

*STAFF REPORT**CITY OF OCEANSIDE*

DATE: March 19, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **RESOLUTION APPROVING AN AGREEMENT WITH THE COUNTY OF SAN DIEGO IN THE AMOUNT OF \$245,000 FOR FY 2013 OPERATION STONEGARDEN GRANT FUNDS**

SYNOPSIS

Staff recommends that the City Council adopt a resolution approving an Agreement with the County of San Diego in the amount of \$245,000 for Operation Stonegarden FY 2013; approving the expenditure plan; appropriating these funds to the Police Department; and authorizing the City Manager, or designee, to execute the Agreement 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 2013 the San Diego County Region was awarded \$6,660,669 to support and enhance law enforcement preparedness and operational readiness along the land and maritime borders of the United States; of which, \$245,000 was allocated to the City of Oceanside for the grant period of September 1, 2013 through May 31, 2015.

ANALYSIS

This is the fifth award OPD has received under this grant. In FY 2009 OPD received funding for overtime to conduct maritime patrols and equipment. In FY 2010 and 2011 OPD received funding to purchase a 35' Full Cabin SAFE boat along with a trailer, 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. In FY 2012 allocation continued to fund overtime for maritime patrols, as well as fuel and maintenance for the vessels. The FY 2013 OPSG will fund overtime for maritime patrols and land-based operations, as well as a tow vehicle for the 35'

SAFE boat and a Videoray Submergible Sonar. OPD's continued participation in OPSG operations helps improve border security and reduce border-related crime through our increased water- and land-based patrol presence.

FISCAL IMPACT

The Police Department plans to use the grant 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	\$64,013	822133700274	5120
Fringe Benefits - Overtime	\$928	822133700274	5207
Fuel - Vessel	\$10,059	822133700274	5320
Equipment	\$170,000	822133700274	5704
Total Allocation	\$245,000		

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 822133700274 to track expenditures under this Agreement. Reimbursement will be deposited into account 822133700274.4382. 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 OPD Harbor Unit's 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 quarterly meeting on April 17, 2014.

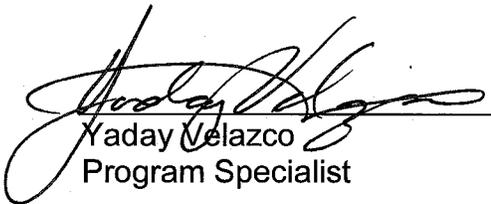
CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving an Agreement with the County of San Diego in the amount of \$245,000 for Operation Stonegarden FY 2013; approving the expenditure plan; appropriating these funds to the Police Department; and authorizing the City Manager, or designee, to execute the Agreement and all other required documents.

PREPARED BY:

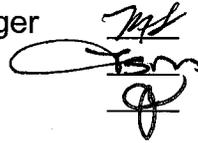

Yaday Velazco
Program Specialist

SUBMITTED BY:


Steven R. Jepsen
City Manager

REVIEWED BY:

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



EXHIBITS/ATTACHMENTS

- Attachment A – Resolution
- Attachment B – Agreement
- Attachment C – FY OPSG Annual Budget Worksheet
- Attachment D – FY 2013 Grant Assurances
- Attachment E – Federal Regulations
- Attachment F – Operations Order Report

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE AUTHORIZING THE APPROVAL OF AN AGREEMENT FOR THE OPERATION STONEGARDEN (OPSG) GRANT WITH THE COUNTY OF SAN DIEGO IN THE AMOUNT OF \$245,000 FOR OPERATION STONEGARDEN FY 2013

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

WHEREAS, the County of San Diego Sheriff's Department was awarded \$6,660,699 in 2013 to support and enhance law enforcement preparedness and operational readiness along the land and maritime borders of the United States; and

WHEREAS, the City of Oceanside desires to accept \$245,000 to fund overtime, fuel cost, and equipment in support of grant activities.

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

SECTION 1. To approve the Agreement for the Operation Stone Garden (OPSG) Grant with the County of San Diego.

SECTION 2. To approve the expenditure plan, set forth in the staff report under the Fiscal Impact section, and to appropriate the funds, in the amounts to be reimbursed as set forth in the memorandum of agreement, to the Police Department.

SECTION 3. To authorize City Manager Steven Jepsen, Police Chief Frank McCoy and/or their designees to sign and execute all documents required.

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2 PASSED AND ADOPTED by the City Council of the City of Oceanside, California,
3 this _____ day of _____, 2014 by the following vote:

4 AYES:

5 NAYS:

6 ABSENT:

7 ABSTAIN:
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10 _____
MAYOR OF THE CITY OF OCEANSIDE

11 ATTEST:

APPROVED AS TO FORM:

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14 City Clerk

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City Attorney

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE AUTHORIZING THE APPROVAL OF AN AGREEMENT FOR THE OPERATION STONEGARDEN (OPSG) GRANT WITH THE COUNTY OF SAN DIEGO IN THE AMOUNT OF \$245,000 FOR OPERATION STONEGARDEN FY 2013

**AGREEMENT FOR THE
OPERATION STONEGARDEN (OPSG) GRANT**

PARTIES TO THE AGREEMENT

This Agreement is among 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 SAN DIEGO STATE UNIVERSITY ("SDSU"), the UNIVERSITY OF CALIFORNIA SAN DIEGO ("UCSD") the COUNTY OF ORANGE ("OC"), the COUNTY OF LOS ANGELES ("LAC"), the COUNTY OF VENTURA ("VC"), the COUNTY OF SANTA BARBARA ("SBC"), the COUNTY OF SAN LUIS OBISPO ("SLOC"), the CALIFORNIA HIGHWAY PATROL ("CHP"), the CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ("CDFW"), the CALIFORNIA DEPARTMENT OF MOTOR VEHICLES ("DMV"), the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR"), and the CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, OFFICE OF CORRECTIONAL SAFETY ("CDCR"), collectively the "PARTIES", for program support of the Operation Stonegarden Grant ("OPSG")."

PARTY DEPARTMENTS OR AGENCIES PARTICIPATING IN THE AGREEMENT

For the COUNTY, participating agencies are Probation Department and the Sheriff's Department ("SHERIFF"). For the CITIES and SDUPD, and Universities, participating agencies are their respective police department. For OC, LAC, VC, SBC, and SLOC, participating agencies are their respective Sheriff's Department. CHP, CDFW, DMV, DPR, and CDC do not have subordinate agencies or department participants.

RECITALS

R.1 COUNTY through SHERIFF requested and received funds from the U.S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (CalOES), under the Fiscal Year (FY) 2013 Operation Stonegarden Grant (OPSG) Program.

R.2 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.

R.3 Government Code §55632 authorizes COUNTY through SHERIFF and PARTIES, to contract with SHERIFF for provision of joint law enforcement services.

R.4 PARTIES desire to enter into an agreement with provisions concerning the nature and extent of OPSG collaboration, services rendered, and compensation.

R.5 COUNTY, by action of the Board of Supervisors Minute Order No. 2 on December 3, 2013, approved and authorized the SHERIFF to execute expenditure contracts to

use FY2013 OPSG 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 the amounts described in Exhibit A – Budget Worksheet, during the project period September 1, 2013 through May 31, 2015.

R.6 PARTIES agree to maintain documentation supporting all expenditures reimbursed from OPSG grant funds, ensure all expenditures are allowable under grant requirements, adhere to their jurisdictions 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.

(a) For accounting purposes, the following is a description of OPSG funds: Federal Grantor Agency: U.S. Department of Homeland Security; Pass Through Agency: California Governor's Office of Emergency Services (CalOES); Program Title: Homeland Security Grant Program; Federal CFDA Number: 97.067.

R.7 PARTIES agree to each of the following Exhibits:

- (a) Exhibit A – FY 2013 Budget Worksheet
- (b) Exhibit B – FY 2013 Grant Assurances as set forth by the CalOES
- (c) Exhibit C – FY 2013 OPSG Operations Order
- (d) Exhibit D - FY 2013 Homeland Security Grant Program Funding Opportunity Announcement (FOA), which can be referenced at http://www.fema.gov/media-library-data/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf
- (e) Exhibit E – FY 2013 The Operation Stonegarden Grant Program State Supplemental Guidance ("Guide"), which can be referenced at <http://www.calema.ca.gov/EMS-HS-HazMat/Pages/Operation-Stonegarden-Program-Documents.aspx>
- (f) Exhibit F – 44 CFR Part 13— Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments ("44 CFR Part 13")

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

AGREEMENT

1. 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 Operation Stonegarden Grant.

2. SCOPE OF SERVICES

2.1 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 program will be staffed as described in section 4. Standards of Service: Obligations of the PARTIES.

2.2 Overview Of Basic Services

PARTIES will provide OPSG activities ("Activities") by increasing law enforcement presence in their designated areas of jurisdiction and 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 and will not enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

3. TERM OF AGREEMENT

3.1 Initial Term

The term of this Agreement shall be retroactive to 12:01 a.m. on September 1, 2013, and shall continue in effect through and terminate at midnight on May 31, 2015; subject to the termination provision in section 3.2.

3.2 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.

4. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

4.1 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 anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by the PARTIES and in Exhibit C – FY XXXX OPSG Operations Order for the applicable grant year, to this Agreement.

4.1.1 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.

4.1.2 Increase intelligence/information sharing among PARTIES, including but not limited to the following activities:

4.1.2.1 Conduct bi-monthly meetings with a minimum of one representative from each PARTY.

4.1.2.2 Increase information sharing during operations.

4.1.3 Prior to OPSG Operations, PARTIES Designated Coordinator, as outlined in Section 4.2.3, should submit an Operations Plan to the Integrated Planning Team (IPT) at least 72 hours prior to the operation. The IPT is comprised of the SHERIFF and US Border Patrol sworn grant representatives. The role of the IPT is to work together to provide support and guidance to the local, state and federal law enforcement stakeholders within the grant. The Operations Plan is to be submitted via email to the current IPT point of contact and to SDCOPSG2008@cbp.dhs.gov.

4.1.4 At the conclusion of each shift (Operation) funded by OPSG, state/local law enforcement officers in each agency will complete a Daily Activity Report (DAR). The DAR will be submitted via email to Customs and Border Protection Sector Headquarters at: SDCOPSG2008@cbp.dhs.gov and SHERIFF at: stonegarden@sdsheriff.org. The work week for OPSG is Wednesday – Tuesday.

4.1.5 At the conclusion of each shift (Operation) funded by OPSG, the Operations Coordinator will email all backup source documents (e.g. arrest reports, citations, field interviews, etc.) to SDCOPSG2008@cbp.dhs.gov for review.

4.1.6 Each partner agency will send their weekly/bi-weekly/monthly OPSG schedule (whichever applies), utilizing the appropriate format, to the current IPT point of contact and to SDCOPSG2008@cbp.dhs.gov as it becomes available. All schedules will be compiled and sent to the Law Enforcement Coordination Center (LECC).

4.2 Personnel Qualifications And Assignment

4.2.1 Qualifications

Each PARTY shall ensure that personnel it assigns to perform activities pursuant to this Agreement meet the minimum qualification for their specific classification.

4.2.2 Management, Direction and Supervision; Independent Contractors

The hiring, firing, management, direction, and supervision of each PARTY's personnel, the standards of performance, the discipline of each PARTY'S personnel, and all other matters incident to the performance of such services, shall be performed by and be the responsibility of each PARTY in each PARTY's sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each PARTY shall be the appointing authority for all its personnel provided to OPSG by this AGREEMENT. PARTIES shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to any other PARTY's personnel.

Each PARTY and its respective officers, agents and employees are independent contractors and are not officers, agents and employees of any other PARTY. Each PARTY's personnel are under the direct and exclusive supervision of that PARTY, and each PARTY assumes full responsibility for the performance of its own personnel in connection with this Agreement. No PARTY has the authority to bind any other PARTY.

