</i>	(1) Fully-equipped 4WD patrol vehicle including MCT and 800 MHz radio (Chevy Tahoe) \$60,000	\$60,000
- <i>Chula Vista Police Department</i>	(3) Night Vision Goggles \$17,955 (7) GPS Tracking Devices \$5,600 (2) 35MM Digital Camera System w/ zoom lens (including hard case and memory cards) \$7,000 (2) Night Vision Systems for use with 35mm Cameras \$12,000 (4) Laptop computers/Wireless Air Cards \$19,500 (5) Gyro Stabilized Binoculars \$6,250 (2) Hand Held Thermal Imaging Devices \$32,000	\$100,305
- <i>Coronado Police Department</i>	(2) Laptop Computer \$14,000 (2) Digital Camera \$ 1,500	\$15,500
- <i>El Cajon Police Department</i>	None Requested.	\$0

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
- <i>Escondido Police Department</i>	(2) Breaching tools \$1,100 (1) Fiber optic Camera \$1,100 (2) K-1 Trackers \$2,400 (2) Laptops w/ wireless cards, software, license \$12,000 (2) Digital Camera w/Long Range Lens \$3,000 (2) Marked Patrol Vehicles \$93,810 (6) Night Vision Monocular \$24,000 (4) Night Vision Binoculars \$3,200 (4) Pinhole/ Buttonhole Cameras \$2,000. (6) Concealable radio ear wire/mics \$1,860 (2) 800Mhz Radios for Vehicles \$7,810 (1) Tactical Blanket \$9,380 (2) Tool kits for hidden compartments \$600 (2) Video Cameras \$1,000	\$163,260
- <i>La Mesa Police Department</i>	(1) Unmarked 4x4 Vehicle package \$63,000 (2) Night vision binoculars (\$700/ea.) \$1,400 (1) Long range night vision optics \$12,500 (1) Digital camera \$800 (1) Thermal imager \$10,000 (2) Tactical ballistic vests (\$1200/ea.) \$2,400 (4) Tactical helmets with goggles \$2,000 (10) Tactical communication gear \$7,000 (2) Handheld GPS (\$800/ea.) \$1,600 (8) Police vests (\$140/ea. x 4) \$1,120	\$99,820
- <i>National City Police Department</i>	(2) Marked patrol vehicles (fully equipped) \$80,000 (1) Surveillance van (fully equipped) \$75,000 (1) Remote Camera System \$40,000 (1) Night Vision Goggles \$5,000 (1) Digital cameras w/accessories \$1,500 (1) Tactical Rapid Deployment Vehicle \$75,000 (20) Radio Encryption Upgrade \$9,000 (18) Radio ear pieces and microphones \$32,850 (2) Snake Cameras \$1,200	\$319,550
- <i>Oceanside Police Department</i>	(1) Custom 35' Full Cabin SAFE boat w/ trailer \$460,000 (3) Steiner Commander XP 7X50 Binoculars – West Marine \$300 (10) Insight TECH AN/PEQ-15 Pointer Illuminator \$14,000 (15) Gill OS21-Foul Weather Gear West Marine \$4,200 (15) Gill gloves \$450 (8) Mustang Auto-Inflate PFD for LE \$2,400 (2) Encrypted radio, Motorola XTS5000 w/ full encryption \$9,100 (2) SealifeDC 1000 waterproof digital camera kits \$1,000 (2) Profiler Golight II w/ Infrared lens and docking station \$1,000	\$492,450
- <i>San Diego Harbor Police Department</i>	(2) Thermal Imager \$60,000	\$60,000
- <i>San Diego Police Department</i>	(4) Holligan Tools \$750 (4) Small Doorknocker Rams \$1,208 (4) Sledgehammers \$100 (4) Tool Packs \$470 (7) K-1 Vehicle Trackers \$12,683 (7) Eagle Body Wire w/ Receivers \$4,200 (2) Cellebrite Forensic Phone Downloaders \$8,113 (2) Cellebrite battery-powered Downloaders \$8,700 (30) Pinnacle Armor Model #SOC-3000 \$73,415	\$109,639

