

**AGREEMENT FOR THE
FISCAL YEAR 2014 OPERATION STONEGARDEN (OPSG) GRANT**

PARTIES TO THE AGREEMENT

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

PARTY DEPARTMENTS OR AGENCIES PARTICIPATING IN THE AGREEMENT

For the COUNTY, participating agencies are Probation Department and the Sheriff’s Department (“SHERIFF”). For the CITIES and SDUPD, and University, participating agencies are their respective police department. For LAC, MC, OC, SLOC, SMC, SBC, SCC, and VC, participating agencies are their respective Sheriff’s Department. CHP, DFW, DMV, and DPR do not have subordinate agencies or department participants.

RECITALS

R.1 COUNTY through SHERIFF requested and received funds from the U.S. Department of Homeland Security (DHS) passed through the California Governor’s Office of Emergency Services (CalOES), under the Fiscal Year (FY) 2014 Operation Stonegarden Grant (OPSG) Program.

R.2 Funds shall be used to support the OPSG program to enhance law enforcement preparedness and operational readiness along the land and water borders of the United States.

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

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

R.5 COUNTY, by action of the Board of Supervisors Minute Order No. 2 on January 27, 2015, approved and authorized the SHERIFF to execute expenditure contracts to use FY2014

OPSG funds to reimburse all PARTIES for overtime expenses; equipment and vehicle purchases; fuel, mileage, flight, and vehicle and equipment maintenance costs incurred in OPSG activities not to exceed the amounts described in Exhibit A – Budget Worksheet, during the project period September 1, 2014 through May 31, 2016.

R.6 PARTIES agree to maintain documentation supporting all expenditures reimbursed from OPSG grant funds, ensure all expenditures are allowable under grant requirements, adhere to their jurisdictions authorized procurement methods and comply with the Single Audit Act and OMB Circular A-133 regarding an organization-wide financial and compliance audit reports if \$500,000 or more of OPSG federal funds are expended in a fiscal year. The documentation and records shall be maintained and retained in accordance with OPSG grant requirements and shall be available for audit and inspection.

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

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

- (a) Exhibit A – FY 2014 Budget Worksheet
- (b) Exhibit B – FY 2014 Grant Assurances
- (c) Exhibit C – FY 2014 OPSG Operations Order
- (d) Exhibit D - FY 2014 Homeland Security Grant Program Funding Opportunity Announcement (FOA), which can be referenced at http://www.fema.gov/media-library-data/1395161200285-5b07ed0456056217175fbdee28d2b06e/FY_2014_HSGP_FOA_Final.pdf
- (e) Exhibit E – FY 2014 The Operation Stonegarden Grant Program State Supplemental Guidance ("Guide"), which can be referenced at <http://caloes.ca.gov/EMS-HS-HazMat/Pages/Operation-Stonegarden-Program-Documents.aspx>
- (f) Exhibit F – 44 CFR Part 13— Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments ("44 CFR Part 13")

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

AGREEMENT

1. Purpose And Intent

The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by the U.S. Department of Homeland Security passed through the California Emergency Management Agency, under the Operation Stonegarden Grant.

2. SCOPE OF SERVICES

2.1 Method of Service Delivery

SHERIFF will maintain the OPSG grant and will be administratively responsible for coordination of PARTIES' obligations under this Agreement. The SHERIFF'S OPSG

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

2.2 Overview Of Basic Services

PARTIES will provide OPSG activities (“Activities”) by increasing law enforcement presence in their designated areas of jurisdiction and in coordination with other OPSG partner agencies in order to support the U. S. Department of Homeland Security, Bureau of Customs and Border Protection efforts in the region to improve border security. The PARTIES will enforce local and state laws and will not enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

3. TERM OF AGREEMENT

3.1 Initial Term

The term of this Agreement shall be retroactive to 12:01 a.m. on September 1, 2014, and shall continue in effect through and terminate at midnight on May 31, 2016; subject to the termination provision in section 3.2.

3.2 Termination

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

4. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

4.1 Anticipated Outcome

The anticipated outcome of the OPSG Activities to be provided by PARTIES under this Agreement is increased law enforcement presence in each respective PARTY’s designated area of jurisdiction in order to support the U. S. Department of Homeland Security, Bureau of Customs and Border Protection efforts in the region to improve border security and reduce border related crime. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by the PARTIES and in Exhibit C – FY 2014 OPSG Operations Order, to this Agreement.

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

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

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

4.1.2.2 Increase information sharing during operations.

4.1.3 Prior to OPSG Operations, PARTIES Designated Coordinator, as outlined in Section 4.2.3, should submit an Operations Plan to the Integrated Planning Team (IPT) at least 72 hours prior to the operation. The IPT is comprised of the SHERIFF and US Border Patrol sworn grant representatives. The role of the IPT is to work together to provide support and

guidance to the local, state and federal law enforcement stakeholders within the grant. The Operations Plan is to be submitted via email to the current IPT point of contact and to SDCOPSG2008@cbp.dhs.gov.

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

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

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

4.2 Personnel Qualifications And Assignment

4.2.1 Qualifications

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

4.2.2 Management, Direction and Supervision; Independent Contractors

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

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

4.2.3 Designated Coordinators

SHERIFF shall select and designate a Coordinator, at the rank of Sheriff's Lieutenant, who shall manage and direct the OPSG program. Each other PARTY shall select and designate a Coordinator for their respective agency under this Agreement. The Designated Coordinators for each PARTY shall serve as their agency contact and shall implement, as needed, appropriate procedures governing the performance of all requirements under this

Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

4.2.4 Staffing for Basic Services

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

4.2.5 Equipment and Supplies

COUNTY through SHERIFF will provide SHERIFF OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform OPSG Activities. Similarly, County Participating Agency and all Non-County PARTIES will provide their respective OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform OPSG Activities unless otherwise specified in Exhibit C.

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

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

5. COST OF SERVICES/CONSIDERATION

5.1 General

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

5.1.2 PARTIES agree that awarded funds, identified as allowable costs, as set forth in Exhibit D shall be expended only for Activities, operating expenses, and equipment as detailed in Exhibit A – FY 2014 Budget Worksheet and that unallowable costs are not reimbursable as set forth in Exhibit D.

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

5.2 Project Costs/Rate of Compensation

COUNTY through SHERIFF shall reimburse PARTIES for overtime worked by personnel assigned to perform OPSG Activities and shall reimburse for equipment and vehicle purchases, equipment and vehicle maintenance, flight costs, fuel, and mileage based upon available funding and the actual costs incurred by PARTIES to provide Activities, purchase and

maintain equipment and vehicles, flight costs, fuel, and mileage, under this Agreement, provided the costs were included in the approved Operations Order.

5.3 Method of Payment

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

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

5.3.2 PARTIES shall provide payroll records for each and every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task, regular hourly rate, overtime hourly rate, overtime hours worked, date overtime worked and fringe benefit rate and cost. PARTIES shall make available to SHERIFF for inspection, upon request, all payroll records and any other records that relate to the Basic Services provided under this Agreement.

5.3.3 Within ninety (90) business days upon receipt of valid invoice and complete documentation, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

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

5.4 Reimbursement Disallowances

PARTIES who do not comply with the procedures set forth in Section 5.3 are at risk of having any incurred expenditures disallowed for reimbursement by SHERIFF. If a PARTY fails to submit claims for reimbursement within the provided time period for reimbursement, they will be formally notified by SHERIFF that the claims are past due and any funds allocated to that PARTY for the time period can be redistributed among other participating agencies.

6. PROGRAM/FINANCIAL ADMINISTRATION

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

6.1.1 Contract Provisions

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

6.1.2 Sole Source Purchases

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

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

7.1 Workers Compensation And Employment

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

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

7.2 Indemnification Related To Acts Or Omissions; Negligence

7.2.1 Claims Arising From Sole Acts or Omissions of a PARTY

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers and employees, from any claim, action or proceeding against the other PARTIES, arising solely out of its own acts or omissions in the performance of this Agreement. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement.

PARTIES shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

7.2.2 Claims Arising From Concurrent Acts or Omissions

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

7.2.3 Joint Defense

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

7.2.4 Reimbursement and/or Reallocation

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

8. GENERAL PROVISIONS

8.1 Notices

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

To COUNTY and SHERIFF:

Sheriff
San Diego County Sheriff's Department
P. O. Box 939062
San Diego, CA 92193

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

To Non-County PARTIES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sheriff
Santa Cruz Sheriff's Office
701 Ocean Street Room 340
Santa Cruz, CA 95060

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

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

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

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

8.2 Amendment

This Agreement may be modified or amended only by a written document signed by the COUNTY through SHERIFF and the affected PARTY or PARTIES, and no oral understanding or agreement shall be binding on any PARTY or PARTIES.

