

**AGREEMENT FOR THE
FISCAL YEAR 2015
OPERATION STONEGARDEN (OPSG) GRANT**

1. 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"), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR"), collectively the "PARTIES", for program support of the Operation Stonegarden Grant ("OPSG")."

1.1 Party Departments Or Agencies Participating In The Agreement

For the COUNTY, participating agencies are the Probation Department ("PROBATION") 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, and DPR do not have subordinate agencies or department participants.

2. RECITALS

2.1 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) 2015 Operation Stonegarden Grant (OPSG) Program.

2.2 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.

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

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

2.5 COUNTY, by action of the Board of Supervisors Minute Order No. 3 on October 27, 2015, approved and authorized the SHERIFF to execute expenditure contracts to use FY

2015 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 Operations not to exceed the amounts described in Exhibit A – FY 2015 Budget Worksheet, during the project period September 1, 2015 through May 31, 2018.

2.6 PARTIES shall 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 Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements regarding an organization-wide financial and compliance audit reports if \$750,000 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. For accounting purposes, the following is a description of OPSG funds:

- (a) Federal Grantor Agency: U.S. Department of Homeland Security
- (b) Pass Through Agency: California Governor's Office of Emergency Services (CalOES)
- (c) Program Title: Homeland Security Grant Program
- (d) Grant Identification Number: 2015-1078
- (e) Federal CFDA Number: 97.067

2.7 PARTIES agree to each of the following Exhibits attached hereto and/or available using the referenced link:

- (a) Exhibit A – FY 2015 Budget Worksheet
- (b) Exhibit B – FY 2015 Grant Assurances
- (c) Exhibit C – FY 2015 OPSG Operations Order
- (d) Exhibit D - FY 2015 Homeland Security Grant Program Notice of Funding Opportunity (NOFO), which can be referenced at http://www.fema.gov/media-library-data/1429291822887-7f203c9296fde6160b727475532c7796/FY2015HSGP_NOFO_v3.pdf
- (e) Exhibit E – FY 2015 The Operation Stonegarden Grant Program State Supplemental Guidance ("Guidance"), which can be referenced at <http://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202015%20PSG%20State%20Guidance.pdf>
- (f) Exhibit F – Title 2 of the Code of Federal Regulations Part 200, which can be referenced at <http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1&rgn=div5>

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

3. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by the DHS passed through the CalOES, under the FY 2015 Operation Stonegarden Grant.

4. SCOPE OF SERVICES

4.1 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 6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES.

4.2 Overview of Basic Services

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

5. TERM OF AGREEMENT

5.1 Initial Term

The term of this Agreement shall be retroactive to 12:01 a.m. on September 1, 2015, and shall continue in effect through and terminate at midnight on May 31, 2018; subject to the termination provision in section 5.2.

5.2 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.

6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

6.1 Anticipated Outcome

The anticipated outcome of OPSG Operations to be provided by PARTIES under this Agreement is increased law enforcement presence in each PARTY'S designated jurisdiction in order to support the U. S. Department of Homeland Security, 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 2015 OPSG Operations Order, attached hereto.

6.1.1 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.

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

- (a) Conduct bi-monthly meetings with a minimum of one representative from each PARTY.
- (b) Increase information sharing during operations.

6.1.3 Prior to OPSG Operations, PARTIES' Designated Coordinator, as outlined in section 6.2.3, shall 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 U. S. Border Patrol sworn grant representatives. The role of the IPT is 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.

6.1.4 At the conclusion of each Operation funded by OPSG, state/local law enforcement officers in each PARTY 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 before the next Wednesday following the operation.

6.1.5 At the conclusion of each 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 before the next Wednesday following the operation.

6.1.6 PARTIES 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).

6.2 Personnel Qualifications and Assignment

6.2.1 Qualifications

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

6.2.2 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.

6.2.3 Designated Coordinators

SHERIFF shall select and designate a Coordinator, at the rank of Sheriff's Lieutenant or higher, who shall manage and direct the OPSG Operations. Each other PARTY shall select and designate a coordinator for their respective agency under this Agreement. The designated coordinators for each PARTY shall serve as their agency contact and shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

6.2.4 Staffing for Basic Services

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

6.2.5 Equipment and Supplies

COUNTY will provide SHERIFF OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform OPSG Operations. Similarly, all other PARTIES will provide their respective OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform OPSG Operations unless otherwise specified in Exhibit C attached hereto.

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

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

7. COST OF SERVICES/CONSIDERATION

7.1 General

7.1.1 As full consideration for the satisfactory performance and completion by PARTIES of Operations set forth in this Agreement, COUNTY shall reimburse PARTIES for personnel assigned to perform OPSG Operations on the basis of claims and submittals as set forth hereunder. Such payments by COUNTY are dependent on

the continued availability of funds from the U. S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (CalOES).

7.1.2 PARTIES agree that awarded funds, identified as allowable costs, as set forth in Exhibit D – FY 2015 Homeland Security Grant Program Notice of Funding (HSGP NOFO) Opportunity, shall be expended only for Operations operating expenses, and equipment as detailed in Exhibit A – FY 2015 Budget Worksheet, and that unallowable costs are not reimbursable as set forth in Exhibit D – FY 2015 HSGP NOFO.

