



ITEM NO. 7

STAFF REPORT

CITY OF OCEANSIDE

DATE: March 14, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **AMENDMENT 1 TO THE MEMORANDUM OF AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR OPERATION STONEGARDEN FY 2011**

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 to the Memorandum of Agreement (MOA) with the County of San Diego for Operation Stonegarden, continuing the grant for FY 2011, bringing funds in the amount of \$279,082 to the City for reimbursement of approved expenses; appropriating these funds to the Police Department; and authorizing the City Manager or designee to execute the Amendment 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 2011, the San Diego Sheriff's Department (SDSD) was awarded \$6,805,280 to support and enhance law enforcement preparedness and operational readiness along the land and maritime borders of the United States.

ANALYSIS

This is the third award OPD has received under this grant. In FY 2009, OPD received funding for overtime to conduct maritime patrols and equipment. In FY 2010, OPD received funding to purchase a 35' Full Cabin SAFE boat, personal flotation devices specifically designed for law enforcement personnel, foul weather gear and electronic equipment, fuel for the boat, and overtime to conduct maritime patrols. The FY 2011 allocation will continue to fund overtime for maritime patrols, fuel and maintenance for the vessel, and mileage for land based patrols. 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.

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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	\$218,493	822124800274	5120
Fringe Benefits - Overtime	\$3,168	822124800274	5207
Fuel - Vessel	\$33,300	822124800274	5320
Maintenance & Repair - Vessel	\$19,688	822124800274	5320
Mileage	\$4,433	822124800274	
Total Allocation	\$279,082		

The San Diego County Sheriff's Department (SDSD) will reimburse the City of Oceanside for approved expenses. The City of Oceanside Financial Services Department set up business unit 822114800274 to track expenditures under this MOU. Reimbursement will be deposited into account 822124800274.4382. 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 will be advised of this matter at its regular monthly meeting on April 19, 2012.

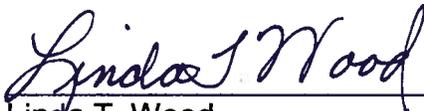
CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve Amendment 1 to the Memorandum of Agreement (MOA) with the County of San Diego for Operation Stonegarden, continuing the grant for FY 2011, bringing funds in the amount of \$279,082 to the City for reimbursement of approved expenses; appropriating these funds to the Police Department; and authorizing the City Manager or designee to execute the Amendment and all other required documents.

PREPARED BY:


Linda T. Wood
Program Specialist

SUBMITTED BY:


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 – Agreement #1 to the Memorandum of Agreement
Attachment B – Fiscal Year 2011 Grant Assurances

**AGREEMENT FOR THE
2010 OPERATION STONEGARDEN GRANT**

AMENDMENT #1

RECITALS

1. The following parties executed the AGREEMENT FOR THE 2010 OPERATION STONEGARDEN GRANT (“Agreement”): 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”).

2. The Party departments or agencies participating in the Agreement are as follows:
 - 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.

3. The 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 FY 2010 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.

4. On October 6, 2011, COUNTY through SHERIFF was notified of a conditional award of funding from the California Office of Emergency Management (Cal EMA) under the FY 2011 Operation Stonegarden (OPSG) grant program for the project period beginning October 1, 2011 through June 30, 2014.

OF ORANGE ("OC"), the CALIFORNIA HIGHWAY PATROL ("CHP"), the CALIFORNIA DEPARTMENT OF FISH AND GAME ("DFG"), the CALIFORNIA DEPARTMENT OF MOTOR VEHICLES ("DMV"), the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR"), the SAN DIEGO STATE UNIVERSITY ("SDSU"), the COUNTY OF LOS ANGELES ("LAC"), and the CALIFORNIA DEPARTMENT OF CORRECTIONS, OFFICE OF CORRECTIONAL SAFETY ("CDC"), collectively the "PARTIES", for program support of the Operation Stonegarden Grant ("OPSG")."

3. The second paragraph, "Party Departments Or Agencies Participating In The Agreement" is amended as follows:

After the sentence beginning, "For the OC..." add the following:

"For the college, participating agency is its respective police department."

"For the LAC, participating agency is the Sheriff's Department."

The sentence, "SDUPD, CHP..." is amended as follows:

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

4. Section "I. PURPOSE AND INTENT" is amended to read as follows:

The phrase "under the FY 2010 Operation Stonegarden Grant" is amended to read, "under the Operation Stonegarden Grant".

5. Section "III. TERM OF AGREEMENT" is amended as set forth below:

Paragraph "A. Initial Term", is amended to read as follows:

"The term of this Agreement shall not exceed five years, terminating no later than September 30, 2015, subject to sufficient funding"

Paragraph "B. Option to Extend" is deleted.

6. Section "IV. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES" is amended as set forth below:

Paragraph "A. Anticipated Outcome" is amended to read as follows:

The phrase "no later than the final business day of the subsequent month" is amended to read, "within 90 days from the date expenditure was incurred."

Paragraph "**C. Method of Payment**" is also amended to add subparagraph C.3 and new text inserted as follows:

"PARTIES who do not comply with section V.C.1 are at risk of having any incurred expenditures disallowed for reimbursement by SHERIFF. If a PARTY fails to submit claims for reimbursement within the provided time period for reimbursement, they will be formally notified by SHERIFF that the claims are past due and any funds allocated to that PARTY for the time period can be redistributed among other participating agencies."

8. A new Section VI is inserted and the existing Sections VI and VII are moved down to become Sections VII and VIII respectively, as described in paragraphs 9, 10, and 11 below.

9. The new section "**VI. PROGRAM/FINANCIAL ADMINISTRATION**" shall read as follows:

"PARTIES shall use Exhibit D – Guide for the applicable grant year developed by the DHS and Exhibit E – 44 CFR Part 13, as the primary reference and day-to-day management tool in all programmatic, financial, and grant administration matters. The Guide and 44 CFR Part 13 shall be used in conjunction with the provision of the CFRs (Code of Federal Regulations) and OMB (Office of Management and Budget) Circulars, G&T (Grants & Training) information bulletins, and Cal EMA policy, regulations, and statutes."

10. The new Section "**VII. INDEMNIFICATION RELATED TO WORKERS COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES**" shall include all the text from the previous Section VI of that name.