8.3 Entire Agreement

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

8.4 Construction

This Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one party.

8.5 Waiver

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

8.6 Authority to Enter Agreement

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

8.7 Cooperation

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

8.8 Counterparts

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

8.9 Severability

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

8.10 Representation

PARTIES' Chief, or their respective designee, shall represent PARTIES in all discussions pertaining to this Agreement. SHERIFF, or his or her designee, shall represent SHERIFF in all discussions pertaining to this Agreement.

8.11 Dispute Resolution Concerning Services and Payment

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

8.12 Termination of Funding

In the event that funding for reimbursement of costs related to OPSG Activities is terminated by the DHS, this Agreement in its entirety shall be considered null and void and COUNTY through SHERIFF and PARTIES shall no longer be required to provide OPSG Activities as described herein. In such event, the COUNTY through SHERIFF and PARTIES shall meet immediately, and if agreed upon by the COUNTY through SHERIFF and PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of OPSG Activities through alternate means.

8.13 Obligation

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

8.14 California Law

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

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on this ____ day of _____, 2015.

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

William D. Gore
Sheriff

**CARLSBAD POLICE
DEPARTMENT**

Gary Morrison
Chief

**CORONADO POLICE
DEPARTMENT**

Jon Froomin
Chief

**ESCONDIDO POLICE
DEPARTMENT**

Craig Carter
Chief

**NATIONAL CITY
POLICE DEPARTMENT**

Manuel Rodriguez
Chief

**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

Mack Jenkins
Chief

**CHULA VISTA
POLICE DEPARTMENT**

David Bejarano
Chief

CITY OF EL CAJON

Douglas Williford
City Manager

**LA MESA POLICE
POLICE DEPARTMENT**

Ed Aceves
Chief

**OCEANSIDE POLICE
DEPARTMENT**

Frank McCoy
Chief

**SAN DIEGO POLICE
DEPARTMENT**

Shelley Zimmerman
Chief

**SAN DIEGO HARBOR POLICE
DEPARTMENT**

John Bolduc
Chief

**LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT**

Jim McDonnell
Sheriff

**ORANGE COUNTY
SHERIFF'S DEPARTMENT**

Sandra Hutchens
Sheriff

**SAN MATEO COUNTY
SHERIFF'S OFFICE**

Greg Munks
Sheriff

CITY OF SAN DIEGO

Mayor Kevin L. Faulconer
or Designee

**UNIVERSITY OF CALIFORNIA
SAN DIEGO POLICE DEPARTMENT**

David S. Rose
Chief

**MONTEREY COUNTY
SHERIFF'S OFFICE**

Scott Miller
Sheriff-Coroner

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

Ian Parkinson
Sheriff

**SANTA BARBARA COUNTY
SHERIFF'S OFFICE**

Bill Brown
Sheriff-Coroner

**SANTA CRUZ COUNTY
SHERIFF'S OFFICE**

Jim Hart
Sheriff

**CALIFORNIA HIGHWAY
PATROL**

Jim Abele
Chief, Border Division


**CALIFORNIA DEPARTMENT
OF MOTOR VEHICLES**

Frank Alvarez
Chief, Investigations

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

William L. Pettingill
Senior Deputy

Approved as to form and legality:
ORANGE COUNTY COUNSEL



Nicole A. Sims
Senior Deputy

**VENTURA COUNTY SHERIFF'S
OFFICE**

Geoff Dean
Sheriff

**CALIFORNIA DEPARTMENT
OF FISH AND WILDLIFE**

Karen Edgren
Chief, Business Management Branch

**CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION**

Garratt Aitchison
(A) District Superintendent

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

Paige E. Folkman
Deputy City Attorney

Approved as to form and legality:
LOS ANGELES COUNTY COUNSEL

Mark Saladino
Deputy

**FY 2014 OPERATION STONEGARDEN
ANNUAL BUDGET WORKSHEET
SUMMARY**

AGENCY NAME	Budget Narrative Category									TOTAL
	A	B	C	D	E	F	G	H	I	
	Operational OT	Fringe Benefits	Vehicle/Vessel Maint	Equip Maint	New/Replace Equip	Fuel Costs	Mileage	Flight Costs	M&A	
San Diego County Sheriff's Department	1,803,085	141,438	-	87,750	656,000	-	46,722	5,000	86,410	2,826,405
San Diego County Probation	47,156	2,844	-	-	-	-	-	-	-	50,000
Carlsbad Police Department	57,974	841	-	-	-	-	5,206	-	-	64,021
Chula Vista Police Department	144,954	-	-	-	-	-	-	-	-	144,954
Coronado Police Department	24,110	350	-	-	40,174	-	540	-	-	65,174
El Cajon Police Department	23,549	1,451	-	-	79,000	-	-	-	-	104,000
Escondido Police Department	47,183	2,817	-	-	-	-	-	-	-	50,000
La Mesa Police Department	51,688	7,002	-	-	-	-	1,707	-	-	60,397
National City Police Department	35,620	3,982	-	-	26,667	-	2,676	-	-	68,945
Oceanside Police Department	56,177	815	-	-	58,276	18,008	-	-	-	133,276
San Diego Harbor Police	144,230	18,750	11,250	-	-	56,160	3,700	-	-	234,090
San Diego Police Department	147,856	2,144	-	-	-	-	-	-	-	150,000
University of California San Diego Police Department	19,446	2,454	-	-	10,260	-	3,100	-	-	35,260
LA County Sheriff's Department	350,000	-	-	-	-	-	-	-	-	350,000
Orange County Sheriff's Department	151,016	13,516	10,000	-	-	25,468	-	-	-	200,000
San Luis Obispo County Sheriff's Office	198,629	25,425	9,990	-	60,000	6,942	-	-	-	300,986
Santa Barbara County Sheriff's Office	179,510	-	-	-	91,400	10,800	14,052	7,029	-	302,791
Ventura County Sheriff's Office	213,289	16,146	-	-	50,000	-	7,157	4,998	-	291,590
Monterey County Sheriff's Office	38,640	560	-	-	-	-	-	10,800	-	50,000
Santa Cruz County Sheriff's Office	37,457	543	-	-	-	-	-	-	-	38,000
San Mateo County Sheriff's Office	45,057	4,943	-	-	-	-	-	-	-	50,000
CA Highway Patrol	301,782	7,092	-	-	-	-	83,709	-	-	392,583
CA Department of Fish and Wildlife	50,400	3,856	-	-	-	-	6,141	-	-	60,397
CA Department of Motor Vehicles, Investigators	79,520	1,153	-	6,306	-	-	3,617	-	-	90,596
CA Department of Parks and Recreation	309,577	4,489	-	-	201,000	-	-	-	-	515,066
Grand Total San Diego County Region	\$ 4,557,905	\$ 262,611	\$ 31,240	\$ 94,056	\$ 1,272,777	\$ 117,378	\$ 178,327	\$ 27,827	\$ 86,410	\$ 6,628,531

Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)
FY 2014 Grant Assurances
 (All OPSG Participating Agencies)

Name of Agency: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

As the duly authorized representative of the grant recipient, I certify that the agency named above:

1. Will assure that the Funding Opportunity Announcement for this program is hereby incorporated into your award agreement by reference. By accepting this revenue, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the FY2014 Homeland Security Grant Program Funding Opportunity Announcement, the California Supplement to the FY2014 Homeland Security Grant Program Funding Opportunity Announcement, and all applicable laws and regulations.
2. All allocations and use of funds under this grant will be in accordance with the Allocations, and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies as well as the investments identified in the Investment Justifications which were submitted as part of the California FY2014 Operation Stonegarden Grant Program application. Further, use of FY2014 funds is limited to those investments included in the California FY2014 Investment Justifications submitted to DHS/FEMA and Cal OES and evaluated through the peer review process.
3. Understands that in the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.
4. Has the legal authority to apply for Federal assistance and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant provided by the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and sub-granted through the State of California, California Governor's Office of Emergency Services (Cal OES).
5. Will assure that grant funds are used for allowable, fair, and reasonable costs only and will not be transferred between grant programs (for example: State Homeland Security Program and Urban Area Security Initiative) or fiscal years.
6. Will comply with any cost sharing commitments included in the FY2014 Investment Justifications submitted to DHS/FEMA/Cal OES, where applicable.
7. Will establish a proper accounting system in accordance with generally accepted accounting standards and awarding agency directives.