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
- Orange County Sheriff's Department	<u>Harbor Division</u> (1) SAFE Boat \$395,235 <u>Aviation Support</u> (2) Night Vision Goggles \$22,000 (2) Night Vision Accessories: \$1,850 Helmet Mounts for NVG (2) Night Vision Accessories: \$850 Lo Profile Battery for NVG (4) Emergency Rescue Strobe Light: \$372 ACR FireFly2 Doublefly (2) Handheld VHF Radio \$1,152 (2) Helicopter Emergency Egress Device \$582 (2) Passenger Life Vest \$538 (6) Marking / Dye Packs (\$10 each) \$60 <u>Enforcement Team</u> (13) Tactical Vest / Eagle Industries \$6,842 (26) Rifle Plat \$11,528 (13) Tactical Floatation Support System \$3,267	\$444,276
- CA Highway Patrol	None requested	\$0
- CA Department of Fish & Game	(4) Gyro-stabilized Binoculars \$5,000	\$5,000
- CA Department of Motor Vehicles	(2) 4WD Utility Vehicles Unmarked \$120,000 (outfitted with radios, emergency lights, cages) (4) Encrypted handheld radios (dual band) \$28,000 with desk & vehicle chargers, and spare battery. (4) Extended speaker microphones \$396 (4) Concealable ear bud microphones \$400 (2) Lap top vehicle mounts \$700	\$149,496
- CA State Parks	(1) Marked Park Police Chevy Tahoe \$ 41,000 (Fully equipped) (2) Safe (Browning bronze series) \$5,000 (6) Still Olympus Stylus Tough \$2,100 (2) Video Sanyo Xacti camcorder \$500 (2) Night Vision with magnification \$9,600 (2) High Power Binoculars \$8,000 (4) Spot Lights – Handheld \$400 (4) DELL E640ATG Toughbook \$10,000 Laptop Computers and Aircards (1) Dive Team Equipment \$4,000 (Computer, Gear Bag, Wetsuit, Booties, Gloves, Fins, Mask/Snorkel, Knife, Light, Buoyancy Compensator, Regulator, Max-Air 35 Compressor, Tank) (9) Portable GPS unit \$3,600 (2) County Compatible Radios \$10,000 (Chargers, FCC Fees, Portable, Base Station)	\$94,200
Total New Equipment Costs		\$2,196,686
GRAND TOTAL (YEAR 1)		\$8,844,033

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Participating agencies will maintain their individual chains of command as dictated by internal policies and guidelines. This Operations Order will be approved by the Chief Patrol Agent, San Diego Sector, followed by Office of Border Patrol and FEMA prior to funding.

Border Patrol-San Diego Sector:

(A) Chief Patrol Agent Richard Barlow
OPSG Representative: (A) Assistant Chief Daniel Parks
(619) 216-4000

San Diego County Sheriff:

Sheriff William D. Gore
OPSG Rep: Capt. David Myers
(619) 498-2402

San Diego County Probation Department:

Chief Probation Officer Mack Jenkins
OPSG Rep: Supervising Probation Officer Alejandro Zermeno
(858) 514-3200

San Diego Police Department:

Chief William Lansdowne
OPSG Rep: Sgt. Wesley Albers
(858) 650-3600

San Diego Harbor Police:

Chief John Bolduc
OPSG Rep: Lieutenant Wilhelm Kellerman
(619) 686-6570

Carlsbad Police Department:

Chief Gary Morrison
OPSG Rep: Sgt. Jeff Chapman
(760) 931-2166

Chula Vista Police Department:

Chief David Bejarano
OPSG Rep: Lt. Eric Thunberg
(619) 691-5151

Coronado Police Department:

Chief Lou Scanlon
OPSG Rep: Cmdr. Lazlo Waczek
(619) 522-7354

El Cajon Police Department

Chief Pat Sprecco
OPSG Rep: Lt. Jeff Davis
(619) 441-1561

Escondido Police Department

Chief Jim Maher
OPSG Rep: Lt. Robert Benton
(760) 839-4722

La Mesa Police Department

Chief Alan Lanning
OPSG Rep: Lt. David Bond
(619) 667-1412

National City Police Department

Chief Adolfo Gonzalez
OPSG Rep: Lt. Lanny Roark
(619) 336-4524

Oceanside Police Department:

Chief Frank McCoy
OPSG Rep: Lt. Lee Steitz
(760) 435-4450

Orange County Sheriff's Department:

Sheriff Sandra Hutchens
OPSG Rep: Sgt. Steve McCormick
714-647-1800

California Department of Motor Vehicles:

Chief Kathryn Door
OPSG Rep: Frank Alvarez
(916) 657-8377

California Department of Fish and Game:

Assistant Chief Paul Hamdorf
OPSG Rep: Captain Angel Raton
(619) 467-4201

California Highway Patrol:

Chief Jim Abele (Border Division)
OPSG Rep: Lt. Don Goodbrand
(858) 650-3711

California State Parks

Chief Brian Ketterer
OPSG Rep: Officer Erik Burgan
(760) 415-1683

B. Unit Command (San Diego Sector Border Patrol Stations):

Boulevard Station
Brown Field Station
Campo Station
Chula Vista Station
El Cajon Station
Imperial Beach Station
Murrieta Station
San Clemente Station

C. Communication Details:

Communications protocol will be managed in accordance with each participant agency's existing policy. OPSG communications will be monitored and as necessary, coordinated by the ICS when active.