11. The new Section "**VIII. GENERAL PROVISIONS**" shall include all the text from the previous Section VII of that name, and is further amended as set forth below:

Paragraph "**B. Notices**" is amended to add the following:

Chief of Police
Public Safety / Police Department
Division of Business and Financial Affairs

**ESCONDIDO POLICE
DEPARTMENT**

Jim Maher
Chief

**NATIONAL CITY
POLICE DEPARTMENT**

Adolfo Gonzales
Chief

**SAN DIEGO POLICE
DEPARTMENT**

William Lansdowne
Chief

**CITY OF SAN DIEGO
CONTRACTS & PURCHASING**

Scott Reese
Director (Acting)

**SAN DIEGO STATE UNIVERSITY
POLICE DEPARTMENT**

John Browning
Chief

**ORANGE COUNTY
SHERIFF'S DEPARTMENT**

Sandra Hutchens
Sheriff

**LA MESA POLICE
POLICE DEPARTMENT**

Ed Aceves
Chief

**OCEANSIDE POLICE
DEPARTMENT**

Frank McCoy
Chief

CITY OF SAN DIEGO

Mayor Jerry Sanders
or Designee

**SAN DIEGO HARBOR POLICE
DEPARTMENT**

John Bolduc
Chief

**LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT**

Leroy D. Baca
Sheriff

**CALIFORNIA HIGHWAY
PATROL**

Jim Abele
Chief, Border Division

**FY 2011 OPERATION STONEGARDEN
BUDGET WORKSHEET
SUMMARY**

Agency Name	Budget Narrative Category											Total	OT % of Total
	A	B	C	D	E	F	G	H	I				
	Operational OT	Fringe Benefits	Vehicle/Vessel Maint	Equip Maint	New/Replace Equip	Fuel Costs	Mileage	Flight Costs	Travel				
San Diego County Sheriff's Department	1,149,783.00	75,698.00	21,600.00	72,800.00	-	-	52,468.00	70,997.00	-	-	\$	1,443,348	79.66%
San Diego County Probation	193,169.00	10,122.00	-	-	-	-	-	-	-	-	\$	203,291	95.02%
Carlsbad Police Department	64,570.00	936.00	-	-	-	-	8,107.00	-	-	-	\$	73,613	87.72%
Chula Vista Police Department	322,423.00	4,606.00	57,000.00	-	-	-	-	-	-	-	\$	384,029	83.96%
Coronado Police Department	97,762.00	10,371.00	-	-	-	-	6,053.00	-	-	-	\$	114,186	85.62%
El Cajon Police Department	57,971.00	5,240.00	-	2,076.00	-	-	7,907.00	-	-	-	\$	73,194	79.20%
Escondido Police Department	58,020.00	3,725.00	-	-	-	-	7,950.00	-	-	-	\$	69,695	83.25%
La Mesa Police Department	109,874.00	15,404.00	-	-	-	-	13,501.00	-	-	-	\$	138,779	79.17%
National City Police Department	44,618.00	4,853.00	-	-	-	-	2,447.00	-	-	-	\$	90,203	49.46%
Oceanside Police Department	218,493.00	3,168.00	19,688.00	-	-	33,300.00	4,433.00	-	-	-	\$	279,082	78.29%
San Diego Harbor Police	182,153.00	23,680.00	11,875.00	-	-	70,560.00	2,977.00	-	-	-	\$	291,245	62.54%
San Diego Police Department	950,196.00	-	49,244.00	-	-	-	97,801.00	47,586.00	-	-	\$	1,144,817	83.00%
Orange County Sheriff's Department	199,476.00	16,457.00	33,722.00	-	4,500.00	71,400.00	2,446.00	212,664.00	-	-	\$	540,665	96.89%
CA Highway Patrol	562,003.00	8,149.00	-	-	-	-	42,723.00	94,875.00	-	-	\$	707,750	79.41%
CA Department of Fish and Game	32,400.00	2,483.00	-	-	-	-	4,327.00	-	-	-	\$	39,210	82.63%
CA Department of Motor Vehicles, Investigators	190,626.00	2,764.00	-	2,226.00	47,875.00	-	11,999.00	-	-	-	\$	255,490	74.61%
CA Department of Parks and Recreation	116,800.00	1,694.00	8,740.00	3,360.00	-	-	7,536.00	-	-	-	\$	138,130	84.56%
San Diego State University Police Department	104,402.00	-	-	-	-	-	-	-	-	-	\$	104,402	100.00%
LA County Sheriff's Department	600,920.00	-	-	-	60,297.00	-	-	-	-	-	\$	661,217	90.88%
California Department of Corrections, Office of Correctional	52,936.00	-	-	-	-	-	-	-	-	-	\$	52,936	100.00%
Grand Total San Diego County Region	\$ 5,308,585	\$ 189,350	\$ 201,869	\$ 80,462	\$ 150,957	\$ 175,260	\$ 272,675	\$ 426,122	\$ -	\$ -	\$	6,805,280	78.01%

CalEMA Allocation (2.42%M&A) \$ 168,843

GRAND TOTAL AWARD \$ 6,974,123

**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

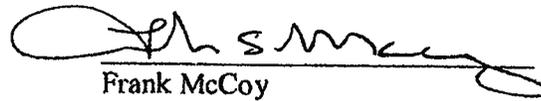
**EL CAJON
POLICE DEPARTMENT**

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

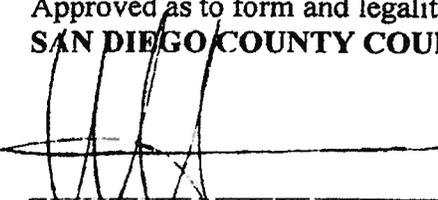
**CALIFORNIA DEPARTMENT
OF FISH AND GAME**

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. Penningill
Senior Deputy

Approved as to form
Jan I. Goldsmith, City Attorney

By Deputy City Attorney

OPERATIONS ORDER REPORT

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

Op Order Name: FY 2011 OPSG CA-San Diego County

Op Order Number:

Op Dates: From: 10/01/2011 To: 09/30/2012

Report Date: 09/01/11

Executive Summary

I. SITUATION

A. General Situation:

Addressing transnational crime and preventing terrorism as applied to the nation's borders requires a regional, comprehensive, and proactive approach. Integrating joint operational doctrine between federal, state, and local law enforcement agencies is key to identifying and consequently mitigating potential threats.