8. Will give the DHS/FEMA, the General Accounting Office, the Comptroller General of the United States, the Cal OES, the Office of Inspector General, and the San Diego County Sheriff's Department, through any authorized representatives, access to, and the right to examine, all paper or electronic records, books, and documents related to the award, and will permit access to its facilities, personnel and other individuals and information as may be necessary, as required by DHS/FEMA or Cal OES, through any authorized representative, with regard to examination of grant related records, accounts, documents, information and staff.
9. Agrees, and will require any subrecipient, contractor, successor, transferee, and assignee to acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
 - a. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS or Cal OES.
 - b. Recipients must give DHS and Cal OES access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS and Cal OES program guidance, requirements, and applicable laws.
 - c. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance, and recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - d. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS/Cal OES awarding office and the DHS Office of Civil Rights and Civil Liberties.
 - e. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.
10. Will comply with any other special reporting, assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement, or detailed in the program guidance.
11. Will initiate and complete the work within the applicable timeframe (subgrantee performance period), in accordance with grant award terms and requirements, after receipt of approval from Cal OES and will maintain procedures to minimize the amount of time elapsing between the award of funds and the disbursement of funds.
12. Will provide timely, complete and accurate progress reports, and maintain appropriate support documentation to support the reports, and other such information as may be required by the awarding agency, including the Initial Strategy Implementation Plan (ISIP), within 45 (forty-five) days of the award, and update these reports and related documentation via the Grant Reporting Tool (GRT) twice each year.
13. Will provide timely notifications to Cal OES of any developments that have a significant impact on award-supported activities, including changes to key program staff.
14. Agrees to be non-delinquent in the repayment of any Federal debt. Examples of relevant debt, include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
15. Will comply with the requirements of 31 U.S.C. § 3729, which set forth that no subgrantee, recipient or subrecipient of federal payments, shall submit a false claim for payment, reimbursement, or advance.

Administrative remedies may be found in 38 U.S.C. §§ 3801-3812, addressing false claims and statements made.

16. Will comply with all applicable provisions of DHS/FEMA's regulations, including Title 44 of the Code of Federal Regulations, Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, including the payment of interest earned on advances.
17. Will comply with the Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), which are also located found within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; will comply with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.
18. Will comply with the financial and administrative requirements set forth in the current edition of the DHS Financial Management Guide; OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220; OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225; OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230; and OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as applicable.
19. Will comply with all provisions of the Federal Acquisition Regulations, including but not limited to Title 48 CFR Part 31.2, part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations.
20. Will comply with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
21. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business, or other connections.
22. Understands and agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval from DHS/FEMA and Cal OES.
23. Will comply with all applicable lobbying prohibitions and laws, including those found 31 U.S.C. § 1352., and agrees that none of the funds provided under this award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, or cooperative agreement.
24. Agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged businesses, to the extent practicable.
25. Will comply with Title 2 of the Code of Federal Regulations Part 225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.
26. Will ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Subgrantees and subrecipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

27. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of structures.
28. Will comply with all federal and state laws and regulations relating to civil rights protections and nondiscrimination. These include, but are not limited to:
- a. Title VI of the Civil Rights Act of 1964, Public Law 88-352, (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of gender in educational programs and activities. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.
 - c. The Americans with Disabilities Act, as amended, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12101 et seq.).
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse.
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 - g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 - h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq., as implemented by 24 CFR Part 100), as amended, relating to nondiscrimination in the sale, rental and financing of housing.
 - i. Title 44 of the Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination.
 - j. The requirements of any other nondiscrimination provisions in the specific statute(s) under which the application for Federal assistance is being made and any other applicable statutes.
 - k. The requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified individual with a disability in the United States will, solely by reason of the disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.
 - l. Will, in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds or race, color, religion, national origin, gender, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
 - m. Will provide an Equal Employment Opportunity Plan, if applicable, to the Department of Justice Office of Civil Rights within 60 days of grant award.
 - n. Will comply, and assure the compliance of all its subgrantees and contractors, with the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1.
29. Will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]), which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases. Will also comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.
30. Will comply with all provisions of DHS/FEMA's regulation 44 CFR Part 10, Environmental Considerations.

31. Will comply with all applicable Federal, State, and Local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and Local EHP requirements and obtain applicable permits may jeopardize Federal funding. Agrees not to undertake any project having the potential to impact EHP resources without the prior written approval of DHS/FEMA and Cal OES, including, but not limited to, ground disturbance, construction, modification to any structure, physical security enhancements, communications towers, any structure over 50 years old, and purchase and/or use of any sonar equipment. The subgrantee must comply with all conditions and restrictions placed on the project as a result of the EHP review. Any construction-related activities initiated without the necessary EHP review and approval will result in a noncompliance finding, and may not be eligible for reimbursement with DHS/FEMA and Cal OES funding. Any change to the scope of work will require re-evaluation of compliance with the EHP. If ground-disturbing activities occur during the project implementation, the subgrantee must ensure monitoring of the disturbance. If any potential archeological resources are discovered, the subgrantee will immediately cease activity in that area and notify DHS/FEMA/ and Cal OES and the appropriate State Historic Preservation Office.
32. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Subgrantees must complete the DHS/FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to their Cal OES program representative, for processing by the DHS/FEMA GPD EHP.
33. Grant recipients should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award. The Screening Form for these types of projects is available at: www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc.
34. Will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of this project, are not on the Environmental Protection Agency's (EPAs) List of Violating Facilities, and will notify Cal OES and the DHS/FEMA of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating if a facility to be used in the project is under consideration for listing by the EPA.
35. Will provide any information requested by DHS/FEMA/ and Cal OES to ensure compliance with applicable laws including, but not limited to, the following:
 - a. Institution of environmental quality control measures under the Archaeological and Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), and Environmental Justice (EO12898) and Environmental Quality (EO11514).
 - b. Notification of violating facilities pursuant to EO 11738.
 - c. Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.).
 - d. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523).
 - e. California Environmental Quality Act (CEQA), California Public Resources Code Sections 21080-21098, and California Code of Regulations, Title 14, Chapter 3 §§ 15000-15007.
 - f. 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.
 - g. Applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC § 3501 et seq.), which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
36. Will comply with Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code, Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445, 2446, 2447, and 2448.
37. Agrees that subgrantees and subrecipients collecting Personally Identifiable Information (PII) must have a publically-available privacy policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where

appropriate. Subgrantees and subrecipients may also find DHS Privacy Impact Assessments, guidance and templates online at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

38. Agrees that all DHS/FEMA-funded project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, and approvals are obtained.
39. Will comply with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225(a), whereby all subgrantees, recipients, and subrecipients must ensure that all conference, meeting, convention, or training space, funded in whole or in part with Federal funds, complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. § 2225.
40. Will comply with the 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.
41. Agrees that all publications created or published with funding under this grant shall prominently contain the following statement: *“This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security.”* The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: *“Purchased with funds provided by the U.S. Department of Homeland Security.”*
42. Acknowledges that DHS/FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: a) the copyright in any work developed under an award or sub-award; and b) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The recipient must affix the applicable copyright notices of 17 U.S.C. section 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations). The recipient agrees to consult with DHS/FEMA and Cal OES regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
43. Recipients receiving Federal financial assistance to be used to perform eligible work approved in the submitted application for Federal assistance and after the receipt of Federal financial assistance, through the State of California, agrees to the following:
 - a. Promptly return to the State of California all funds received which exceed the approved, actual expenditures as determined by the Federal or State government.
 - b. In the event the approved amount of the grant is reduced, the reimbursement applicable to the amount of the reduction will be promptly refunded to the State of California.
 - c. Property and equipment purchased under the HSGP reverts to Cal OES if the grant funds are deobligated or disallowed and not promptly repaid.
 - d. HSGP funds used for the improvement of real property must be promptly repaid following deobligation or disallowment of costs, and Cal OES reserves the right to place a lien on the property for the amount owed.
 - e. Separately account for interest earned on grant funds, and will return all interest earned, in excess of \$100 per Federal Fiscal Year.
44. Understands that recipients who receive 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.

45. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
46. Will comply with the minimum wage and maximum hour provisions of the Federal Fair Labor Standards Act (29 U.S.C. § 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.
47. Agrees that "Classified national security information," as defined in Executive Order (EO) 12958, as amended or updated via later executive order(s), means information that has been determined pursuant to EO 12958 to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and granted access to such information by appropriate authorities.
48. Agrees that where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subrecipient, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, and other applicable executive orders; the National Industrial Security Program Operating Manual (NISPOM); and other applicable implementing directives or instructions. Security requirement documents may be located at: <http://www.dhs.gov/xopnbiz/grants/index.shtm>
49. Immediately upon determination by the award recipient that funding under this award may be used to support a contract, subaward, or other agreement involving access to classified national security information pursuant to paragraph 47, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, and the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Telephone: 202-447-5346

Email: DD254AdministrativeSecurity@dhs.gov

Mail: Department of Homeland Security

Office of the Chief Security Officer

ATTN: ASD/Industrial Security Program Branch

Washington, D.C. 20528

50. Will comply with the requirements regarding Data Universal Numbering System (DUNS) numbers. If recipients are authorized to make subawards under this award, they must first notify potential subrecipients that no entity may receive or make a subaward to any entity unless the entity has provided a DUNS number.

