

**AGREEMENT FOR  
FISCAL YEAR 2019  
OPERATION STONEGARDEN (OPSG)**

**1. PARTIES TO THE AGREEMENT**

This Agreement is between the COUNTY OF SAN DIEGO ("COUNTY"), the CITY OF CARLSBAD, CITY OF CHULA VISTA, CITY OF CORONADO, CITY OF ESCONDIDO, CITY OF LA MESA, CITY OF NATIONAL CITY, CITY OF OCEANSIDE (collectively the "CITIES"), SAN DIEGO UNIFIED PORT DISTRICT ("SDUPD"), SYCUAN TRIBAL POLICE DEPARTMENT ("STPD"), UNIVERSITY OF CALIFORNIA SAN DIEGO ("UCSD"), COUNTY OF LOS ANGELES ("LAC"), COUNTY OF MONTEREY ("MC"), COUNTY OF ORANGE ("OC"), COUNTY OF SAN LUIS OBISPO ("SLOC"), COUNTY OF SAN MATEO ("SMC"), COUNTY OF SANTA BARBARA ("SBC"), COUNTY OF VENTURA ("VC"), CALIFORNIA HIGHWAY PATROL ("CHP"), DEPARTMENT OF FISH AND WILDLIFE ("DFW"), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR"), collectively the "PARTIES", for support of the Operation Stonegarden ("OPSG") program.

**1.1 Party Departments Or Agencies Participating In The Agreement**

- 1.1.1** For the COUNTY, participating agencies are the Probation Department ("PROBATION") and the Sheriff's Department ("SHERIFF").
- 1.1.2** For the CITIES, SDUPD, STPD, and UCSD, participating agencies are their respective police department.
- 1.1.3** For LAC, MC, OC, SLOC, SMC, SBC, and VC, participating agencies are their respective Sheriff's department.
- 1.1.4** CHP, DFW, and DPR do not have subordinate agencies or department participants.

**2. RECITALS**

**2.1** WHEREAS, COUNTY through SHERIFF applied for, and was awarded grant funds from the U. S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (Cal OES), under the Fiscal Year (FY) 2019 Operation Stonegarden (OPSG) grant program. As the sole applicant for the San Diego Border Patrol Sector, SHERIFF shall be the lead agency to manage the OPSG program.

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

**2.3** WHEREAS, Government Code § 55632 authorizes COUNTY and PARTIES to contract for provision of joint law enforcement services.

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

**2.5** WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 1 on January 14, 2020, approved and authorized the SHERIFF to execute expenditure contracts to use FY 2019 OPSG funds to reimburse PARTIES for program related management and administration, overtime; equipment and vehicle purchases; fuel, mileage, flight, and vehicle and equipment maintenance costs incurred not to exceed the amounts described in Exhibit A – FY 2019 OPSG Budget Worksheet in paragraph 2.7 below, during the project period September 1, 2019 through May 31, 2022.

**2.6** WHEREAS, PARTIES shall retain documentation supporting all expenditures reimbursed from OPSG grant funds, ensure all expenditures are allowable under grant requirements, adhere to the federal procurement standards found in Title 2 of the Code of Federal Regulations, Part 200, Subpart D, Section §200.317-200.326, and comply with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F - Audit Requirements regarding organization-wide financial and compliance audit reports if \$750,000 or more of OPSG federal funds are expended in a fiscal year.

**2.6.1** Documentation shall be retained in accordance with the [FEMA Preparedness Grants Manual](#) and any other OPSG grant requirements, and shall be available for audit and inspection.

**2.7** WHEREAS, PARTIES acknowledge the following information for the OPSG grant program:

- (a) Federal Grantor Agency: U. S. Department of Homeland Security (DHS)
- (b) Administrative Authority: Federal Emergency Management Agency (FEMA)
- (c) Operational Oversight: U. S. Customs and Border Protection (CBP)
- (d) State Administrative Agency (SAA) or Pass-Through Agency: California Governor's Office of Emergency Services (Cal OES)
- (e) Program Title: Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG)
- (f) Grant Identification Number: 2019-0035
- (g) Federal CFDA Number: 97.067

**2.8** WHEREAS, PARTIES agree and shall utilize and adhere to the following Exhibits attached hereto and/or available using the referenced link:

- (a) Exhibit A – FY 2019 OPSG Budget Worksheet
- (b) Exhibit B – FY 2019 OPSG Grant Assurances
- (c) Exhibit C – FY 2019 OPSG Operations Order
- (d) Exhibit D – [Title 2 of the Code of Federal Regulations Part 200](#),
- (e) Exhibit E – Federal Grant Requirements

- (f) Exhibit F - [FY 2019 Homeland Security Grant Program \(HSGP\) Notice of Funding Opportunity \(NOFO\)](#)
- (g) Exhibit G - [FY 2019 Homeland Security Grant Program \(HSGP\) California Supplement to the Federal Notice of Funding Opportunity](#)
- (h) Exhibit H – [Federal Preparedness Grants Manual](#)

However, nothing in the above-mentioned Exhibits shall limit the requirements of this Agreement.

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

### **3. PURPOSE AND INTENT**

The purpose of this Agreement is to satisfy the OPSG grant program proposal awarded by the DHS and passed through to the Cal OES, under the FY 2019 Operation Stonegarden grant program.

### **4. SCOPE OF SERVICES**

#### **4.1 Method of Service Delivery**

SHERIFF will manage the OPSG grant program, oversee the funding allocation of the PARTIES, and be administratively responsible for coordination of PARTIES' obligations under this Agreement. The SHERIFF's OPSG grant program team will be staffed as described in paragraph 6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES.

#### **4.2 Overview of Basic Services**

PARTIES will provide OPSG Operations ("Operations") by increasing law enforcement presence in each PARTY's designated jurisdiction and in coordination with other OPSG partner agencies in order to support the U. S. Customs and Border Protection efforts in the region to improve border security. PARTIES will enforce local and state laws and will not enforce or aid in the enforcement of immigration laws on behalf of U. S. Customs and Border Protection (CBP) and U. S. Border Patrol (BP).

### **5. TERM OF AGREEMENT**

#### **5.1 Initial Term**

The term of this Agreement shall be retroactive to 12:01 a.m. on September 1, 2019 and shall continue in effect through and terminate at midnight on May 31, 2022; subject to the termination provision in paragraph 5.3.

## **5.2 Option to Extend**

Renewal or extension of the Agreement beyond May 31, 2022 shall be subject to remaining grant funds and to a time extension approved by Cal OES. Any PARTY that does not agree to renew shall terminate its participation at the end of the term of this Agreement.

## **5.3 Termination**

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

**5.3.1** A PARTY may terminate its participation in this Agreement immediately upon written notice to the other PARTIES in the event it becomes ineligible to receive grant funds under this Agreement.

**5.3.2** As the lead agency, SHERIFF, with approval from either FEMA, CBP and/or Cal OES as needed, may require the termination of a PARTY's participation if it is determined that the PARTY has violated the provisions of this Agreement, including failure to provide the Anticipated Outcome set forth in section 6.2.

# **6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES**

## **6.1 Debarment and Suspension**

PARTIES shall ensure and certify that they are not presently debarred and suspended from receiving Federal grant funds as required by Executive Orders (EO) 12549 and 12689, and 2 CFR 200.213 and codified in 2 CFR Part 180, Debarment and Suspension. PARTIES found to be noncompliant are not eligible for cost reimbursement.

## **6.2 Anticipated Outcome**

The anticipated outcome of Operations to be provided by PARTIES under this Agreement is increased law enforcement presence in each PARTY's designated jurisdiction in order to support the U. S. Department of Homeland Security, U. S. 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 2019 OPSG Operations Order.

**6.2.1** 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.

**6.2.2** Increase intelligence/information sharing among PARTIES, including but not limited to:

- (a) Conducting bi-monthly meetings with a minimum of one representative from each PARTY.

(b) Increasing information sharing during operations.

**6.2.3** Prior to Operations, PARTIES' Designated Coordinator, in paragraph 6.3.3, shall submit an Operations Plan to the Integrated Planning Team (IPT) at [SDCOPSG2008@cbp.dhs.gov](mailto:SDCOPSG2008@cbp.dhs.gov) at least 72 hours prior to the operation.

**6.2.3.1** The IPT is comprised of the SHERIFF and BP sworn personnel.

**6.2.3.2** The role of the IPT is to provide support and guidance to the local, state, and federal law enforcement stakeholders within the grant.

**6.2.4** Within 48 hours following the conclusion of each OPSG Operation:

**6.2.4.1** Each PARTY will complete a Daily Activity Report (DAR) and submit completed DAR in Excel format to CBP San Diego Sector at [SDCOPSG2008@cbp.dhs.gov](mailto:SDCOPSG2008@cbp.dhs.gov) and SHERIFF at [stonegarden@sdsheriff.org](mailto:stonegarden@sdsheriff.org).

**6.2.4.2** The Operations Coordinator will email all backup source documents (e.g., arrest reports, citations, field interviews, etc.) to [SDCOPSG2008@cbp.dhs.gov](mailto:SDCOPSG2008@cbp.dhs.gov)

**6.2.5** PARTIES will send their weekly/bi-weekly/monthly OPSG schedule (whichever applies), as it becomes available, utilizing the appropriate format, to [SDCOPSG2008@cbp.dhs.gov](mailto:SDCOPSG2008@cbp.dhs.gov).

**6.2.5.1** All schedules will be compiled by BP to be sent to the Law Enforcement Coordination Center (LECC).

### **6.3 Personnel Qualifications and Assignment**

#### **6.3.1 Qualifications**

Each PARTY shall ensure that personnel assigned to perform Operations pursuant to this Agreement meet the minimum qualifications for their specific classification.

#### **6.3.2 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.

#### **6.3.3 Designated Coordinators**

SHERIFF shall select and designate a Coordinator, at the rank of Sheriff's Lieutenant or higher, who shall manage and direct Operations. 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.

#### **6.3.4 Staffing for Basic Services**

PARTIES shall ensure that adequate numbers of their qualified respective personnel are provided to Operations 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.

#### **6.3.5 Equipment and Supplies**

COUNTY will provide SHERIFF OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform Operations. Similarly, all other 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 Operations unless otherwise specified in Exhibit C- FY 2019 OPSG Operations Order.