4.2.3 Designated Coordinators

SHERIFF shall select and designate a Coordinator, at the rank of Sheriff's Lieutenant, who shall manage and direct the OPSG program. Each other PARTY shall select

and designate a Coordinator for their respective agency under this Agreement. The Designated Coordinators for each PARTY shall serve as their agency contact and 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.

4.2.4 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.

4.2.5 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 and all 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.

PARTIES will maintain an inventory list of all equipment purchased with OPSG funds and when practicable, the equipment shall be prominently labeled as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security*" per federal guidelines.

5. COST OF SERVICES/CONSIDERATION

5.1 General

5.1.1 As full consideration for the satisfactory performance and completion by PARTIES of Activities set forth in this Agreement, COUNTY through SHERIFF shall reimburse PARTIES for personnel assigned to perform OPSG Activities on the basis of claims and submittals as set forth hereunder. Such payments by COUNTY through SHERIFF are dependent on the continued availability of funds from the U.S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (CalOES).

5.1.2 PARTIES agree that awarded funds, identified as allowable costs, as set forth in Exhibit D shall be expended only for Activities, operating expenses, and equipment as detailed in Exhibit A – FY XXXX Budget Worksheet for the applicable grant year and that unallowable costs are not reimbursable as set forth in Exhibit D.

5.1.3 No reimbursement shall be made to a PARTY during any period of time within which that PARTY is in default on filing any informational or financial reports required by the COUNTY through SHERIFF. SHERIFF shall make any necessary adjustments to PARTY claims to correct for previous overpayment and disallowances or underpayments.

5.2 Project Costs/Rate of Compensation

COUNTY through SHERIFF shall reimburse PARTIES for overtime worked by personnel assigned to perform OPSG Activities and shall reimburse for equipment and vehicle purchases, equipment and vehicle maintenance, flight costs, fuel, and mileage based upon available funding and the actual costs incurred by PARTIES to provide Activities, purchase and maintain equipment and vehicles, flight costs, fuel, and mileage, under this Agreement, provided the costs were included in the approved Operations Order.

5.3 Method of Payment

PARTIES shall submit correct and complete reimbursement forms, labor reports, timesheets, corresponding Daily Activity Reports, equipment invoices and purchase orders as documentation that represents amounts to be reimbursed under this Agreement to SHERIFF within 90 days from the date expenditure was incurred. All requests for reimbursement shall be sent to: San Diego County Sheriff's Department, Grants Unit, Ref: OPSG, P. O. Box 939062, San Diego, CA 92193.

5.3.1 Reimbursement forms and invoices must have the signature of PARTY's Authorized Agent, certifying that the invoice, labor reports and timesheets are true and correct.

5.3.2 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.

5.3.3 Within sixty (60) business days upon receipt of valid invoice and complete documentation, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

5.3.4 Each PARTY is responsible for tracking the claims submitted by their agency to ensure the total claims do not exceed the Agency allocations provided in Exhibit A.

5.4 Reimbursement Disallowances

PARTIES who do not comply with the procedures set forth in Section 5.3 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.

6. PROGRAM/FINANCIAL ADMINISTRATION

6.1 PARTIES shall use Exhibit D and E for the applicable grant year developed by the DHS and CalOES, and Exhibit F – 44 CFR Part 13, as the primary reference and day-to-day management tool in all programmatic, financial, and grant administration matters. The Guide, FOA 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 CalOES policy, regulations, and statutes.

6.1.1 Contract Provisions

PARTIES shall ensure that ALL contracts are adhering to the 13 required provisions found in Exhibit F - 44 CFR, Part 13, Subpart C, Section 13.36 (i). Reimbursement claims associated with contracts that are found to be in non-compliance with the required 13 provisions will be denied.

6.1.2 Sole Source Purchases

PARTIES must request and receive prior approval from CalOES, through SHERIFF, for any sole source procurement of goods or services per 44 CFR Section 13.36.

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

7.1 Workers Compensation And Employment

7.1.2 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.

7.1.2 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.

7.2 Indemnification Related To Acts Or Omissions; Negligence

7.2.1 Claims Arising From Sole Acts or Omissions of a PARTY

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers and employees, from any claim, action or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this Agreement. At each PARTY's sole discretion, each PARTY may

participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

7.2.2 Claims Arising From Concurrent Acts or Omissions

The PARTIES hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 7.2.4 below.

7.2.3 Joint Defense

Notwithstanding paragraph 7.2.2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

7.2.4 Reimbursement and/or Reallocation

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

8. GENERAL PROVISIONS

8.1 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
Chula Vista Police Department
315 Fourth Avenue
Chula Vista, CA 91910

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

Chief of Police
El Cajon Police Department
100 Civic Center Way
El Cajon, CA 92020-3916

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 Department
3380 N. Harbor Dr.
San Diego, CA 92101

Chief of Police
Public Safety / Police Department
San Diego State University
5500 Campanile Drive
San Diego, CA 92182-4390

Sheriff
San Luis Obispo County Sheriff's
Office
1585 Kansas Avenue
San Luis Obispo, CA 93405

Chief of Police
University of California San Diego
9500 Gilman Drive #0017
La Jolla, CA 92093

Sheriff
Los Angeles County Sheriff's Department
Special Enforcement Bureau
1060 N. Eastern Ave.
Los Angeles, CA 90063

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

Sheriff
Santa Barbara County Sheriff's Office
4434 Calle Real
Santa Barbara, CA 93110

Sheriff
Ventura County Sheriff's Office
800 South Victoria Avenue
Ventura, CA 93009

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

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

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

Chief
California Highway Patrol
9330 Farnham St.
San Diego, CA 92123

Chief - Office of Correctional Safety
California Department of Corrections,
and Rehabilitation
1515 S Street, Room 201-North
Sacramento, CA 95811

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.

8.2 Amendment

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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 Cooperation

COUNTY through SHERIFF and Non-County PARTIES will cooperate in good faith to implement this Agreement.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 Termination of Funding

In the event that funding for reimbursement of costs related to OPSG Activities is terminated by the DHS, 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.

8.13 Obligation

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

8.14 California Law

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 _____, 2014.

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

William D. Gore
Sheriff

**CARLSBAD POLICE
DEPARTMENT**

Gary Morrison
Chief

**CORONADO POLICE
DEPARTMENT**

Jon Froomin
Chief

**ESCONDIDO POLICE
DEPARTMENT**

Craig Carter
Chief

**NATIONAL CITY
POLICE DEPARTMENT**

Manuel Rodriguez
Chief

**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

Mack Jenkins
Chief

**CHULA VISTA
POLICE DEPARTMENT**

David Bejarano
Chief

**EL CAJON
POLICE DEPARTMENT**

Jim Redman
Chief

**LA MESA POLICE
POLICE DEPARTMENT**

Ed Aceves
Chief

**OCEANSIDE POLICE
DEPARTMENT**

Frank McCoy
Chief

**SAN DIEGO POLICE
DEPARTMENT**

William Lansdowne
Chief

**SAN DIEGO HARBOR POLICE
DEPARTMENT**

John Bolduc
Chief

**UNIVERSITY OF CALIFORNIA
SAN DIEGO POLICE DEPARTMENT**

Orville King
Chief

**ORANGE COUNTY
SHERIFF'S DEPARTMENT**

Sandra Hutchens
Sheriff

**SANTA BARBARA COUNTY
SHERIFF'S OFFICE**

Bill Brown
Sheriff-Coroner

**CALIFORNIA HIGHWAY
PATROL**

Jim Abele
Chief, Border Division

CITY OF SAN DIEGO

Mayor Todd Gloria (Interim)
or Designee

**SAN DIEGO STATE UNIVERSITY
POLICE DEPARTMENT**

John Browning
Chief

**LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT**

Sheriff

**SAN LUIS OBISPO COUNTY
SHERIFF'S OFFICE**

Ian Parkinson
Sheriff

**VENTURA COUNTY SHERIFF'S
OFFICE**

Geoff Dean
Sheriff

**CALIFORNIA DEPARTMENT
OF FISH AND WILDLIFE**

Lisa Gallegos
Chief, Business Management Branch

**CALIFORNIA DEPARTMENT OF
CORRECTIONS & REHABILITATION**

Anthony Chau
Chief- Office of Correctional Safety

**CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION**

Clay Phillips
(A) District Superintendent

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

Dana L. Begley
Senior Deputy

Approved as to form and legality:
ORANGE COUNTY COUNSEL

Nicole A. Sims
Senior Deputy

**CALIFORNIA DEPARTMENT
OF MOTOR VEHICLES**

Frank Alvarez
Chief, Investigations

Approved as to form and legality:
**JAN GOLDSMITH, CITY ATTY.,
CITY OF SAN DIEGO**

Linda L. Peter
Deputy City Attorney

**FY 2013 OPERATION STONEGARDEN
ANNUAL BUDGET WORKSHEET
SUMMARY**

AGENCY NAME	Budget Narrative Category										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	M&A		
San Diego County Sheriff's Department	1,751,731	135,367	20,000	87,750	1,297,020	5,000	28,557	5,000	25,274	3,355,699	
San Diego County Probation	94,335	5,665	-	-	-	-	-	-	-	100,000	
Carlsbad Police Department	23,504	341	-	-	-	-	1,155	-	-	25,000	
Chula Vista Police Department	118,285	1,715	-	-	-	-	-	-	-	120,000	
Coronado Police Department	22,411	2,377	-	-	-	-	212	-	-	25,000	
El Cajon Police Department	22,915	1,474	-	-	-	-	611	-	-	25,000	
Escondido Police Department	50,000	-	-	-	-	-	-	-	-	50,000	
La Mesa Police Department	43,655	6,018	-	-	-	-	327	-	-	50,000	
National City Police Department	30,050	3,303	-	-	-	-	1,647	-	-	35,000	
Oceanside Police Department	64,013	928	-	-	170,000	10,059	-	-	-	245,000	
San Diego Harbor Police	96,452	12,539	-	-	-	10,509	500	-	-	120,000	
San Diego Police Department	149,297	-	-	-	-	-	703	-	-	150,000	
San Diego State University Police Department	15,000	-	-	-	-	-	-	-	-	15,000	
LA County Sheriff's Department	350,000	-	-	-	-	-	-	-	-	350,000	
Orange County Sheriff's Department	48,368	10,355	7,099	-	45,000	4,992	500	3,686	-	120,000	
San Luis Obispo County Sheriff's Office	179,600	19,900	-	-	150,500	-	-	-	-	350,000	
Santa Barbara County Sheriff's Office	179,986	2,610	-	-	184,790	-	585	7,029	-	375,000	
Ventura County Sheriff's Office	168,982	13,176	2,016	-	150,000	3,780	1,846	10,200	-	350,000	
CA Highway Patrol	185,030	3,845	-	-	-	-	1,125	10,000	-	200,000	
CA Department of Fish and Wildlife	23,040	1,763	-	-	-	-	197	-	-	25,000	
CA Department of Motor Vehicles, Investigators	24,510	355	-	-	-	-	135	-	-	25,000	
CA Department of Parks and Recreation	247,616	3,590	5,000	1,200	250,000	-	2,594	-	-	510,000	
CA Department of Corrections & Rehabilitation	15,000	-	-	-	-	-	-	-	-	15,000	
University of California San Diego Police Department	25,000	-	-	-	-	-	-	-	-	25,000	
Grand Total San Diego County Region	\$ 3,928,780	\$ 225,321	\$ 34,115	\$ 88,950	\$ 2,247,310	\$ 34,340	\$ 40,694	\$ 35,915	\$ 25,274	\$ 6,660,699	

California Governor's Office of Emergency Services
FY 2013 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 all allocations and use of funds under this grant will be in accordance with the Fiscal Year 2013 HSGP Funding Opportunity Announcement.
2. Will assure that grant funds will support efforts related to providing an integrated mechanism to enhance the coordination of national priority efforts to prepare for, prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.
3. Has the legal authority to apply for federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES).
4. 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 and Urban Area Security Initiative) or fiscal years.
5. Will comply with any cost sharing commitments included in the FY2013 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.
6. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.
7. Will give the DHS/FEMA, the General Accounting Office, the Comptroller General of the United States, the Cal OES, the Office of Inspector General, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the award, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by DHS/FEMA or Cal OES, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.
8. Will require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing DHS/FEMA access to records, accounts, documents, information, facilities, and staff.
 - a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS/FEMA or Cal OES.
 - b. Recipients must give DHS/FEMA and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to