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

- a. "Data Universal Numbering System (DUNS)" number means the nine digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet, currently at <http://fedgov.dnb.com/webform>.
- b. "Entity", as it is used in this award term, means all of the following, as defined at 2 CFR part 25,

subpart C, as a Governmental organization, which is a State, local government, or Indian Tribe; or a foreign public entity; or a domestic or foreign nonprofit organization; or a domestic or foreign for-profit organization; or a Federal agency, but only as a sub recipient under an award or subaward to a non-Federal entity.

- c. "Subaward" means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. It does not include your procurement of property and services needed to carry out the project or program (for further explanation, see section 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations") and may be provided through any legal agreement, including an agreement that you consider a contract.
- d. "Subrecipient" means an entity that receives a subaward from you under this award, and is accountable to you for the use of the Federal funds provided by the subaward.

- 51. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for Federally-assisted construction sub-agreements.
- 52. Agrees that equipment acquired or obtained with grant funds:
 - a. Will be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement, in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the agency, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan.
 - b. Is consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.
- 53. Will comply with Homeland Security Presidential Directive (HSPD)-5, Management of Domestic Incidents. The adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance, through grants, contracts, and other activities. The NIMS provides a consistent nationwide template to enable all levels of government, tribal nations, nongovernmental organizations, and private sector partners to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.
- 54. Will comply with OMB Standard Form 424B Assurances – Non construction Programs, whereby the awarding agency may require subgrantees and subrecipients to certify to additional assurances.
- 55. Will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the agency will provide protection against waste, fraud and abuse, by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Agency certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of

this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

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

56. Will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
57. Will obtain, via Cal OES, the prior approval from DHS on any use of the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
58. Will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.
59. Will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient engages in severe forms of trafficking in persons during the period of time that the award is in effect, procures a commercial sex act during the period of time that the award is in effect, or uses forced labor in the performance of the award or subawards under the award. Full text of the award term is provided at 2 CFR § 175.15.
60. Will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and services. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Recipient shall comply with DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011), resulting from Executive Order 13166. For assistance and information regarding LEP obligations, refer to DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
61. Will comply with the requirements of 42 U.S.C. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.
62. Will comply with the requirements of the Federal regulations at 45 CFR Part 46 and the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

63. Will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 U.S.C. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, DHS requires the environmental aspects of construction grants (and certain non-construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.
64. Will comply with the requirements of section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.
65. Will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private agencies for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
66. Will comply with the requirements of Executive Order 11990, which provides that federally-funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.
67. Will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.
68. Understands the reporting of subawards and executive compensation rules, including first tier subawards to Cal OES.
 - a. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009,
 - b. Where and when to report: you must report on each obligating action described in the following paragraphs to Cal OES. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2013, the obligation must be reported by no later than December 31, 2013.)
 - c. What to report: You must report the information about each obligating action that the submission instructions posted in Information Bulletin 350, to Cal OES. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. Subgrantees must report subrecipient executive total compensation to Cal OES by the end of the month following the month during which you make

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

- d. Reporting Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
 - iv. Subrecipient Executives. Unless you are exempt as provided above, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if in the subrecipient's preceding fiscal year, the subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986.

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

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

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By *[Signature]*
Deputy

Date: 3/11/15

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

Op Order Name: SDC OPSG FY2014 Op Order Annual
Op Order Number: 15-SDCSDC-10-001 Version 0
Op Dates: From: 10/1/2014 **To:** 9/30/2016
Report Date: 10/23/2014

Executive Summary

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

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

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

I. SITUATION

A. General Situation:

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

AOR. As security of the border is established and/or expanded within key target zones, criminal organizations resort to increasingly elaborate smuggling methods such as sophisticated cross-border tunnels, watercraft in the maritime environment, and ultra-light aircraft. C3 (California Corridor Campaign), the San Diego Sector's FY 2015 enforcement strategy, will address specific threats posed by such organizations and aggressively integrate OPSG assets to reduce violent crime along the border, increase border security, and improve the quality of life within affected communities throughout the San Diego operational AOR.

As the Maritime Threat continues to increase in San Diego's AOR it has been necessary to move funds up along the coast to address emerging maritime panga smuggling events in 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 \$55 million for use by local units of government to increase coordination and enforcement capabilities in support of Department of Homeland Security (DHS) goals including those outlined in the Border Patrol National Strategy. San Diego County received \$6,788,531 which will be utilized for OPSG enforcement efforts throughout FY 2014.

B. Terrain/Weather:

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

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

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

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

The combination of climatic extremes, rugged terrain, dense urban corridors, and protected environmental areas presents a complex challenge to conducting daily operations. As such,

enforcement entities operating within the counties utilize considerable ingenuity and flexibility in order to achieve their missions.

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

California State Parks and the California Highway Patrol are working together in remote areas 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.

C. Criminal Element:

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

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

D. Friendly Forces:

U.S. Customs and Border Protection/Border Patrol
CBP Air and Marine
CBP Field Operations
U.S. Coast Guard
Immigration and Customs Enforcement
San Diego County Sheriff's Department
San Diego County Probation Department
San Diego Police Department
San Diego Harbor Police
Carlsbad Police Department
Chula Vista Police Department
Coronado Police Department
El Cajon Police Department
Escondido Police Department
La Mesa Police Department

National City Police Department
Oceanside Police Department
Los Angeles County Sheriff's Department
Monterey County Sheriff's Office
Orange County Sheriff's Department
Santa Barbara County Sheriff's Office
Santa Cruz County Sheriff's Office
San Luis Obispo County Sheriff's Office
San Mateo County Sheriff's Office
Ventura County Sheriff's Office
California Department of Motor Vehicles
California Department of Fish and Wildlife
California Highway Patrol
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, Santa Cruz 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
- Targeting criminal transportation cells

III. EXECUTION

A. Management/Supervisor Intent:

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

B. General Concept:

OPSG operational activities will emphasize those measures that increase border security in direct collaboration with CBP/Border Patrol. Participating agencies will utilize their unique areas of expertise and jurisdictional authority to patrol targeted areas within the county and participate in special operations targeting border nexus crime. Border security threat and operational hours/activities will be determined jointly throughout the quarter(s) between the San Diego Sector unified command staff and the OPSG Integrated Planning Team (IPT). Maritime-specific operations will be coordinated jointly with the Regional Coordinating Mechanism (RECOM). This

operational concept does not result in a change or extension of Federal authority to state or local law enforcement agencies to enforce Federal immigration laws (Title 8 USC). It is anticipated however, that increased enforcement activities under OPSG will significantly impact the ability of criminal organizations to operate from San Diego to San Mateo County areas to reduce the threat of border incursions. Participating agencies will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support enforcement operations as identified in the quarterly OPSG Operational Plan(s). If Federal immigration violations are encountered, state and local agencies may refer those violations to the Border Patrol for appropriate action consistent with current policies and practices. This plan is subject to approval by the Chief Patrol Agent-San Diego Sector and the Office of Border Patrol prior to release of OPSG funds.

C. Specific Responsibilities:

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

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

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

Imperial Beach-

- Patrols (days and times of shift to be determined during weekly RECOM meetings) in the vicinity of Seacoast 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.
- Coordinated intelligence based criminal interdiction operations once per month in the Imperial Beach and South San Diego areas.

Chula Vista-

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

Brown Field/El Cajon-

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

Campo/Boulevard-

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

Encinitas/San Clemente-

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

Sector-wide-Special Ops

- SDSD, Sector and Station Special Operations Groups and Intelligence Units in conjunction with OPSG Partners and Task Forces will conduct intelligence-based operations within the San Diego Sector during the time period outlined during the Border Patrol weekly Unified Command meetings, along with the RECOM and OPSG Integrated Planning Team.
- 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.
- Conduct ASTREA flight operations in support of SDSD/OPSG stakeholders. All OPSG air operations will de-conflict with CBP Air San Diego and notify the San Diego Sector Communications Center (619) 498-9900 prior to flight.

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

2. San Diego County Probation Department

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

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

- Probation Officers will perform fourth waiver searches 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 only 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.