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

7.2 Project Costs/Rate of Compensation

COUNTY shall reimburse PARTIES for overtime worked by personnel assigned to perform OPSG Operations 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 Operations, purchase and maintain equipment and vehicles, flight costs, fuel, and mileage, under this Agreement, provided the costs are included in the approved Operations Order.

7.3 Method of Payment

PARTIES shall submit to SHERIFF, accurate and complete reimbursement forms, labor reports, timesheets, corresponding Daily Activity Reports, equipment invoices, and purchase orders that represent amounts to be reimbursed under this Agreement within ninety (90) days from the date expenditure was incurred. All requests for reimbursement shall be sent to:

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

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

7.3.2 PARTIES shall provide payroll records for each and every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task, regular hourly rate, overtime hourly rate, overtime hours worked, date(s) overtime worked, and fringe benefit rate and cost.

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7.3.2.1. PARTIES shall make available to SHERIFF for inspection, upon request, all payroll records and any other records that relate to the Basic Services provided under this Agreement.

7.3.3 Within ninety (90) business days upon receipt of valid invoice and complete documentation as specified in sections 7.3.1 and 7.3.2, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

7.3.4 Each PARTY is responsible for tracking their agency's claims to ensure their total claims do not exceed their agency's allocation in Exhibit A – FY 2015 Budget Worksheet.

7.4 Reimbursement Disallowances

PARTIES not in compliance with procedures set forth in section 7.3 are at risk of having any incurred expenditures disallowed for reimbursement by SHERIFF. PARTIES that fail to submit claims for reimbursement within ninety (90) days will be notified in writing by SHERIFF that the claim(s) is/are past due and funds allocated to the PARTY for that time period shall be redistributed among other PARTIES.

8. PROGRAM/FINANCIAL ADMINISTRATION

8.1 PARTIES shall use Exhibit D – HSGP NOFO and Exhibit E – Guidance developed by the DHS and CalOES and Exhibit F - Title 2 of the Code of Federal Regulations Part 200 (2 CFR Part 200), for the applicable grant year as the primary reference and day-to-day management tool in all programmatic, financial, and grant administration matters. The HSGP NOFO, Guidance, and 2 CFR Part 200 shall be used in conjunction with updates issued by the Office of Management and Budget, Grants & Training (G&T) information bulletins, and CalOES policy, regulations, and statutes.

8.1.1 Contract Provisions

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

8.1.2 Sole Source Purchases

PARTIES must request and receive prior approval from CalOES, through SHERIFF, for any sole source procurement of goods or services per 2 CFR §200.321.

9. INDEMNIFICATION - WORKERS COMPENSATION, EMPLOYMENT

9.1 The COUNTY shall fully indemnify and hold harmless non-County PARTIES and their respective officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs and/or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to,

employment which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

9.2 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 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.

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

10. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE

10.1 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.

10.2 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 10.4 below.

10.3 Joint Defense

Notwithstanding paragraph 10.2 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 10.4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

10.4 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.

11. GENERAL PROVISIONS**11.1 Notices**

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

To COUNTY and SHERIFF:

Sheriff
San Diego County Sheriff's Department
P. O. Box 939062
San Diego, CA 92193-9062

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

To Non-County PARTIES:

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

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

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

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

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

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

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

Sheriff
 Los Angeles County Sheriff's Dept.
 Special Enforcement Bureau
 1060 N. Eastern Avenue
 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
 5200 Soquel Avenue
 Santa Cruz, CA 95060

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

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

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

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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

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11.7 Cooperation

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

11.8 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.

11.9 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.

11.10 Representation

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

11.11 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 PARTY'S Chief and/or Sheriff, or his or her respective designee, will meet and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

11.12 Termination of Funding

In the event that funding for reimbursement of costs related to OPSG Operations is terminated by the DHS, this Agreement in its entirety shall be considered null and void and COUNTY through SHERIFF and PARTIES shall no longer be required to provide OPSG Operations 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 Operations through alternate means.

11.13 Obligation

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

11.14 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.

**NATIONAL CITY
POLICE DEPARTMENT**

Manuel Rodriguez
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-Coroner

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**OCEANSIDE POLICE
DEPARTMENT**

Frank McCoy
Chief

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**

Stephen Bernal
Sheriff-Coroner

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

Ian Parkinson
Sheriff

**SAN MATEO COUNTY
SHERIFF'S OFFICE**

Greg Munks
Sheriff

**SANTA CRUZ COUNTY
SHERIFF'S OFFICE**

Jim Hart
Sheriff-Coroner

**CALIFORNIA HIGHWAY
PATROL**

Jim Abele
Chief, Border Division

**CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION**

Robin Greene
District Superintendent

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

Linda L. Peter
Deputy City Attorney

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**SANTA BARBARA COUNTY
SHERIFF'S OFFICE**

Bill Brown
Sheriff-Coroner

**VENTURA COUNTY SHERIFF'S
OFFICE**

Geoff Dean
Sheriff


**CALIFORNIA DEPARTMENT
OF FISH AND WILDLIFE**

Karen Edgren
Chief, Business Management Branch

Approved as to form and legality:

Mark Day
Senior Deputy

Approved as to form and legality:
ORANGE COUNTY COUNSEL



Nicole A. Sims
Supervising Deputy

Approved as to form:
**MARY C. WICKHAM, COUNTY COUNSEL,
COUNTY OF LOS ANGELES**

Michele Jackson
Principal Deputy County Counsel

**FY 2015 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	2,423,808	194,703	-	95,133	120,000	-	78,770	5,000	213,566	3,130,980
San Diego County Probation	24,043	957	-	-	-	-	-	-	-	25,000
Carlsbad Police Department	36,541	713	-	-	-	-	2,746	-	-	40,000
Chula Vista Police Department	146,378	2,122	-	-	-	-	-	-	-	148,500
Coronado Police Department	10,473	152	-	-	-	-	75	-	-	10,700
El Cajon Police Department	75,067	4,933	-	-	10,000	-	-	-	-	90,000
Escondido Police Department	45,969	4,031	-	-	-	-	-	-	-	50,000
La Mesa Police Department	98,779	13,822	-	-	-	-	12,399	-	-	125,000
National City Police Department	35,620	3,982	-	-	6,000	-	2,398	-	-	48,000
Oceanside Police Department	106,677	1,547	-	-	-	21,776	-	-	-	130,000
San Diego Harbor Police	79,765	10,369	30,106	-	-	39,780	5,980	-	-	166,000
San Diego Police Department	86,742	1,258	-	-	-	-	-	-	-	88,000
University of California San Diego Police Department	9,189	238	-	-	-	-	573	-	-	10,000
LA County Sheriff's Department	350,000	-	-	-	-	-	-	-	-	350,000
Orange County Sheriff's Department	118,052	11,333	43,762	-	-	25,920	933	-	-	200,000
San Luis Obispo County Sheriff's Office	138,398	17,826	9,330	-	43,000	14,446	-	-	-	223,000
Santa Barbara County Sheriff's Office	139,871	-	-	-	-	-	6,614	3,515	-	150,000
Ventura County Sheriff's Office	224,871	-	-	-	33,750	-	-	5,129	-	263,750
Monterey County Sheriff's Office	32,262	497	-	-	-	-	2,241	-	-	35,000
Santa Cruz County Sheriff's Office	64,071	929	-	-	-	-	-	-	-	65,000
San Mateo County Sheriff's Office	45,057	4,943	-	-	30,000	-	-	-	-	80,000
CA Highway Patrol	604,055	11,579	-	-	-	-	61,366	-	-	677,000
CA Department of Fish and Wildlife	49,625	3,796	-	-	-	3,549	3,030	-	-	60,000
CA Department of Parks and Recreation	326,294	4,731	-	-	84,070	-	18,975	-	-	434,070
Grand Total San Diego County Region	5,271,607	294,461	83,198	95,133	326,820	105,471	196,100	13,644	213,566	\$ 6,600,000

EXHIBIT B

Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)
FY 2015 Grant Assurances
 (All OPSG Participating Agencies)

Name of Agency: _____

Address: _____

City: _____ State: _____ Zip Code: _____

E-Mail Address: _____

As the duly authorized representative of the grant recipient, I hereby certify that the agency named above has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

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

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

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>.

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

1. Proof of Authority

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

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

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

2. Period of Performance

The grant recipient will initiate work after approval of the award and complete all work within the period of

performance specified in the grant.

3. Lobbying and Political Activities

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

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

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

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

4. Debarment and Suspension

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the grant recipient will provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government. The grant recipient certifies that it and its principals:

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

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

5. Non-Discrimination and Equal Employment Opportunity

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

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);
- (e) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (f) Drug Abuse Office and Treatment Act of 1972) (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of Treatment or recovery from drug abuse;
- (g) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) EO 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin;
- (k) EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (l) California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the grant recipient will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2) and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

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

7. Environmental Standards

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

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
- (d) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
- (e) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
- (f) Protection of wetlands pursuant to EO 11990;
- (g) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- (h) 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.);
- (i) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (j) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
- (k) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
- (l) 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.

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

8. Audits

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

9. Access to Records

In accordance with 2 CFR §200.336, the grant recipient will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The grant recipient will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

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

11. Financial Management

False Claims for Payment

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

12. Reporting - Accountability

The grant recipient agrees to comply with applicable provisions of the Federal Funding Accountability and

Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

The grant recipient also must comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

13. Human Trafficking

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

14. Labor Standards

The grant recipient will comply with the following federal labor standards:

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

15. Worker's Compensation

The grant recipient must comply with provisions which require every employer to be insured against liability for Worker's Compensation before commencing performance of the work of this Agreement, as per California Labor Code §3700.

16. Property-Related

If applicable to the type of project funded by this Federal award, the grant recipient will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the grant recipient will:

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

18. Freedom of Information Act

The grant recipient acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. The grant recipient should also consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

19. California Public Records Act

The grant recipient acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

20. Personally Identifiable Information

Subrecipients collecting Personally Identifiable Information (PII) must have a publically-available 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.

21. Disposition of Equipment

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security/Federal Emergency Management Agency, subrecipients must request instructions from Cal OES on proper disposition of equipment.

22. Reporting Accusations and Findings of Discrimination

If, during the past three years, the subrecipient 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 subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Cal OES for reporting to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

If 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 subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to Cal OES for forwarding to the DHS Component and/or awarding office.

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

23. Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags

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

All subrecipients must obtain DHS's approval prior to using DHS seal(s), Logos, crests or reproductions 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.