Greater San Diego County has historically been a highly favored operational area for alien and drug smuggling organizations. The close proximity of Tijuana, Mexico to San Diego, population density, sporadic border infrastructure, and extensive transportation networks leading to the interior immediately north of the border make San Diego a consistently lucrative target. Since 2005, there has been an unprecedented level of drug cartel-related violence in Baja California. Literally hundreds of murders have been committed south of San Diego County, primarily in the Tijuana, Ensenada, Rosarito, and Tecate municipalities. In 2010, there were 818 drug related murders in Tijuana alone, second only to 2008 during which the city experienced 844. In addition, border area kidnappings are on the rise and commonly utilized for ransom and/or intimidation purposes. Information generated through Operation Stonegarden (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 county by trans-national criminal enterprise 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 Sector's sixty miles of international land border range from "Managed" to "Controlled." As tighter control of the border is established within key target zones, criminal organizations resort to increasingly elaborate smuggling methods including the construction of sophisticated cross-border tunnels, the utilization of boats, and most recently, ultra-light aircraft (ULAs). In FY 2009 there were 70 known maritime smuggling events, 123 in FY 2010, and 84 to date (January-May FY 2011) along the Sector's 114 miles of coastal border. Increased maritime enforcement has resulted in smuggling vessels traveling farther off the coast and in many instances, landing their cargo on and in Orange and Los Angeles County beaches, harbors, and marinas. Intelligence indicates that Catalina Island may become a preferred landing/staging point for the transfer of contraband and/or human cargo. Coastal border enforcement is a significant component in the San Diego County OPSG mission. The San Diego Sector's FY 2012 enforcement strategy will address specific threats posed by criminal

organizations and raise the level of operational control in targeted land and coastal border zones within the Sector's area of responsibility (AOR).

Integrating intelligence-based joint operations, forward deployment, detection technology, infrastructure, and enforcement resources is essential to controlling the border. Partnerships between federal, state and local agencies promoting a layered, coordinated law enforcement approach are essential to addressing transnational crime and border security. Since its inception, the intent of OPSG has been to promote and facilitate these partnerships. The FY 2011 Homeland Security Grant program has allocated \$54,890,000 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 2010, San Diego County was awarded \$8,844,033.00 for OPSG. All local law enforcement agencies within the region are participating in the 2011 OPSG effort, including the Orange and Los Angeles County Sheriff's Departments, whose AORs share a coastal nexus with San Diego.

B. Terrain/Weather:

Terrain features within San Diego, Orange, and Los Angeles Counties include beaches, estuaries, coastal plains, steep canyons/ravines, high desert, and mountains over six thousand feet in elevation. Dense urban environment and sparsely populated remote and rural wilderness areas comprise county demographics. Weather conditions vary greatly from year-round mild temperatures that average 50 to 80 degrees to extremes ranging from subfreezing to well over 100 degrees. Seasonal marine layers frequently blanket coastal zones, significantly reducing visibility and enforcement operations.

C. Criminal Element:

Transnational smuggling organizations pose significant threats throughout the region. They are sophisticated, well-funded, and commonly 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
U.S. Coast Guard
Immigration and Customs Enforcement
San Diego County Sheriff's Department
San Diego County Probation Department
San Diego Police Department
San Diego Harbor Police
San Diego State University Police 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
Los Angeles County Sheriff's Department
Orange County Sheriff's Department
California Department of Motor Vehicles
California Department of Fish and Game
California Highway Patrol
California Department of Parks and Recreation
California Department of Corrections, Office of Correctional Safety

II. MISSION

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

- Disrupting, dismantling, and defeating targeted transnational threats
- Enhancing land/coastal border detection and interdiction capabilities
- Expanding formal communication, intelligence protocols, and nontraditional intelligence/fusion opportunities

III. EXECUTION

A. Management/Supervisor Intent:

In coordination with CBP-Border Patrol/Field Operations; state and local law enforcement agencies participating in OPSG will exercise their unique jurisdictional capabilities in order to collaboratively address transnational crime and 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. Outbound operations targeting money and weapons will be coordinated by CBP Field Operations. 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 region 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
San Diego State University Police 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
Los Angeles County Sheriff's Department
Orange County Sheriff's Department
California Department of Motor Vehicles
California Department of Fish and Game
California Highway Patrol
California Department of Parks and Recreation
California Department of Corrections, Office of Correctional Safety

D. Coordinating Instructions:

The San Diego County Sheriff's Department (SDSD) will be the OPSG applicant and fiscal agent for San Diego, Orange, and Los Angeles Counties. 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 stonegarden@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 (LBPA's), 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 1-2 person units, 6 days per week, 10 hour shift 120 hours per week x 52 weeks = 6,240 hrs/yr Cost @ \$54.51/ hour = \$340,142</p> <p>Resident/Rural Deputy 2-1 person units, 5 days per week, 10 hour shift 100 hours per week x 52 weeks = 5,200 hrs/yr Cost @ \$59.58/ hour = \$309,816</p> <p>Sergeant 1 Sergeant, 6 days per week, 10 hour shift 60 hrs per week x 52 weeks = 3,120 hrs/yr Cost @ \$65.81/ hour = \$205,327</p> <p>Resident/Rural Sergeant 1 Sergeant, 5 days per week, 10 hour shift 50 hrs per week x 52 weeks = 2,600 hrs/yr Cost @ \$71.93/ hour = \$187,018</p> <p>Lieutenant 1 Lieutenant, 2 days per week, 10 hour shift 20 hrs per week x 45 weeks = 900 hrs/yr Cost @ \$77.45/ hour = \$69,705</p> <p>Dispatcher 1 dispatcher, 2 days per week, 10 hour shift 20 hrs per week x 42 weeks = 840 hrs/yr Cost @ \$44.97/ hour = \$37,775</p>	\$1,149,783
- San Diego Probation Department	<p>Deputy Probation Officers 5 DPO's x 10 hours x 51 weeks = 2,550 hours Cost @ \$ 48.12/hr = \$122,706</p> <p>Senior Probation Officers 1 Sr PO x 10 hours x 50 weeks = 500 hours Cost @ \$ 53.07/hr = \$26,535</p> <p>Correctional Deputy Probation Officer I 1 CDPO I x 10 hours x 12 months = 120 hours Cost @ \$ 34.92/hr = \$4,190</p> <p>Correctional Deputy Probation Officer II 1 CDPO II x 10 hours x 12 months = 120 hours Cost @ \$ 41.27/hr = \$4,952</p> <p>Probation Aide 1 PA x 10 hours x 10 months = 100 hours Cost @ \$ 31.73hr = \$3,173</p> <p>Supervisory Probation Officer 1 SPO x 10hours x 50 weeks = 500 hrs Cost @ \$63.23/hr = \$31,613</p>	\$193,169
- Carlsbad Police Department	<p>Officer/Corporal 1 officer x 10 hours x 6 shifts/month =60 hrs per month x 12 months = 720 hrs Cost @ \$ 58.74hr = \$42,293</p> <p>Sergeant 1 sergeant x 10 hours x 2.6 shifts/month =26 hrs per month x 12 months = 312 hrs Cost @ \$71.40 hr. = \$22,277</p>	\$64,570