- facilities, personnel, and other individuals and information as may be necessary, as required by DHS/FEMA and Cal OES program guidance, requirements, and applicable laws.
- c. Recipients must submit timely, complete, and accurate reports to the appropriate DHS/FEMA and Cal OES officials and maintain appropriate documentation to support these reports.
 - d. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - e. If, during the past three years, the Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/FEMA/Cal OES awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - f. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the Recipient, or the Recipient settles a case or matter alleging such discrimination, Recipients must forward a copy of the complaint and findings to the DHS/FEMA Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
9. Will comply with any other special reporting, 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, or detailed in the program guidance.
 10. 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) the baseline level of capability as defined by the Fusion Capability Planning Tool.
 11. Will initiate and complete the work within the applicable timeframe, in accordance with grant award terms and requirements, after receipt of approval from Cal OES, and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.
 12. Will provide timely, complete and accurate progress reports, and maintain appropriate documentation to support the reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP), within 45 (forty-five) days of the award, and update these reports and related documentation via the Grant Reporting Tool (GRT) twice each year.
 13. Will provide timely notifications to Cal OES of any developments that have a significant impact on award-supported activities, including changes to key program staff.
 14. Agrees to be non-delinquent in the repayment of any federal debt. Examples of relevant debt may be found in OMB Circular A-129, form SF-424, item #17, and include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.
 15. Will comply with the requirement of 31 U.S.C. Section 3729, which sets forth that no subgrantee, Recipient or subrecipient of federal payments shall submit a false claim for payment, reimbursement or advance. Administrative remedies may be found in 38 U.S.C. Section 3801-3812, addressing false claims and statements made.
 16. Will comply with all federal and state laws, executive orders, regulations, program and administrative requirements, cost principles, audit requirements, policies and any other terms and conditions applicable to this award.
 17. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.

18. Will comply with Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215; requirements for allowable costs/cost principles in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27); OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230; and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as applicable.
19. Will comply with all provisions of the Federal Acquisition Regulations including, but not limited to, Title 48 CFR Part 31.2, Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
20. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
21. 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 connections.
22. 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 OES.
23. Will comply with all applicable lobbying prohibitions and laws, including those found in United States Code Title 31, § 1352, *et seq.*, and agrees that none of the funds provided under this award may be expended by the Recipient to pay any person to influence, or attempt 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 any federal action concerning the award or renewal of any federal contract, grant, loan, or cooperative agreement.
24. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.
25. Will comply with Title 2 of the Code of Federal Regulations regarding duplication of benefits, whereby any cost allocable to a particular federal award or cost objective under the principles provided for in this agreement may not be charged to other federal awards to overcome fund deficiencies.
26. Will ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Subgrantees and subrecipients may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
27. 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.
28. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964, Public Law 88-352,(42 U.S.C. § 2000d *et seq.*), , as amended, which prohibits discrimination on the basis of race, color and national origin.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*), which prohibits discrimination on the basis of gender.
 - c. The Americans with Disabilities Act, as amended, which prohibits Recipients from discriminating on the basis of disability (42 U.S.C. § 12101 *et seq.*).
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in any program receiving federal financial assistance.
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age.
 - f. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - g. 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.
 - h. 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.
 - i. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*, as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
 - j. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - k. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for federal assistance is being made and any other applicable statutes.
 - l. Will, in the event that a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - n. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
29. 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.
30. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.
31. 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. Agrees not to undertake any project having the potential to impact EHP resources without the prior written approval of DHS/FEMA and Cal OES, 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 and

Cal OES 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 and Cal OES and the appropriate State Historic Preservation Office.

32. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Subgrantees must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their Cal OES program representative, for processing by the DHS/FEMA Grants Program Directorate EHP.
33. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc
34. 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 OES and the DHS/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.
35. Will provide any information requested by DHS/FEMA and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:
 - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 *et seq.*).
 - d. Conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 *et seq.*).
 - e. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - f. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098, and California Code of Regulations, 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.
36. 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, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.
37. Agrees that subgrantees and subrecipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Subgrantees and subrecipients may also find DHS Privacy Impact Assessments, guidance and templates online at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

38. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.
39. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all subgrantees, recipients, and subrecipients must ensure that all conference, meeting, convention, or training space, funded in whole or in part with federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.
40. 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."*
41. 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. The Recipient agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding and 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 funds received which exceed the approved, actual expenditures as determined 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. Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
 - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.
 - e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per federal fiscal year.
42. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
43. 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.
44. 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.
45. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. 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 granted access to such information by appropriate authorities.

46. Agrees that where an Award Recipient 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, subrecipient, 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, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
47. Immediately upon determination by the Award Recipient that funding under this award may be used to support a contract, subaward, or other agreement involving access to classified national security information pursuant to paragraph 47, 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, and the applicable federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:
Telephone: 202-447-5346
Email: DD254AdministrativeSecurity@dhs.gov
Mail: Department of Homeland Security
Office of the Chief Security Officer
ATTN: ASD/Industrial Security Program Branch
Washington, D.C. 20528

48. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential subrecipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.
49. For purposes of this award term, the following definitions will apply:
 - a. "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>.
 - b. "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 subrecipient under an award or subaward to a non-federal entity.
 - c. "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 § 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.
 - d. "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.

50. 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. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction sub-agreements.
51. 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.
52. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide.
53. Agrees that all allocations and use of funds under this grant will be in accordance with the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement, and the California Supplement to the FY 2013 Homeland Security Grant Program Funding Opportunity Announcement. 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 FY2013 Homeland Security Grant Program application. Further, use of FY13 funds is limited to those investments included in the California FY13 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.
54. Will comply with Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*. The adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
55. Will comply with OMB Standard Form 424B Assurances – Non-construction Programs, whereby the awarding agency may require subgrantees and subrecipients to certify to additional assurances.
56. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, “Debarment and Suspension”. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the Applicant will provide protection against waste, fraud and abuse, by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. 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
 - d. 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. Will comply with requirements to acknowledge federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
58. Will comply with requirements that publications or other exercise of copyright for any work first produced under federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works. The Recipient shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of government sponsorship (including award number) to any work first produced under an award.
59. Will obtain, via Cal OES, the prior approval from DHS on any use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
60. Will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
61. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 *et seq.*), which requires that all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. The Recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
62. Will comply with the requirements of the government-wide award term which implements § 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the Recipient or a subrecipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect; or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
63. Will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance; national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI,

Recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to <http://www.lep.gov>.

64. Will comply with the requirements of 42 U.S.C. § 7401 *et seq.* and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
65. Will comply with the requirements of the federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable state and local law and is not directly regulated by 45 CFR Part 46.
66. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 *et seq.*, which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
67. Will comply with the requirements of § 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate state or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
68. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 *et seq.*), which provides that no federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
69. Will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of § 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
70. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective,

bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

71. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
- a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in § 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
 - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. 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 OES. 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>. Subgrantees must report subrecipient executive total compensation to Cal OES by the end of the month following the month during which you make the subaward. Exemptions 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.
 - 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 § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 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 § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.
72. 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: _____

EXHIBIT E

1. **FEDERAL REGULATIONS.** When using federal funds, the County of San Diego shall comply with the following provisions, pursuant to 44 C.F.R. 13.36, subd. (i):
 - (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
 - (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$ 10,000)
 - (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$ 10,000 by grantees and their contractors or subgrantees)
 - (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)
 - (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$ 2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
 - (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$ 2000, and in excess of \$ 2500 for other contracts which involve the employment of mechanics or laborers)
 - (7) Notice of awarding agency requirements and regulations pertaining to reporting.
 - (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
 - (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$ 100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

The above provisions can be referenced at:

<http://www.calema.ca.gov/GrantsMonitoring/Documents/CFR%20Regs/44CFRPart13.pdf>

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

Op Order Name: SDC OPSG FY2013 Op Order Annual
Op Order Number: 14-SDCSDC-11-004 Version 0
Op Dates: From: 10/1/2013 To: 9/30/2014
Report Date: 12/19/2013

Executive Summary

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

Historically, San Diego County has been a highly favored operational area for alien and drug smuggling organizations. The close proximity of Tijuana, Mexico to San Diego, population density, significant coastline, and extensive transportation networks leading to the interior immediately north of the border make San Diego a consistently lucrative target. Border-related crime represents an all-threat environment in that the primary criminal activity (drug/human smuggling) often results in cross-border criminal organizations and individuals undertaking secondary and frequently, tertiary criminal activities that involve a wider range of crimes (kidnappings, assaults, murders, money laundering, cross-border weapons trafficking, etc.). These criminal activities, when undertaken in the U.S., constitute a threat to domestic security, subsequently triggering involvement by state and local law enforcement.

Law enforcement partnerships between federal, state, and local entities are critical to improving operational control of the border. Grant funding via Operation Stonegarden (OPSG) will be utilized by local units of government to target border-related crime. Utilizing an all-threats approach in collaboration with CBP/Border Patrol, state and local law enforcement agencies will exercise their unique jurisdictional capabilities in order to collaboratively address border security issues.

I. SITUATION

A. General Situation:

Presently, San Diego County's (San Diego Sector) approximate sixty miles of international border has effective level of security that is commensurate with known and identified risks associated with criminal organizations. The incidence of border violence associated with competing drug cartels in the Tijuana/Tecate areas has continued and still has great potential to spread into the United States. Frequent assaults against Border Patrol Agents are a common diversionary tactic utilized by smuggling organizations to further their criminal activity. During a particularly volatile situation on July 23, 2009, Border Patrol Agent Robert Rosas was murdered in close proximity to the border fence while responding to alien traffic in the Campo Station AOR. As security of the border is established and/or expanded within key target zones, criminal

organizations resort to increasingly elaborate smuggling methods such as sophisticated cross-border tunnels, watercraft in the maritime environment, and ultra-light aircraft. C3 (California Corridor Campaign), the San Diego Sector's FY 2013 enforcement strategy, will address specific threats posed by such organizations and aggressively integrate OPSG assets to reduce violent crime along the border, increase border security, and improve the quality of life within affected communities throughout the San Diego operational AOR.

As the Maritime Threat continues to increase in San Diego's AOR it has been necessary to move funds up along the coast to address emerging maritime Panga smuggling events in Ventura, Santa Barbara and San Luis Obispo counties.

Since its inception, the intent of OPSG has been to enhance law enforcement preparedness and operational readiness along the nation's borders. The Department of Homeland Security Appropriations Act 2010 (PL 111-83), via the Homeland Security Grant Program, allocated \$55 million for use by local units of government to increase coordination and enforcement capabilities in support of Department of Homeland Security (DHS) goals including those outlined in the Border Patrol National Strategy. San Diego County received \$6,660,699 which will be utilized for OPSG enforcement efforts throughout FY 2013.

B. Terrain/Weather:

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

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

Weather conditions vary greatly throughout the County. The western corridor generally maintains year round mild temperatures that average 50 to 80 degrees. The central and eastern corridors can experience extremes in temperatures ranging from subfreezing to well over 100 degrees. San Diego County experiences an average annual rainfall of 16 inches. Eastern portions of the County can experience occasional snowfall and high winds. In addition, the western portion of the County experiences frequent coastal eddies (a combination of low clouds and fog), which extend several miles inland.

Wildfires are a very real and persistent threat throughout the County. The fire season extends from May through November. Historically, wildfires have resulted in the devastating loss of life and property.

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

Los Angeles and Orange Counties represent a rugged coastline along with weather patterns that are much like that of San Diego County. Los Angeles County includes the Islands of Catalina and San Clemente. These islands are remote and desolate and represent an area of great concern for the San Diego Sector.