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

3. San Diego Police Department (SDPD)

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

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

- Conduct patrols utilizing boats, bicycles, ATVs, 4x4 vehicles and/or patrol cars in and around Mission Bay, 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.
- Conduct ABLE flight operations in support of OPSG operations. Each operation will consist of one aircraft, a pilot, and an observer.

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

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

4. San Diego Harbor Police Department (SDHPD)

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

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

- Patrol coastal waters and/or tidelands on the Southern California coastline.
- Conduct boat ramp/marina patrol in the San Diego Sector AOR.
- Conduct interdiction operations on coastline roadways and routes of egress from the border.

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

5. Carlsbad Police Department (CPD)

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

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

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

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

6. Chula Vista Police Department (CVPD)

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

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

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

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

7. Coronado Police Department (CRPD)

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

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

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

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

8. El Cajon Police Department (ECPD)

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

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

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

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

9. Escondido Police Department (EPD)

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

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

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

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

10. La Mesa Police Department (LMPD)

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

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

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

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

11. Monterey County Sheriff's Office (MCSO)

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

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

- 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 interdiction operations on coastline highways and roads, harbors/marinas, and routes of egress from the coastal border.

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

12. National City Police Department (NCPD)

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

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

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

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

13. Oceanside Police Department (OPD)

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

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

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

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

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

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

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

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

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

15. Orange County Sheriff's Department (OCSD)

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

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

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

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

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

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

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

- 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 interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the coastal border.
- Patrol coastal waters and local waterways.

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

17. San Mateo County Sheriff's Office (SMCSO)

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

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

- 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 interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the coastal border.

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

18. Ventura County Sheriff's Office (VCSO)

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

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

- 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 interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the coastal border.

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

19. Santa Cruz County Sheriff's Office (SCCSO)

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

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

- 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 interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the coastal border.

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

20. Santa Barbara Sheriff's Office (SBSO)

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

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

- 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 interdiction operations on coastline roadways, harbors/marinas, and routes of egress from the coastal border.

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

21. California Department of Motor Vehicles (DMV)

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

DMV will not enforce Title 8 (US Immigration law). DMV will enforce state law and local ordinances against violators to help reduce criminal activity associated with transnational criminal organizations. DMV Investigators will work in collaboration with the Sector Intelligence Unit (SIU) to identify, perform link analysis, and investigate organizations that utilize document fraud in furtherance of their criminal enterprise. DMV will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

- DMV Investigators working variable shifts will respond to Sector stations/checkpoints and OPSG partner agencies to identify and disrupt document fraud.
- Participate in interdiction operations.
- Investigators will concentrate efforts on marinas and boat landings to supplement the intelligence database concerning the use of pleasure craft for smuggling.

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

22. California Department of Fish and Wildlife (DFW)

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

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

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

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

23. California Highway Patrol (CHP)

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

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

Sector-Wide-

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

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

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

24. California Department of Parks and Recreation (DPR)

Objective: Raise the level of border security and reduce the threat of border-related crime by increasing law enforcement presence and special operations in rural/coastal areas and routes of egress leading from the border in the San Diego Sector AOR, including Orange, Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Monterey, Santa Cruz and San Mateo Counties.

State Park Officers will not enforce Title 8 (US Immigration law). Officers will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated

with transnational criminal organizations. California State Parks will utilize OPSG funding for overtime, fuel, mileage, vehicle maintenance, and equipment in order to support operations as follows:

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

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

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

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

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

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

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

D. Coordinating Instructions:

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

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

Activity Reporting-

At the conclusion of each shift, OPSG state/local law enforcement officers will complete a DAR. The DAR will be submitted via email to Sector Headquarters at: SDCOPSG2008@cbp.dhs.gov

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

Information Sharing-

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

Intelligence Products-

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

Performance Metrics-

OPSG impact on border security and public safety will be gauged by several mechanisms:

- Statistically tracked events such as traffic stops, citations, misdemeanor/felony arrests, and contraband seizures in OPSG target areas
- SID evaluation of OPSG effect on targeted criminal organizations and their activities
- Third party indicators ascertained via crime statistical analysis and community impact data developed by the LECC

Regional Scheduling-

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

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

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

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

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

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

Administration/Logistics/ Budget Request		Narrative Justification (Computation of Items)		Federal Request	
Operational Overtime and Fringe Benefits					
San Diego County Sheriff's Department					
CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL COST	OT	FRINGE BENEFIT (WORKER'S COMP & FICA)
			\$		\$
2-2 person units x 5 days/w k x 10 hr shift x 52 w ks	Deputy	10,400	\$ 59.58	\$ 619,632	\$ 47,457.61
2-1 person units x 5 days/w k x 10 hr shift x 52 w ks	Rural Deputy	5,200	\$ 65.54	\$ 340,808	\$ 26,102.48
2-2 person units x 3 days/w k x 10 hr shift x 48 w ks	Deputy (Maritime)	5,760	\$ 59.58	\$ 343,181	\$ 26,284.22
1 Sergeant x 4 days/w k x 10 hr shift x 52 w ks	Sergeant	2,080	\$ 71.95	\$ 149,656	\$ 11,462.15
1 Sergeant x 4 days/w k x 10 hr shift x 52 w ks	Rural Sergeant	2,080	\$ 79.14	\$ 164,611	\$ 12,607.57
1 Lieutenant x 3 days/w k x 10 hr shift x 52 w ks	Lieutenant	1,560	\$ 82.74	\$ 129,074	\$ 9,885.81
1 dispatcher x 3 days/w k x 8 hr shift x 52 w ks	CC Dispatchers	1,248	\$ 44.97	\$ 56,123	\$ 7,638.28
Total \$ 1,803,085 \$ 141,438					
Notes: Rate calculation based on FY 14/15 Top Step (Dep & Sgt) + 7.5% POST *1.5 OT rate HIDTA personnel - with additional 5% detective pay RURAL personnel - with additional 10% pay					
	Sw orn	CC Dispatchers			
	Worker's Comp 6.21%	6.32%			
	FICA 1.45%	1.48%			
	OASDI	5.81%			
	Total Fringe Benefits 7.66%	13.61%			
San Diego County Probation Department					
CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL COST	OT	FRINGE BENEFIT (WORKER'S COMP & FICA)
			\$		\$
4 DPOs x 1 day/w k x 10 hr shift x 16 w ks	DPO	620	\$47.36	\$ 29,380.25	\$ 1,771.63
2 SrPOs x 1 day/w k x 10 hr shift x 16 w ks	SrPO	320	\$34.80	\$ 11,136.00	\$ 671.50
1 SPO x 1 day/w k x 10 hr shift x 16 w ks	SPO	160	\$41.50	\$ 6,640.00	\$ 400.39
	Worker's Comp 1.450%				
	OASDI 4.58%				
	Total Fringe Benefits 6.03%				
Carlsbad Police Department					
CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL COST	OT	FRINGE BENEFIT (WORKER'S COMP & FICA)
			\$		\$
1-2 person unit x 1 day per week x 8 hour shift x 52 w ks	Corporal	832	\$61.11	\$ 50,844	\$ 737
1 sergeant x 1 day per week x 8 hour shift x 12 w ks	Sergeant	96	\$74.28	\$ 7,131	\$ 103
	FICA 1.45%				
	Total Fringe Benefits 1.450%				
Chula Vista Police Department					
CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL COST	OT	FRINGE BENEFIT (WORKER'S COMP & FICA)
			\$		\$
1 - 2 person unit x 1 day/w k x 8 hr shift x 52 w ks	Officer	832	\$63.44	\$ 52,783.85	
1 - 1 person unit x 1 day/w k x 8 hr shift x 52 w ks	Officer	416	\$63.44	\$ 26,391.93	
1 - 1 person unit x 1 day/w k x 8 hr shift x 52 w ks	Agent	416	\$73.61	\$ 30,622.72	
1 - 1 person unit x 1 day/w k x 8 hr shift x 52 w ks	Sergeant	416	\$84.51	\$ 35,155.16	
	Worker's Comp				
	FICA				
	Total Fringe Benefits 0.000%				