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
- <i>Chula Vista Police Department</i>	<p>Police Sergeant/Agent/Officer Patrol 3 officers x 10 hours per day x 2 days per week x 50 wks = 3,000hours</p> <p>Special Ops (Allied Shield) 230 hours</p> <p>Investigator 12 officers x 10 hours /month x 12 months = 1,440 hrs</p> <p>Task force operations 3 officers x 10 hours per month x 12 months= 360 hrs</p> <p>Total hours x \$64.10 (blended rate) = \$322,423</p>	\$322,423
- <i>Coronado Police Department</i>	<p>Officer 2 officers x 4 shifts each a month x 10 hour shifts 80 hrs x 12 months = 960 hrs Cost @ \$62.81/hour = \$60,298</p> <p>Sergeant 1 Sergeant x 4 shifts a month x 10 hour shifts 40 hrs x 12 month = 480 hrs Cost @ \$78.05/hour = \$37,464</p>	\$97,762
- <i>El Cajon Police Department</i>	<p>Officer 9 Officers 1 day per month, 10 hr shift 90 hours per month x 10 = 990 hrs/yr Cost @ \$52.46/hour = \$47,214</p> <p>Sergeant 1 Sgt. 1 day per month, 10 hour shift 10 hours per month x 11 = 110 hours/yr Cost @ \$63.76/hour = \$7,014</p> <p>Police Dispatcher 1 Dispatcher 1 day per month, 10 hour shift 10 hours per month x 10 = 100 hours/yr Cost @ \$37.43/hour = \$3,743</p>	\$57,971
- <i>Escondido Police Department</i>	<p>Weekly operations</p> <p>Sergeant 1 Sergeant working 10 hour shift x 7 weeks = 70 hrs Cost @ \$77.93/hour = \$5,455</p> <p>Officers 3 Officers working 10 hour shift x 8 weeks = 240 hrs Cost @ \$60.25/hour = \$14,460</p> <p>Monthly operations</p> <p>Lieutenant 1 Lieutenant working 10 hour shift x 4 mos = 40 hrs Cost @ \$86.21/hour = \$3,488</p> <p>Sergeant 2 Sergeants working 10 hour shift 6 mos = 120 hrs Cost @ \$77.93/hour = \$9,352</p> <p>Officers 7 Officers working 10 hour shift x 6 mos = 420 hrs Cost @ \$60.25/hour = \$23,505</p>	\$58,020

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
- <i>La Mesa Police Department</i>	<u>Patrol Ops</u> Officer 1 officer x 10 hours per day x 2 days/wk x 51 weeks= 1,020 hours Cost @ \$57.12/hour = \$58,262 Sergeant 1 sergeant x 9.5 hours per day x 50 weeks= 500 hours Cost @ \$70.19/hour = \$35,095 <u>Interdiction Enforcement</u> Officer 6 officers x 10 hours, 1 ops/quarter x 4 quarters= 240 hours Cost @ \$57.12/hour = \$13,709 Sergeant 1 sergeants 10 hours x 1ops/qtr x 4 qtrs = 40 hours Cost @ \$70.19/hour = \$2,808	\$109,874
- <i>National City Police Department</i>	Corporal/Officer Two personnel x 1 day per week, 10 hour shift = 20 hours per week x 28 weeks =560 hours Cost @ \$58.38/hour = \$32,693 Lieutenant One person x 10 hrs/day x 6mos =60 hours Cost @ \$89.96/hour = \$5,218 Sergeant One person x 10 hrs/day x 6mos =60 hours Cost @ \$69.17/hour = \$4,105 Senior Police Dispatcher/Police Dispatcher One person x 10 hrs/day x 5mos=50 hours Cost @ \$51.15/hour = \$2,558	\$44,618
- <i>Oceanside Police Department</i>	<u>Maritime</u> Officers (Boat) 2 officers x 1 day/week x 10 hr shifts = 20 hrs/week x 50 weeks = 1,000 hrs. Cost @ 71.99/hour = \$71,990 Officers (Land) 2 officers x 1 day/week x 10 hr shifts = 20 hrs/week x 48 weeks = 960 hrs. Cost @ 71.99/hour = \$69,110 Sergeant 1 sergeant x 1 day/week x 10 hr shifts = 10 hrs/week x 50 weeks = 500 hrs. Cost @ 92.38/hour = \$46,190 <u>Undercover</u> Officers 6 officers x 7hrs/op x 8ops =336 hours Cost @ 63.96/hour = \$21,491 Sergeant 1 officer x 7hrs/op x 8ops = 56 hours Cost @ 82.05/hour = \$4,595 <u>Task Force</u> Officers 1 officer x 10hrs/op x 8ops = 80 hours Cost @ 63.96/hour = \$5,117	\$218,493
- <i>San Diego Harbor Police Department</i>	Corporals and/or Officers Two Corporals and/or Officers x 10hr/shift x3days/wk = 60 hrs/wk x49weeks= 2,940 hours Cost @ \$60.09/hour = \$176,665 Lieutenants and/or Sergeants Police Sergeant/Lieutenant x 10hr/shift x1 day/wk = 10 hrs/wk x 7 months = 70 hours Cost @ \$78.40/hour = \$5,488	\$182,153