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

ANNEX

A. Administration Annex:

The San Diego County Sheriff's Department will be the OPSG Fiscal Administrator. Each OPSG 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 in coordination with the OPSG IPT 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. State and local law enforcement agencies shall not use OPSG funding to supplant their inherent routine patrol and law enforcement operations in order to perform activities not directly related to increasing border security.

B. Execution Annex:

None

C. Command Annex:

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).

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

California Emergency Management Agency

FY2010 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. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
2. 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).
3. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System) or fiscal years.
4. Will comply with any cost sharing commitments included in the FY2010 Investment Justifications submitted to DHS/FEMA/Cal EMA, where applicable.
5. Will give the Federal government, the General Accounting Office, the Comptroller General of the United States, the State of California, the Office of Inspector General, 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.
6. 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, follow the Federal and State approved privacy policies, and achieve (at a minimum) baseline level of capability as defined by the Fusion Capability Planning Tool.

7. 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.
8. Will initiate and complete the work within the applicable time frame after receipt of approval from Cal EMA.
9. Will maintain procedures to minimize the time elapsing between the award of funds and the disbursement of funds.
10. Will comply with all provisions of DHS/FEMA's codified regulation 44, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
11. 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.
12. 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.
13. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.
14. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
15. 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 structures.
16. Will comply with all Federal and State 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.
 - 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.
17. 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.
18. 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.
19. 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.
20. 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, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA/Cal EMA funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are

discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/Cal EMA and the appropriate State Historic Preservation Office.

21. 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.
22. 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.
23. 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.
24. 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."*
25. 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.

26. 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.
27. 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.
 - 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.
28. 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).
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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 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.
35. 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.
36. 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.
37. 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.
38. 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).
39. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
40. 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.
41. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
42. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.

43. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the FY 2010 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 FY2010 Homeland Security Grant Program application. Further, use of FY10 funds is limited to those investments included in the California FY10 Investment Justifications submitted to DHS/FEMA/Cal EMA and evaluated through the peer review process.
44. 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".
45. 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.
46. 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
 - 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
 - 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).
47. Will comply with all applicable requirements of all other Federal and State laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.
48. 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: _____

**AGREEMENT FOR THE
2010 OPERATION STONEGARDEN GRANT**

PARTIES TO THE AGREEMENT

This Agreement is between the COUNTY OF SAN DIEGO (“COUNTY”), the CITY OF CARLSBAD, the CITY OF CHULA VISTA, the CITY OF CORONADO, the CITY OF EL CAJON, the CITY OF ESCONDIDO, the CITY OF LA MESA, the CITY OF NATIONAL CITY, the CITY OF OCEANSIDE, the CITY OF SAN DIEGO (“CITIES”), the SAN DIEGO UNIFIED PORT DISTRICT (“SDUPD”), the COUNTY OF ORANGE (“OC”), the CALIFORNIA HIGHWAY PATROL (“CHP”), the CALIFORNIA DEPARTMENT OF FISH AND GAME (“DFG”), the CALIFORNIA DEPARTMENT OF MOTOR VEHICLES (“DMV”), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (“DPR”), collectively the “PARTIES”, for program support of the 2010 Operation Stonegarden Grant (“OPSG”).

Party Departments Or Agencies Participating In The Agreement

For the COUNTY, participating agencies are the Sheriff’s Department and the Probation Department.

For the CITIES, participating agencies are the police departments.

For the OC, participating agency is the Sheriff’s Department.

SDUPD, CHP, DFG, DMV and DPR do not have subordinate agencies or department participants.

The services and obligations of PARTIES and their participating departments or agencies are set forth herein.