**6.3.5.1** PARTIES are responsible for the procurement of their own equipment to be used in Operations.

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

### **7. COST OF SERVICES/CONSIDERATION**

#### **7.1 General**

**7.1.1** As full consideration for the satisfactory performance and completion by PARTIES of Operations set forth in this Agreement, COUNTY shall reimburse PARTIES for personnel assigned to perform Operations on the basis of claims and

submittals as set forth hereunder. Such payments by COUNTY are dependent on the continued availability of funds from the DHS passed through the Cal OES.

**7.1.2** PARTIES agree that awarded funds identified as allowable costs, as set forth in Exhibit F – FY 2019 Homeland Security Grant Program Notice of Funding Opportunity (HSGP NOFO), shall be expended only for approved Operations operating expenses, and equipment as detailed in Exhibit A – FY 2019 Budget Worksheet, and that unallowable costs are not reimbursable as set forth in Exhibit F – FY 2019 HSGP NOFO.

**7.1.3** 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 SHERIFF. SHERIFF shall make any necessary adjustments to PARTY claims to correct for overpayments, underpayments, or disallowances.

## **7.2 Project Costs/Rate of Compensation**

SHERIFF shall reimburse PARTIES for overtime worked by personnel assigned to perform Operations and shall reimburse for costs approved in Exhibit C – FY 2019 OPSG Operations Order, based upon available funding and the actual costs incurred by PARTIES to provide Operations.

## **7.3 Method of Payment**

PARTIES shall submit to SHERIFF, accurate and complete reimbursement forms, labor reports, timesheets, Daily Activity Reports, equipment and equipment maintenance invoices, purchase orders and/or contracts, that represent amounts to be reimbursed under this Agreement within sixty (60) days from the date when expenditure was incurred. All requests for reimbursement shall be sent to:

San Diego County Sheriff's Department  
O-41 Grants Unit (OPSG)  
P. O. Box 939062  
San Diego, CA 92193-9062

**7.3.1** Reimbursement forms and invoices must have the signature of PARTY's Authorized Agent, certifying that the invoice and substantiating documentation, e.g., labor reports, timesheets, etc., are true and correct.

**7.3.2** 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(s) overtime worked, and fringe benefit rate and cost.

**7.3.2.1** 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.

**7.3.3** PARTIES shall provide complete procurement records to substantiate reimbursement requests for approved equipment and services, including but not limited to copies of certified vendor's invoice, vendor's debarment record, proofs of payment to vendor, purchase order and contract showing that Federal Grant Requirements (attached hereto as Exhibit E – Federal Grant Requirements) have been incorporated into, and/or PARTY's standard procurement policy and procedure along with documentations that substantiates full and open competition.

**7.3.3.1** PARTIES shall make available to SHERIFF for inspection and upon request, all procurement records that provide historical and background information to answer inquiries pertaining to the acquisition of equipment and services that may arise during an audit or until the grant record retention period expires.

**7.3.4** Noncompetitive procurements of equipment exceeding the \$250,000 simplified acquisition threshold established by Federal Acquisition Regulation (FAR) 48 CFR Subpart 2.1, in accordance with 41 U.S.C. 1908, will require prior written approval from Cal OES.

**7.3.4.1** Prior to purchasing equipment determined to be noncompetitive, PARTIES shall provide SHERIFF by email a copy of their Purchasing Agent's approval for the noncompetitive procurement which SHERIFF will submit to Cal OES for approval.

**7.3.5** PARTIES shall obtain a performance bond from vendors prior to procuring equipment items costing over \$250,000, or any vehicle, aircraft, or watercraft, to be paid at the time of purchase, in order to ensure delivery of the equipment within ninety (90) days of the performance period end date.

**7.3.5.1** Performance bond shall be included for reimbursement with invoice.

**7.3.6** Within ninety (90) business days upon receipt of valid invoice and supporting documentation specified in subparagraphs under 7.3, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

**7.3.7** Each PARTY shall manage their allocation and track their claims to ensure they remain within their allocated amount as specified in Exhibit A – FY 2019 OPSG Budget Worksheet.

#### **7.4 Reimbursement Disallowances**

PARTIES not in compliance with procedures in paragraph 7.3 above risk having incurred expenditures disallowed for reimbursement by SHERIFF. PARTIES that fail to submit claims for reimbursement within sixty (60) days will be notified in writing by SHERIFF that the claim(s) is/are past due, and funds allocated to the PARTY for that time period may be redistributed among other PARTIES.

## **8. PROGRAM/FINANCIAL ADMINISTRATION**

**8.1** PARTIES shall use as the primary reference in all programmatic, financial, and grant administration matters and adhere to the policies and regulations in Exhibit D - Title 2 of the Code of Federal Regulations Part 200 (2 CFR Part 200), Exhibit F – FY 2019 HSGP NOFO, Exhibit G – FY 2019 HSGP CA Supplement to the NOFO, and Exhibit H – Federal Preparedness Grants Manual, in conjunction with updates issued by the Office of Management and Budget (OMB), Grants & Training (G&T) information bulletins, and Cal OES policy, regulations, and statutes.

### **8.1.1 Contract Provisions**

PARTIES shall ensure that *all* contracts adhere to all applicable contract provisions stated in 2 CFR 200.317 – 200.326 and found in Appendix II - Contract Provisions for Non-Federal Entity Contracts under Federal Awards. Reimbursement claims associated with contracts that are found to be in noncompliance will be denied.

### **8.1.2 Methods of Procurement**

PARTIES shall adhere to the procurement methods found in 2 CFR 200, Subpart D, Section 200.320.

## **9. REPAYMENT OF REIMBURSEMENTS**

**9.1** Any PARTY found through compliance assessments, audits, or monitoring site visits, to be out of compliance with paragraphs 7.3 and 8 above, shall retroactively repay SHERIFF, within ninety (90) days of notification, any reimbursement found out of compliance which was paid to PARTY during the term of, and even after the term, of this Agreement. This provision shall survive termination or expiration of this Agreement.

## **10. INDEMNIFICATION – WORKERS' COMPENSATION, EMPLOYMENT AND CLAIMS AND LIABILITY ISSUES**

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

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

**10.2** 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 non-County PARTY or any contract labor provider retained by 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 non-County PARTY or any contract labor provider retained by the non-County PARTY.

**10.3** Each non-County PARTY shall fully indemnify and hold harmless the other non-County PARTIES, 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 non-County PARTY or any contract labor provider retained by 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 non-County PARTY or any contract labor provider retained by the non-County PARTY.

## **11. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE**

### **11.1 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.

### **11.2 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 11.4 below.

### **11.3 Joint Defense**

Notwithstanding paragraph 11.2 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 11.4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

### **11.4 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.

## **12. GENERAL PROVISIONS**

### **12.1 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 92193-9062  
To Non-County PARTIES:

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

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

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

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

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

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

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

Chief of Police  
Oceanside Police Department  
3855 Mission Avenue  
Oceanside, CA 92054

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

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

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

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

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

Chief of Enforcement  
California Department of Fish and Wildlife  
1416 9<sup>th</sup> Street, Room 1326  
Sacramento, CA 95814

Chief of Harbor Police  
San Diego Harbor Police Department  
3380 N. Harbor Drive  
San Diego, CA 92101

Chief of Police  
Sycuan Tribal Police Department  
4 Kwaaypaay Road  
El Cajon, CA 92019

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

Sheriff  
Monterey County Sheriff's Office  
1414 Natividad Road  
Salinas, CA 93906

Sheriff  
San Mateo County Sheriff's Office  
400 County Center  
Redwood City, CA 94063

Chief  
California Highway Patrol  
9330 Farnham Street  
San Diego, CA 92123

Chief  
California Department of Parks and  
Recreation  
1416 9<sup>th</sup> Street  
Sacramento, CA 95814

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

**12.2 Amendment; Assignment**

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

**12.3 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.

**12.4 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.

**12.5 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.

**12.6 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.

**12.7 Cooperation**

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

**12.8 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. COUNTY will provide each CITY with a copy of this Agreement once fully executed.

**12.9 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.

**12.10 Legislative Changes**

If any changes are made to regulations pursuant to which this Agreement is made or to any successor legislation or regulations, or if the DHS imposes any budget requirements or limitations applicable to this Agreement and the services to be provided hereunder, then (1) to the extent any of the changes are of mandatory application, such change(s) shall apply to the PARTIES and this Agreement, and this Agreement shall be deemed to be amended to be consistent with such changes(s) except to the extent that such change(s) alter(s) a material provision of this Agreement in which case such material provision shall be voidable and the PARTIES will negotiate in good faith to amend the Agreement as necessary, and (2) to the extent any of the changes are not of mandatory application, such change(s) shall not affect this Agreement or the right or obligations of COUNTY and non-COUNTY under this Agreement unless the PARTIES mutually agree to subject themselves to such changes(s).

**12.11 Representation**

Each PARTIES' Chief, and/or Sheriff, or their respective designee, shall represent its PARTY in all discussions pertaining to this Agreement. SHERIFF, or his or her designee, shall represent COUNTY in all discussions pertaining to this Agreement.

**12.12 Dispute Resolution Concerning Services and Payment**

In the event of any dispute concerning services and payment arising from this Agreement, representatives described in paragraph 12.10, will meet and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

**12.13 Termination of Funding**

In the event that funding for reimbursement of costs related to Operations 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 Operations as described herein. In such event, PARTIES shall meet immediately, and if agreed upon by the PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of Operations through alternate means.

**12.14 Obligation**

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

**12.15 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 approve and agree to the terms of this Agreement, such Agreement being effective September 1, 2019, unless otherwise specified.