24. Copyright

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

25. Energy Policy and Conservation Act

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

26. Hotel and Motel Fire Safety Act of 1990

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

27. Terrorist Financing E.O. 13224

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.

28. USA Patriot Act of 2001

All subrecipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at

all tiers, including contracts under grants and cooperative agreements and subcontracts.


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: 
Deputy
Date: 4/13/11

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

Op Order Name: SDC OPSG FY15 OP ORDER ANNUAL
Op Order Number: 16-SDCSDC-12-001 Version 0
Op Dates: From: 10/1/2015 To: 9/30/2018
Report Date: 12/14/2015

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 California, population density, significant coastline, and extensive transportation networks leading to the interior immediately north of the border make San Diego a consistently lucrative target. The maritime smuggling threat also has increased dramatically in recent years with pangas being discovered as far north as San Mateo County. Border-related crime represents an all-threat environment in that the primary criminal activity (drug/human smuggling) often results in cross-border criminal organizations and individuals undertaking secondary and frequently, tertiary criminal activities that involve a wider range of crimes (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:

San Diego County includes approximate ninety miles of international land border and the responsibility of the San Diego Sector includes the 840 miles of coastal border of the State of California, including beaches and bays. SDC has an effective level of security that is commensurate with known and identified risks associated with criminal organizations. The incidence of border violence associated with competing drug cartels in the Tijuana/Tecate areas has

continued and still has great potential to spread into the United States. Frequent assaults against Border Patrol Agents are a common diversionary tactic utilized by smuggling organizations to further their criminal activity. During a particularly volatile situation on July 23, 2009, Border Patrol Agent Robert Rosas was murdered in close proximity to the border fence while responding to alien traffic in the Campo Station AOR. As security of the border is established and/or expanded within key target zones, criminal organizations resort to increasingly elaborate smuggling methods such as sophisticated cross-border tunnels, watercraft in the maritime environment, and ultra-light aircraft. JTF-W (California), the San Diego Sector's FY 2016 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 north along the coast to address emerging maritime panga smuggling events approximately 489 miles north in Monterey, Santa Cruz and San Mateo counties.

Since its inception, the intent of OPSG has been to enhance law enforcement preparedness and operational readiness along the nation's borders. The Department of Homeland Security Appropriations Act 2010 (PL 111-83), via the Homeland Security Grant Program, allocated \$55 million in FY2015 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. We are waiting for FY2015 OPSG Homeland Security Grant award.

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. Ventura and Santa Barbara counties include the Channel Islands. These islands are remote and desolate and represent an area of great concern for the San Diego Sector.

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

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. Human trafficking, 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 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 San Diego Regional Coordinating Mechanism (ReCoM), LA/LB ReCoM CenCal MAC, and the San Francisco ReCoM. This operational concept does not result in a change or extension of Federal authority to state or local law enforcement agencies to enforce Federal immigration laws (Title 8 USC). It is anticipated however, that increased enforcement activities under OPSG will 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 (SDCPD)

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, 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.

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 (COPD)

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 transnational 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 transnational 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 transnational 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. National City Police Department (NCPD)

Objective: Raise the level of border security and reduce the threat of transnational 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.

12. 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.

13. 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.

14. 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.

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). OCPD will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with transnational criminal organizations. OCPD 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.
- 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/vessel 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 County Sheriff's Office (SBCSO)

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.

SBCSO will not enforce Title 8 (US Immigration law). SBCSO will enforce state law and local ordinances against violators in target areas to help reduce criminal activity associated with transnational criminal organizations. SBCSO 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.

SBCSO 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 Fish and Wildlife (CDFW)

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. DFW 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.

DFW 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 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.

23. California Department of Parks and Recreation (CADPR)

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.

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

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

Objective: Raise the level of border security and reduce the threat of border-related crime by increasing law enforcement presence and special operations in the 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 yearly OPSG operational plan for submission to OBP. San Diego Sector stations will be responsible for OPSG-related enforcement activities and intelligence sharing within their respective AORs. An Incident Command System (ICS) may be utilized to facilitate Sector-wide coordination and monitoring of OPSG activities as warranted during special operations. Sector stations and local/state representatives will ensure daily OPSG activities within their respective AOR are monitored and reported accordingly. Stations will be responsible for reporting OPSG-related intelligence to the Sector Intelligence Unit (SIU) as appropriate. For maritime operations, the RECOM will be responsible for the aforementioned requirements.

Each of the 24 participating OPSG agencies 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 OPSG shift, state/local law enforcement officers will complete a DAR (Daily Activity Report). The DAR will be submitted via email to Sector Headquarters at: SDCOPSG2008@cbp.dhs.gov and SDSD at: stonegarden@sdsheriff.org. The Sector OPSG Group will be responsible for compiling daily activity reports and SDSD Financial will be responsible for tracking OPSG expenditures. Weekly Activity and After-Action Reports will be completed by the Sector OPSG Group and submitted via email to OBP. The work week for OPSG is Wednesday – Tuesday with weekly reports due to HQ-OBP by COB every Thursday.

Information Sharing-

All source documents (e.g. arrest reports, citations, field interviews, etc.) will be emailed to SDCOPSG2008@cbp.dhs.gov for review. Items of interest will be developed by Intelligence Units and forwarded to appropriate agency/task force for action.