California State Parks and the California Highway Patrol are working together in remote areas in Santa Barbara, Ventura and San Luis Obispo Counties with the Sheriff's Offices in each of those counties, as the Maritime threat continues to move north along the California Coast.

C. Criminal Element:

Alien and drug smuggling organizations continue to pose significant threats throughout the area. These organizations have become increasingly sophisticated and use counter surveillance, diversionary tactics, night vision devices, and secure communications while conducting operations. Trans-border kidnappings, extortion, murder, and intimidation are common results of cartel competition for lucrative territory. Debriefings of aliens and foot guides, examination of pocket trash, and officer observations indicate substantial intelligence gathering efforts against law enforcement operations by area criminal organizations.

Smugglers frequently utilize dangerous tactics in order to further their cargo into the United States. Among these are failures to yield when vehicle or checkpoint stops are initiated, abandonment of the smuggling vehicle by the driver while it is still in motion, wrong-way driving on freeways north through the Mexican Port of Entry into the southbound lanes of Interstate 5, and the overloading of boats with human cargo. The abandonment of individuals or entire groups by their guides in remote, inhospitable environments is not uncommon and has resulted in a significant number of deaths. Smuggling organizations using these, and other tactics, have been historically responsible for several assaults on Border Patrol Agents and local law enforcement officers.

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
Santa Barbara County Sheriff's Department
San Luis Obispo County Sheriff's Department
Ventura County Sheriff's Department
California Department of Motor Vehicles
California Department of Fish and Wildlife
California Highway Patrol
California Department of Parks and Recreation
California Department of Corrections and Rehabilitation, Office of Correctional Safety
University of California Police Department

II. MISSION

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

- Disrupting and degrading targeted transnational criminal organizations (TCO's)
- Enhancing land/coastal border detection and interdiction capabilities
- Expanding formal communication, intelligence protocols, and nontraditional intelligence/fusion opportunities
- Targeting criminal transportation cells

III. EXECUTION

A. Management/Supervisor Intent:

Participating OPSG law enforcement agencies will enforce local/state laws within their jurisdiction and will not enforce immigration laws (Title 8 USC) on behalf of CBP/Border Patrol. Each participating agency will conduct enforcement activities that have a nexus and contribute to border security as described in the "Specific Responsibilities" section of this plan.

B. General Concept:

OPSG operational activities will emphasize those measures that increase border security in direct collaboration with CBP/Border Patrol. 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 hours/activities will be determined jointly throughout the quarter(s) between the San Diego Sector unified command staff and the OPSG Integrated Planning Team (IPT). Maritime-specific operations will be coordinated jointly with the Regional Coordinating Mechanism (RECOM). This operational concept does not result in a change or extension of Federal authority to state or local law enforcement agencies to enforce Federal immigration laws (Title 8 USC). It is anticipated however, that increased enforcement activities under OPSG will significantly impact the ability of criminal organizations to operate within the greater San Diego, Orange, Los Angeles, Ventura, Santa Barbara, and San Luis Obispo County areas to 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). If Federal immigration violations are encountered, state and local agencies may refer those violations to the Border Patrol for appropriate action consistent with current policies and practices. This plan is subject to approval by the Chief Patrol Agent-San Diego Sector and the Office of Border Patrol prior to release of OPSG funds.

C. Specific Responsibilities:

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

Objective: Raise the level of border security and reduce the threat of border-related crime by increasing law enforcement presence and special operations in rural and coastal areas, communities, and routes of egress throughout the Sector AOR.

SDSD will not enforce Title 8 (US Immigration law). SDSD will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with transnational criminal organizations. SDSD will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

Imperial Beach-

- Patrols (days and times of shift to be determined during weekly RECOM meetings) in the vicinity of Seacoast Dr, Border Field State Park and adjacent beach areas. Deputies will coordinate efforts and provide coastal observation for maritime enforcement assets patrolling the immediate coastline.
- Coordinated intelligence based criminal interdiction operations once per month in the Imperial Beach and South San Diego areas.

Chula Vista-

- Patrols in the vicinity of Otay Lakes Road from Wueste Road to Highway 94 and/or Alta Road to Otay Mesa Road.
- Multiple special operations as necessary including: traffic enforcement in the vicinity of Donovan and George Bailey Detention Facilities, off-road vehicle enforcement on Otay Mesa, joint bandit interdiction operations on Otay Mountain, and joint narcotic interdiction in Otay Valley.

Brown Field/El Cajon-

- Border egress patrols in the vicinity of Highway 94 from Barrett Lake Road to Forest Gate Road and adjacent communities. Special emphasis on State Route 188 and Tecate.

Campo/Boulevard-

- Border egress patrols in the vicinity of Hwy 94 from Campo to Jacumba and intersecting routes north to Interstate 8, to include Pine Valley and Border Patrol I-8/Old Hwy 80 westbound checkpoints.

San Clemente-

- Maritime interdiction/coastal observation and patrols at or near beach communities from San Clemente north (days and times of shift to be determined during bi-weekly RECOM meetings).

Sector-wide-Special Ops

- SDDSD, Sector and Station Special Operations Groups and Intelligence Units in conjunction with OPSG Partners and Task Forces will conduct intelligence-based operations within the San Diego Sector during the time period outlined during the Border Patrol weekly Unified Command meetings, along with the RECOM and OPSG Integrated Planning Team.
- SDDSD dispatchers and/or Lieutenant-field operations may be utilized to support high visibility enforcement actions when multiple stakeholders and/or multiple SDDSD units are engaged and/or while working under the ICS system.
- Conduct ASTREA flight operations in support of SDDSD/OPSG stakeholders. All OPSG air operations will de-conflict with CBP Air San Diego and notify the San Diego Sector Communications Center (619) 498-9900 prior to flight.

SDDSD may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

2. San Diego County Probation Department

Objective: Raise the level of border security by identifying and initiating prosecution proceedings for apprehended aliens and border crime-related criminals in violation of probation.

Probation Officers will conduct fourth waiver searches of probationers located within the designated targeted areas to ensure compliance with court orders.

Probation Officers will not enforce Title 8 (US Immigration law). Probation Officers will enforce state law against criminal violators in target areas. San Diego County Probation will utilize OPSG funding for overtime, fuel, mileage, and vehicle maintenance in order to support operations as follows:

- Probation Officers will perform fourth waiver searches county-wide for individuals with a history of border nexus related crime. In addition, Officers will develop intelligence-based target lists for field operations within OPSG boundaries.
- Probation Officers will generate focus reports for probationer's specific to OPSG, respond to after-hour calls in the field requesting re-arrest authorizations, or as operations dictate.

San Diego County Probation Department may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

3. San Diego Police Department (SDPD)

Objective: Raise the level of border security and reduce the threat of border-related crime by increasing law enforcement presence and special operations in urban and coastal areas, communities, and routes of egress related to the border in the Imperial Beach and Chula Vista Station AORs.

SDPD will not enforce Title 8 (US Immigration law). SDPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with transnational criminal organizations. SDPD will utilize OPSG-S funding for overtime, fuel, mileage, vehicle/vessel maintenance, and equipment in order to support operations as follows:

- Conduct patrols utilizing boats, bicycles, ATVs, 4x4 vehicles and/or patrol cars in and around Mission Bay boat launching ramps and docks and adjacent beach areas.
- Conduct high visibility intelligence-based criminal interdiction operations targeting transnational criminal activity within the city limits of San Diego and known smuggling corridors.
- Conduct ABLE flight operations in support of OPSG operations. Each operation will consist of one aircraft, a pilot, and an observer.

All OPSG air operations will de-conflict with CBP Air San Diego and notify the San Diego Sector Communications Center (619) 498-9900 prior to flight.

SDPD may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

4. San Diego Harbor Police (SDHP)

Objective: Increase security for California coastline and deny marine egress routes to smuggling organizations operating in the maritime environment.

SDHP will not enforce Title 8 (US Immigration law). SDHP will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with transnational criminal organizations. SDHP will utilize OPSG funding for overtime, fuel, mileage, vehicle/vessel maintenance, and equipment in order to support operations as follows:

- Patrol coastal waters and/or tidelands on the California coastline.
- Conduct boat ramp/marina patrol in the San Diego Sector AOR.

SDHP may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

5. San Diego State University Police Department (SDSUPD)

Objective: Raise the level of border security and reduce the threat of border-related crime by increasing law enforcement presence and special operations in the SDSUPD AOR.

SDSUPD will not enforce Title 8 (US Immigration law). SDSUPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with transnational criminal organizations. SDSUPD will utilize OPSG funding for overtime, fuel, mileage, vehicle/vessel maintenance, and equipment in order to support operations as follows:

- Conduct interdiction operations on trolleys and routes of egress from the border

SDSUPD may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

6. Carlsbad Police Department

Objective: Increase security for immediate coastline and deny marine egress routes to smuggling organizations operating in the maritime environment within the San Clemente Station AOR.

Carlsbad PD will not enforce Title 8 (US Immigration law). Carlsbad PD will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with transnational criminal organizations. Carlsbad PD will utilize OPSG-S funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

- Conduct weekly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR.
- Conduct interdiction operations on coastline roadways and routes of egress from the border.

Carlsbad PD may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

7. Chula Vista Police Department (CVPD)

Objective: Raise the level of border security and reduce the threat of border-related crime by increasing law enforcement presence and special operations in communities and routes of egress adjacent to the border in the San Diego Sector AOR.

CVPD will not enforce Title 8 (US Immigration law). CVPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with transnational criminal organizations. CVPD will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

- Border egress patrols in the vicinity of the eastern and southern boundaries of the City of Chula Vista to include Otay Lakes Road, Wueste Road, Proctor Valley Rd, Hunte Parkway, Birch Road and Main Street.
- Intelligence-driven and storm drain surveillance and interdiction throughout the city's southern and eastern boundaries.
- Conduct high visibility intelligence-based criminal interdiction operations targeting drug trafficking organizations within the city limits of Chula Vista, Marinas, and known smuggling corridors.
- Conduct weekly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR.
- Conduct interdiction operations on coastline roads and routes of egress from the border.

CVPD may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

8. Coronado Police Department

Objective: Increase security for immediate coastline from Imperial Beach to North Island Naval Air Station and deny marine egress routes to smuggling organizations operating in the maritime environment within the Imperial Beach Station AOR.

Coronado PD will not enforce Title 8 (US Immigration law). Coronado PD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with transnational criminal organizations. Coronado PD will utilize OPSG-S funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

- Coastal patrols with special emphasis on the Silver Strand and beach areas in and adjacent to Coronado.
- Conduct weekly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR.
- Conduct interdiction operations on coastline roads and routes of egress from the border.

Coronado PD may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

9. El Cajon Police Department (ECPD)

Objective: Raise the level of border security and reduce the threat of trans-national crime by increasing law enforcement presence and special operations in communities and border routes of egress in the El Cajon Station AOR.

ECPD will not enforce Title 8 (US Immigration law). ECPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with transnational criminal organizations. ECPD will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

- Conduct high visibility intelligence-based criminal interdiction operations targeting transnational criminal organization activity within the city limits of El Cajon and known smuggling corridors.
- Conduct weekly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR.
- One communications dispatcher one day per month in support of OPSG operations.

ECPD may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

10. Escondido Police Department (EPD)

Objective: Raise the level of border security and reduce the threat of trans-national crime by increasing law enforcement presence and special operations in communities and border routes of egress in the Murrieta Station AOR.

EPD will not enforce Title 8 (US Immigration law). EPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with transnational criminal organizations. EPD will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

- Conduct operations targeting criminal alien gang members and border security nexus crime.
- Conduct weekly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR.
- Conduct interdiction operations on coastline roadways and routes of egress from the border.

EPD may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

11. La Mesa Police Department (LMPD)

Objective: Raise the level of border security and reduce the threat of trans-national crime by increasing law enforcement presence and special operations in communities and border routes of egress in the Brown Field Station AOR.