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

---

William D. Gore  
Sheriff

**COUNTY OF SAN DIEGO  
PROBATION DEPARTMENT**

---

Adolfo Gonzales  
Chief

**CHULA VISTA POLICE  
DEPARTMENT**

---

Roxana Kennedy  
Chief

**ESCONDIDO POLICE  
DEPARTMENT**

---

Ed Varso  
Chief

Approved as to form and legality:  
**THOMAS MONTGOMERY  
OFFICE OF COUNTY COUNSEL  
COUNTY OF SAN DIEGO**

---

Mark Day  
Senior Deputy

**CARLSBAD POLICE  
DEPARTMENT**

---

Neil Gallucci  
Chief

**CORONADO POLICE  
DEPARTMENT**

---

Charles Kaye  
Chief

**LA MESA POLICE  
DEPARTMENT**

---

Walt Vasquez  
Chief

**NATIONAL CITY  
POLICE DEPARTMENT**

---

Jose Tellez  
Chief

**UNIVERSITY OF CALIFORNIA -  
SAN DIEGO POLICE DEPARTMENT**

---

David S. Rose  
Chief

**SYCUAN TRIBAL POLICE  
DEPARTMENT**

---

William Denke  
Chief

**ORANGE COUNTY  
SHERIFF'S DEPARTMENT**

---

Don Barnes  
Sheriff-Coroner

**LOS ANGELES COUNTY  
SHERIFF'S DEPARTMENT**

---

Alex Villanueva  
Sheriff

**SAN MATEO COUNTY  
SHERIFF'S OFFICE**

---

Carlos G. Bolanos  
Sheriff

**OCEANSIDE POLICE  
DEPARTMENT**

---

Frank McCoy  
Chief

**SAN DIEGO HARBOR POLICE  
DEPARTMENT**

---

Mark Stainbrook  
Vice President of Public Safety/Chief

**VENTURA COUNTY  
SHERIFF'S OFFICE**

---

William Ayub  
Sheriff

Approved as to form and legality:  
**LEON J. PAGE**  
**OFFICE OF THE COUNTY COUNSEL**  
**COUNTY OF ORANGE**



Nicole A. Sims  
Supervising Deputy

Approved as to form:  
**MARY WICKHAM**  
**OFFICE OF THE COUNTY COUNSEL**  
**COUNTY OF LOS ANGELES**

---

Michele Jackson  
Principal Deputy County Counsel

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

---

Ian Parkinson  
Sheriff

**MONTEREY COUNTY  
SHERIFF'S OFFICE**

---

Steve Bernal  
Sheriff

**CALIFORNIA HIGHWAY PATROL**

---

Omar Watson  
Chief, Border Division

**CALIFORNIA DEPARTMENT  
OF PARKS AND RECREATION**

---

Gina Moran  
District Superintendent

**SANTA BARBARA COUNTY  
SHERIFF'S OFFICE**

---

Bill Brown  
Sheriff-Coroner

**CALIFORNIA DEPARTMENT  
OF FISH AND WILDLIFE**

---

Melinda Peacock  
Section Chief  
Contracts and Procurement Section  
Business Management Branch

**FY 2019 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	3,546,683	245,380	-	86,888	1,263,501	-	160,311	-	327,287	<b>5,630,050</b>
San Diego County Probation	28,347	1,653	-	-	-	-	-	-	-	<b>30,000</b>
Carlsbad Police Department	55,467	1,082	-	-	-	-	3,451	-	-	<b>60,000</b>
Chula Vista Police Department	150,813	2,187	-	-	47,800	-	-	-	-	<b>200,800</b>
Coronado Police Department	9,800	-	-	-	-	-	200	-	-	<b>10,000</b>
Escondido Police Department	12,610	1,290	-	-	-	-	-	-	-	<b>13,900</b>
La Mesa Police Department	217,630	12,840	-	12,000	52,300	-	6,530	-	-	<b>301,300</b>
National City Police Department	53,654	5,269	-	-	-	-	1,077	-	-	<b>60,000</b>
Oceanside Police Department	158,996	2,305	10,546	-	-	23,653	-	-	-	<b>195,500</b>
San Diego Harbor Police	162,947	21,183	17,000	-	-	134,784	1,686	-	-	<b>337,600</b>
San Diego Police Department	-	-	-	-	-	-	-	-	-	-
Sycuan Tribal Police Department	21,806	1,494	-	-	28,200	-	-	-	-	<b>51,500</b>
University of California San Diego Police Department	9,800	254	-	-	-	-	946	-	-	<b>11,000</b>
LA County Sheriff's Department	450,000	-	-	-	-	-	-	-	-	<b>450,000</b>
Orange County Sheriff's Department	130,226	13,166	88,755	-	-	18,700	1,253	-	-	<b>252,100</b>
San Luis Obispo County Sheriff's Office	125,976	20,811	7,338	-	56,100	3,119	13,456	4,500	-	<b>231,300</b>
Santa Barbara County Sheriff's Office	48,585	-	-	-	-	-	5,510	3,905	-	<b>58,000</b>
Ventura County Sheriff's Office	289,100	-	-	-	129,900	-	-	-	-	<b>419,000</b>
Monterey County Sheriff's Office	77,269	1,120	-	1,260	47,750	-	5,351	-	-	<b>132,750</b>
San Mateo County Sheriff's Office	73,233	8,583	-	-	27,000	-	2,784	-	-	<b>111,600</b>
CA Highway Patrol	341,828	4,957	-	-	-	-	53,215	-	-	<b>400,000</b>
CA Department of Fish and Wildlife	42,977	623	-	-	-	-	-	-	-	<b>43,600</b>
CA Department of Parks and Recreation	166,039	2,408	16,200	-	-	5,607	9,746	-	-	<b>200,000</b>
<b>Grand Total San Diego County Region</b>	<b>\$ 6,173,786</b>	<b>\$ 346,605</b>	<b>\$ 139,839</b>	<b>\$ 100,148</b>	<b>\$ 1,652,551</b>	<b>\$ 185,863</b>	<b>\$ 265,516</b>	<b>\$ 8,405</b>	<b>\$ 327,287</b>	<b>\$ 9,200,000</b>

**EXHIBIT B****Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)*****FY 2019 Standard Assurances***

(All OPSG Participating Agencies)

Name of Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**As the duly authorized representative of the Agency ("Agency") named above, I hereby certify that the Agency has the legal authority to apply for federal assistance and has the institutional, managerial and financial capability (including sufficient funds to pay any non-federal share of project cost or to retroactively repay any reimbursement found out of compliance which was paid to Agency, for as long as the grant is active) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.**

**I further acknowledge that the Agency is responsible for reviewing and adhering to all requirements within the:**

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) HSGP California State Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

**Federal Regulations**

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](#) and can be found at <http://www.whitehouse.gov/omb/>.

**Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Agency hereby agrees to comply with the following:**

**1. Proof of Authority**

The Agency will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Agency and the city council, governing board or authorized body agree:

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required;
- (b) That any liability arising out of the performance of this agreement shall be the responsibility of the Agency and the city council, governing board or authorized body;
- (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body; and
- (d) That the official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

## 2. Period of Performance

The Agency will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

## 3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Agency certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Agencies shall certify and disclose accordingly.

The Agency will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Agency agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

## 4. Debarment and Suspension

As required by Executive Orders (EO) 12549 and 12689, and 2 C.F.R §200.213 and codified in 2 C.F.R Part 180, Debarment and Suspension, the Agency will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Agency certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

Where the Agency is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**5. Non-Discrimination and Equal Employment Opportunity**

The Agency will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. § 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd --- 2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units --- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) --- be designed and constructed with certain accessible features (See 24 C.F.R § 100.201);
- (h) Executive Order (E.O.) 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) Executive Order (E.O.) 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Agency will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

## 6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Agency certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

## 7. Environmental Standards

The Agency will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401), which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Orders (EO) 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order (EO) 11988
- (g) Executive Order (EO) 11514 which sets forth national environmental standards;
- (h) Executive Order (EO) 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order (EO) 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) 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.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Agency shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

## 8. Audits

For grant recipients expending \$750,000 or more in federal grant funds annually, the Agency will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

## 9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Agency will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Agency will require any subrecipients,

contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

## **10. Conflict of Interest**

The Agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

## **11. Financial Management**

False Claims for Payment - The Agency will comply with 31 U.S.C § 3729-3733 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

## **12. Reporting - Accountability**

The Agency agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. part 170 Reporting Subaward and Executive Compensation Information.

## **13. Whistleblower Protections**

The Agency also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

## **14. Human Trafficking**

The Agency will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

## **15. Labor Standards**

The Agency will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

## **16. Worker's Compensation**

The Agency must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

## **17. Property-Related**

If applicable to the type of project funded by this federal award, the Agency will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires Agencies in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order (EO) 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 C.F.R. Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

## **18. Certifications Applicable Only to Federally Funded Construction Projects**

For all construction projects, the Agency will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

## **19. Use of Cellular Device While Driving is Prohibited**

Agencies are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

## **20. California Public Records Act and Freedom of Information Act**

The Agency acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Agency should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

## **HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

## **21. Reporting Accusations and Findings of Discrimination**

If during the past three years, the Agency has been accused of discrimination on any basis, the Agency must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Cal OES for reporting to the DHS Financial Assistance Office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at [CRCL@hq.dhs.gov](mailto:CRCL@hq.dhs.gov) or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including Limited English Proficiency), sex, age, disability, religion or familial status against the Agency, or the

Agency settles a case or matter alleging such discrimination, the Agency must forward a copy of the complaint and findings to Cal OES for forwarding to the DHS Financial Assistance Office and the CRCL by email or mail at the addresses listed above.

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

## **22. Acknowledgement of Federal Funding from DHS**

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

## **23. Activities Conducted Abroad**

All Agencies must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

## **24. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All Agencies who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. Agencies may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

## **25. Copyright**

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

## **26. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude Agencies from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

## **27. Energy Policy and Conservation Act**

All Agencies must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## **28. Federal Debt Status**

All Agencies are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

## **29. Fly America Act of 1974**

All agencies must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**30. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Agencies must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

**31. Non-supplanting Requirement**

All Agencies who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**32. Patents and Intellectual Property Rights**

Unless otherwise provided by law, Agencies are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All Agencies are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**33. SAFECOM**

All Agencies who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**34. Terrorist Financing**

All Agencies must comply with Executive Order (EO) 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Agencies are legally responsible to ensure compliance with the EO and laws.

**35. Reporting of Matters Related to Subrecipient Integrity and Performance**

If the total value of the Agency's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**36. USA Patriot Act of 2001**

All Agencies must 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.

**37. Use of DHS Seal, Logo, and Flags**

All Agencies must obtain permission from DHS Financial Assistance Office, prior to using 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.

**IMPORTANT**

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Agency recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Agency, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Agency and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Agency may be ineligible for award of any future grants if Cal OES determines that any of the following has occurred: (1) the Agency has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts. All Agencies are bound by the [Department of Homeland Security Standard Terms and Conditions 2018, Version 8.1](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions), hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

**The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the above-named Agency.**

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE, COUNTY, CALIFORNIA  
By Nicole Ash  
Deputy  
Date: 10/1/20

**2019 OPERATION STONEGARDEN (OPSG) OPERATIONS ORDER AND BUDGET TEMPLATE****OMB No: 1660-01258**  
**Expires: 05/31/2020****PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this form is estimated to average 571 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting the form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed in the upper right corner of this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (1660-0125).