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
<p>- <i>San Diego Police Department</i></p>	<p>Police Officer II <u>Harbor Unit /Patrol</u> 2 PO IIs x 20 days x 10 hour shift = 400 hours 5 PO IIs x 128 days x 10 hour shift = 6,400 hrs Cost @ \$61.19/ hour = \$416,092</p> <p>Police Detective 5 Detectives x 75 days x 10 hour shift = 3,750 hrs Cost @ \$65.28/hr = \$244,800</p> <p>Police Sergeant <u>Harbor Unit/Patrol</u> 1 Sgt. X 20 days x 10 hour shift = 200 hours 2 Sgts x 100 Days x 10 hour shift = 2,000 hrs Cost @ \$73.92/hour = \$162,624</p> <p>Detective Sergeant 1 Sgt x 101 Days x 10 hour shift =1,010 hrs Cost @ \$77.62/hr = \$78,396</p> <p>Police Officer II - Pilot 2 pilots x 25 days x 10 hour shift = 500 hours Cost@ 68.23/ hour = \$34,115</p> <p>Police Dispatcher 4 Dispatchers x 9days x 10 hour shift=360 hours Cost@ 39.33/ hour = \$14,159</p>	<p>\$950,186</p>
<p>- <i>Orange County Sheriff's Department</i></p>	<p><u>Harbor Division</u> Sergeant 1-1 person unit, 4 days per month, 10 hours per day, 12 months per year= 480 hrs/yr Cost @ \$78.58/ hour = \$37,718</p> <p>Deputy Sheriff II 1-2 person unit, 5 days per month, 10 hours per day, 12 months per year = 1,200 hrs/yr Cost @ \$63.47/ hour = \$76,164</p> <p>Marine Radio Dispatcher 1-1 person unit, 1 day per month, 10 hours per day, 8 months per year= 80 hrs/yr Cost @ \$47.16/ hour = \$3,773</p> <p><u>Air Division</u> Sergeant 1 person paired with Deputy II, 16 hours/week, 36 weeks per year = 576 hrs/yr Cost @ \$78.58/ hour = \$45,262</p> <p>Deputy II 1 person paired with Sergeant, 16 hours/week, 36 weeks per year = 576 hrs/yr Cost @ \$63.47/ hour = \$36,559</p>	<p>\$199,476</p>
<p>- <i>CA Highway Patrol</i></p>	<p>Officer 1 officer x 10 hrs/day x 5 days/wk x 45 wks =2,250 2 officers x 10 hrs/ day x 2 days/wk x 45 wks =1,800 Total officer hrs = 4,050 hours/year Cost @\$82.76/hour = \$335,178</p> <p>Flight Officer 2 flight officers x 8 hrs/day x 1 day/week x 35 wks Total flight officer hrs = 560 hours/year Cost @\$96.25/hour = \$53,900</p> <p>Sergeant 1 sergeant x 5 hrs/ day x 5 days per week x 45 wks Total sergeant hours= 1,125 hours/year Cost @\$100.54/hour = \$113,108</p> <p>Supervisor Pilot 1 flight supervisor x 8 hrs/ day x 1/wk x 35 wks Total supervisor flight officer hrs = 280 hours/year Cost @\$117.38/hour = \$32,866</p> <p>Dispatcher 1 Dispatcher x 10 hrs/ day x 2/wk x 32 wks = 640 hrs Cost @ \$41.51/hour = \$26,951</p>	<p>\$562,003</p>

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
- Carlsbad Police Department	Medicare – 1.45% Total Fringe Benefit Rate: 1.45% x \$64,570	\$936
- Chula Vista Police Department	FICA = 1.45 % 1.45% x \$322,423= \$4,606	\$4,606
- Coronado Police Department	Worker's Comp = \$9.158% Medicare= 1.45% Total Fringe Benefit Rate: 10.608% x \$97,762	\$10,371
- El Cajon Police Department	Worker's Comp – 7.53% Medicare – 1.45% Total Fringe Benefit Rate: 9.38% 9.38% x \$57,971= \$5,240	\$5,240
- Escondido Police Department	Worker's Comp – 3.97% State Unemployment Insurance – 1.0% Medicare – 1.45% Total Fringe Benefit Rate: 6.42% x \$58,020	\$3,725
- La Mesa Police Department	Worker's Comp = 12.57% Medicare= 1.45% Total Fringe Benefit Rate: 14.02% x \$109,874	\$15,404
- National City Police Department	Worker's Comp – 9.73% Medicare – 1.45% Total Fringe Benefit Rate: 11.18% x \$42,061 = \$4,702 Dispatcher: \$5.88 % x \$2,558 = \$150	\$4,853
Oceanside Police Department	FICA = 1.45 % x \$218,493	\$3,168
- San Diego Harbor Police Department	Worker's Comp – 4.64% FICA – 8.36% Total Fringe Benefit Rate: 13.0% x \$182,153	\$23,680
- San Diego Police Department	Included in OT rate	\$0
- Orange County Sheriff's Department	Worker's Comp – 6.53% Unemployment - .27% FICA – 1.45% Total Fringe Benefit Rate: 8.25% x \$199,476	\$16,457
- CA Highway Patrol	FICA = 1.45 % x \$562,003	\$8,149
- CA Department of Fish & Game	FICA= 7.65% x \$32,400	\$2,483
- CA Department of Motor Vehicles	FICA= 1.45% x \$190,626	\$2,764
- California Department of Parks and Recreation	FICA= 1.45% x \$116,800	\$1,694
- San Diego State University Police Department	Included in OT rate	\$0
- LA County Sheriff's Department	Included in OT rate	\$0
- CA Department of Corrections, Office of Correctional Safety	None requested	\$0
Total Fringe Benefits Costs		\$189,350
Vehicle/Vessel Maintenance	RURAL Rhino Operation Costs 10 Op x 8 hours x \$75/ hour x 2 units = \$12,000 IMPERIAL BEACH Off-Road Vehicle (Quads) 10 Ops x 8 hours x \$15/ hour x 2 units = \$2,400 HIDTA Off-Road Vehicle (Quads) 10 Ops x 8 hours x \$15/ hour x 6 units = \$7,200	\$21,600
- San Diego Probation Department	None requested.	\$0
- Carlsbad Police Department	None requested	\$0
- Chula Vista Police Department	Includes fuel and maintenance \$3,800 per year x 15 vehicles	\$57,000
- 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