LMPD will not enforce Title 8 (US Immigration law). LMPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with transnational criminal organizations. LMPD will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

- Conduct weekly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR.
- Conduct interdiction operations on coastline roadways and routes of egress from the border.

LMPD may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

12. National City Police Department (NCPD)

Objective: Raise the level of border security and reduce the threat of trans-national crime by increasing law enforcement presence and special operations in communities and border routes of egress in the Imperial Beach Station AOR.

NCPD will not enforce Title 8 (US Immigration law). NCPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with transnational criminal organizations. NCPD will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

- Conduct patrols in and around National City Marina/Boat ramps.
- Conduct weekly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR.
- Conduct interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the border.

NCPD may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

13. Oceanside Police Department (OPD)

Objective: Increase security for immediate coastline from Mission Bay to Orange County Line and deny marine egress routes to smuggling organizations operating in the maritime environment within the San Clemente Station AOR.

OPD will not enforce Title 8 (US Immigration law). OPD will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with transnational criminal organizations. OPD will utilize OPSG-S funding for overtime, fuel, mileage, vehicle/vessel maintenance, and equipment in order to support operations as follows:

- Patrol coastal waters and Oceanside Harbor.
- In support of above operations, conduct landside patrols in the vicinity of Coast Highway in the City of Oceanside providing coastal observation, prevention, and interdiction of maritime incursions.
- Conduct interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the border.

OPD may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

14. Los Angeles County Sheriff's Department (LASD)

Objective: Raise the level of border security and reduce the threat of border-related crime by increasing law enforcement presence and special operations in rural and coastal areas, communities, and routes of egress throughout the Sector/San Clemente Station AOR.

LASD will not enforce Title 8 (US Immigration law). LASD will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with transnational criminal organizations. LASD will utilize OPSG funding for overtime and equipment in order to support operations as follows:

- Air, Land and Sea patrols in the vicinity of San Clemente Island, Catalina Island and adjacent coastal areas within Los Angeles County.
- Operations and patrols will be determined by the RECOM based on intelligence and analysis provided by the MAC Intelligence Community (MAC IC).
- Deputies will coordinate efforts through the RECOM and the Maritime Coordination Center (MCC) and provide coastal observation per MAC IC collection requirements for maritime enforcement assets patrolling the immediate coastline.
- Perform coordinated cyclical intelligence based criminal interdiction operations.
- LASD dispatchers and/or Lieutenant grade field operations may be utilized to support high visibility enforcement actions when multiple stakeholders and/or multiple LASD units are engaged and/or while working under the ICS system.
- All OPSG operations will report to and de-conflict through the MCC in Long Beach, California, prior to deployment.

LASD may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

15. Orange County Sheriff's Department (OCSD)

Objective: Increase security for immediate coastline from Newport Harbor to Dana Point and deny marine egress routes to smuggling organizations operating in the maritime environment within the San Clemente Station AOR.

OCSD will not enforce Title 8 (US Immigration law). OCSD will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with transnational criminal organizations. Operating within a Memorandum of Understanding with the SDS and utilizing OPSG-S funding for overtime, fuel, mileage, vehicle/vessel maintenance, and equipment; OCSD will conduct patrols in order to provide marine law enforcement presence in the County of Orange and coastal waters as follows:

- Conduct patrols in and around Newport, Dana Point, and Sunset Harbors. Open ocean patrols will be conducted in coastal waters north to the Los Angeles County border and south to the San Diego County border as intelligence dictates. OCSD marine assets may be utilized farther north or south as required.
- Conduct helicopter flight operations in support of OCSD/OPSG stakeholders.
- Deputies will coordinate efforts through the RECOM and the Maritime Coordination Center (MCC) and provide coastal observation per MAC IC collection requirements for maritime enforcement assets patrolling the immediate coastline.
- Perform coordinated cyclical intelligence based criminal interdiction operations.
- All OPSG operations will report to and de-conflict through the MCC in Long Beach California, prior to deployment.

OCSD may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

16. San Luis Obispo Sheriff's Office (SLOSO)

Objective: Increase security for immediate coastline and deny marine egress routes to smuggling organizations operating in the maritime environment within the San Clemente Station AOR.

San Luis Obispo PD will not enforce Title 8 (US Immigration law). San Luis Obispo PD will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with transnational criminal organizations. San Luis Obispo PD will utilize OPSG-S funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

- Patrols in the vicinity of Hwy 101 in the City of San Luis Obispo. Special emphasis on support to maritime enforcement.
- Conduct weekly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR.
- Conduct interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the border.

SLOSO may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

17. Ventura County Sheriff's Office (VCSO)

Objective: Increase security for immediate coastline and deny marine egress routes to smuggling organizations operating in the maritime environment within the San Clemente Station AOR.

VCSO will not enforce Title 8 (US Immigration law). VCSO will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with transnational criminal organizations. VCSO will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

- Patrols in the vicinity of Hwy 101 in the County of Ventura. Special emphasis on support to maritime enforcement.
- Conduct weekly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR.
- Conduct interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the border.

VCSO may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

18. Santa Barbara Sheriff's Office (SBSO)

Objective: Raise the level of border security and reduce the threat of border-related crime by increasing law enforcement presence and special operations in rural and coastal areas, communities, and routes of egress throughout the Sector/San Clemente Station AOR.

SBSO will not enforce Title 8 (US Immigration law). SBSO will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with transnational criminal organizations. SBSO will utilize OPSG funding for overtime and equipment in order to support operations as follows:

- Patrols in the vicinity of Hwy 101 in the County of Santa Barbara. Special emphasis on support to maritime enforcement.
- Conduct weekly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR.
- Conduct interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the border.

SBSO may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

19. California Department of Motor Vehicles (DMV)

Objective: Reduce the threat of trans-national criminal enterprise including the manufacture, distribution, and use of fraudulent and/or counterfeit documents.

DMV will not enforce Title 8 (US Immigration law). DMV will enforce state law and local ordinances against violators to help reduce criminal activity associated with transnational criminal organizations. DMV Investigators will work in collaboration with the Sector Intelligence Division (SID) to identify, perform link analysis, and investigate organizations that utilize document fraud in furtherance of their criminal enterprise.

DMV will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

- DMV Investigators working variable shifts will respond to Sector stations/checkpoints and OPSG partner agencies to identify and disrupt document fraud.
- Conduct interdiction operations on coastline roadways and routes of egress from the border.

DMV may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

20. California Department of Fish and Wildlife

Objective: Raise the level of border security and reduce the threat of border-related crime by increasing law enforcement presence and special operations in coastal areas and routes of egress adjacent to the border in the Imperial Beach Station AOR.

Wildlife Wardens will not enforce Title 8 (US Immigration law). Wardens will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with transnational criminal organizations. Fish and Wildlife will utilize OPSG funding for overtime, fuel, mileage, vehicle/vessel maintenance, and equipment in order to support operations as follows:

- Wildlife wardens will perform coastal patrol from the international border to La Jolla and interior patrol in the vicinity of Jamul, Otay Mountain and Proctor Valley.
- Conduct interdiction operations on coastline roadways and routes of egress from the border.

CA Dept of Fish and Wildlife may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

21. California Highway Patrol (CHP)

Objective: Raise the level of border security and reduce the threat of border-related crime by increasing law enforcement presence and special operations in rural areas, communities and routes of egress adjacent to the border throughout the San Diego Sector AOR, including Orange, Los Angeles, Ventura, Santa Barbara, and San Luis Obispo Counties.

CHP will not enforce Title 8 (US Immigration law). CHP will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with transnational criminal organizations. CHP will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

Sector-Wide-

- Road enforcement dedicated task forces at various hours in the San Diego Sector AOR, with special emphasis on border egress routes.
- Task forces consisting of commercial, canine and patrol officers at and around the San Clemente Rest Area with emphasis on commercial traffic waiting to avoid scales and check points during operational hours.
- Commercial dedicated task forces patrolling in the San Diego Sector AOR.
- Conduct fixed wing/helicopter air support missions for special operations (in conjunction with ground personnel) from all OPSG agencies.

All OPSG air operations will de-conflict with CBP Air San Diego and notify the San Diego Sector Communications Center (619) 498-9900 prior to flight.

CHP may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

22. California Department of Parks and Recreation

Objective: Raise the level of border security and reduce the threat of border-related crime by increasing law enforcement presence and special operations in rural/coastal areas and routes of egress leading from the border in the Imperial Beach and San Clemente Station AORs.

State Park Officers will not enforce Title 8 (US Immigration law). Officers will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with transnational criminal organizations. California State Parks will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

- Conduct patrols/interdiction to assist in the reduction of criminal activity associated with transnational criminal organizations through State Parks. Special emphasis on support to maritime enforcement.

CA Dept of Parks and Rec may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

23. California Department of Corrections and Rehabilitation (CDCR), Office of Correctional Safety

Objective: Raise the level of border security by identifying and initiating prosecution proceedings for apprehended aliens and border crime-related criminals in violation of probation.

CDCR Agents will screen Border Patrol detainees for probation violators who do not meet federal prosecution guidelines, issue re-arrest orders under Section 1203 of the California Penal Code, and transport and book amenable violators into San Diego County Jail. CDCR Agents will respond to requesting Sector stations as coordinated by the Sector Career Criminal Unit (CCU). CDCR Agents will conduct fourth waiver searches of probationers located within the designated targeted areas to ensure compliance with court orders.

CDCR Agents will not enforce Title 8 (US Immigration law). CDCR Agents will enforce state law against criminal violators in target areas. CDCR Agents will utilize OPSG funding for overtime in order to support operations as follows:

- CDCR Agents will perform fourth waiver searches county-wide for individuals with a history of border nexus related crime and case reviews for aliens in custody suspected of probation violation. In addition, agents will develop intelligence-based target lists for field operations within OPSG boundaries.

CDCR may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

24. University of California San Diego Police Department (UCSDPD)

Objective: Raise the level of border security and reduce the threat of border-related crime by increasing law enforcement presence and special operations in the UCSDPD AOR.

UCSDPD will not enforce Title 8 (US Immigration law). UCSDPD will enforce state law and local ordinances against violators in the target area to help reduce criminal activity associated with transnational criminal organizations. UCSDPD will utilize OPSG funding for overtime, fuel, mileage, vehicle/vessel maintenance, and equipment in order to support operations as follows:

- Conduct interdiction operations on coastline roadways and routes of egress from the border.

UCSDPD may conduct intelligence-driven operations as necessary in collaboration with the OPSG IPT. Operations described above may be modified in order to facilitate additional enforcement efforts within allocated quarterly funds.

D. Coordinating Instructions:

The San Diego Sector Chief Patrol Agent will have operational oversight and in coordination/collaboration with OPSG stakeholders, will determine which areas will be the focus of operations. The Sector and local participating agencies will be executing a quarterly OPSG operational plan for submission to OBP. San Diego Sector stations will be responsible for OPSG-related enforcement activities and intelligence sharing within their respective AORs. An Incident Command System (ICS) may be utilized to facilitate Sector-wide coordination and monitoring of OPSG activities as warranted during special operations. Sector stations and local/state representatives will ensure daily OPSG activities within their respective AOR are monitored and reported accordingly. Stations will be responsible for reporting OPSG-related intelligence to the Sector Intelligence Unit (SIU) as appropriate. For maritime operations, the RECOM will be responsible for the aforementioned requirements.

Each participating OPSG agency will have a designated management representative as noted in the Command and Control section of this operational plan.

Activity Reporting-

At the conclusion of each shift, OPSG state/local law enforcement officers will complete a 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 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. The work week for OPSG is Wednesday – Tuesday with weekly reports due to HQ-OBP by COB every Thursday.

Information Sharing-

All source documents (e.g. arrest reports, citations, field interviews, etc.) will be emailed to SDCOPSG2008@cbp.dhs.gov for review. Items of interest will be developed by the SIU and forwarded to Station Lead Border Patrol Agents (LBPA's), SIG, SDSD CID, LECC, RTTAC, and the Integrated Planning Team for action.