Intelligence Products-

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

Performance Metrics-

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

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

Regional Scheduling-

Each partner agency will send their weekly/bi-weekly/monthly OPSG schedule (whichever applies), utilizing the appropriate format, to patrick.l.eddy@cbp.dhs.gov or sdcopsg2008@cbp.dhs.gov.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

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

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

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

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

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 OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 2,423,808	\$ 194,703
2-2 person units x 7 days/w k x 10 hr shift x 52 w ks	Deputy	14,560	\$ 60.18	\$ 876,220.80	\$ 68,178.74	
2-1 person units x 7 days/w k x 10 hr shift x 52 w ks	Rural Deputy	7,280	\$ 66.20	\$ 481,936.00	\$ 37,499.44	
2-2 person units x 3 days/w k x 10 hr shift x 52 w ks	Deputy (Maritime)	6,240	\$ 62.98	\$ 392,995.20	\$ 30,578.96	
1 Sergeant x 5 days/w k x 10 hr shift x 52 w ks	Sergeant	2,600	\$ 72.67	\$ 188,942.00	\$ 14,701.58	
1 Sergeant x 5 days/w k x 10 hr shift x 52 w ks	Rural Sergeant	2,600	\$ 79.94	\$ 207,844.00	\$ 16,172.34	
1 Lieutenant x 4 days/w k x 10 hr shift x 52 w ks	Lieutenant	2,080	\$ 85.51	\$ 177,860.80	\$ 13,839.35	
1 dispatcher x 5 days/w k x 8 hr shift x 52 w ks	CC Dispatchers	2,080	\$ 47.12	\$ 98,009.60	\$ 13,732.13	
Notes:						
Rate calculation based on FY 14/15 Top Step (Dep & Sgt) + 7.5% POST *1.5 OT rate						
BCST/HIDTA personnel - with additional 5% detective pay						
RURAL personnel - with additional 10% pay	Sw orn	CC Dispatchers				
Worker's Comp	6.33%	6.33%				
FICA	1.45%	1.48%				
OASDI		6.20%				
Total Fringe Benefits	7.78%	14.01%				
San Diego County Probation Department		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 24,043	\$ 957
4 DPOs x 1 day/w k x 10 hr shift x 8 w ks	DPO	320	\$47.36	\$ 15,155.20	\$ 603.18	
2 SrPOs x 1 day/w k x 10 hr shift x 8 w ks	SrPO	160	\$34.80	\$ 5,568.00	\$ 221.61	
1 SPO x 1 day/w k x 10 hr shift x 8 w ks	SPO	80	\$41.50	\$ 3,320.00	\$ 132.14	
Worker's Comp						
OASDI 3.980%						
Total Fringe Benefits 3.980%						
Carlsbad Police Department		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 36,541	\$ 713
1-2 person unit x 1 day per week x 8 hour shift x 36 w ks	Officer/Corporal	575	\$63.55	\$ 36,541.45	\$ 712.56	
FICA 1.45%						
OASDI 0.50%						
Total Fringe Benefits 1.950%						
Chula Vista Police Department		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 146,378	\$ 2,122
2 - 2 person unit x 1 day/w k x 6 hr shift x 52 w ks	Officer	1,248	\$61.39	\$ 76,614.72	\$ 1,110.91	
1 - 2 person unit x 1 day/w k x 6 hr shift x 52 w ks	Agent	624	\$70.67	\$ 44,098.08	\$ 639.42	
1 - 1 person unit x 1 day/w k x 6 hr shift x 52 w ks	Sergeant	312	\$82.26	\$ 25,665.12	\$ 372.14	
Worker's Comp						
FICA 1.45%						
Total Fringe Benefits 1.450%						
Coronado Police Department		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 10,473	\$ 152
1 Officer x 1 day per month x 10 hr shift x 5 months	Officer	50	\$67.45	\$ 3,372.50	\$ 48.90	
1 Corporal x 1 day per month x 10 hr shift x 5 months	Corporal	50	\$72.29	\$ 3,614.50	\$ 52.41	
1 Sergeant x 1 day per month x 10 hr shifts x 4 months	Sergeant	40	\$87.15	\$ 3,486.00	\$ 50.55	
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						
El Cajon Police Department		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 75,067	\$ 4,933
2-2 person unit x 1 day/mo x 10 hr shift x 12 months	Officer	480	\$59.29	\$	28,459.20	\$ 1,935.23
4-2 person unit x 1 day/mo x 10 hr shift x 6 months	Officer	480	\$59.29	\$	28,459.20	\$ 1,935.23
1 Sergeant x 1 day/mo x 10 hr shift x 12 months	Sergeant	120	\$70.43	\$	8,451.60	\$ 574.71
1 Sergeant x 1 day/mo x 10 hr shift x 6 months	Sergeant	60	\$70.43	\$	4,225.80	\$ 287.35
1 Dispatcher x 1 day/mo x 10 hr shift x 12 mos	Dispatcher	120	\$45.59	\$	5,470.80	\$ 200.78
Worker's Comp		5.35%	2.220%			
FICA		1.45%	1.45%			
Total Fringe Benefits		6.800%	3.67%			
Escondido Police Department		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 45,969	\$ 4,031
7 Officers x 10 hour shift x 7 Operations	Officer	490	\$69.00	\$	33,810.00	\$ 2,965.14
1 Sgt. x 8 hour shift x 7 Operations	Sergeant	56	\$82.58	\$	4,624.48	\$ 405.57
Special Operations						
10 Officers x 8 hour shift x 1 Operations	Officer	80	\$69.00	\$	5,520.00	\$ 484.10
2 Sgt. x 8 hour shift x 1 Operations	Sergeant	16	\$82.58	\$	1,321.28	\$ 115.88
1 Lt. x 7 hour shift x 1 Operations	Lieutenant	7	\$99.00	\$	693.00	\$ 60.78
Worker's Comp		7.07%				
Unemployment		1.450%				
FICA		0.25%				
Total Fringe Benefits		8.770%				
La Mesa Police Department		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 98,779	\$ 13,822
3 Officers x 1 day a week x 8 hr shift x 45 w weeks	Officer	1,080	\$58.95	\$	63,666.00	\$ 9,045.03
1 Sergeant x 1 day a week x 8 hr shift x 45 w weeks	Sergeant	360	\$74.57	\$	26,845.20	\$ 3,813.90
1 Dispatcher x 1 day a week x 8 hr shift x 25 w weeks	Dispatcher	200	\$41.34	\$	8,268.00	\$ 963.14
Worker's Comp		12.507%	3.749%			
Medicare		1.45%	1.45%			
FICA		0.25%	0.25%			
OASDI		6.20%				
Total Fringe Benefits		14.207%	11.649%			
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 days/w k x 10 hr shift x 26 w ks	Officer	260	\$58.62	\$	15,241.20	\$ 1,703.97
1-1 person units x 1 days/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 days/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		11.18%				
Oceanside Police Department		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 106,677	\$ 1,547
1 Sergeant x 1 day/w k x 7 hr shift x 52 w weeks	Sergeant	364	\$87.63	\$	31,897.32	\$ 462.51
3 Officers x 1 days/w k x 7 hr shift x 52 w weeks	Officer	1,092	\$68.48	\$	74,780.16	\$ 1,084.31
Worker's Comp		0.00%				
Medicare		1.45%				
Total Fringe Benefits		1.450%				