**NOTE: DO NOT SEND YOUR COMPLETED FORM TO THIS ADDRESS.**

<b>Op Order Name:</b>	SDC OPERATION STONEGARDEN (OPSG) FY19 OPERATIONS ORDER ANNUAL	
<b>Op Order Number:</b>	OPSG OO CA San Diego FY19 19-SDCSDC-05-002 V0	
<b>Op Dates:</b>	<b>From:</b> 9/1/2019	<b>To:</b> 8/31/2022
<b>Report Date:</b>	12/02/2019	

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**(U)** This document contains information that is UNCLASSIFIED//FOR OFFICIAL USE ONLY (U//FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. § 552). It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to the public, the media, or other personnel who do not have a valid need-to-know without prior approval of an authorized CBP official.

**(U)** Privacy Act 5 U.S.C. § 552a(b) "No agency shall disclose any record which is contained in a system of records by any means of communication to any person, or to another agency, except pursuant to a written request by, or with the prior written consent of, the individual to whom the record pertains [subject to 12 exceptions]." OO's and OPSG Operational documents contain shared intelligence, information, targeted enforcement information, Personally Identifiable Information (PII) of USBP and partner State, Local, and Tribal law enforcement entities. PII should not be released as it places public safety officials in danger from illicit actors and shared intelligence and information should not be disclosed without notice and permission from the contributing law enforcement agencies."

**Executive Summary**

Law enforcement partnerships between federal, state, and local entities are critical to improving operational control of the border. Grant funding in the amount of \$9,200,000 via Operation Stonegarden (OPSG) will be utilized by a total of 23 partner law enforcement agencies from local units of government within San Diego County, including the Sycuan Tribal Police Department, Sheriff's Departments from San Diego,

Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Monterey, and San Mateo Counties, as well as California State Agencies to target border-related crime in the U.S./Mexico Border area and the California coastline. The San Diego County Sheriff's Department will be the OPSG Grant Administrator. The point-of contact (POC) will be Lieutenant Justin White. The San Diego Sector Chief Patrol Agent will have operational oversight. The POCs will be Supervisory Border Patrol Agent's Robert Nila and Jason Feldman.

The San Diego Sector Chief Patrol Agent, in coordination/collaboration with OPSG stakeholders, will determine which areas will be the focus of operations. Security threats and operational hours/activities will be determined jointly between the San Diego Sector unified command staff and the OPSG Integrated Planning Team (IPT). Maritime-specific operations will be coordinated jointly with the San Diego Regional Coordinating Mechanism (ReCoM), Los Angeles/Long Beach ReCoM, Central California Maritime Agency Coordination Group (CenCal MAC), and the San Francisco ReCoM.

Utilizing an all-threats approach in collaboration with U.S. Customs and Border Protection/Border Patrol, state and local law enforcement agencies will exercise their unique jurisdictional capabilities in order to collaboratively address border security issues. Historically, San Diego County has been a highly favored operational area for crime and drug smuggling organizations. The close proximity of Tijuana, Mexico to San Diego, California, population density, significant coastline, and extensive transportation networks leading to the interior immediately north of the border make San Diego a consistently lucrative target. Now, as the maritime smuggling threat increases, these organizations are looking for smuggling opportunities beyond San Diego County as demonstrated by Pangas being discovered more than 400 miles north in San Mateo County. 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 (kidnapping, 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.

#### **A. General Situation:**

San Diego County (SDC) includes approximately 90 miles of international land border and the responsibility of the San Diego Sector includes the 840 miles of coastal border of the State of California, including beaches and bays. SDC has an 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. JTF-W (California), the San Diego Sector's FY 2019 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 Sector operational AOR.

As the Maritime threat continues to increase in San Diego Sector's AOR, it has been necessary to provide additional funding and support along the coast to address emerging maritime Panga smuggling events approximately 489 miles north in Monterey, Santa Cruz and San Mateo 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 \$90 million in FY 2019 OPSG grant funds 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. For this grant year, the San Diego Sector has been awarded \$9,200,000 in FY 2019 OPSG Homeland Security Grant funds.

#### **B. Terrain/Weather:**

Terrain features within the San Diego Sector 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. Dense, low lying brush and scrub trees cover much of the rural terrain throughout.

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.

Orange County through San Mateo County represents a rugged coastline along with varying weather. Los Angeles County includes the Islands of Catalina and San Clemente. Ventura and Santa Barbara Counties include the Channel Islands.

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 from Ventura to San Mateo with the Sheriff's Offices in each of those counties as the Maritime threat continues to move north along the California Coast.

Weather conditions vary greatly throughout the San Diego Sector. 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. Eastern portions of the County can experience occasional snowfall and high winds. In addition, the western portion of the San Diego Sector 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 San Diego Sector. 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.

### **C. Criminal Element:**

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. Human trafficking, trans-border kidnappings, extortion, murder, and intimidation are common results of cartel competition for lucrative territory. Criminal debriefings, 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  
Carlsbad Police Department  
Chula Vista Police Department  
Coronado Police Department  
Escondido Police Department  
La Mesa Police Department  
National City Police Department  
Oceanside Police Department  
Sycuan Tribal Police Department  
Los Angeles County Sheriff's Department  
Monterey County Sheriff's Office  
Orange County Sheriff's Department  
Santa Barbara County Sheriff's Office  
San Luis Obispo County Sheriff's Office  
San Mateo County Sheriff's Office  
Ventura County Sheriff's Office  
California Highway Patrol  
California Department of Fish and Wildlife  
California Department of Parks and Recreation  
University of California San Diego 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, San Luis Obispo, Monterey and San Mateo 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

**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 between the San Diego Sector unified command staff and the OPSG Integrated Planning Team (IPT). Maritime-specific operations will be coordinated jointly with the San Diego Regional Coordinating Mechanism (ReCoM), Los Angeles/Long Beach ReCoM, CenCal MAC, and the San Francisco 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 reduce the threat of border incursions and also significantly impact the ability of criminal organizations to operate from the U.S. Mexico border in San Diego north along the coast to San Mateo County. Participating agencies will utilize OPSG funding for overtime, fuel, mileage, vehicle/vessel maintenance, air support, 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 will follow current local and state laws, 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:**

The main objective is to raise the level of U.S. border and California coastline security to reduce the threat of border-related crime by increasing law enforcement presence and special operations in rural and coastal areas, communities, and routes of land and marine egress throughout the San Diego Sector AOR, including San Diego, Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Monterey and San Mateo Counties.

The participating agencies below will not enforce Title 8 (US Immigration law). They will each enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with transnational criminal organizations. Participating agencies will utilize OPSG funding for overtime, fuel, mileage, vehicle/vessel maintenance, air support, and equipment in order to support the following operations.

Participating agencies may conduct intelligence-driven operations and perform coordinated cyclical intelligence based criminal interdiction operations as necessary in collaboration with the OPSG IPT. Operations described as follows may be modified in order to facilitate additional enforcement efforts within allocated funds.

All OPSG air operations will de-conflict with CBP and notify the San Diego ReCoM, Los Angeles/Long Beach ReCoM, CenCal MAC, or the San Francisco ReCoM prior to flight.

San Diego County Sheriff's Department, San Diego BP 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 IPT.

Sector-wide, high visibility special operations will be performed quarterly with a focus on intelligence based criminal interdiction. The multi-agency, cross jurisdictional special operations will include all the participating agencies below and be coordinated by the San Diego County Sheriff's Department and San Diego BP Sector.

1. San Diego County Sheriff's Department (SDSD)  
Sheriff William Gore  
OPSG Rep: Lieutenant Justin White (858) 974-2052

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

- 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 Operations**

- SDSD dispatchers and/or Lieutenant-field operations may be utilized to support high visibility enforcement actions when multiple stakeholders and/or multiple SDSD units are engaged and/or while working under the ICS system

**2. San Diego County Probation Department (PROB)**

OPSG Rep: Senior Probation Officer Jeffrey Webdell (858) 492-2327

- Probation Officers will perform fourth waiver searches during pre-planned operations for individuals with a history of border nexus related crime. In addition, Officers will develop intelligence-based target lists for use during these pre-planned operations within OPSG boundaries
- Probation Officers will participate as part of a collective team during OPSG approved coordinated operations. Their participation in these pre-planned operations must be approved by the OPSG IPT

**3. San Diego Police Department (SDPD)**

OPSG Rep: Sergeant Sean Bannan (858) 552-1749

- Conduct patrols utilizing boats, 4x4 vehicles and/or patrol cars in and around Mission Bay, including boat launch ramps, docks and adjacent beach areas
- Conduct high visibility intelligence-based criminal interdiction operations targeting transnational criminal activity within the San Diego Sector AOR and known smuggling corridors to include San Diego coastal regions and the southern border region

**4. San Diego Harbor Police Department (SDHPD)**

OPSG Rep: Officer Randall Benton (619) 686-6535

- Conduct weekly vessel patrols around the coastal waters and/or tidelands in the Southern California coastline
- Conduct boat ramp/marina patrol in the San Diego Sector AOR.
- Conduct intelligence based criminal interdiction operations on coastline roadways and routes of egress from the border

**5. Carlsbad Police Department (CPD)**

OPSG Rep: Sergeant Scott Meritt (760) 889-5250

- Conduct weekly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR to include Pacific Coast Highway, Interstate-5, and the 78 freeway

- Conduct intelligence based criminal interdiction operations on coastline roadways and routes of egress from the border

6. Chula Vista Police Department (CVPD)

OPSG Rep: Lieutenant John English (619) 476-2574

- 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

7. Coronado Police Department (CorPD)

OPSG Rep: Lieutenant Mitch McKay (619) 522-2445

- Conduct 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 boat and ramp checks in the Coronado PD AOR.
- Conduct intelligence based criminal interdiction operations on coastline roads and routes of egress from the border

8. Escondido Police Department (EPD)

OPSG Rep: Lieutenant Scott Walters (760) 839-4702

- Conduct operations targeting criminal 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 intelligence based criminal interdiction operations on inland corridors/roadways and routes of egress from the border

9. La Mesa Police Department (LMPD)

OPSG Rep: Sergeant Jeff Raybould (619) 667-7513

- Conduct weekly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR

- Conduct intelligence based criminal interdiction operations on smuggling corridors and routes of egress from the border

10. National City Police Department (NCPD)  
OPSG Rep: Sergeant Jeff Meeks (619) 336-4446

- Conduct high-visibility patrols in and around National City Marina/Boat ramps to include Pier 32, Pepper Park, and the adjoining tidelands area along the San Diego Bay
- Conduct patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR to include Lincoln Acres, Interstate-5, Interstate-805 and State Route 54
- Conduct intelligence based criminal interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the border