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
- CA Department of Fish & Game	Warden 2 wardens x 10hr/wk x 27 weeks = 540hrs Cost @ \$60.00/hour = \$32,400	\$32,400
- CA Department of Motor Vehicles	Investigators 3 Inv x 8hrs/day x 2 days/week x 51 weeks weeks = 2,448 hrs Cost @ \$77.87/hr = \$190,626	\$190,626
- California Department of Parks and Recreation	Supervisors and/or Officers 2 Supervisors and/or Officers, each working 10 Hr. shifts, 2 days per week x 40 weeks=1,600 hours Cost @ \$73.00/hr = \$116,800	\$116,800
- San Diego State University Police Department	Monthly Ops Officer 2 officers x 10 hours x 3 shifts a month x 12 months = 660 hours Cost @ \$90.63/hr = \$59,816 Sergeant 1 Sergeant x 10 hours x 3 shifts a month x 11 months = 330 hours Cost @ \$105.32/hr = \$34,776 Task Force Ops Officer 2 officers x 9 hours x 1ops/qtr x 4 qtrs =72 hours Cost @ \$90.63/hr = \$6,525 Sergeant 1 Sergeant x 8 hours x 1ops/qtr x 4 qtrs = 32 hours Cost @ \$105.32/hr = \$3,370	\$104,402
- LA County Sheriff's Department	Personnel includes Deputy, Sergeant and Lieutenant Boat Support 4 personnel x 10 hours x 24 day detail x 4 quarters per year x 1 year= 3,840 hours Cost @ \$101.00/hr = \$387,608 Aircraft Support Sea King 4 personnel x 8 hours x 15 day detail x 4 qtrs x 1 yr = 1,920 hours Cost = \$101/hr = \$193,920 Fixed wing support and ASTAR radiation screening 3 personnel x 8 hours x2 day detail x 4 qtrs x 1 yr = 192 hours Cost @ \$101/hr = \$19,392	\$600,920
- CA Department of Corrections, Office of Correctional Safety	Parole Agent II Supervisor One Parole Agent II Supervisor x 31hrs/month x 12mos = 360 hours Cost @ \$74.46/hr = \$26,806 Parole Agent I Two Parole Agent I x 31hrs/month x 12mos = 372 hrs Cost @ \$70.65/hr = \$26,282	\$52,936
Total Overtime Costs		\$5,308,585
- Fringe Benefits for Peace Officers San Diego Sheriff's Department	Worker's Comp – 4.93% Medicare – 1.45% Total Fringe Benefit Rate: 6.38% 6.38% x \$1,112,009= \$70,946 CC Dispatchers + OASDI 6.2% = 12.58% x \$37,775 = \$4,752	\$75,698
- San Diego Probation Department	Worker's Comp = 3.60% Medicare= 1.45% Total Fringe Benefit Rate: 5.05% 5.05% x \$189,996= \$9,589 Probation Aide + OASDI 6.2% = 11.25% x 3,173 = \$357	\$10,122

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
- 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 = 100 X \$196.88	\$19,688
- San Diego Harbor Police Department	10% of the original cost of vessel	\$11,875
- San Diego Police Department	Includes fuel and maintenance required fee for all added fleet vehicles. \$12,311 x 4	\$49,244
- Orange County Sheriff's Department	SAFE Boat Maintenance Costs 10% of the vessel original cost: \$354,968 x 10%	\$33,722
- CA Highway Patrol	None requested.	\$0
- CA Department of Fish & Game	None requested.	\$0
- CA Department of Motor Vehicles	None requested.	\$0
- California Department of Parks and Recreation	<u>4WD Vehicle Fuel and maintenance</u> \$7,540 per year x 1 vehicle = \$7,540 <u>IRB vessel fuel and Maintenance</u> 10% of vessel cost = \$1,200	\$8,740
- San Diego State University Police Department	None requested.	\$0
- LA County Sheriff's Department	None requested.	\$0
- CA Department of Corrections, Office of Correctional Safety	None requested	\$0
Total Vehicle Maint. Costs		\$201,869
Equipment Maintenance		
- San Diego Sheriff's Department	<u>Monthly 800mhz (RCS) user fee</u> \$26.50 per unit per month x 66 radios = \$21,000 <u>GPS Trackers Monthly Service Fees</u> \$50.00 per month x 30 units = \$18,000 <u>Cellebrite/Penlink Annual Service Fees = \$3,000</u> <u>IB IR camera yearly maint and yearly maint on budgeted IR camera = \$30,000</u>	\$72,800
- San Diego Probation Department	None requested.	\$0
- Carlsbad Police Department	None requested.	\$0
- Chula Vista Police Department	None requested.	\$0
- Coronado Police Department	None requested.	\$0
- El Cajon Police Department	<u>Monthly 800mhz (RCS) user fee</u> \$26.50 per unit per month x 2 radios = \$636 <u>GPS Trackers Monthly Service Fees</u> \$60.00 per month x 2 units = \$1,440	\$2,076
- Escondido Police Department	None requested.	\$0
- La Mesa Police Department	MCT user service fee @ \$ 947 per year	\$947
- National City Police Department	None requested.	\$0
- Oceanside Police Department	None requested.	\$0
- San Diego Harbor Police Department	None requested.	\$0
- San Diego Police Department	None requested.	\$0
- Orange County Sheriff's Department	None requested.	\$0
- CA Highway Patrol	None requested.	\$0
- CA Department of Fish & Game	None requested.	\$0
- CA Department of Motor Vehicles	<u>Monthly 800mhz user fee</u> \$26.50 per unit per month x 7 radios x 12months	\$2,226
- California Department of Parks and Recreation	<u>Monthly 800mhz (RCS) user fee</u> \$25.00 per unit / month x 6 radios x 12 mos = \$1,800 <u>Monthly push to talk user fee</u> \$65.00 per unit x 2 units = \$1,560	\$3,360
- San Diego State University Police Department	None requested.	\$0
- LA County Sheriff's Department	None requested.	\$0
- CA Department of Corrections, Office of Correctional Safety	None requested	\$0
Total Equipment Maint. Costs		\$80,462