Administration/Logistics/ Budget Request		Narrative Justification (Computation of Items)		Federal Request		
Operational Overtime and Fringe Benefits						
San Diego Harbor Police Department		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 79,765	\$ 10,369
1-2 person unit X 1 days/w k X 10hr shift x 52 w ks		Ofr/Cpl	1,040	\$66.30	\$ 68,952.00	\$ 8,963.76
1-1 person unit X 1day/mo X 10hrs X 12 months		Sgt/Lt.	120	\$90.11	\$ 10,813.20	\$ 1,405.72
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)
					\$ 86,742	\$ 1,258
2 Sergeants x 10 hours OT x 12 Operations		Sergeant	240	\$76.47	\$ 18,352.80	\$ 266.12
6 Police Officers x 10 hours OT x 12 Operations		Police Officer	720	\$62.01	\$ 44,647.20	\$ 647.38
4 Police Officers x 10.25 hours OT x 8 Special Ops		Police Officer	328	\$62.01	\$ 20,354.16	\$ 295.14
1 Police Dispatcher x 10 hours OT x 8 Operations		Police Dispatcher	80	\$42.35	\$ 3,388.00	\$ 49.13
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)
					\$ 9,189	\$ 238
1-1 person units x 7.5 hr shift x 1 day/mo x 12 months		Officer	90	\$66.59	\$ 5,993.10	\$ 155.22
Joint Ops - 2 ops x 2 officers per op x 12 hrs per op			48	\$66.59	\$ 3,196.32	\$ 82.78
Worker's Comp 0.84%						
Medicare 1.45%						
OASDI 0.30%						
Total Fringe Benefits 2.59%						
LA County Sheriff's Department		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 350,000	\$ -
Boat Support		Deputy, Sergeant and Lieutenant	2,280	101.16	230,634.54	
Aircraft Support		Deputy, Sergeant and Lieutenant	1,000	101.16	101,155.50	
Fixed wing support and ASTAR		Deputy, Sergeant and Lieutenant	180	101.16	18,209.52	
FICA						
Total Fringe Benefits 0.000%						
Orange County Sheriff's Department		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 118,052	\$ 11,333
1-1 Deputy unit x 1 day/w week x 10 hrs shift x 52 w weeks		Deputy	520	\$ 68.63	\$ 35,687.60	\$ 3,426.01
1 Sergeant x 1 day/w week x 10 hrs shift x 51 w weeks		Sergeant	510	\$ 85.13	\$ 43,416.30	\$ 4,167.96
1 Investigator x 1day/w eek x10 hrs shift x 52 w weeks		Investigator	520	\$ 74.90	\$ 38,948.00	\$ 3,739.01
Worker's Comp 8.15%						
Medicare 1.45%						
Total Fringe Benefits 9.60%						
San Luis Obispo County Sheriff's Office		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 138,398	\$ 17,826
2-2 person units x 3 days/w eek x 8 hr shift x 14 w ks		Deputy/Sr. Deputy Sheriff	1,344	\$64.08	\$ 86,123.52	\$ 11,092.71
2-1 person unit x 3 days/w eek x 8 hr shift x 14 w ks		Sergeant	672	\$77.79	\$ 52,274.88	\$ 6,733.00
Worker's Comp 5.250%						
Medicare 1.44%						
FICA 6.19%						
Total Fringe Benefits 12.88%						