Intelligence Products-

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

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 in OPSG target areas
- SID evaluation of OPSG effect on targeted criminal organizations and their activities
- Third party indicators ascertained via crime statistical analysis and community impact data developed by the LECC

Regional Scheduling-

Each partner agency will send their weekly/bi-weekly/monthly OPSG schedule (whichever applies), utilizing the appropriate format, to Steve.Negron@cbp.dhs.gov as it becomes available. All schedules will be compiled and sent to the LECC.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

Reimbursement for OPSG participants will be contingent upon approval of this operational plan, developed jointly between OPSG representatives and CBP/Border Patrol. No operations will commence and/or funds drawn prior to plan approval by OBP. The San Diego County Sheriff's Department will be the OPSG Fund Administrator.

Funding for each participant will be approved on a case-by-case basis specific to the operational plan. Enforcement efforts and priorities may be shifted accordingly.

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

Local and state law enforcement agencies shall not utilize OPSG funding to supplant their inherent routine patrol and law enforcement operations in order to perform activities not directly related to increasing border security.

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
Operational Overtime - San Diego Sheriff's Department	Deputy 2-2 person units, 5 days per week, 10 hour shift 200 hours per week x 52 weeks = 10,400 hrs/yr Cost @ \$57.61/ hour = \$599,144 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 @ \$60.56/ hour = \$314,912 Deputy (Maritime) 2-2 person units, 3 days per week, 10 hour shift 120 hours per week x 45 weeks = 5,400 hrs/yr Cost @ \$57.61/ hour = \$311,094 Sergeant 1 Sergeant, 5 days per week, 10 hour shift 50 hrs per week x 52 weeks = 2,600 hrs/yr Cost @ \$66.47/ hour = \$172,822 Rural Sergeant 1 Sergeant, 5 days per week, 10 hour shift 50 hrs per week x 52 weeks = 2,600 hrs/yr Cost @ \$73.11/ hour = \$190,086 Lieutenant 1 Lieutenant, 3 days per week, 10 hour shift 30 hrs per week x 52 weeks = 1,375 hrs/yr Cost @ \$78.23/ hour = \$107,550 Dispatcher 1 dispatcher, 3 days per week, 8 hour shift 24 hrs per week x 52 weeks = 1,248 hrs/yr Cost @ \$44.97/ hour = \$56,123	\$1,751,731
- San Diego Probation Department	Deputy Probation Officers 2 DPO's x 10 hours x 52 weeks = 1,040 hours Cost @ \$ 49.30/hr = \$51,272 Senior Probation Officers 1 Sr PO x 10 hours x 52 weeks = 520 hours Cost @ \$ 54.35/hr = \$28,262 Supervisory Probation Officer 1 SPO x 9 hours x 26 weeks = 229 hrs Cost @ \$64.76/hr = \$14,801	\$94,335
- Carlsbad Police Department	Officer/Corporal 1 officer x 8 hours x 4shifts/month x 12 months = 384 hrs Cost @ \$59.66/hr = \$22,909 Sergeant 1 sergeant x 8 hours x 1 shift/month x 1months = 8 hrs Cost @ \$74.28/hr. = \$594	\$23,504
- Chula Vista Police Department	Police Sergeant/Agent/Officer Patrol 1 officers x 10 hours per day x 2 days per week x 52 wks = 1,040 hours <u>Special Ops (Allied Shield)</u> 266 hours <u>Investigator</u> 3 officers x 12 hours /month x 12 months = 432 hours <u>Task force operations</u> 1 officer x 12 hours per month x 12 months= 144 hours Total hours = 1,882 x \$62.85/hr (blended rate) = \$118,285	\$118,285

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
- Coronado Police Department	<p>Officer 1 officer x 2 shifts/month x 10 hours x 6 months = 120 hrs Cost @ \$65.57/hr = \$7,868</p> <p>Sergeant 1 sergeant x 3 shifts/month x 10 hours x 6 months = 180 hrs Cost @ \$80.79/hr. = \$14,542</p>	\$22,411
- El Cajon Police Department	<p>Officer 2 officers x 2 days/month x 10 hours x 12 months = 240 hrs Cost @ \$55.43/hr = \$13,303</p> <p>Sergeant 1 sergeant x 1 day/month x 10 hours x 12 months = 120 hrs Cost @ \$67.37/hr. = \$8,084</p> <p>Dispatcher 1 dispatcher x 1 day/month x 8 hours x 5 months = 40 hrs Cost @ \$38.18/hr = \$1,527</p>	\$22,915
- Escondido Police Department	<p><u>Monthly operations</u> Sergeant 1 Sergeant x 9 hour shift x 7 ops = 63 hours/yr Cost @ \$76.23/hr = \$4,802</p> <p>Officers 7 Officers x 10 hour shift x 7 ops = 490 hours/yr Cost @ \$56.38/hr = \$27,626</p> <p><u>Quarterly operations</u> Lieutenant 1 Lieutenant x 9 hour shift x 2 ops = 18 hours/yr Cost @ \$77.93/hour = \$1,403</p> <p>Sergeant 2 Sergeants x 9 hour shift x 2 ops = 35 hours/yr Cost @ \$76.23/hour = \$2,637</p> <p>Officers 12 Officers x 10 hour shift x 2 ops = 240 hours/yr Cost @ \$56.38/hour = \$13,531</p>	\$50,000
- La Mesa Police Department	<p>Officer 1 officer x 8 hrs/day x 2 days/wk x 29 weeks = 464 hrs Cost @ \$57.33/hour = \$26,601</p> <p>Sergeant 1 sergeant x 8 hrs/day 1 day/wk x 26 weeks = 208 hrs Cost @ \$70.46/hour = \$14,656</p> <p>Officer (Enforcement Team) 4 officers x 8 hrs, 1 op/quarter x 1 quarter = 32 hrs Cost @ \$57.33/hour = \$1,835</p> <p>Sergeant (Enforcement Team) 1 sergeant x 8 hrs, 1 op/quarter x 1 quarter = 8 hrs Cost @ \$70.46/hour = \$564</p>	\$43,655

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
<p>- <i>National City Police Department</i></p>	<p>Corporal/Officer (Westfield Mall) 1 personnel x 1 day per week, 10 hour shift = 10 hours per week x 14 weeks = 140 hours Cost @ \$61.20/hour = \$8,568</p> <p>Corporal/Officer (National City) 1 personnel x 1 day per week, 10 hour shift = 10 hours per week x 14 weeks = 140 hours Cost @ \$61.20/hour = \$8,568</p> <p>Corporal/Officer (Gang Enforcement Team) 1 personnel x 1 day per week, 10 hour shift = 10 hours per week x 14 weeks = 140 hours Cost @ \$61.20/hour = \$8,568</p> <p>Lieutenant One person x 10 hrs/day x 2 months = 20 hours Cost @ \$91.17/hour = \$1,823</p> <p>Sergeant One person x 10 hrs/day x 2 months = 20 hours Cost @ \$75.21/hour = \$1,450</p> <p>Senior Police Dispatcher/Police Dispatcher One person x 10 hrs/day x 2 months = 20 hours Cost @ \$53.62/hour = \$1,072</p>	<p>\$30,050</p>
<p>- <i>Oceanside Police Department</i></p>	<p>Maritime Officer (Boat) 1 officer x 2 days/wk x 9 hr shift = 18 hours per week x 52 weeks = 936 hours Cost @ \$68.39/hour = \$64,013</p>	<p>\$64,013</p>
<p>- <i>San Diego Harbor Police Department</i></p>	<p>Officer/Corporal 2 corporals/officers x 2 days/wk x 8 hr shift = 32 hours per week x 48 weeks = 1,536 hours Cost @ \$62.79/hour = \$96,452</p>	<p>\$96,452</p>
<p>- <i>San Diego Police Department</i></p>	<p>Police Officer II Harbor Unit 1 POII x 10 days x 10 hr shift = 100 hrs Patrol 2 POII x 52 days x 10 hr shift = 1040 hrs Cost @ \$61.19/hour = \$69,757</p> <p>Police Detective 2 detectives x 20 days x 10 hour shift = 400 hrs Cost @ \$65.28/hour = \$26,112</p> <p>Police Sergeant Harbor Unit 1 Sgt x 10 days x 10 hr shift = 100 hrs Patrol 2 Sgts x 20 days x 10 hr shift = 400 hrs Cost @ \$73.92/hour = \$36,960</p> <p>Detective Sergeant 1 Sgt x 20 days x 10 hr shift = 200 hrs Cost @ \$77.62/hour = \$15,524</p> <p>Police Dispatcher 1 Dispatcher x 3 days x 8 hr shift = 24 hours Cost @ \$39.33/hour = \$944</p>	<p>\$149,297</p>

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
<p>- <i>San Diego State University Police Department</i></p>	<p><u>Monthly operations</u> Officer 2 Officers x 10 hour shift x 1 ops x 4 months = 82 hrs Cost @ \$90.63/hr = \$7,456</p> <p><u>TasI Force operations</u> Sergeant 1 Sergeant x 10 hour shift x 1 ops x 2 qtrs = 20 hrs Cost @ \$105.32/hour = \$2,106</p> <p>Officer 3 Officers x 10 hour shift x 1 ops x 2 qtrs = 60 hrs Cost @ \$90.63/hour = \$5,438</p>	<p>\$15,000</p>
<p>- <i>Los Angeles County Sheriff's Department</i></p>	<p><i>Personnel includes Deputy, Sergeant and Lieutenant</i></p> <p><u>Boat Support</u> 5 personnel x 9.5 hrs x 12 day detail x 4 qtrs/ yr = 2,285 hrs Cost @\$101.00/hr = \$230,820</p> <p><u>Aircraft Support</u> Sea King 5 personnel x 10 hours x 5 day detail x 4 qtrs = 1,000 hours Cost = \$101/hr = \$101,000</p> <p>Fixed wing support and ASTAR radiation screening 3 personnel x 10 hours x2 day detail x 3 qtrs x 1 yr = 180 hours Cost @ \$101/hr = \$18,180</p>	<p>\$350,000</p>
<p>- <i>Orange County Sheriff's Department</i></p>	<p><u>Harbor Division</u> Sergeant 1-1 person unit, 2 days per month, 8 hours per day, 8 months per year = 128 hours Cost @ \$78.44/ hour = \$10,040</p> <p>Deputy Sheriff II 1-2 person unit, 2 days per month, 8 hours per day, 8 months per year = 256 hours Cost @ \$63.24/ hour = \$16,189</p> <p><u>Air Division</u> Sergeant 1 person paired with Deputy II, 2 days per week, 3 hours/week, 26 weeks per year = 156 hours Cost @ \$78.44/ hour = \$12,237</p> <p>Deputy II 1 person paired with Sergeant, 2 days per week, 3 hours/week, 26 weeks per year = 156 hours Cost @ \$63.47/ hour = \$9,901</p>	<p>\$48,368</p>
<p>- <i>San Luis Obispo County Sheriff's Office</i></p>	<p>Deputy Sheriff 4 deputies x 2 day per week, 8 hour shift = 64 hours per week x 17 weeks = 1,108 hrs Cost @ \$70.47/hour = \$78,086</p> <p>Senior Deputy Sheriff 4 senior deputies x 2 days per week, 8 hour shift = 64 hours per week x 16 weeks= 1,024 hrs Cost @ \$77.75/hour = \$79,616</p> <p>Sergeant 1 sergeant x 2 day per week, 8 hour shift = 16 hours per week x 16 weeks= 256 hrs Cost @ \$85.54/hour = \$21,898</p>	<p>\$179,600</p>