RECITALS

WHEREAS, COUNTY through SHERIFF received funds from the U.S. Department of Homeland Security (DHS) passed through the California Emergency Management Agency (CalEMA), under the Fiscal Year (FY) 2010 Operation Stonegarden Grant (OPSG) Program; and

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

WHEREAS, Government Code §55632 authorizes COUNTY through SHERIFF and PARTIES, to contract with SHERIFF for provision of joint law enforcement services; and

WHEREAS, PARTIES desire 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. 2 dated November 9, 2010, approved and authorized the SHERIFF to execute expenditure contracts to use FY2010 OPSG grant funds to reimburse all PARTIES for overtime expenses; equipment and vehicle purchases; fuel, mileage, flight, and vehicle and equipment maintenance costs incurred in OPSG activities not to exceed \$7,258,596, as described in Exhibit A – Budget Worksheet, during the project period beginning October 1, 2010 through April 30, 2013; and

WHEREAS, PARTIES agree to maintain documentation supporting all expenditures reimbursed from Operation Stonegarden (OPSG) grant funds, ensure all expenditures are allowable under grant requirements, adhere to authorized procurement methods 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 documentation and 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 Through Agency: California Emergency Management Agency (CALEMA); Program Title: Homeland Security Grant Program; Federal CFDA Number: 97.067; and

WHEREAS, PARTIES agree to Exhibit B - FY10 Grant Assurances as set forth by the California Emergency Management Agency;

NOW THEREFORE, for consideration, the receipt and sufficiency of which is hereby acknowledged, PARTIES jointly intend that COUNTY through SHERIFF will fund, and PARTIES 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 through the California Emergency Management Agency, under the FY 2010 Operation Stonegarden Grant.

II. SCOPE OF SERVICES

A. Method of Service Delivery

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

B. Overview Of Basic Services

PARTIES will provide OPSG activities (“Activities”) by increasing law enforcement presence in their designated areas of jurisdiction or in coordination with other OPSG partner agencies 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. The PARTIES will enforce local and state laws 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, 2010, and shall continue in effect through and terminate at midnight on April 30, 2013; subject to the termination provision in section III. B. and III. C. below.

B. Option to Extend

Renewal or extension of the Agreement beyond April 30, 2013, shall be subject to remaining grant funds and to a time extension approved by the U.S. Department of Homeland Security (DHS) through the California Emergency Management Agency (CalEMA).

C. Termination

Subject to the applicable provisions of state law, each PARTY may terminate its participation in this Agreement upon ninety-day (90) minimum written notice to the other PARTIES.

IV. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

A. Anticipated Outcome

The anticipated outcome of the OPSG Activities to be provided by PARTIES under this Agreement is increased law enforcement presence in each respective PARTY's designated area 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, Carlsbad Police Department , Chula Vista Police Department, Coronado Police Department, El Cajon Police Department, Escondido Police Department, La Mesa Police Department, National City Police Department, Oceanside Police Department, San Diego Police Department, San Diego Harbor Police Department, Orange County Sheriff's Department, California Highway Patrol, California Department of Fish & Game, California Department of Motor Vehicles, and California Department of Parks and Recreation ("Participating Agencies"). The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by the PARTIES and in Exhibit C – FY 10 OPSG Operations Order to this Agreement.

1. PARTIES will provide enhanced enforcement by increasing patrol presence in proximity to the border and/or routes of ingress from the border, including the water borders. In addition, PARTIES will utilize their unique investigatory areas of expertise in operations.

2. Increase intelligence/information sharing among PARTIES, including but not limited to the following activities:
 - a. Conduct monthly meetings with a minimum of one representative from each PARTY.
 - 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 San Diego Sheriff's Department at: stonegarden@sdsheriff.org. The work week for OPSG is Wednesday – Tuesday.

B. Personnel Qualifications And Assignment

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

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

1. Sheriff And County Participating Agency 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. Similarly, the County Participating Agency shall be responsible for the management, direction and supervision of its own OPSG personnel; the standards of performance, personnel discipline, and all other matters incident to the performance of such services, through the sole but reasonable judgment of the County Participating Agency and in accord with applicable labor agreements. Non-County PARTIES 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. Non-County Parties' Discretion

The management, direction, and supervision of non-County PARTY 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 each respective non-County PARTY in each respective non-County PARTY'S sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each non-County PARTY 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 non-County PARTY's performance of this Agreement.

3. Designated Coordinators

SHERIFF shall select and designate a coordinator who shall manage and direct the OPSG. The other County Participating Agency and each non-County PARTY 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

PARTIES 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 SHERIFF 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. Similarly, County Participating Agency will provide its respective OPSG personnel with all supplies and equipment necessary to perform OPSG Activities. Non-County PARTIES will provide their 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 C.