11. Oceanside Police Department (OPD)  
OPSG Rep: Lieutenant Dan Sullivan (760) 435-4694

- Conduct vessel patrols along San Diego coastal waters and Oceanside Harbor
- Conduct land side patrols in the vicinity of Coast Highway in the City of Oceanside providing coastal observation, prevention, and interdiction of maritime incursions
- Conduct intelligence based criminal interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the border

12. Sycuan Tribal Police Department (STPD)  
OPSG Rep: Lieutenant Tom Biondo (619) 672-7409

- Conduct monthly high-visibility patrol operations with a focus on drug smuggling crimes within the rural areas of San Diego County and along highway I-8, SR-125 and SR-94 corridors
- Coordinate intelligence based interdiction operations involving the use of canines trained in narcotic detection

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

- Conduct air, land and sea patrols in the vicinity of San Clemente Island, Catalina Island and adjacent coastal areas within Los Angeles County
- Conduct operations and patrols as determined by the Los Angeles/Long Beach RECOM, using intelligence and analysis provided by the MAC Intelligence Community (MAC IC)
- Coordinate efforts through the Los Angeles/Long Beach 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
- Utilize LASD dispatchers and/or Lieutenant grade field operations to support high visibility enforcement actions when multiple stakeholders and/or multiple LASD units are engaged and/or while working under the ICS system
- Report and de-conflict all OPSG operations through the MCC in Long Beach prior to deployment

14. Monterey County Sheriff's Office (MCSO)

OPSG Rep: Sergeant Matthew Mendoza (831) 737-3795

- Conduct coastal interdiction patrols with special emphasis on support of maritime enforcement related to smuggling activities
- Conduct weekly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR
- Conduct intelligence based criminal interdiction operations on coastline highways to include State Highway 1 that parallels the Pacific Ocean

15. Orange County Sheriff's Department (OCSD)

OPSG Rep: Sergeant Steve Marble (951) 990-0626

- 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
- Coordinate efforts through the Los Angeles/Long Beach 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
- Report and de-conflict all OPSG operations through the MCC in Long Beach prior to deployment

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

OPSG Rep: Commander James Taylor (805) 473-7108

- Conduct ground and coastal operations along remote rural areas of the County's coastline, with special emphasis on support of maritime enforcement related to smuggling activities.
- Conduct maritime patrols off the County's coastline from Point Sal to Ragged Point
- Conduct intelligence based criminal interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the coastal border

## 17. San Mateo County Sheriff's Office (SMSO)

OPSG Rep: Commander Vincent Bedolla (650) 573-3592

- Conduct coastal interdiction patrols to include the entire coastline along Highway 1 between the City of Pacifica in San Mateo county and the Town of Davenport in Santa Cruz county
- Conduct high-visibility patrol operations on a monthly basis with a focus on maritime enforcement related to smuggling activities
- Conduct intelligence based criminal interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the coastal border

## 18. Ventura County Sheriff's Office (VCSO)

OPSG Rep: Sergeant Eduardo Malagon (805) 797-7534

- Conduct high-visibility coastal patrols with special emphasis on support of maritime enforcement related to smuggling activities
- Conduct operations to include aerial support and covert operations with a focus on transnational criminal activity within the Ventura county AOR
- Conduct efforts through the Maritime Coordination Center (MCC) and provide coastal observation per MAC IC collection requirements for maritime enforcement assets patrolling the immediate coastline
- Conduct intelligence based criminal interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the coastal border

## 19. Santa Barbara County Sheriff's Office (SBSO)

OPSG Rep: Lieutenant Greg Sanders (805) 455-3602

- Conduct coastal interdiction patrols with special emphasis on support of maritime enforcement related to smuggling activities
- Conduct overt and covert patrols with a focus on transnational criminal activity along the Santa Barbara county coastline and Highway 101 corridor
- Conduct intelligence based criminal interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the coastal border

## 20. California Highway Patrol (CHP)

OPSG Rep: Sergeant Robert Catano (858) 650-3649

- Road enforcement dedicated task forces at various hours in the San Diego Sector AOR, with special emphasis on border egress and maritime smuggling routes
- Conduct coastal interdiction patrols along the San Diego, Ventura, Santa Barbara, and San Luis Obispo counties
- Task forces consisting of commercial, canine and patrol officers will perform coordinated cyclical intelligence based criminal interdiction operations throughout the San Diego Sector AOR 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

21. California Department of Fish and Wildlife (DFW)  
OPSG Rep: Lieutenant Scott Bringman (858) 846-2520

- Conduct coastal waters and tidelands patrols along the state coastline and the shore islands including San Clemente and Catalina islands
- Conduct maritime interdiction operations on coastline roadways, harbor/marinas, and routes of egress from the border to include beach communities between the counties of San Diego and Santa Cruz
- Conduct intelligence based criminal interdiction operations with special emphasis on support of maritime enforcement related to smuggling activities

22. California Department of Parks and Recreation (DPR)  
OPSG Rep: Superintendent Nicole VanDoren (619) 985-7169

- Conduct interdictions to assist in the reduction of criminal activity associated with transnational criminal organizations through State Parks, with special emphasis to support maritime enforcement
- Conduct high visibility enforcement within Border Field State Park with a focus on criminal activities impacting border security to include hosted social functions or special events
- Conduct waterside and land side patrols within the eastern, desert region of San Diego county, the coastal districts of San Diego county and Orange county, and other coastal districts in the north to include Los Angeles city, San Luis Obispo county and Santa Cruz county (intelligence-driven or on-call basis)

23. University of California San Diego Police Department (UCSDPD)  
OPSG Rep: Corporal Patrick Dobbins (858) 534-3644

- Conduct intelligence based criminal interdiction operations on maritime roadways and routes of egress from the border, with special emphasis to areas adjacent to the UCSD, San Diego campus
- Conduct high visibility patrols and special operations along the shorelines of La Jolla, Del Mar, Torrey Pines, Glider Port, Scripps Pier and Scripps Institute of Oceanography

**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 yearly 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 of the 23 participating OPSG agencies will have a designated management representative as noted in the Specific Responsibilities section of this operational plan.

#### Activity Reporting-

The Daily Activity Report must be submitted to the USBP sector, or the participating agency's OPSG coordinator within 48-hours of the conclusion of each OPSG shift. Sub-recipients and Sectors are responsible to ensure that DARs are submitted in the proper format and in a timely manner. DARs will be submitted using the CBP Stonegarden Data Management System in [www.HSIN.gov](http://www.HSIN.gov). Friendly Forces receiving funding through a sub-recipient will submit DARs within 48 hours. 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](mailto:SDCOPSG2008@cbp.dhs.gov) for review. Items of interest will be developed by Intelligence Units and forwarded to appropriate agency/task force for action.

#### Intelligence Products-

Intelligence products including mapping, trend analysis, community impact, and target files will be developed via a collaborative effort between the Intelligence Units and appropriate agency/task force.

#### 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 Fusion Centers within the San Diego Sector.

**Regional Scheduling-**

Each partner agency will send their weekly/bi-weekly/monthly OPSG schedule (whichever applies), utilizing the appropriate format, to SDCOPSG2008@cbp.dhs.gov.

#### **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 Grant 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.

Fringe Benefits for friendly forces (see Page 18).

The agencies listed below are not requesting any additional fringe benefits. All benefits costs associated with OPSG shifts will be covered in overtime costs.

- Coronado Police Department
- Los Angeles County Sheriff
- Santa Barbara County Sheriff
- Ventura County Sheriff

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request			
<b>Operational Overtime and Fringe Benefits</b>					
San Diego County Sheriff's Department	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP, MEDICARE & FICA)
5-3 person units x 20 ops/month x 10 hr shift x 12 months x 1 year Deputy		36,000	\$ 74.84	\$ 2,694,240.00	\$ 190,213.34
1-2 person unit x 18 ops/month x 10 hr shift x 12 months x 1 year Rural Deputy		4,320	\$ 81.80	\$ 353,376.00	\$ 24,948.35
2-1 person units x 10 ops/month x 10 hr shift x 12 months x 1 year Deputy (Maritime)		2,400	\$ 78.32	\$ 187,968.00	\$ 13,270.54
1-1 Sergeant unit x 10 ops/month x 10 hr shift x 12 months x 1 year Sergeant		1,200	\$ 90.40	\$ 108,480.00	\$ 7,658.69
1-1 Sergeant unit x 7 ops/month x 10 hr shift x 12 months x 1 year Rural Sergeant		840	\$ 98.81	\$ 83,000.40	\$ 5,859.83
1-1 Lieutenant unit x 1 op/month x 10 hr shift x 12 months x 1 year Lieutenant		120	\$ 106.33	\$ 12,759.60	\$ 900.83
1-2 Dispatcher unit x 1 op/month x 8 hr shift x 10 months x 1 year CC Dispatchers		160	\$ 51.80	\$ 8,288.00	\$ 1,098.99
	Sworn	CC Dispatchers			
Worker's Comp	5.610%		5.610%		
Medicare	1.45%		1.45%		
OASDI	6.20%				
Total Fringe Benefits	7.060%		13.260%		
San Diego County Probation Department	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
4 Deputy PO x 1day/wk x 10hr shift x 7 weeks DPO		281	\$ 62.70	\$ 17,615.51	\$ 1,026.98
1 Senior PO x 1 day/wk x 10 hr shift x 7 weeks SrPO		70	\$ 70.05	\$ 4,903.50	\$ 285.87
1 Supervising PO x 1 day/wk x 10 hr shift x 7 weeks SPO		70	\$ 83.26	\$ 5,828.20	\$ 339.78
Worker's Comp	4.38%				
Medicare	1.450%				
Total Fringe Benefits	5.830%				
Carlsbad Police Department	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
1-2 person unit x 1 day per week x 10 hour shift x 14 weeks Officer		275	\$75.00	\$ 20,625.00	\$ 402.19
1-2 person unit x 1 day per week x 10 hour shift x 14 weeks Corporal		275	\$78.00	\$ 21,450.00	\$ 418.27
1-2 person unit x 1 day per week x 8 hour shift x 9 weeks Sergeant		144	\$93.00	\$ 13,392.00	\$ 261.14
Worker's Comp	1.45%				
OASDI	0.50%				
Total Fringe Benefits	1.950%				
Chula Vista Police Department	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
1-2 Person unit x 1 day/wk x 6 hr shift x 52 wks Officer		624	\$74.81	\$ 46,683.31	\$ 676.91
1-2 Person unit x 1 day/wk x 6 hr shift x 52 wks Officer		624	\$74.81	\$ 46,683.94	\$ 676.92
1-1 Person unit x 1 day/wk x 6 hr shift x 52 wks Agent		312	\$85.43	\$ 26,654.16	\$ 386.49
1-1 Person unit x 1 day/wk x 6 hr shift x 52 wks Sergeant		312	\$98.69	\$ 30,791.28	\$ 446.47
Worker's Comp					
Medicare	1.45%				
Total Fringe Benefits	1.450%				
Coronado Police Department	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
1-1 person unit x 10 hr shift x 5 operations x 1 year Officer		50	\$83.59	\$ 4,179.50	\$ -
1-1 person unit x 10 hr shift x 3 operations x 1 year Corporal		30	\$89.23	\$ 2,676.90	\$ -
1-1 person unit x 10 hr shift x 3 operations x 1 year Sergeant		30	\$98.11	\$ 2,943.30	\$ -
Worker's Comp					
Medicare					
Total Fringe Benefits	0.000%				