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
<p>- Santa Barbara County Sheriff's Office</p>	<p>Deputy Sheriff 4 deputies x 2 day per week, 8 hour shift = 64 hours per week x 14 weeks= 900 hrs/ yr Cost @ \$63.78/ hour = \$57,402</p> <p>Deputy Sheriff Special Duty (S/D) <i>Includes Detectives, SET Operators and Senior Deputies</i> <u>10-Man SET react team</u> 10 Deputy Sheriff S/D x 10 hours x 10 ops = 1,200 hrs Cost @ \$67.10/hour = \$80,520</p> <p>Sergeant 1 sergeant x 2 day per week, 8 hour shift = 16 hours per week x 31 weeks= 500 hrs Cost @ \$76.32/ hour = \$38,160</p> <p>Lieutenant 1 Lieutenant x 4 days x 10 hour shift = 40 hrs Cost @ \$97.60/ hour = \$3,904</p>	<p>\$179,986</p>
<p>- Ventura County Sheriff's Office</p>	<p>Deputy Sheriff 2 deputies x 10 hour shift x 3 days per month = 60 hours per month x 12 months = 720 hrs Cost @ \$60.57/ hour = \$43,610</p> <p>Senior Deputy Sheriff 4 senior deputies x 10 hour shift x 3 days per month = 120 hours per month x 12 months = 1,440 hrs Cost @ \$66.77/ hour = \$96,149</p> <p>Sergeant 1 sergeant x 9 hours/day x 3 days per month = 27 hours per month x 12 months = 324 hrs Cost @ \$79.34/ hour = \$25,706</p> <p>Senior Deputy-Crew Chief 1 senior deputy x 4 hours/day x 0.5 days per month = 2 hours per month x 12 months = 24 hrs Cost @ \$66.77/ hour = \$1,602</p> <p>Sheriff Pilot 1 sheriff pilot x 4 hours/day x 0.5 days per month = 2 hours per month x 12 months = 24 hrs Cost @ \$79.77/ hour = \$1,914</p>	<p>\$168,982</p>
<p>- CA Highway Patrol</p>	<p>Officer 1 officer x 10 hrs/day x 3 days/wk x 26 wks = 780 2 officers x 10 hrs/ day x 1 days/wk x 26 wks = 520 = 1,300 hours/year Cost @\$67.61/hour = \$87,893</p> <p>Flight Officer 1 flight officer x 8 hrs/day x 1 day/week x 26 weeks = 208 hours/ year Cost @\$70.64/hour = \$14,693</p> <p>Sergeant 1 sergeant x 5 hrs/ day x 5 days per week x 26 weeks = 650 hours/year Cost @\$82.22/hour = \$53,443</p> <p>Supervisor Pilot 1 flight supervisor x 5 hrs/ day x 1/wk x 26 weeks = 130 hours/year Cost @\$78.96/hour = \$10,265</p> <p>Dispatcher 1 dispatcher x 10 hrs/ day x 2/wk x 26 weeks = 520 hours/year Cost @\$36.03/hour = \$18,736</p>	<p>\$185,030</p>

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
- CA Department of Fish & Wildlife	Fish & Wildlife Officer/Lieutenant 2 officers x 8hrs/day x 1 day/wk x 24 weeks = 384 hrs Cost @ \$60.00/hour = \$23,040	\$23,040
- CA Department of Motor Vehicles	Investigators 1 Inv x 10hrs/day x 1 days/week x 43 weeks = 430 hrs Cost @ \$57.00/hr = \$24,510	\$24,510
- CA Department of Parks & Recreation	Supervisors and/or Officers (San Diego Coast District/North Sector) 2 Supervisors and/or Officers x 5 hr shifts x 5 days/wk x 52 weeks = 2600 hours Cost @\$73.00/hr = \$189,800 Supervisors and/or Officers (Various Sectors/Districts) 6 Supervisors and/or Officers x 12 hrs/mo x 11 months = 792 hours Cost @\$73.00/hr = \$57,816	\$247,616
- CA Department of Corrections and Rehabilitation, Office of Correctional Safety	Special Agent 1 Special Agent x 20 hrs/mo x 5 months = 107 hours Cost @\$76.05/hr = \$8,307 Parole Agent I 1 Parole Agent I x 20 hrs/mo x 5 months = 100 hours Cost @\$66.93/hr = \$6,693	\$15,000
- University of California, San Diego Police Department	Officer 1 Officers x 38 hrs/month x 12 months = 457 hrs Cost @ \$54.75/hr = \$25,000	\$25,000
Total Overtime Costs		\$3,928,780
Fringe Benefits for Peace Officers	Worker's Comp - 6.12% Medicare - 1.45% Total Fringe Benefit Rate: 7.57% 7.57% x \$1,695,608 = \$128,307 CC Dispatchers + OASDI 6.2% = 12.58% x \$56,123 = \$7,060	\$135,367
- San Diego Sheriff's Department		
- San Diego Probation Department	Worker's Comp - 4.575% Medicare - 1.43% Total Fringe Benefit Rate: 6.005% 6.005% x \$94,335 = \$5,665	\$5,665
- Carlsbad Police Department	Medicare - 1.45% 1.45% x \$23,504 = \$341	\$341
- Chula Vista Police Department	FICA - 1.45 % 1.45% x \$118,285 = \$1,715	\$1,715
- Coronado Police Department	Worker's Comp - 9.158% Medicare - 1.45% Total Fringe Benefit Rate: 10.608% 10.608% x \$22,411 = \$2,377	\$2,377
- El Cajon Police Department	Total Fringe Benefit Rate (Sworn): 6.75% 6.75% x \$21,388 = \$1,444 Total Fringe Benefit Rate (Non-Sworn): 1.99% 1.99% x \$1,527 = \$30	\$1,474
- Escondido Police Department	Will not claim fringe benefit	\$0
- La Mesa Police Department	Worker's Comp - 12.335% Medicare - 1.45% Total Fringe Benefit Rate: 13.785% 13.785% x \$43,655 = \$6,018	\$6,018
- National City Police Department	Worker's Comp - 9.73% Medicare - 1.45% Total Fringe Benefit Rate: 11.18% x \$28,978 = \$3,240 Dispatchers - 5.88% x \$1,072 = \$63	\$3,303
Administration/Logistics/	Narrative Justification	Federal

Budget Request	(Computation of Items)	Request
- <i>Oceanside Police Department</i>	FICA - 1.45 % 1.45% x \$64,014	\$928
- <i>San Diego Harbor Police Department</i>	Worker's Comp - 4.64% FICA - 8.36% Total Fringe Benefit Rate: 13.0% x \$96,452	\$12,539
- <i>San Diego Police Department</i>	Will not claim fringe benefit	\$0
- <i>San Diego State University Police Department</i>	Will not claim fringe benefit	\$0
- <i>Los Angeles County Sheriff's Department</i>	Will not claim fringe benefit	\$0
- <i>Orange County Sheriff's Department</i>	Worker's Comp - 6.88% Unemployment - 1.60% FICA - 1.45% Total Fringe Benefit Rate: 8.33% x \$48,368	\$10,355
- <i>San Luis Obispo County Sheriff's Office</i>	Worker's Comp - 6.580% Unemployment - 1.60% Medicare - 1.45% FICA - 1.45% Total Fringe Benefit Rate: 11.08% x \$179,600	\$19,900
- <i>Santa Barbara County Sheriff's Office</i>	Medicare - 1.45% 1.45% x \$179,986	\$2,610
- <i>Ventura County Sheriff's Office</i>	Worker's Comp - 6.226% Unemployment - 0.121% Medicare - 1.45% Total Fringe Benefit Rate: 7.797% x \$168,982	\$13,176
- <i>CA Highway Patrol</i>	Uniform Medicare - 1.45% 1.45% x \$166,294 = \$2,411 Non-Uniform Medicare - 1.45% OASDI - 6.20% Total Fringe Benefit Rate: 7.65% 7.65% x \$18,736 = \$1,433	\$3,845
- <i>CA Department of Fish & Wildlife</i>	FICA - 1.45 % 1.45% x \$23,040	\$1,763
- <i>CA Department of Motor Vehicles</i>	FICA - 1.45 % 1.45% x \$24,510	\$355
- <i>CA Department of Parks & Recreation</i>	FICA - 1.45 % 1.45% x \$247,616	\$3,590
- <i>CA Department of Corrections, Office of Correctional Safety</i>	Will not claim fringe benefit	\$0
- <i>University of California, San Diego Police Department</i>	Will not claim fringe benefit	\$0
Total Fringe Benefits Costs		\$225,321
Vehicle/Vessel Maintenance		
- <i>San Diego Sheriff's Department</i>	SAFE Boat Maintenance Costs 2% of the vessel original cost: \$1,000,000 x 2%	\$20,000
- <i>Orange County Sheriff's Department</i>	SAFE Boat Maintenance Costs 2% of the vessel original cost: \$354,968 x 2%	\$7,099
- <i>Ventura County Sheriff's Office</i>	Flat rate vehicle maintenance fee of \$0.12/mile 100 miles per shift x 7 vehicles x 24 operations = 16,800	\$2,016
- <i>CA Department of Parks & Recreation</i>	4WD vehicle fuel and maintenance North Sector: \$4,000/year x 1 vehicle South Sector: \$1,000/year x 1 vehicle	\$5,000
Total Vehicle Maintenance Costs		\$34,115

Administration/Logistics/	Narrative Justification	Federal
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Budget Request	(Computation of Items)	Request
Equipment Maintenance	Monthly 800mhz (RCS) user fee	\$87,750
- San Diego Sheriff's Department	\$26.50 per unit per month x 66 radios = \$20,988 GPS Trackers Monthly Service Fees \$50.00 per month x 50 units= \$30,762 Cellebrite/Penlink Annual Service Fees = \$5,000 Surveillance Van Aircard = \$1,000 License Plate Reader maintenance fees = \$10,000 IB IR camera yearly maint = \$20,000	
- CA Department of Parks & Recreation	Monthly 800mhz user fees (4 radios) North Sector: \$25.00 per unit per month = \$600 South Sector: \$25.00 per unit per month = \$600	\$1,200
Total Equipment Maintenance Costs		\$88,950
New Equipment		
- San Diego Sheriff's Department	(3) Wireless Aircards \$1,500 (2) Cell phone monthly service fees \$1,020 (5) License Plate Reader systems for marked patrol vehicles \$104,000 (2) Covert License Plate Reader Trailers \$110,500 (1) Unmarked vehicle & installation costs \$30,000 (1) SAFE Boat, fully outfitted, with trailer \$1,000,000 (1) Tow truck for boat \$50,000	\$1,297,020
- Oceanside Police Department	(1) Tow vehicle for 35' SAFEboat \$70,000 (1) Videoray Submergible Sonar \$100,000	\$170,000
- Orange County Sheriff's Department	(3) Portable Automated Vehicle License Plate Readers \$45,000	\$45,000
- San Luis Obispo County Sheriff's Office	(2) Automated License Plate Readers \$65,000 (2) Pole Cameras \$30,000 (3) Stand Alone Sensors \$15,500 (2) Forward Looking Infrared \$40,000	\$150,500
- Santa Barbara County Sheriff's Office	(1) Truck-specialized mission/surveillance platform \$30,000 (1) Remote covert surveillance camera \$27,590 (7) Night Vision Goggles \$36,200 (13) Portable Radios \$91,000	\$184,790
- Ventura County Sheriff's Office	(12) Automated Vehicle License Plate Readers \$90,000 (7) Portable radios \$25,000 (5) Binoculars \$11,500 (2) Night Vision Binoculars (FLIR) \$20,000 (3) Operational Vests \$3,500	\$150,000
- CA Department of Parks & Recreation	(1) 25ft. Safeboat , fully equipped with twin Diesel motors and Code 3 response \$190,000 (1) Thermal imaging equipment (FLIR) \$60,000	\$250,000
Total New Equipment Costs		\$2,247,310
Fuel	SAFE Boat Fuel Costs	\$5,000
- San Diego Sheriff's Department	\$4.25/gallon x 15 gal/hr x 12 hr/op x 6 ops/yr	
- Oceanside Police Department	Gallons per shift @ 150 x \$4.89/gallon = \$733.50/shift 2 shifts per week x 7 weeks = 14 shifts	\$10,059
- San Diego Harbor Police Department	2 engines x 10 hours x 3 days X 6 gallons/hour x \$4.17/gallon x 7 weeks	\$10,509
- Orange County Sheriff's Department	Harbor Division Safe Boat Fuel Costs	\$4,992
- Ventura County Sheriff's Office	\$4.00/gallon x 12 gal/hr x 8 hr/op x 26 ops/yr 840 gal x \$4.50/gal	\$3,780
Total Fuel Costs		\$34,340