PARTIES are responsible for the procurement of their 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 PARTIES of OPSG Activities set forth in this Agreement, COUNTY through SHERIFF shall reimburse PARTIES 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 through the California Emergency Management Agency (CalEMA).

B. Personnel Costs/Rate of Compensation

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

C. Method of Payment

1. PARTIES shall submit correct and complete reimbursement forms, itemized invoices, labor reports, timesheets, and any other related supporting documentation that represents amounts due under this Agreement to include expenditure corrections and back billings to SHERIFF no later than the final business day of the subsequent month from the month being claimed to: San

Diego County Sheriff's Department, Grants Unit, Ref: OPSG, P. O. Box 939062,
San Diego, CA 92193.

- a. Reimbursement forms, invoices, purchases orders, contracts, labor reports, timesheets, and other related supporting documentation must have the signature of PARTY's designated coordinator or his or her designee, certifying that the invoice, timesheets, and related documentation are true and correct.
 - b. PARTIES 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, date overtime worked and fringe benefit rate and cost. PARTIES shall make available to SHERIFF for inspection, upon request, all payroll records and any other records that relate to the Basic Services provided under this Agreement.
2. Within sixty (60) business days upon receipt of valid invoice and complete documentation, SHERIFF will reimburse PARTIES 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 Non-County PARTIES and their 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. Each Non-County PARTY 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 that respective agency or any contract labor provider retained by the Non-County party, 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 that respective law enforcement agency or any contract labor provider retained by the law enforcement agency.

B. Indemnification Related To Acts Or Omissions; Negligence

1. Claims Arising From Sole Acts or Omissions of County

The COUNTY hereby agrees to defend and indemnify the Non-County PARTIES, their agents, officers and employees, from any claim, action or proceeding against the Non-County PARTIES arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At its sole discretion, each Non-County PARTY 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. Each Non-County PARTY 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 Non-County PARTIES

Each Non-County PARTY hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of a respective Non-County PARTY 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 Non-County PARTIES of any obligation imposed by this Agreement. COUNTY shall notify Non-County PARTIES 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 each Non-County PARTY hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and Non-County PARTIES. In such cases, COUNTY

and each Non-County PARTY agrees to retain its own legal counsel, bear its own defense costs, and waive its 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 Non-County PARTIES agree in writing to a joint defense, COUNTY and Non-County PARTIES may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Non-County PARTIES and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and Non-County PARTIES. COUNTY and Non-County PARTIES 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 Non-County PARTIES further agree that none of the PARTIES may bind the others to a settlement agreement without the written consent of both COUNTY and PARTIES.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and Non-County PARTIES 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 Non-County PARTIES 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 Non-County PARTIES; and Non-County PARTIES 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 Non-County PARTIES under this Agreement are under the direct and exclusive supervision, daily direction, and control of their respective agencies and each agency assumes full responsibility for the actions of such personnel in the performance of services hereunder.

COUNTY and Non-County PARTIES acknowledge and agree that COUNTY does not control the manner and means of performing the work of Non-County PARTIES' 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. Non-County PARTIES do not control the manner and means of performing the work of COUNTY officers, agents or employees who perform OPSG Activities, nor do Non-County PARTIES have the right to hire or terminate employment of such officers, agents or employees.

COUNTY has no authority of any kind to bind Non-County PARTIES, and Non-County PARTIES have 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 Non-County PARTIES, or in

any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of Non-County PARTIES. Non-County PARTIES shall not act or attempt to act, or represent themselves directly or by implication as agents 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

Chief Probation Officer
Probation Department
9444 Balboa Avenue, Ste. 500
San Diego, CA 92123

To Non-County PARTIES:

Chief of Police
Carlsbad Police Department
2560 Orion Way
Carlsbad, CA 92010

Chief of Police
Coronado Police Department
700 Orange Avenue
Coronado, CA 92118

Chief of Police
Chula Vista Police Department
315 Fourth Avenue
Chula Vista, CA 91910

Chief of Police
El Cajon Police Department
100 Fletcher Pkwy
El Cajon, CA 92020

Chief of Police
Escondido Police Department
1163 North Centre City Parkway
Escondido, CA 92026

Chief of Police
La Mesa Police Department
8085 University Ave
La Mesa, CA 91942

Chief of Police
National City Department
1200 National City Blvd
National City, CA 91950