Administration/Logistics/ Budget Request		Narrative Justification (Computation of Items)		Federal Request		
Operational Overtime and Fringe Benefits						
Coronado Police Department						
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$ 24,110	\$ 350	
	2 Officers x 12 shifts per year x 10 hour shifts	Officer	240	\$68.70	\$ 16,488.03	\$ 239.08
	1 Sergeant x 9 shifts per year x 10 hour shifts	Sergeant	90	\$84.69	\$ 7,622.26	\$ 110.52
	Worker's Comp					
	Medicare 1.45%					
	Total Fringe Benefits 1.450%					
El Cajon Police Department						
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$ 23,549	\$ 1,451	
	1-2 officer team x 1 day/mo x 9 hr shift x 12 mos	Police Officer	216	\$55.43	\$ 11,972.88	\$ 806.97
	1 Sergeant x 1 day/mo x 9 hr shift x 12 mos	Sergeant	108	\$68.25	\$ 7,371.00	\$ 496.81
	1 Dispatcher x 1 day/mo x 9 hr shift x 12 mos	Dispatcher	108	\$38.94	\$ 4,205.52	\$ 146.77
	Worker's Comp 5.29%	2.04%				
	FICA 1.45%	1.45%				
	Total Fringe Benefits 6.740%	3.49%				
Escondido Police Department						
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$ 47,183	\$ 2,817	
	1 Sgt. x 8 hour shift x 7 Operations	Sergeant	56	\$76.23	\$ 4,268.88	\$ 254.85
	7 Officers x 10 hour shift x 7 Operations	Officer	490	\$56.42	\$ 27,646.34	\$ 1,650.49
	Special Operations					
	1 Lt. x 8 hour shift x 2 Operations	Lieutenant	16	\$96.52	\$ 1,544.32	\$ 92.20
	2 Sgt. x 8 hour shift x 2 Operations	Sergeant	32	\$76.23	\$ 2,439.36	\$ 145.63
	10 Officers x 10 hour shift x 2 Operations	Officer	200	\$56.42	\$ 11,284.22	\$ 673.67
	Worker's Comp 4.37%					
	Unemployment 1.450%					
	FICA 0.15%					
	Total Fringe Benefits 5.970%					
La Mesa Police Department						
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$ 51,688	\$ 7,002	
	3 Officers x 2 days a month x 8 hr shift x 12 months	Officer	576	\$57.33	\$ 33,022.08	\$ 4,552.09
	1 Sergeant x 2 day a month x 8 hr shift x 12 months	Sergeant	192	\$70.46	\$ 13,528.32	\$ 1,864.88
	1 Dispatcher x 2 days a month x 8 hr shift x 12 months	Dispatcher	192	\$26.76	\$ 5,137.92	\$ 584.95
	Worker's Comp 12.34%	3.74%				
	Medicare 1.45%	1.45%				
	OASDI	6.20%				
	Total Fringe Benefits 13.785%	11.39%				
National City Police Department						
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$ 35,620	\$ 3,982	
	1-1 person units x 1 day/w k x 10 hr shift x 26 w ks	Police Officer	260	\$58.62	\$ 15,241.20	\$ 1,703.97
	1-1 person units x 1 day/w k x 10 hr shift x 26 w ks	Police Corporal	260	\$61.55	\$ 16,003.00	\$ 1,789.14
	1-1 person units x 1 day/w k x 10 hr shift x 6 w ks	Police Sergeant	60	\$72.93	\$ 4,375.80	\$ 489.21
	Worker's Comp 9.73%					
	Medicare 1.45%					
	Total Fringe Benefits 11.180%					

Administration/Logistics/ Budget Request		Narrative Justification (Computation of Items)		Federal Request		
Operational Overtime and Fringe Benefits						
Oceanside Police Department						
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$	56,177	\$ 815
	1 Sergeant x 1 days/w k x 7 hr shift x 30 weeks	Sergeant	210	\$80.25	\$ 16,852.50	\$ 244.36
	3 Officers x 1 days/w k x 7 hr shift x 30 weeks	Officer	630	\$62.42	\$ 39,324.60	\$ 570.21
	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)	
				\$	144,230	\$ 18,750
	1-2 person unit X 2 days/w k X 10hr shift x 52 w ks	Ofr/Cpl	2,080	\$64.57	\$ 134,305.60	\$ 17,459.73
	1-1 person unit X 1day/mo X 10hrs X 12 w ks	Sgt/Lt.	120	\$82.70	\$ 9,924.00	\$ 1,290.12
	Worker's Comp	4.64%				
	FICA	8.36%				
	Total Fringe Benefits	13.000%				
San Diego Police Department						
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$	147,856	\$ 2,144
	2 Sergeants x 10 hours OT x 11 Operations	Sergeant	220	\$82.63	\$ 18,178.60	\$ 263.59
	2 Detectives x 10 hours OT x 11 Operations	Detective	220	\$66.68	\$ 14,669.60	\$ 212.71
	10 Police Officers x 10 hours OT x 11 Operations	Police Officer	1,100	\$60.30	\$ 66,330.00	\$ 961.79
	1 Sergeant x 10 hours OT x 10 Special Ops	Sergeant	100	\$82.63	\$ 8,263.00	\$ 119.81
	6 Police Officers x 10 hours OT x 10 Special Ops	Police Officer	600	\$60.30	\$ 36,180.00	\$ 524.61
	1 Police Dispatcher x 10 hours OT x 10 Operations	Police Dispatcher	100	\$42.35	\$ 4,235.00	\$ 61.41
	Worker's Comp					
	Medicare	1.45%				
	Total Fringe Benefits	1.450%				
University of California, San Diego Police Department						
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$	19,446	\$ 2,454
	2-1 person units x 7 hr shift x 1 day/week x 20 weeks	Officer	280	\$69.45	\$ 19,446.00	\$ 2,454.09
	Worker's Comp	4.97%				
	FICA	7.65%				
	Total Fringe Benefits	12.620%				
LA County Sheriff's Department						
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$	350,000	\$ -
	Boat Support 5 personnel x 9.5 hrs x 12 day detail x 4 qtrs x 1 yr	Deputy, Sergeant and Lieutenant	2,285	101.00	230,820.31	
	Aircraft Support 5 personnel x 10 hrs x 5 day detail x 4 qtrs x 1 yr	Deputy, Sergeant and Lieutenant	1,000	101.00	101,000.00	
	Fixed wing support and ASTAR 3 personnel x 10 hrs x 2 day detail x 3 qtrs x 1 yr	Deputy, Sergeant and Lieutenant	180	101.00	18,180.00	
	FICA					
	Total Fringe Benefits	0.000%				

Administration/Logistics/ Budget Request		Narrative Justification (Computation of Items)		Federal Request		
Operational Overtime and Fringe Benefits						
Orange County Sheriff's Department						
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$	\$	\$
	1-2 person units x 2 days/w k x 9 hr shift x 52 w ks Deputy	1,872	\$63.24	\$ 118,385.28	\$ 10,595.48	\$ 151,016
	1 Sergeant x 1 day/w k x 8 hr shift x 52 w ks Sergeant	416	\$78.44	\$ 32,631.04	\$ 2,920.48	\$ 13,516
	Worker's Comp	7.50%				
	Unemployment	0.000%				
	FICA	1.45%				
	Total Fringe Benefits	8.950%				
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 units x 3 days/w eek x 8 hr shift x 14 w ks Deputy Sheriff	1,344	\$64.08	\$ 86,125.01	\$ 11,024.00	\$ 198,629
	4-1 person units x 3 days/w eek x 8 hr shift x 13 w ks Senior Deputy	1,248	\$70.70	\$ 88,233.60	\$ 11,293.90	\$ 25,425
	1-1 person unit x 3 days/w eek x 8 hr shift x 13 w ks Sergeant	312	\$77.79	\$ 24,270.48	\$ 3,106.62	
	Worker's Comp	5.170%				
	Medicare	1.44%				
	FICA	6.19%				
	Total Fringe Benefits	12.80%				
Santa Barbara County Sheriff's Office						
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$	\$	\$
	2 Deputies x 1 day/w k x 10 hr shift x 52 w ks Deputy	1,040	\$63.78	\$ 66,331.20	\$ -	\$ 179,510
	2 Sr Deputy x 1 day/w k x 10 hr shift x 52 w ks Sr. Deputy	1,040	\$67.10	\$ 69,784.00	\$ -	\$ -
	1 Sergeant x 1 day/w k x 10 hr shift x 52 w ks Sergeant	520	\$76.32	\$ 39,686.40	\$ -	\$ -
	1 Lieutenant x 5 responses 7-8 hrs each Lieutenant	38	\$97.60	\$ 3,708.80	\$ -	\$ -
	Worker's Comp					
	Medicare					
	Total Fringe Benefits	0.000%				
Ventura County Sheriff's Office						
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$	\$	\$
	1-2 person units x 1 day/w k x 10 hr shift x 52 w ks Deputy	1,040	\$72.01	\$ 74,890.40	\$ 5,669.20	\$ 213,289
	1-2 person units x 1 day/w k x 10 hr shift x 52 w ks Sr Deputy	1,040	\$79.38	\$ 82,555.20	\$ 6,249.43	\$ 16,146
	1 person unit x 1 day/w k x 10 hr shift x 52 w ks Sergeant	520	\$94.33	\$ 49,051.60	\$ 3,713.21	
	1 sheriff pilot x 1 day/month x 6 hr shift x 12 months Sheriff Pilot	72	\$94.33	\$ 6,791.76	\$ 514.14	
	Worker's Comp	6.120%				
	Medicare	1.45%				
	Total Fringe Benefits	7.570%				
Monterey County Sheriff's Office						
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$	\$	\$
	2 Deputies x 1 day/w k x 4.5 hr shift x 52 weeks Deputy	468	\$76.27	\$ 35,696.23	\$ 517.60	\$ 38,640
	1 person unit x 1 day/w k x 4.5 hr shift x 7 w ks Sergeant	33.50	\$87.88	\$ 2,943.98	\$ 42.69	\$ 560
	Worker's Comp					
	Medicare	1.45%				
	Total Fringe Benefits	1.450%				