Administration/Logistics/

Narrative Justification

Federal

Budget Request	(Computation of Items)	Request
Mileage	50,543 miles x \$.565/mile	\$28,557
- San Diego Sheriff's Department		
- Carlsbad Police Department	2,044 miles x \$.565/mile	\$1,155
- Coronado Police Department	375 miles x \$.565/mile	\$212
- El Cajon Police Department	1,081 miles x \$.565/mile	\$611
- La Mesa Police Department	579 miles x \$.565/mile	\$327
- National City Police Department	2,915 miles x \$.565/mile	\$1,647
- San Diego Harbor Police Department	885 miles x \$.565/mile	\$500
- San Diego Police Department	1,244 miles x \$.565/mile	\$703
- Orange County Sheriff's Department	885 miles x \$.565/mile	\$500
- Santa Barbara County Sheriff's Office	1,035 miles x \$.565/mile	\$585
- Ventura County Sheriff's Office	3,267 miles x \$.565/mile	\$1,846
- CA Highway Patrol	1,991 miles x \$.565/mile	\$1,125
- CA Department of Fish & Wildlife	349 miles x \$.565/mile	\$197
- CA Department of Motor Vehicles	239 miles x \$.565/mile	\$135
- CA Department of Parks & Recreation	4,591 miles x \$.565/mile	\$2,594
Total Mileage Costs		\$40,694
Flight Costs	Helicopter flight use	\$5,000
- San Diego Sheriff's Department	2 Operations x 3 hours = 6 hours 6 x \$845 / hour	
- Orange County Sheriff's Department	3 flight hours/wk x 5 weeks x \$680.75/hr	\$3,686
- Santa Barbara County Sheriff's Office	6 Operations x 1.5 hours x \$781/hour	\$7,029
- Ventura County Sheriff's Office	6 ops/year x 4 hours/ops = 24 flight hours/yr 100 gal/hr x 4.25/gal = \$425/hr	\$10,200
- CA Highway Patrol	<u>A-61 or A-63 Aircraft</u> 10 Operations x 4 hours = 40 flight hours x \$125.07/ hour = \$5,000 <u>H-60 Aircraft</u> 2 Operations x 4 hours = 8 flight hours x \$562.94/ hour = \$5,000	\$10,000
Total Flight Costs		\$35,915
Management & Administration	Cost estimate for student worker	\$25,274
- San Diego Sheriff's Department		

GRAND TOTAL (YEAR 1)	\$6,660,699
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Cost Estimates:

General Cost:	\$2,506,598.00
OT Cost:	\$4,154,101.00
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Total Cost:	\$6,660,699.00

B. Travel:

Not Applicable.

C. Lodging:

Not Applicable.

D. Reception of Detailed Personnel:

Not Applicable.

E. Uniform and Equipment:

As prescribed by the participating state and local agencies' chains of command.

F. Special Equipment:

Not Applicable.

G. Alien Processing:

Individuals in custody determined to be undocumented aliens will be turned over to the Border Patrol for processing and disposition unless otherwise specified (e.g. those individuals wanted for state crimes). Seized contraband will be processed in accordance with existing federal, state, and local policies.

The management of state felony warrant suspects in CBP/Border Patrol custody will be in accordance with existing agreements between the Sector and local agencies.

H. Medical:

Medical emergencies will be managed by individual participating agencies in accordance with existing policies and practices.

Mercy Air

EMERGENCY (800) 222-3456

OFFICE (619) 448-1412 Mercy Air will be coordinated with the Thomas Bros. Map Book and will use CLEMARS VHF/UHF.

UCSD Medical Center (Trauma)

200 West Arbor

San Diego, Ca. 92103

(619) 543-6222

Thomas Guide 2008, San Diego County, Page 1269 Grid A-4

Sharp Memorial Hospital (Trauma)
7901 Frost Street
San Diego, CA 92123
(858) 939-3400
Thomas Guide 2008, San Diego County, Page 1249/Grid B-5.

I. Detention/Transportation:

Participating agencies will be responsible for coordinating illegal alien detention/transportation with the Border Patrol Station within whose AOR they are operating. Maritime-related apprehensions will be coordinated through the RECOM.

J. Vehicles:

Local and state law enforcement vehicles will be used in support of this operation. Participating agencies will be responsible for the fuel and maintenance of their vehicles. Fuel, mileage, and maintenance costs may be reimbursed in whole or in part for those vehicles utilized in OPSG-related operations.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Participating agencies will maintain their individual chains of command as dictated by internal policies and guidelines.

Border Patrol-San Diego Sector
Chief Patrol Agent Paul Beeson
Deputy Chief Patrol Agent Rodney Scott
Division Chief of Staff, Sammie Anderson
OPSG Rep: Supervisory Border Patrol Agent Edward Caliri (619)587-2753

Maritime Unified Command (MUC)
(A)Field Operations Supervisor Jesse Hernandez (619)628-2914

Central California Maritime Agency Coordination Group (CenCalMAC)
Supervisory Border Patrol Agent Javier Montano (619) 430-5300

San Diego County Sheriff's Department
Sheriff William Gore
OPSG Rep: Lt. John Maryon (760)510-5067

San Diego County Probation Department
Chief Probation Officer Mack Jenkins
OPSG Rep:Supervising Probation Officer Gonzalo Mendez (858) 694-4401

San Diego PD
Chief William Lansdowne
OPSG Rep: Keith Lucas (619)531-2359

San Diego Harbor PD
Chief John Bolduc
OPSG Rep: Sgt. Eric Womack (619)686-6510

San Diego State University Police Dept.
Chief John Browning
OPSG Rep: Cpl. Mark Peterson (619)594-3328

Carlsbad PD
Chief Gary Morrison
OPSG Rep: Sgt. Gil Beason (760)931-2100

Chula Vista PD
Chief David Bejarano
OPSG Rep: Lt. Eric Thunberg (619)476-2344

Coronado PD
Chief Jon Froomin
OPSG Rep: Comm. Michael Lawton (619)522-7348

El Cajon PD
Chief Jim Redman
OPSG Rep: Lt. Randy Soulard (619)593-5719

Escondido PD
Chief Craig Carter
OPSG Rep: Capt. Bob Benton (760)839-4408

La Mesa Police Department
Chief Ed Aceves
OPSG Rep: Lt. Matt Nichols (619)667-1400

National City PD
Chief Manuel Rodriguez
OPSG Rep: Sgt. Perris Bull (619)336-4524

Oceanside PD
Chief Frank McCoy
OPSG Rep: Sgt. Jeff Brandt (760)522-7515

Los Angeles County Sheriff's Department
Sheriff
OPSG Rep: Jack Ewell (323)881-7823

Orange County Sheriff's Department
Sheriff Sandra Hutchens
OPSG Rep: Sgt. David GINTHER (714)647-1800

San Luis Obispo Sheriff's Office
Sheriff Ian Parkinson
OPSG Rep: Jim Taylor (805)473-7108

Santa Barbara Sheriff's Office
Sheriff Bill Brown
OPSG Rep: Steve Robel (805)681-4100

Ventura County Sheriff's Office
Sheriff Geoff Dean
OPSG Rep: Sgt. Robert Thomas (805)947-8310

California Department of Motor Vehicles
Chief Kathryn Door
OPSG Rep: Jerry Camp (858)627-3942

California Department of Fish and Wildlife
Assistant Chief Dan Sforza
OPSG Rep: Lt. Scott Bringman (619)562-2456

California Highway Patrol
Chief Jim Abele (Border Division)
OPSG Rep: Sgt. Dave Dreher (858)650-3600

California Department of Parks and Recreation
Chief Clay Phillips
OPSG Rep: Officer Mark Allen (760)579-9067

California Department of Corrections and Rehabilitation, Office of Correctional Safety
OPSG Rep: Steve Cornwell (619) 278-3773

University of California, San Diego Police Department
Chief Orville King
OPSG Rep: Capt. Dave Rose (858)354-5158

B. Unit Command:

Border Patrol Stations

Boulevard Station
PAIC Michael Doolittle
OPSG Rep: SBPA Jose Ortiz
(619)766-4773

Brown Field Station
PAIC Mickey A. Valdez
OPSG Rep: Sean Ishim
(619)730-8733

Campo Station
PAIC Wayne Jackson
OPSG Rep: Leo Mile
(619)938-8700

Chula Vista Station
PAIC Daniel Parks
OPSG Rep: SBPA?
(619)498-9700

El Cajon Station
PAIC Timothy Heck
OPSG Rep: SBPA Chris Vanwagenen
(619)258-4500

Imperial Beach Station
PAIC Gregory Bovino
OPSG Rep: SBPA Hugo Gonzalez
(619)628-2900

Murrieta Station
PAIC Walter Davenport
OPSG Rep: Joe Huskey
(951)816-3000

San Clemente Station
PAIC David Bemiller
OPSG Rep: WC Jason Liebe
(760)430-5300

C. Communication Details:

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

D. Map Coordinates:

Notes:

	Longitude	Latitude
Degrees : Minutes : Seconds	0 : 0 : 0	0 : 0 : 0
Decimal	32.65583	-116.96111

Location Zone:

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:

The 2013 Operation Stonegarden Program will utilize the Allied Shield Operation model, but will concentrate on having smaller, more frequent operations throughout the year. Instead of deploying 600 officers for one huge annual operation, we will look at deploying 80-100 officers for one or two operations per quarter.

Operations that we feel would be beneficial to the sector are:

- Highways 5 and 15 interdiction, utilizing SIG, BCST, CHP, Border Patrol, and State/Local Agencies. This would be a focused effort on northbound narcotics loads and southbound money and weapons loads. It is important to conduct interdiction on both highways simultaneously due to the ease of utilizing one or the other based on TCO's using spotters. It would be helpful to have cooperation with both checkpoints.
- San Diego Trolley System Interdiction, utilizing Cal State University law enforcement, Border Patrol, and State/Local Agencies. Intel shows that gang members and TCO's are utilizing the Trolley system throughout the county, so this would be a focused effort on that system and the surrounding areas that it services.
- East and Westbound Highway Interdiction utilizing SIG, BCST, CHP, Border Patrol, and State/Local Agencies. This would be a coordinated effort with the 5 and 15 checkpoints, as TCO spotters will inform smugglers of checkpoint operation, and smugglers will utilize east/westbound highways to connect with the secondary northbound highway. These highways have been long neglected by law enforcement with respect to narcotics, money, and weapons loads.
- Coast Watch surge, utilizing CBET, CHP, Border Patrol, and State/Local Agencies, including harbor units and CBP air & marine. Set up large scale coastal operations to shut down panga landings and their support systems, to include spotters and pickup crews. These operations will be conducted at appropriate sections of the coast based on available intel.
- These operations are only a sampling of what we will be doing in the upcoming year. We are open to suggestions and additional operations from any and all partner agencies. We will accept volunteer agencies to lead each operation and participation is encouraged to continue fostering the strong relationships that have been built in the San Diego Sector AOR, and to help continue Stonegarden funding for upcoming years.

C. Communication Annex:

Each participating agency will identify unit command and liaison personnel prior to implementation of the plan.

Media Action Plan:

All Border Patrol inquiries will be directed to the San Diego Sector Information and Communications 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:

Risk Description	Initial Risk Level	Risk Controls	Resultant Risk Level
No risks have been associated with this op order.	Low	No controls to be implemented.	Low

Photos:

No photos have been associated with this Op Order.