Administration/Logistics/ Budget Request		Narrative Justification (Computation of Items)		Federal Request		
<b>Operational Overtime and Fringe Benefits</b>						
Escondido Police Department	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$ 12,610	\$ 1,290	
4 officers x 10 hour shift x 3 operations	Officer	125	\$76.29	\$ 9,512.75	\$ 973.15	
1 sergeant x 10 hour shift x 3 operations	Sergeant	31	\$99.27	\$ 3,097.70	\$ 316.89	
Worker's Comp 8.66%						
Medicare 1.45%						
SUI 0.12%						
Total Fringe Benefits	10.23%					
La Mesa Police Department	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$ 217,630	\$ 12,840	
4 Officers x 1 day a week x 10 hr shift x 47 weeks	Officer	1,880	\$80.00	\$ 150,400.00	\$ 8,873.60	
1 Sergeant x 1 day a week x 10 hr shift x 47 weeks	Sergeant	470	\$105.00	\$ 49,350.00	\$ 2,911.65	
8 Officers x 2 days x 12 hr shift (Op Gridlock)	Officer	192	\$80.00	\$ 15,360.00	\$ 906.24	
1 Sergeant x 2 days x 12 hr shift (Op Gridlock)	Sergeant	24	\$105.00	\$ 2,520.00	\$ 148.68	
Worker's Comp 4.450%						
Medicare 1.45%						
OASDI 0.00%						
Total Fringe Benefits	5.900%					
National City Police Department	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$ 53,654	\$ 5,269	
1 x 2 officer x 20 weeks x 10 hours per shift	Officer	400	\$71.55	\$ 28,620.00	\$ 2,810.48	
1 Corporal x 15 weeks x 10 hours per shift	Corporal	150	\$78.00	\$ 11,700.00	\$ 1,148.94	
1 Sergeant x 15 weeks x 10 hours per shift	Sergeant	150	\$88.89	\$ 13,333.50	\$ 1,309.35	
Operation Gridlock				\$ -	\$ -	
				\$ -	\$ -	
Worker's Comp 8.32%						
Medicare 1.50%						
Total Fringe Benefits	9.82%					
Oceanside Police Department	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$ 158,996	\$ 2,305	
3 officers per vessel operation X 9 hours X 33 operations	Officer	891	\$79.79	\$ 71,092.89	\$ 1,030.85	
1 sergeant per vessel operation X 9 hours X 33 operations	Sergeant	297	\$102.54	\$ 30,454.38	\$ 441.59	
2 officers per land operation X 9 hours X 40 operations	Officer	720	\$79.79	\$ 57,448.80	\$ 833.01	
Worker's Comp 0.00%						
Medicare 1.45%						
Total Fringe Benefits	1.450%					
San Diego Harbor Police Department	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$ 162,947	\$ 21,183	
2 Person Unit X 10hours/person X 2 Shifts/week X 52 Weeks	Officer/Corporal	2,080	\$72.66	\$ 151,132.80	\$ 19,647.26	
1 Person Unit X 10hours/shift X 1 Shift/month X 12 Weeks	Sergeant/Lieutenant	120	\$98.45	\$ 11,814.00	\$ 1,535.82	
				\$ -	\$ -	
Worker's Comp 4.64%						
OASDI 8.36%						
Total Fringe Benefits	13.000%					

CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST		FRINGE BENEFIT (WORKER'S COMP & FICA)
			\$	\$	\$
<b>San Diego Police Department</b>			<b>\$ 98,571</b>	<b>\$ 1,429</b>	
2 Sergeant x 10 OT hours x 12 Operations	Police Sergeant	236	\$99.24	\$ 23,419.85	\$ 339.59
1 Detectives x 10 OT hours x 12 Operations	Police Detective	120	\$82.43	\$ 9,891.60	\$ 143.43
7 Police Officers x 10 OT hours x 12 Operations	Police Officer II	840	\$77.69	\$ 65,259.60	\$ 946.26
			\$	-	\$ -
Worker's Comp					
FICA 1.45%					
Medicare					
Total Fringe Benefits	1.450%				
<b>Sycuan Tribal Police Department</b>			<b>\$ 21,806</b>	<b>\$ 1,494</b>	
1 1 person unit x 10 hr shift x 1 times month x 8 months	Sergeant	79	\$55.20	\$ 4,336.07	\$ 297.02
1 1 person unit x 10 hr shift x 1 times month x 6 months	Corporal	59	\$52.20	\$ 3,070.27	\$ 210.31
2 2 officer unit x 10 hr shift x 1 times month x 8 months	Officers	320	\$45.00	\$ 14,400.00	\$ 986.40
			\$	-	\$ -
Worker's Comp 5.40%					
FICA 1.45%					
Medicare					
Total Fringe Benefits	6.850%				
<b>University of California, San Diego Police Department</b>			<b>\$ 9,800</b>	<b>\$ 254</b>	
2 officer x 1 day/week x 7 hr shift x 10 weeks	Officer	140	\$70.00	\$ 9,800.00	\$ 253.82
Worker's Comp 0.84%					
Medicare 1.45%					
OASDI 0.30%					
Total Fringe Benefits	2.59%				
<b>LA County Sheriff's Department</b>	<b>CLASSIFICATION</b>	<b>OVERTIME</b>	<b>OT RATE</b>	<b>TOTAL OPERATIONAL OT COST</b>	<b>FRINGE BENEFIT (WORKER'S COMP &amp; FICA)</b>
				\$ 450,000	\$ -
<b>Boat Support</b>	Deputy, Sergeant and Lieutenant	3,275	\$ 101.00	\$ 330,819.88	
5 personnel x 10 hours x 17 day detail x 4 quarters per year x 1 year					
<b>Aircraft Support</b>	Deputy, Sergeant and Lieutenant	1,000	\$ 101.00	\$ 101,000.00	
5 personnel x 10 hours x 5 day detail x 4 qtrs x 1 yr					
<b>Fixed wing and ASTAR</b>	Deputy, Sergeant and Lieutenant	180	\$ 101.00	\$ 18,180.00	
Surveillance/response support					
3 personnel x 10 hours x 2 day detail x 3 qtrs x 1 yr					
Worker's Comp 0.00%					
Medicare 0.00%					
Total Fringe Benefits 0.00%					
<b>Orange County Sheriff's Department</b>	<b>CLASSIFICATION</b>	<b>OVERTIME</b>	<b>OT RATE</b>	<b>TOTAL OPERATIONAL OT COST</b>	<b>FRINGE BENEFIT (WORKER'S COMP &amp; FICA)</b>
				\$ 130,226	\$ 13,166
3 Deputies units x 10 hrs shift x 50 opa/year	Deputy	1,500	\$ 77.81	\$ 116,715.00	\$ 11,799.89
1 Sergeant x X10 hrs shift X 14 opa/year	Sergeant	140	\$ 96.51	\$ 13,511.40	\$ 1,366.00
Sworn				Dispatchers/Non-Sworn	
Worker's Comp 8.66%				18.05%	
Medicare 1.45%				1.45%	
Total Fringe Benefits 10.11%				19.50%	

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request		
<b>Operational Overtime and Fringe Benefits</b>				
San Luis Obispo County Sheriff's Office	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST      FRINGE BENEFIT (WORKER'S COMP & FICA)
2-2 person unit x 3 days per week x 8hr shift x 13 weeks	Sr. Deputy Sheriff	1,248	\$79.16	\$ 125,976      \$ 20,811
1-1person unit x 3 days per week x 8hr shift x 13 weeks	Sergeant	312	\$87.13	\$ 98,791.68      \$ 16,320.39
Worker's Comp	8.87%			
Medicare	1.45%			
FICA	6.20%			
Total Fringe Benefits	16.52%			
Santa Barbara County Sheriff's Office	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST      FRINGE BENEFIT (WORKER'S COMP & FICA)
2- 1-Person Unit X 8-Hours Shift X 11 Ops X 1 year	Deputy	172	\$69.45	\$ 48,585      \$ -
2- 1-Person Unit X 8-Hours Shift X 20 Ops X 1 year	Deputy Sheriff SD	320	\$75.76	\$ 11,960.54      \$ -
3-1-Person Unit X 8-Hours Shift X 6 Ops X 1 year	Sergeant	144	\$85.98	\$ 24,243.20      \$ -
Worker's Comp	0.00%			
Medicare	0.00%			
Total Fringe Benefits	0.00%			
Ventura County Sheriff's Office	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST      FRINGE BENEFIT (WORKER'S COMP & FICA)
2-1 Person marked unit X2 Dys/wk x 8hr shift x 40 wks	Deputy	1,280	\$76.34	\$ 289,100      \$ -
2-1 Person marked unit X2 Dys/wk x 8hr shift x 40 wks	Sr Deputy	1,277	\$84.14	\$ 97,715.20      \$ -
1-1 Person marked unit X2 Dys/wk x 8hr shift x 40 wks	Sergeant	640	\$99.98	\$ 107,454.18      \$ -
1-1 Person air unit x 27 Ops x 4hrs	Crew Chief	108	\$84.14	\$ 63,987.20      \$ -
1-1 Person air unit x 27 Ops x 4hrs	Pilot	108	\$100.52	\$ 9,087.12      \$ -
Worker's Comp	0.00%			
Medicare	0.00%			
Total Fringe Benefits	0.00%			
Monterey County Sheriff's Office	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST      FRINGE BENEFIT (WORKER'S COMP & FICA)
2-1 person unit(s) x 1 day/wk x 8 hr shift x 37 weeks	Deputy Sheriff	592	\$80.58	\$ 77,269      \$ 1,120
1 Sergeant x 1 day/wk x 8 hr shift x 37 weeks	Sheriff's Sergeant	296	\$99.89	\$ 47,700.99      \$ 691.66
296				\$ 29,568.40      \$ 428.74
Worker's Comp				
Medicare	1.45%			
Total Fringe Benefits	1.45%			
San Mateo County Sheriff's Office	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST      FRINGE BENEFIT (WORKER'S COMP & FICA)
1 Sergeant x 2 days x 8 hour shift x12 months	Sergeant	192	\$145.00	\$ 73,233      \$ 8,583
2 Deputy x 2 days x 8 hour shift x 12 months	Deputy	384	\$118.21	\$ 27,840.00      \$ 3,263.00
				\$ 45,392.64      \$ 5,320.00
Worker's Comp	9.52%			
Medicare	1.45%			
OASDI	0.75%			
Total Fringe Benefits	11.72%			