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
Fuel		
- San Diego Sheriff's Department	None requested.	\$0
- San Diego Probation Department	None requested.	\$0
- Carlsbad Police Department	None requested.	\$0
- Chula Vista Police Department	None requested.	\$0
- 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	Gallons per shift @ 70 x \$4.75/gallon = \$333 /shift 2 shifts pr week x 50 weeks = 100shifts	\$33,300
- San Diego Harbor Police	2 engines X 10 hours X 2 days X 8 gallons/hour X \$4.50/gallon X 49 weeks	\$70,560
- San Diego Police Department	None requested.	\$0
- Orange County Sheriff's Department	Harbor Division Safe Boat Fuel Costs \$4.25/gallon x 15 gal/hr x 10 hr/op x 114 ops/yr	\$71,400
- CA Highway Patrol	None requested.	\$0
- CA Department of Fish & Game	None requested.	\$0
- CA Department of Motor Vehicles	None requested.	\$0
- California Department of Parks and Recreation	None requested.	\$0
- San Diego State University Police Department	None requested.	\$0
- LA County Sheriff's Department	None requested.	\$0
- CA Department of Corrections, Office of Correctional Safety	None requested	\$0
Total Fuel Costs		\$175,260
Mileage		
- San Diego Sheriff's Department	Includes fuel and maintenance 102,880 miles x \$.51/mile	\$52,468
- San Diego Probation Department	None requested.	\$0
- Carlsbad Police Department	15,896 miles x \$.51/mile	\$8,107
- Chula Vista Police Department	None requested.	\$0
- Coronado Police Department	Includes fuel and maintenance 11,868miles x \$.51/mile	\$6,053
- El Cajon Police Department	Includes fuel and maintenance 15,404 miles x \$.51/mile	\$7,907
- Escondido Police Department	15,588 miles x \$.51/mile	\$7,950
- La Mesa Police Department	26,473 miles x \$.51/mile	\$13,501
- National City Police Department	4,798 miles x\$.51/mile	\$2,447
- Oceanside Police Department	<u>Land based unit</u> 8,692 miles x \$.51/mi	\$4,433
- San Diego Harbor Police Department	5,837 miles x \$.51/mile	\$2,977
- San Diego Police Department	Includes fuel and maintenance 191,767 miles X \$.51/mi	\$97,801
- Orange County Sheriff's Department	4,797 miles x \$.51 per mile	\$2,446
- CA Highway Patrol	83,770 miles per year x \$.51 /mile	\$42,723
- CA Department of Fish & Game	8,484 miles x \$.51/mile	\$4,327
- CA Department of Motor Vehicles	23,527 miles x \$.51/mile	\$11,999
- California Department of Parks and Recreation	14,777 miles per year x \$.51 /mile	\$7,536

San Diego County Probation Department:

Chief Probation Officer Mack Jenkins
OPSG Rep: Deputy 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

San Diego State University Police Department:

Chief John Browning
OPSG Rep: Capt. Lamine Secka
(619) 594-7903

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. Frank Lahaye
(619) 441-1561

Escondido Police Department

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

La Mesa Police Department

Chief Ed Aceves
OPSG Rep: Lt. David Bond
(619) 667-1412

National City Police Department

Chief Adolfo Gonzalez
OPSG Rep: Lt. David Espiritu
(619) 336-4491

Oceanside Police Department:

Chief Frank McCoy
OPSG Rep: Lt. Adam Knowland
(760) 435-4695

Los Angeles County Sheriff's Department:

Sheriff Leroy Baca
OPSG Rep: Jack Ewell
(323) 881-7823

Administration/Logistics/Budget Request	Narrative Justification (Computation of Items)	Federal Request
- San Diego State University Police Department	None requested.	\$0
- LA County Sheriff's Department	None requested.	\$0
- CA Department of Corrections, Office of Correctional Safety	None requested	\$0
Total Mileage Costs		\$272,675
Flight Costs		
- San Diego Sheriff's Department	34 Operations x 4 hours = 136 flight hours x \$522.04 / hour	\$70,997
- San Diego Police Department	21 Operations x 5.5 hours = 114 flight hours x \$412/ hour	\$47,586
- Orange County Sheriff's Department	12 flight hours/wk x 27 weeks = 324 flight hours x \$656.37/hr	\$212,664
- CA Highway Patrol	275 hours x \$345/ hour	\$94,875
Total Flight Costs		\$426,122
New Equipment		
- National City Police Department	(1) Portable Surveillance Camera Trailer \$38,285	\$38,285
- Orange County Sheriff's Department	(1) Defibrillator \$3,000 (1) First Aid Kit, Trauma Type \$600 (1) Airway Management Kit, First Aid \$300 (1) Oxygen Kit, First Aid \$600	\$4,500
- CA Department of Motor Vehicles	(7) Encrypted handheld radios (dual band) with desk & vehicle chargers, and spare battery \$46,480 (7) Extended speaker microphones \$695 (7) Concealable ear bud microphones \$700	\$47,875
- LA County Sheriff's Department	(5) Night vision goggles \$60,297	\$60,297
Total New Equipment Costs		\$150,957
GRAND TOTAL (YEAR 1)		\$6,805,280

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.

CBP Border Patrol-San Diego Sector:

Chief Patrol Agent Paul Beeson

OPSG Rep: (A) Assistant Chief Patrol Agent Jason Liebe

(619) 216-4000

CBP Field Operations-San Diego:

Director Christopher Maston

OPSG Rep: SBPA Joseph Jones

(619) 652-9966

San Diego County Sheriff:

Sheriff William Gore

OPSG Rep: Capt. David Myers

(619) 498-2402

Orange County Sheriff's Department:

Sheriff Sandra Hutchens
OPSG Rep: Sgt. David Ginther
949-673-0933

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: Capt. Tim Lepper
(858) 650-3711

California Department of Parks and Recreation:

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

California Dept. of Corrections, Office of Correctional Safety:

Anthony Chaus
OPSG Rep: Agent Steve Cornwell
(619) 220-5440

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.