Administration/Logistics/ Budget Request		Narrative Justification (Computation of Items)		Federal Request		
Operational Overtime and Fringe Benefits						
Santa Barbara County Sheriff's Office		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 139,871	\$ -
2 Deputies x 1 day/w k x 8 hr shift x 31 w ks	Deputy	496	\$63.78	\$	31,634.88	\$ -
2 Sr Deputies x 2 day/w k x 8 hr shift x 32 w ks	Sr. Deputy	1,014	\$67.10	\$	68,039.40	\$ -
1 Sergeant x 2 day/w k x 8 hr shift x 31 w ks	Sergeant	496	\$76.32	\$	37,854.72	\$ -
1 Lieutenant x 3 responses x 8 hrs each	Lieutenant	24	\$97.60	\$	2,342.40	\$ -
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)
					\$ 224,871	\$ -
2-1 person units x 1 day/w k x 12 hr shift x 52 w ks	Deputy	1,248	\$72.01	\$	89,868.48	\$ -
2-1 person units x 1 day/w k x 10 hr shift x 52 w ks	Sr Deputy	1,040	\$79.38	\$	82,555.20	\$ -
1 person unit x 1 day/w k x 10 hr shift x 52 w ks	Sergeant	520	\$94.33	\$	49,051.60	\$ -
1 pilot x 1 day/month x 3 hr shift x 12 months	Sheriff Pilot	36	\$94.33	\$	3,395.88	\$ -
Worker's Comp						
Medicare						
Total Fringe Benefits		0.000%				
Monterey County Sheriff's Office		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 32,262	\$ 497
2 Deputies x 1 day/w k x 8.12 hr shift x 23 w ks	Deputy	374	\$75.70	\$	28,275.46	\$ 435.44
1 Sergeant x 1 day/w k x 4 hr shift x 10 w ks	Sergeant	40	\$99.67	\$	3,986.80	\$ 61.40
Worker's Comp						
FICA		1.54%				
Total Fringe Benefits		1.540%				
Santa Cruz County Sheriff's Office		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 64,071	\$ 929
1 person unit x 2 days/w k x 8 hr shift x 52 w eeks	Deputy	832	\$ 67.64	\$	56,276.56	\$ 816.01
1 person unit x 1 day/w k x 8 hr shift x 10.25 w eeks	Sergeant	83	\$ 93.98	\$	7,794.63	\$ 113.02
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)
					\$ 45,057	\$ 4,943
2 Deputies x 2 days/month x 7 hr shifts x 11 months	Deputy	302	\$92.84	\$	28,000.73	\$ 3,071.68
1 Sergeant x 2 days/month x 7 hr shifts x 11 months	Sergeant	153	\$111.77	\$	17,056.10	\$ 1,871.05
Worker's Comp		9.52%				
Medicare		1.45%				
FICA						
Total Fringe Benefits		10.97%				
CA Highway Patrol		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
					\$ 604,055	\$ 11,579
1 Sgt x 9 hrs per day x 4 days per month x 12 months	Sergeant	432	\$81.13		35,048	508
16 Ofcrs x 9 hrs per day x 4 days per month x 12 months	Officer	6,912	\$66.77		461,514	6,692
2 Sgts x 10 hrs per day x 2 days per year	Sergeant	40	\$81.13		3,245	47
20 Ofcrs x 10 hrs per day x 2 days per year	Officer	400	\$66.77		26,708	387
2 Ofcrs x 10 hrs per day x 2 day per month x 12 months	Officer	480	\$66.77		32,050	465
2 PSDS x 10 hrs x 1 day per week x 52 w eeks	PSD1	1,040	\$42.12		43,805	3,351
2 PSDS x 10 hrs per day x 2 days per year	PSD1	40	\$42.12		1,685	129
OASDI		6.20%				
Medicare		1.45%				
Total Fringe Benefits		7.650%				

Administration/Logistics/ Budget Request		Narrative Justification (Computation of Items)		Federal Request		
Operational Overtime and Fringe Benefits						
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 4 days/month x 12 months		Officer	525	\$50.00	\$ 26,250.00	2,008.13
1 person unit x 10 hr shift x 3.5 days/month x 12 months		Lieutenaant	425	\$55.00	\$ 23,375.22	1,788.20
Worker's Comp		0.00%				
FICA		7.65%				
Total Fringe Benefits		7.650%				
CA Department of Parks and Recreation		CLASSIFICATION	OVERTIME HOURS	OT RATE	TOTAL OPERATIONAL OT COST	FRINGE BENEFIT (WORKER'S COMP & FICA)
2-2 person unit x 6 days/w eek x 5 Hr shift x 44 w eeks		SPPO	5,300	52.00	275,599.58	3,996.19
1-2 person unit x 2 days/w eek x 5 Hr shift x 42 w eeks		Supervising SPPO	831	61.00	50,694.66	735.07
Worker's Comp		0.00%				
FICA		1.45%				
Total Fringe Benefits		1.450%				
Total Overtime Costs					\$5,271,607	
Total Fringe Costs					\$294,461	