Chief of Police
Oceanside Police Department
3855 Mission Ave
Oceanside, CA 92058

Chief of Police
San Diego Police Department
1401 Broadway,
San Diego, CA 92101

Chief of Harbor Police
San Diego Harbor Police Dept
3380 N. Harbor Dr.
San Diego, CA 92101

Sheriff
Orange County Sheriff's
Department
550 N. Flower Street
Santa Ana, CA 92703

Chief
California Highway Patrol
4902 Pacific Highway
San Diego, CA 92110

Chief of Enforcement
California Department of Fish
and Game
1416 9th Street, Room 1326
Sacramento, CA 95829

Chief of Investigations Division
California Department of Motor
Vehicles
2120 Broadway,
Sacramento, CA 95818

Chief
California Department of Parks
and Recreation
1416 9th Street
Sacramento, CA 95814

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 through SHERIFF and the affected PARTY or PARTIES, and no oral understanding or agreement shall be binding on any PARTY or PARTIES. No party shall

assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other PARTIES.

D. Entire Agreement

This Agreement constitutes the complete and exclusive statement of agreement between the COUNTY and Non-County PARTIES 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 Non-County PARTIES of a breach of any of the covenants to be performed by COUNTY or Non-County PARTIES 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 Non-County PARTIES of either performance or payment shall not be considered a waiver of PARTY's preceding breach of this Agreement.

G. Authority to Enter Agreement

COUNTY and Non-County PARTIES have all requisite power and authority to conduct their respective business and to execute, deliver, and perform the Agreement. Each PARTY 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 Non-County PARTIES 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 PARTIES, 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 through 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 the PARTIES 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 the PARTIES 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 Non-County PARTIES, under this Agreement unless the PARTIES mutually agree to subject themselves to such changes(s).

L. Representation

PARTIES' Chief, or their respective designee, shall represent PARTIES 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 PARTIES' Chief of Police, 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 through the California Emergency Management Agency, this Agreement in its entirety shall be considered null and void and COUNTY through SHERIFF and PARTIES shall no longer be required to

provide OPSG Activities as described herein. In such event, the COUNTY through SHERIFF and PARTIES shall meet immediately, and if agreed upon by the COUNTY through SHERIFF and PARTIES, 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 PARTIES hereto have executed this Agreement on this ____ day of _____, 2010.

**COUNTY OF SAN DIEGO
SHERIFF'S DEPARTMENT**

**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

William D. Gore
Sheriff

Mack Jenkins
Chief

**CARLSBAD POLICE
DEPARTMENT**

**CHULA VISTA
POLICE DEPARTMENT**

Gary Morrison
Chief

David Bejarano
Chief

**CORONADO POLICE
DEPARTMENT**

Lou Scanlon
Chief

**ESCONDIDO POLICE
DEPARTMENT**

Jim Maher
Chief

**NATIONAL CITY
POLICE DEPARTMENT**

Adolfo Gonzalez
Chief

**SAN DIEGO POLICE
DEPARTMENT**

William Lansdowne
Chief

**SAN DIEGO HARBOR POLICE
DEPARTMENT**

John Bolduc
Chief

**EL CAJON
POLICE DEPARTMENT**

Pat Sprecco
Chief

**LA MESA POLICE
POLICE DEPARTMENT**

Alan Lanning
Chief

**OCEANSIDE POLICE
DEPARTMENT**

Frank McCoy
Chief

CITY OF SAN DIEGO

Mayor Jerry Sanders
Or designee

**ORANGE COUNTY
SHERIFF'S DEPARTMENT**

Sandra Hutchens
Sheriff

**CALIFORNIA HIGHWAY
PATROL**

Jim Abele
Chief, Border Division

**CALIFORNIA DEPARTMENT
OF MOTOR VEHICLES**

Kathryn Door
Chief, Investigations

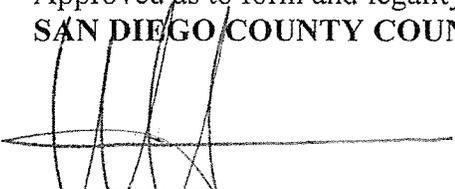
**CALIFORNIA DEPARTMENT
OF FISH AND GAME**

Paul Hamdorf
Assistant Chief

**CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION**

Clay Phillips
(A) District Superintendent

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL



William L. Pettingill
Senior Deputy

Approved as to form
Jan I. Goldsmith, City Attorney

By Deputy City Attorney