Administration/Logistics/ Budget Request		Narrative Justification (Computation of Items)		Federal Request	
Operational Overtime and Fringe Benefits					
Santa Cruz County Sheriff's Office					
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
				\$	\$
1 - 2 person unit x 5 days/w k x 8.25 hr shift x 7 weeks	Deputy	577	\$64.89	\$ 37,457.40	\$ 543.13
	Worker's Comp				
	OASDI	1.45%			
	Total Fringe Benefits	1.450%			
San Mateo County Sheriff's Office					
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
				\$	\$
1-Sergeant x2 days/month x7 hr shifts x 11 months	Sergeant	154	\$106.67	\$ 16,462.27	\$ 1,805.91
2-Deputies x2 days/month x7 hr shifts x 11 months	Deputy	308	\$92.84	\$ 28,594.72	\$ 3,136.84
	Worker's Comp	9.520%			
	Medicare	1.45%			
	Total Fringe Benefits	10.970%			
CA Highway Patrol					
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
				\$	\$
2 Sgt x 10 hrs x 1 day per week x 52 weeks	Sergeant	1,040	\$81.13	84,375	1,223
5 Ofcr x 10 hrs x 1 day per week x 52 weeks	Officer	2,600	\$66.77	173,602	2,517
2 PSDS x 10 hrs x 1 day per week x 52 weeks	OSD1	1,040	\$42.12	43,805	3,351
	OASDI	6.20%			
	Medicare	1.45%			
	Total Fringe Benefits	7.650%			
CA Department of Fish & Wildlife					
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
				\$	\$
1 person unit x 10 hr shift x 6 days/month x 12 months	Warden	720	\$50.00	\$ 36,000.00	2,754.00
1 person unit x 10 hr shift x 2 days/month x 12 months	Lieutenaant	240	\$60.00	\$ 14,400.00	1,101.60
	Worker's Comp	0.00%			
	FICA	7.65%			
	Total Fringe Benefits	7.650%			
CA Department of Motor Vehicles, Investigators					
	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
				\$	\$
1-2 Person Team x 2 days/w k x 5hr shifts x 52 weeks	Investigator	1,040	\$56.00	\$ 58,240.00	844.48
1-2 Person Team x 1 days/w k x 5hr shifts x 38 weeks	Investigator	380	\$56.00	\$ 21,280.00	308.56
	Worker's Comp				
	FICA	1.45%			
	Total Fringe Benefits	1.450%			

Administration/Logistics/ Budget Request		Narrative Justification (Computation of Items)		Federal Request		
Operational Overtime and Fringe Benefits						
CA Department of Parks and Recreation	CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)	
				\$ 309,577	\$ 4,489	
	1-2 person team x 5 Hr shift x 23 shifts/mo x 11 Months	Sgt/SPPO	2,547	73.00	185,914.58	2,695.76
	1-2 person team x 6 Hr shift x 7 shifts/mo x 11 Months	Sgt/SPPO	924	73.00	67,452.00	978.05
	1-2 person team x 5 Hr shift x 7 shifts/mo x 11 Months	Sgt/SPPO	770	73.00	56,210.00	815.05
	Worker's Comp	0.00%				
	FICA	1.45%				
	Total Fringe Benefits	1.450%				
Total Overtime Costs					\$4,557,905	
Total Fringe Costs					\$262,611	
Vehicle/Vessel Maintenance						
San Diego Harbor Police Department					\$ 11,250	
	SAFE Boat Maintenance Costs	\$450,000 X 2.5%=\$11,250			11,250	
	2.5% of the vessels original costs					
Orange County Sheriff's Department					\$ 10,000	
	SAFA boat Maintenance cost :	387,878 x 2.6% = 10,085			10,000	
	2.6% of the original cost					
San Luis Obispo County Sheriff's Office					\$ 9,990	
	SAFE Boat Maintenance Costs	133.20 x 75 = 9996			9,990	
Total Vehicle/Vessel Maintenance					\$31,240	
Equipment Maintenance						
San Diego County Sheriff's Department					\$ 87,750	
	Monthly 800mhz (RCS)	\$26.50 per unit per month x 66 radios			20,988	
	user fee					
	GPS Trackers Monthly	\$50.00 per month x 50units			30,762	
	Service Fees					
	Cellebrite/Penlink Annual				5,000	
	Service Fees					
	Surveillance Van aircard				1,000	
	LPR maintenance fees				10,000	
	IB IR camera yearly maint				20,000	
CA Department of Motor Vehicles					\$ 6,306	
	Monthly 800mhz (RCS)	75.07 X 7 Radios X 12 months			6,306	
	user fees					
Total Equipment Maintenance					\$94,056	

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
New Equipment		
San Diego County Sheriff's Department		
EQUIPMENT	QUANTITY	TOTAL COST
Marked Patrol Vehicles, fully outfitted	5	325,000
License Plate Reader systems for marked patrol vehicles	5	141,000
Reaper cameras	10	120,000
LPR mobility kits (mobile LPR systems)	5	70,000
TOTAL		656,000
Coronado Police Department		
EQUIPMENT	QUANTITY	TOTAL COST
Mobile Law Enforcement License Plate Recognition (ALPR)	2	40,174
TOTAL		40,174
El Cajon Police Department		
EQUIPMENT	QUANTITY	TOTAL COST
License plate reader	1	23,000
Patrol vehicle	1	56,000
TOTAL		79,000
National City Police Department		
EQUIPMENT	QUANTITY	TOTAL COST
Thermal Night Vision Monocular	1	5,667
License plate readers	1	21,000
TOTAL		26,667
Oceanside Police Dept		
EQUIPMENT	QUANTITY	TOTAL COST
License Plate Reader(LPR) Camera with Integrated Processor	4	58,276
TOTAL		58,276
University of California, San Diego Police Department		
EQUIPMENT	QUANTITY	TOTAL COST
Night Vision Goggles	2	10,260
TOTAL		10,260
San Luis Obispo County Sheriff's Office		
EQUIPMENT	QUANTITY	TOTAL COST
Covert Video Cameras with wireless modems for data transmission	2	60,000
TOTAL		60,000

Administration/Logistics/ Budget Request		Narrative Justification (Computation of Items)	Federal Request
New Equipment			
Santa Barbara County Sheriff's Office			
EQUIPMENT		QUANTITY	TOTAL COST
Long range, Infrared binocular		2	80,000
Night vision monocular		4	11,400
TOTAL			91,400
Ventura County Sheriff's Office			
EQUIPMENT		QUANTITY	TOTAL COST
Portable FLIR		2	160,000
Covert License Plate Reader Trailers		1	50,000
TOTAL			210,000
CA Department of Parks and Recreation			
EQUIPMENT		QUANTITY	TOTAL COST
25ft. Safeboat , fully equipped with twin Diesel motors and Code 3 response		1	190,000
Night Vision Goggles		2	11,000
TOTAL			201,000
Total New Equipment			\$1,432,777
Fuel			
Oceanside Police Department			\$ 18,008
	Safe Boat Fuel Costs	\$4.764/gallon x 18 gal/hr x 7 hr/op x 30 ops/yr	\$ 18,008
San Diego Harbor Police Department			\$ 56,160
	SAFE Boat Fuel Costs	\$4.50/gal X 12gal/hr X 10hr/op X 2op/w k X 52w k	56,160
Orange County Sheriff's Department			\$ 25,468
	SAFE boat fuel cost	\$4.25/gal X 57.5 gal/ op X 2 ops /week X 52	25,468
San Luis Obispo County Sheriff's Office			\$ 6,942
	SAFE Boat fuel costs	\$4.45/gallon x 2.60 gal/hr x 8 hr/op x 75 ops/yr	6,942
Santa Barbara County Sheriff's Office			\$ 10,800
	Boat Operational Costs	12 boat operations x 6 hours x 30 gph x 5.00 per gallon	10,800
Total Fuel			\$117,378