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request			
<b>Operational Overtime and Fringe Benefits</b>					
CA Highway Patrol	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
				\$ 341,828	\$ 4,957
Proactive Enforcement					
1 Sgts X 10 hrs per day X 4 days per month X 12 months Sergeant		480	\$118.52	\$ 56,889.60	\$ 824.90
5 Officers X 10 hrs per day X 4 days per month X 12 months Officer		2,400	\$97.43	\$ 233,832.00	\$ 3,390.56
1 PSD X 10 hrs per day X 4 days per month X 12 months PSD 1		480	\$47.88	\$ 22,982.40	\$ 333.24
Operation Gridlock					
2 Sgts X 10 hrs per day X 2 days per year Sergeant		40	\$118.52	\$ 4,740.80	\$ 68.74
12 Officers X 10 hrs per day X 2 days per year Officer		240	\$97.43	\$ 23,383.20	\$ 339.06
Sworn	CC Dispatchers				
OASDI			0.00%		
Medicare			1.45%		
Total Fringe Benefits			1.45%		
CA Department of Fish & Wildlife	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
				\$ 42,977	\$ 623
1-1 person unit x 5 hr shift x 100 ops x 1 year Officer		500	\$60.00	\$ 30,000.00	\$ 435.00
1-1 person unit x 5 hr shift x 40 ops x 1 year Lieutenant		200	\$65.00	\$ 12,977.25	\$ 188.17
Worker's Comp	0.00%				
Medicare	1.45%				
Total Fringe Benefits	1.45%				
CA Department of Parks and Recreation	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
				\$ 166,039	\$ 2,408
10 shifts per month (x 2 officers) x 5 hr. shift x 12 mo. k Peace Officer (San Die		1,200	58.18	\$ 69,816.00	\$ 1,012.33
6 shifts per month (x 1 officers) x 5 hr. shift x 12 mo. lte Park Peace Officer (Si		360	60.37	\$ 21,733.20	\$ 315.13
4 shifts per month (x 1 officers) x 10 hr. shift x 12 mo. Peace Officer - Vessel (		480	58.18	\$ 27,926.40	\$ 404.93
4 shifts per month (x 1 officers) x 10 hr. shift x 12 mo. e Park Peace Officer - V		480	60.37	\$ 28,977.60	\$ 420.18
2 shifts per month (x 2 officers) x 5 hr. shift x 12 mo. irk Peace Officer (Orange		240	58.18	\$ 13,963.20	\$ 202.47
1 shifts per month (x 1 officers) x 5 hr. shift x 12 mo. late Park Peace Officer ((		60	60.37	\$ 3,622.20	\$ 52.52
				\$ -	\$ -
				\$ -	\$ -
Worker's Comp	0.00%				
Medicare	1.45%				
Total Fringe Benefits	1.45%				
<i>*The Total OT and Fringe Benefit Costs for each agency is rounded to the nearest whole number.</i>					
<b>Operational Overtime and Fringe Benefits</b>					
<b>Total Overtime Costs</b>					<b>\$6,173,786</b>
<b>Total Fringe Costs</b>					<b>\$346,605</b>

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
<b>Vehicle/Vessel Maintenance</b>		
<b>Oceanside Police Department</b>		<b>\$ 10,546</b>
	Oil Changes/Tune-ups and Monthly Hull Cleaning	\$659.00/month for labor x 12 months + \$219.81/month for oil changes and tune-ups x 12 months
<b>San Diego Harbor Police Department</b>		<b>\$ 17,000</b>
	Maintenance on 38ft. SAFE Boat Patrol Vessel	2% X \$850,000 Original Cost
<b>Orange County Sheriff's Department</b>		<b>\$ 88,755</b>
	OPSG-purchased SAFE Boat Maintenance costs for 3 engines to include: oil changes, tune-ups, 1,000hr service, lower unit oil, impeller service, misc repairs/failures	<p>SERVICE COSTING:            Oil changes- 15 x \$70= \$1050 x 3 engines= \$3,150            Tune ups- 2.5 x \$80= \$200 x 3 engines= \$ 600            1000 hr. service- 1.5X 144= \$216 x 3 engines= \$ 648            Lower unit oil- 7.5 x \$13.02= \$97.65 x 3 engines= \$ 293            Impeller service- 5 x \$60= \$300 x 3 engines= \$ 900            Misc. repairs/failures (seals, pumps, etc.)= \$2,466</p> <p>LABOR COSTING:            Carpenter = \$59/hr x 10 hrs/month x 8 services: \$4,720            Marine Mechanic = \$57.04/hr x 15 hrs/month x 10 services: \$8,556</p>
	Safe Boat Engines	22,474 X3
<b>San Luis Obispo County Sheriff's Office</b>		<b>\$ 7,338</b>
	Safe Boat Maintenance Costs (2% of the original purchase cost of the boat)	\$366,900 x 2% = \$7,338
<b>CA Department of Parks and Recreation</b>		<b>\$ 16,200</b>
	OPSG-purchase SAFE Boat Maintenance Costs	\$500 x 12 mo.
	Monthly Slip Fee	\$850 x 12 mo.
<i>*The Total Vehicle/Vessel Maintenance Cost for each agency is rounded to the nearest whole number.</i>		
<b>Total Vehicle/Vessel Maintenance</b>		<b>\$139,839</b>
<b>Equipment Maintenance</b>		
<b>San Diego County Sheriff's Department</b>		<b>\$ 86,888</b>
	GPS Trackers Annual Service Fees	\$600 x 60 units x 1 year
	GPS Trackers Maintenance Fees	\$150 x 60 units x 1 year
	IB IR Camera Annual Maintenance Fee	\$20,000 x 1 unit x 1 year
	Monthly 800 mhz (RCS) User Fees	\$342 x 64 radios x 1 year
<b>La Mesa Police Department</b>		<b>\$ 12,000</b>
	Vigilant LPR data subscription for existing StoneGarden LPR's and new trailer.	12,000
<b>Monterey County Sheriff's Office</b>		<b>\$ 1,260</b>
	Monthly Motorola digital radio user fee	\$35.00 X 3 units X 12 months
<i>*The Total Equipment Maintenance Cost for each agency is rounded to the nearest whole number.</i>		
<b>Total Equipment Maintenance</b>		<b>\$100,148</b>

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request	
<b>New Equipment</b>			
San Diego County Sheriff's Department			
<b>EQUIPMENT</b>	<b>QUANTITY</b>	<b>TOTAL</b>	
Fully Outfitted Patrol Vehicle	1	72,000	12VE-00-MISS
<i>*No in car/dash cameras/systems will be purchased with OPSG funds</i>			
Fully Outfitted Covert Vehicles	3	150,000	12VE-00-MISS
<i>*No in car/dash cameras/systems will be purchased with OPSG funds</i>			
Mobile LPR System for Patrol Vehicle	1	20,001	03OE-01-ALPR
Mobile LPR Systems for Covert Vehicle	3	60,000	03OE-01-ALPR
Fixed LPR Systems	5	150,000	03OE-01-ALPR
Night Vision Goggles	7	35,000	03OE-02-TILA
Thermal Imaging Binoculars	2	14,000	03OE-02-TILA
Small Unmanned Aircraft System	1	90,000	03OE-07-SUAS
GPS Trackers	15	22,500	04AP-02-DGPS
Replacement Imperial Beach Camera System	1	650,000	04MD-01-IRED
<b>TOTAL COST</b>		<b>1,263,501</b>	
Chula Vista Police Department			
<b>EQUIPMENT</b>	<b>QUANTITY</b>	<b>TOTAL COST</b>	
Night Vision Monoculars	2	7,800	03OE-02-TILA
Mobile LPR Systems (to be installed in 2 previously funded OPSG Vehicles)	2	40,000	03OE-01-ALPR
<b>TOTAL</b>		<b>47,800</b>	
Escondido Police Department			
<b>EQUIPMENT</b>	<b>QUANTITY</b>	<b>TOTAL COST</b>	
Mobile LPR System	1	22,800	03OE-01-ALPR
<b>TOTAL</b>		<b>22,800</b>	
La Mesa Police Department			
<b>EQUIPMENT</b>	<b>QUANTITY</b>	<b>TOTAL COST</b>	
LPR and Trailer System	1	52,300	03OE-01-ALPR
<b>TOTAL</b>		<b>52,300</b>	
Sycuan Tribal Police Department			
<b>EQUIPMENT</b>	<b>QUANTITY</b>	<b>TOTAL COST</b>	
Fixed LPR (2-Camera) System	1	28,200	03OE-01-ALPR
<b>TOTAL</b>		<b>28,200</b>	