D. 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 Office of Assistant Chief Counsel.

Risks:

No extraordinary risks have been associated with this operational plan.

Photos:

None

California Emergency Management Agency (Cal EMA)

Fiscal Year (FY) 2011 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, 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 FY 2011 Investment Justifications submitted to DHS/FEMA and 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 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 regulations applicable to DHS/FEMA grants, including, but not limited to, 44 CFR, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments including, but not limited to, all provisions relevant to the payment of interest earned on advances.
11. Will comply with all provisions of 48 CFR, Part 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.
12. 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.
13. 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 and Cal EMA.
14. 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.
15. Will notify Cal EMA of any developments that have a significant impact on award-supported activities, including changes to key program staff.
16. 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.
17. Will comply, and will assure the compliance of all agents and contractors, with all federal and state statutes 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 against individuals with disabilities.
 - 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. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - 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 of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made.
 - k. 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.

18. 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 of race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to Cal EMA, FEMA and the U.S. Department of Justice Office of Civil Rights, Office of Justice Programs.
19. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
20. 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.
21. 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 \$10,000 or more.
22. 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. Applicant 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.
23. Will comply with all regulations applicable to DHS/FEMA grants including, but not limited to, 44 CFR, Part 10, Environmental Considerations. Applicant will also comply with all state laws, including the California Environmental Quality Act.
24. Agrees not to undertake any project having the potential to impact the EHP resources without the prior written approval of DHS/FEMA and Cal EMA including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions 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.
25. Agrees any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. Subgrantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Cal EMA for review. The EHP Screening Form is part of an Information Bulletin available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.
26. 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 FEMA 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.

27. Will provide any information requested by DHS/FEMA and/or 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), Environmental Justice (12898), and Environmental Quality (11514).
 - 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 (CCR), Title 14, Chapter 3 Sections 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.
28. 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.
29. 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."*
30. 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.
31. The recipient agrees to consult with DHS/FEMA and Cal EMA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
32. 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.
33. 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 19 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).
34. 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.
35. 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.
36. Understands and agrees that the applicant, grantees, subgrantees, recipients, sub-recipients, employees of the applicant, grantees, subgrantees, recipients and subrecipients, may not:
- a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect; or
 - c. Use forced labor in the performance of the award or subawards under the award.

Applicant understands and agrees that Cal EMA and/or DHS/FEMA may unilaterally terminate any award, without penalty, if the subgrantee that is a private entity:

- d. Is determined to have violated a prohibition identified in paragraph 35, subsections a, b, or c; or
- e. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 35 subsection a, b, or c through conduct that is either:
 - i. associated with performance under this award; or
 - ii. imputed to the authorized agent or subrecipient using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Department and Suspension (Non-procurement)," as implemented by DHS/FEMA at 2 CFR, Part 3000.

And further understands that subgrantees and subrecipients must:

- f. Inform Cal EMA immediately of any information received from any source alleging a violation of a prohibition in paragraph 35 subsection a, b, or c;
- g. FEMA's right to terminate unilaterally as described in paragraph 35 implements section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC 7104(g)). The right of FEMA and Cal EMA to terminate this award unilaterally is in addition to all other remedies for noncompliance that are available under this award.

- h. For purposes of this term:
 - i. "Employee" means either:
 - i. an individual employed by the subgrantee or subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. another person engaged in the performance of the project or program under this award and not compensated by the subgrantee or subrecipient, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.
 - iii. "Private entity" means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.
 - iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).
37. 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.
38. 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.
39. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
40. Agrees that no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
41. Agrees that where an award recipient, grantee, subrecipient, or subgrantee has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at: <http://www.dhs.gov/xopnbiz/grants/index.shtml>.

42. Understands that immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:
Telephone: 202-447-5346
E-mail: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, DC 20528

43. Agrees with the requirements regarding Data Universal Numbering System (DUNS) Numbers, meaning if recipients are authorized to make subawards under this award, they must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive or make a subaward to any entity unless the entity has provided its DUNS number.

a. For purposes of this award term, the following definitions will apply:

- i. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- ii. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C, as a Governmental organization, which is a state, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a federal agency, but only as a sub-recipient under an award or subaward to a non-federal entity.
- iii. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
- iv. "Subrecipient" means an entity that receives a subaward from you under this award; and is accountable to you for the use of the federal funds provided by the subaward.

44. 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.

45. 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.
46. 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.
47. 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.
48. 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.
49. 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).
50. Will comply with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 1990.
51. 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.
52. Will comply with Federal Acquisition Regulations (FAR), part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
53. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
54. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program Guidance and Application Kit, and the California Supplement to the

FY 2011 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 FY 2011 Homeland Security Grant Program application. Further, use of FY 2011 funds is limited to those investments included in the California FY 2011 Investment Justifications submitted to DHS/FEMA and Cal EMA and evaluated through the peer review process.

55. Will not make any award or permit any award (subgrant or contract) to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under EOs 12549 and 12689, "Debarment and Suspension".
56. As required by EO 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:
 - a. 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.
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (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 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.
57. 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 ongoing 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 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 Cal EMA, in writing, within 10 calendar days after receiving notice under subparagraph (d)(ii) 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, DC 20531

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

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), 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 paragraph 57 subsections (a), (b), (c), (d), (e), and (f).
58. Will comply with all applicable requirements of all other federal and state laws, EOs, regulations, program and administrative requirements, policies and any other requirements governing this program.
59. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal EMA.
- a. Applicability: unless you are exempt as provided in subsection (d) of this paragraph, subrecipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009.
 - b. Where and when to report: you must report each obligating action described in the following paragraphs to Cal EMA. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2011, the obligation must be reported by no later than December 31, 2011.)
 - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal EMA.
 - d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - i. The total federal funding authorized to date under this award is \$25,000 or more;
 - ii. In the preceding fiscal year, you received 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S.

Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.) You must report subrecipient executive total compensation to Cal EMA by the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

60. Exemptions to Paragraph 59 include: If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report on subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

a. Definitions associated with paragraph 59 include:

- i. "Executive" means officers, managing partners, or any other employees in management positions.
- ii. "Total compensation" means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - Salary and bonus.
 - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - Above-market earnings on deferred compensation which is not tax-qualified.
 - Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

61. 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: _____