Administration/Logistics/ Budget Request		Narrative Justification (Computation of Items)		Federal Request	
Mileage					
San Diego County Sheriff's Department				\$	46,722
		83,432 miles x \$.56/mile			46,722
Carlsbad Police Department				\$	5,206
	Includes fuel and maintenance	9,296 miles x \$.56/mile		\$	5,206
Coronado Police Department				\$	540
	Fuel Mileage	964 Miles X \$.56		\$	540
La Mesa Police Department				\$	1,707
	Includes fuel and maintenance	3048 miles x \$.56/mile		\$	1,707
National City Police Department				\$	2,676
	Includes fuel costs	4778 miles at .56 per mile		\$	2,676
San Diego Harbor Police Department				\$	3,700
	Includes fuel and maintenance	6608 X .56/mile		\$	3,700
University of California, San Diego Police Department				\$	3,100
	Includes fuel and maintenance	\$.56/mile x 5535 miles		\$	3,100
Santa Barbara County Sheriff's Office				\$	14,052
	Vehicle Mileage	25092 miles x 56 cents/mile		\$	14,052
Ventura County Sheriff's Office				\$	7,157
	Includes fuel and maintenance	12,780 miles x \$.56/mile		\$	7,157
CA Highway Patrol				\$	83,709
	Vehicle mileage reimbursement	149,481 miles x 0.56 per mile		\$	83,709
CA Department of Fish & Wildlife				\$	6,141
	Includes fuel and maintenance	10966 x \$.56		\$	6,141
California Department of Motor Vehicles				\$	3,617
	Includes fuel and maintenance	6,459 X .56 mile		\$	3,617
Total Mileage					\$178,327
Flight Costs					
San Diego County Sheriff's Department				\$	5,000
	Helicopter Flight use	2 Operations x 3 hours = 6 hours x \$845 / hour			5,000
Santa Barbara County Sheriff's Office				\$	7,029
	Helicopter Flight use	6 Operations x 1.5 hours = 9 hours x \$781 / hour		\$	7,029
Ventura County Sheriff's Office				\$	4,998
	Helicopter Flight Use	2 Operations x 3 hours = 6 hours x \$833 / hour		\$	4,998
Monterey County Sheriff's Office				\$	10,800
	Airplane Flight Use	72 flight hrs x \$150/hr		\$	10,800
Total Flight Costs					\$27,827
M&A					
San Diego County Sheriff's Department		CLASSIFICATION	HOURS	RATE	TOTAL M&A COST
					\$ 86,410
	Assist with grant administration	Graduate Student Worker	1,200	\$ 19.75	\$ 23,694
	Assist with grant administration	Staff Accountant	2,080	\$ 25.34	\$ 52,716
	Overtime for review of reimbursement requests from participating agencies	Staff Accountant, Admin. Analyst I, Assoc. Accountant, Admin. Analyst II, Admin. Analyst III	222	\$ 45.10	\$ 10,000
Total M&A					\$86,410
TOTAL 14 OPSG GRANT REQUEST					\$6,788,531

B. Travel:

Not Applicable.

C. Lodging:

Not Applicable.

D. Reception of Detailed Personnel:

Not Applicable.

E. Uniform and Equipment:

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

F. Special Equipment:

Not Applicable.

G. Alien Processing:

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

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

H. Medical:

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

Mercy Air
EMERGENCY (800) 222-3456
OFFICE (619) 448-1412 Mercy Air will be coordinated with the Thomas Bros. Map Book and will use CLEMARS VHF/UHF.

UCSD Medical Center (Trauma)
200 West Arbor
San Diego, Ca. 92103
(619) 543-6222
Thomas Guide 2008, San Diego County, Page 1269 Grid A-4

Sharp Memorial Hospital (Trauma)
7901 Frost Street

San Diego, CA 92123
(858) 939-3400
Thomas Guide 2008, San Diego County, Page 1249/Grid B-5.

I. Detention/Transportation:

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

J. Vehicles:

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

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

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

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

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

Maritime Unified Command (MUC)
SBPA Jesse Hernandez (619) 628-2914

Central California Maritime Agency Coordination Group (CenCalMAC)
SBPA Javier Montano (619) 430-5300

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

San Diego PD
Chief Shelley Zimmerman
OPSG Rep: Lt. Tina Williams (619) 952-8446
San Diego Harbor PD
Chief John Bolduc
OPSG Rep: Sgt. Eric Womack (619) 686-6510

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

Chula Vista PD
Chief David Bejarano
OPSG Rep: Lt. Kenny Heinz (619) 476-2399

Coronado PD
Chief Jon Froomin
OPSG Rep: Comm. Laszlo Waczeck (619) 522-7354

El Cajon PD
Chief Jim Redman
OPSG Rep: Sgt. Paul Winslow (619) 441-1587

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

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

National City PD
Chief Manuel Rodriguez
OPSG Rep: Sgt. Chris Cameon (619) 250-4721

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

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

Monterey County Sheriff's Office
Sheriff/Coroner Scott Miller
OPSG Rep: William Kaye (831) 647-7675

Orange County Sheriff's Department
Sheriff Sandra Hutchens
OPSG Rep: Sgt. Fritz Von Rettberg (949) 673-0933

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

San Mateo County Sheriff's Office
Sheriff Greg Munks
OPSG Rep: Alma Zamora (650) 573 3592

Santa Barbara Sheriff's Office
Sheriff Bill Brown
OPSG Rep: Lt. Craig Bonner (805) 681-4085

Santa Cruz County Sheriff's Office
Sheriff Jim Hart
OPSG Rep: Mario Sulay (831) 227-1042

Ventura County Sheriff's Office
Sheriff Geoff Dean
OPSG Rep: Sgt. Jose Rivera (805) 797-6341

California Department of Motor Vehicles
Chief Frank Alvarez
OPSG Rep: Commander Paul Smith (619) 767-2355

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

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

California Department of Parks and Recreation
Superintendent Robin Greene (San Diego Coast North Sector)
OPSG Rep: Officer Mark Allen (760) 579-9067

University of California, San Diego Police Department
Chief David S. Rose
OPSG Rep: Officer Brian Mcpherson (858) 534-0449

B. Unit Command:

Border Patrol Stations

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

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

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

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

El Cajon Station
 PAIC Mark R. Moody
 OPSG Rep: SBPA Chris Vanwagenen
 (619) 258-4500

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

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

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

C. Communication Details:

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

D. Map Coordinates:

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

Location Zone:

ANNEX

A. Administration Annex:

The San Diego County Sheriff's Department will be the OPSG Fiscal Administrator. Each OPSG participant's funds will be approved on a case-by-case basis specific to the quarterly operational plan. The San Diego Sector Chief Patrol Agent in coordination with the OPSG IPT will determine which areas will be the focus of operations and may shift enforcement efforts and priorities accordingly. Operational plans may be amended as necessary. State and local law enforcement agencies shall not use OPSG funding to supplant their inherent routine patrol and law enforcement operations in order to perform activities not directly related to increasing border security.

B. Execution Annex:

The 2014 Operation Stonegarden Program will concentrate on having smaller, more frequent operations throughout the year. Instead of deploying 600 officers for one huge annual operation, we will look at deploying 80-100 officers for one or two operations per quarter. Operations that we feel would be beneficial to the sector are:

- Highways 5 and 15 interdiction: Utilizing SIU, 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. Would be helpful to have cooperation with both checkpoints.
- East and Westbound Highway Interdiction utilizing SIU, BCST, CHP, Border Patrol, and State/Local Agencies. This would be a coordinated effort with the 5 and 15 checkpoints, as TCO spotters will inform smugglers of checkpoint operation, and smugglers will utilize east/westbound highways to connect with the secondary northbound highway. These highways have been long neglected by law enforcement with respect to narcotics, money, and weapons loads.
- Coast Watch surge: Utilizing CHP, Border Patrol, DMV and State/Local Agencies, including harbor units and CBP air & marine. Set up large scale coastal operations to shut down panga landings and their support systems, to include spotters and pickup crews. These operations will be conducted at appropriate sections of the coast based on available intelligence. These operations are only a sampling of what we will be doing in the upcoming year. We are open to suggestions and additional operations from any and all partner agencies. We will accept volunteer agencies to lead each operation and participation is encouraged to continue fostering the strong relationships that have been built in the San Diego Sector AOR, and to help continue Stonegarden funding for upcoming years.
- 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.

C. Communication Annex:

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

Media Action Plan:

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

Legal Review:

This operational plan has been reviewed for legal sufficiency by CBP Office of Assistant Chief Counsel.

Risks:

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

Photos:

No photos have been associated with this Op Order.