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
<b>New Equipment</b>		
<b>San Luis Obispo County Sheriff's Office</b>		
EQUIPMENT	QUANTITY	TOTAL COST
Vigilant Solutions fixed ALPR camera system mounted to portable message board trailer with solar power system	1	56,100 03OE-01-ALPR
<b>TOTAL COST</b>		<b>56,100</b>
<b>Ventura County Sheriff's Office</b>		
EQUIPMENT	QUANTITY	TOTAL COST
Flight Cell DZM with Satellite	1	18,900 06CC-04-EQSD
Fixed LPR Systems	2	84,000 03OE-01-ALPR
L3 Night Vision Binoculars	2	27,000 03OE-02-TILA
<b>TOTAL COST</b>		<b>129,900</b>
<b>Monterey County Sheriff's Office</b>		
EQUIPMENT	QUANTITY	TOTAL COST
LPR and Trailer System	1	47,750 03OE-01-ALPR
<b>TOTAL</b>		<b>47,750</b>
<b>San Mateo County Sheriff's Office</b>		
EQUIPMENT	QUANTITY	TOTAL COST
L3 WTM-P1 Thermal Viewer -estimated cost per unit = \$13,500.00	2	27,000 03OE-02-TILA
<b>TOTAL COST</b>		<b>27,000</b>
<i>*The Total Equipment Cost for each agency is rounded to the nearest whole number.</i>		
<b>Total New Equipment</b>		<b>\$1,675,351</b>

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
<b>Fuel Costs</b>		
<b>Oceanside Police Department</b>		\$ 23,653
Safe Boat Fuel Costs	180/gallons per operation X 33 operations	5940.3 gallons X \$3.9818/gallon \$ 23,653
<b>San Diego Harbor Police Department</b>		\$ 134,784
OB Motor Fuel for 38 ft. SAFE Boat Patrol Vessel	2 Shifts Per Week X 9 Hrs. Operating Time Per Shift X 4 Engines X 8 gallons Per Engine Per Hour X \$4.50/gallon X 52 Weeks	134,784
<b>Orange County Sheriff's Department</b>		\$ 18,700
	SAFE boat fuel cost \$3.74/gallon X 10 gallons/hour X 10 hours/operation x 50 hours/operation/year X 1 year	18,700
<b>San Luis Obispo County Sheriff's Office</b>		\$ 3,119
	SAFE Boat fuel costs \$3.78/gallon x 15 gallons/hour x 5 hours/operation x 11 operations/year	3,119
<b>CA Department of Parks and Recreation</b>		\$ 5,607
	Patrol Boat fuel costs 1,246 gallons X \$4.50/gallon	\$ 5,607
<i>*The Total Fuel Cost for each agency is rounded to the nearest whole number.</i>		
<b>Total Fuel Costs</b>		<b>\$185,863</b>

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
<b>Mileage</b>		
<b>San Diego County Sheriff's Department</b>	Includes fuel and maintenance 237,088 miles x \$0.580/mile	\$ 137,511
<b>Carlsbad Police Department</b>	Includes fuel and maintenance 5,950 miles x \$0.580/mile	\$ 3,451
<b>Coronado Police Department</b>	Includes fuel and maintenance 345 miles x \$0.580/mile	\$ 200
<b>La Mesa Police Department</b>	Includes fuel and maintenance 11,258 miles x \$0.580/mile	\$ 6,530
<b>National City Police Department</b>	Includes fuel and maintenance 1857 miles x \$0.580/mile	\$ 1,077
<b>San Diego Harbor Police Department</b>	1 shift per month X 242.25 miles per shift X \$0.580/mile X 12 months.	\$ 1,686
<b>University of California, San Diego Police Department</b>	Includes fuel and maintenance 1631 miles x \$0.580/mile	\$ 946
<b>Orange County Sheriff's Department</b>	Includes fuel and maintenance 2,160 miles x \$0.580/mile	\$ 1,253
<b>San Luis Obispo County Sheriff's Office</b>	Includes fuel and maintenance 23200 miles x \$0.580/mile	\$ 13,456
<b>Santa Barbara County Sheriff's Office</b>	Includes fuel and maintenance 9,500 miles x \$0.580/mile	\$ 5,510
<b>Monterey County Sheriff's Office</b>	Includes fuel and maintenance 9,225 miles x \$0.580/mile	\$ 5,351
<b>San Mateo County Sheriff's Office</b>	2 vehicles x100 miles (Ave.miles per Vehicle/per 200 miles x2 times a month x12 operation=200 monrhs= 4800 miles 4800 miles x \$0.580/mile	\$ 2,784
<b>CA Highway Patrol</b>	Includes fuel and maintenance 91750 miles x \$0.580/mile	\$ 53,215
<b>CA Department of Parks and Recreation</b>	Includes fuel and maintenance 16,804 miles x \$0.580/mile	\$ 9,746
<b>Total Mileage</b>		<b>\$242,716</b>

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
<b>Flight Costs</b>		
San Luis Obispo County Sheriff's Office		\$ 4,500
	Cessna 182 R Flight Costs 15 operations x 3 hours = 48 hours x \$100.00/our	\$ 4,500
Santa Barbara County Sheriff's Office		\$ 3,905
	Flight Costs 1 flight operation x 5 hours x \$781.00/ hour	\$ 3,905
<i>*The Total Flight Cost for each agency is rounded to the nearest whole number.</i>		
<b>Total Flight Costs</b>		<b>\$8,405</b>

<b>M&amp;A</b>						
San Diego County Sheriff's Department	CLASSIFICATION	HOURS	REG. RATE	OT RATE	S&B COST	FRINGE BENEFIT COST
Assist with grant administration Undergraduate Student Worker		2,480	\$ 15.80	\$ -	\$ 39,184	\$ 5,196
Assist with grant administration Account Clerk		4,160	\$ 19.59	\$ -	\$ 81,494	\$ 10,806
Assist with grant administration Administrative Analyst I		4,160	\$ 31.67	\$ -	\$ 131,747	\$ 17,470
Management & Administrative OT Account Clerk		20	\$ -	\$ 29.39	\$ 588	\$ 78
Management & Administrative OT Administrative Analyst I		300	\$ -	\$ 47.51	\$ 14,252	\$ 1,890
Management & Administrative OT Administrative Analyst II		20	\$ -	\$ 56.31	\$ 1,126	\$ 149
Management & Administrative OT Administrative Analyst III		300	\$ -	\$ 62.25	\$ 18,675	\$ 2,476
Management & Administrative OT Staff Accountant		20	\$ -	\$ 45.32	\$ 906	\$ 120
Management & Administrative OT Associate Accountant		20	\$ -	\$ 49.88	\$ 998	\$ 132
<i>*The Total M&amp;A Cost is rounded to the nearest whole number.</i>						
<b>Total M&amp;A</b>						<b>\$327,287</b>
<b>TOTAL FY 2019 OPSG GRANT REQUEST</b>						<b>\$9,200,000</b>

<i>*In some of the agencies' budget worksheet detailed above, certain categorical statistics, i.e. number of OT hours, OT rate, Fringe Benefit rate, as well as operational OT and Fringe Benefit costs have been rounded using Microsoft Excel in order to stay within the allocated budget plan.</i>
<i>**The following agencies have elected not to request reimbursement under Fringe Benefits from FY 2019 OPSG: Coronado Police Department, Los Angeles Sheriff's Department, Santa Barbara County Sheriff's Office and Ventura County Sheriff's Office.</i>

**Cost Estimates:**

General Cost: \$2,352,322

OT Cost: \$6,847,678

Total Cost: \$9,200,000

**B. Travel:**

Not Applicable

**C. Lodging:**

Not Applicable

**D. Reception of Detailed Personnel:**

Not Applicable

**E. Uniform and Equipment:**

Equipment justifications: As prescribed by the participating state and local agency chain of command.

**F. Special Equipment:**

Not Applicable

**G. Alien Processing:**

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. Seizures will be processed in accordance with existing federal, state, and local policies. State felony warrant suspects in CBP/Border Patrol custody will be managed 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 procedures.

**I. Detention/Transportation:**

Participating OPSG law enforcement agencies will not detain individuals based on their citizenship nor will they transport detainees who are being detained solely for immigration violations under Title 8 USC.

**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: Rodney S. Scott  
Deputy Chief Patrol Agent: Roy D. Villareal  
Director: ACPA Jason Liebe  
OPSG Rep: SBPA Robert Nila, Jason Feldman (619) 915-9306

SD Regional Coordinating Mechanism (ReCoM)  
SBPA Kurtis Kantura (619) 278-7123

Central California Maritime Agency Coordination Group (CenCalMAC)  
SBPA Luis A. Narez (562) 544-5607

San Francisco ReCoM MAC  
BP Operations Officer Carlos Salorio (760) 554-4436

**B. Unit Command:**

U.S. Border Patrol Stations:

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

**C. Communication Details:**

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:**

	<b>Longitude</b>	<b>Latitude</b>
<b>Degrees : Minutes : Seconds</b>	0 : 0 : 0	0 : 0 : 0
<b>Decimal</b>	0	0

**Location Zone:****ANNEX****A. Administration Annex:**

The San Diego County Sheriff's Department will be the OPSG Grant Administrator. The grant funding for each of the OPSG participants is approved on a case-by-case basis specific to the yearly 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 2019 Operation Stonegarden Program will concentrate in conducting smaller, more frequent operations throughout the year.

Operations the IPT has determined to be beneficial to the sector are:

- Interstate Highways 5 (I-5) and 15 (I-15) interdiction: Utilizing San Diego Sheriff's Criminal Intelligence Unit (CIU), San Diego Sheriff's Border Crime Suppression Team (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 I-5 and I-15 checkpoints.

- East and Westbound Highway Interdiction utilizing CIU, BCST, CHP, Border Patrol, and State/Local Agencies. This would be a coordinated effort with the I-5 and I-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.
- U.S. Highway 101 (US-101) and I-5 interdiction: Utilizing CIU, 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.
- Coast Watch surge: Utilizing CHP, Border Patrol, and State/Local Agencies, including harbor units and CBP air & marine. Set up large scale coastal operations from San Diego County north to Monterey County 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 intelligence.
- During inclement weather phases along the international border (fog, rain), partners may be asked to conduct high visibility patrols in areas known for human and narcotic smuggling to help deter the surge in attempted smuggling events that occur during this time. Requests will be made by the OPSG IPT based upon weather data confirming that conditions are imminent. Departments will supply resources based upon staffing levels and availability.

These operations are only a sampling of what will be done in the upcoming year. The type of operation will change as the threat picture changes. The OPSG IPT encourages OPSG participating agencies to develop and lead operations either within their jurisdiction or regionally. Once the operation is planned, details are shared with all OPSG participating agencies, along with an invitation to participate in the operation. Departments will supply resources based upon staffing availability. The San Diego AOR has found these types of multi-agency operations is what has fostered collaboration, cooperation and strong relationships which characterize the OPSG grant program in the AOR and ultimately is what has led to OPSG being a success.

#### **C. Communication Annex:**

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

**D. 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:**

No risks have been associated with this Op Order.

**PHOTOS:**

No photos have been associated with this Op Order.