Vehicle/Vessel Maintenance			
San Diego Harbor Police Department			\$ 30,106
	SAFE Boat Maintenance Costs	468 hrs of operation X \$64.33/hr parts & labor	\$ 30,106
Orange County Sheriff's Department			\$ 43,762
	SAFA boat Maintenance cost for 3 engines to include: oil changes, tune-ups, 1,000hr service, low er unit oil, impeller service, misc repairs/failures, and the replacement of engine pow er heads	Oil changes - 15 x \$70 x 3 engines Tune ups - 2.5 x \$80 x 3 engines 1000 hr. service - 1.5 x \$150 x 3 engines Low er unit oil - 7.5 x \$11 x 3 engines Impeller service - 5 x \$60 x 3 engines Misc. repairs/failures (seals, pumps, etc.) = \$4,848 Replacement of engine pow er heads = \$33,341	\$ 43,762
San Luis Obispo County Sheriff's Office			\$ 9,330
	SAFE Boat Maintenance Costs	560 hours x \$16.66/hr	\$ 9,330
Total Vehicle/Vessel Maintenance			\$83,198

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
Equipment Maintenance		
San Diego County Sheriff's Department		\$ 95,133
	Monthly 800mhz (RCS) user fee	\$26.50 per unit per month x 66 radios 20,988
	GPS Trackers Monthly Service Fees	\$50.00 per month x 62 units 38,145
	Cellebrite/Penlink Annual Service Fees	5,000
	Surveillance Van aircard	1,000
	LPR maintenance fees	10,000
	IB IR camera yearly maint	20,000
Total Equipment Maintenance		\$95,133

New Equipment		
San Diego County Sheriff's Department		
EQUIPMENT	QUANTITY	TOTAL
Replacement LPRs	12	120,000
TOTAL COST		120,000
El Cajon Police Department		
EQUIPMENT	QUANTITY	TOTAL COST
Night Vision Goggles	2	10,000
TOTAL COST		10,000
National City Police Department		
EQUIPMENT	QUANTITY	TOTAL COST
Night Vision/FLIR	1	6,000
TOTAL COST		6,000
San Luis Obispo County Sheriff's Office		
EQUIPMENT	QUANTITY	TOTAL COST
Night Vision Monocular Generation 4	4	20,000
Thermal Imaging Monocular	3	15,000
FLIR Dual Station Controller for Safeboat	1	5,000
Rescue Line Deployment Kit for Safeboat	1	3,000
TOTAL COST		43,000
Ventura County Sheriff's Office		
EQUIPMENT	QUANTITY	TOTAL COST
Portable AVLS Trailer	1	33,750
TOTAL COST		33,750

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
New Equipment		
San Mateo County Sheriff's Office		
EQUIPMENT	QUANTITY	TOTAL COST
Night Vision Goggles	4	30,000
TOTAL COST		30,000
CA Department of Parks and Recreation		
EQUIPMENT	QUANTITY	TOTAL COST
Night Vision Binoculars (BN10)	2	31,320
FLIR Thermal Binocular	2	32,500
Marine Radios	3	20,250
TOTAL COST		84,070
Total New Equipment		\$326,820

Fuel		
Oceanside Police Department		
		\$ 21,776
Safe Boat Fuel Costs	\$4.35/gallon x 18 gal/hr x 7 hr/op x 40 ops/yr	\$ 21,776
San Diego Harbor Police Department		
		\$ 39,780
SAFE Boat Fuel Costs	\$4.25/gal x 4 engines x 5gal/hr x 9hr/op x 1op/w k x 52w k	39,780
Orange County Sheriff's Department		
		\$ 25,920
SAFE boat fuel cost	\$4.50/gal X 60 gal/ op X 8 ops /month X 12 months	25,920
San Luis Obispo County Sheriff's Office		
		\$ 14,446
SAFE Boat fuel costs	\$4.30/gallon x 6 gal/hr x 8 hr/hr x 70 ops/yr	14,446
CA Department of Fish & Wildlife		
		\$ 3,549
Diesel Fuel for 56 Foot Patrol Boat	\$3.27/gal x 1,085 gallons	3,549
Total Fuel		\$105,471

Mileage		
San Diego County Sheriff's Department		
		\$ 78,770
Includes fuel and maintenance	136,991 miles x \$0.575/mile	78,770
Carlsbad Police Department		
		\$ 2,746
Includes fuel and maintenance	4,776 miles x \$0.575/mile	\$ 2,746
Coronado Police Department		
		\$ 75
Fuel Mileage	130 Miles x \$0.575/mile	\$ 75

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request
Mileage		
La Mesa Police Department		\$ 12,399
	Includes fuel and maintenance 21,564 miles x \$0.575/mile	\$ 12,399
National City Police Department		\$ 2,398
	Includes fuel costs 4,171 miles x \$0.575 per mile	\$ 2,398
San Diego Harbor Police Department		\$ 5,980
	Includes fuel and maintenance 10,400 miles x \$0.575/mile	\$ 5,980
University of California, San Diego Police Department		\$ 573
	Includes fuel and maintenance 997 miles x \$0.575/mile	\$ 573
Orange County Sheriff's Department		\$ 933
	Includes fuel and maintenance 1,623 miles x \$0.575/mile	\$ 933
Santa Barbara County Sheriff's Office		\$ 6,614
	Vehicle Mileage 11,503 miles x \$0.575/mile	\$ 6,614
Monterey County Sheriff's Office		\$ 2,241
	Vehicle Mileage 3,897 miles x \$0.575/mile	\$ 2,241
CA Highway Patrol		\$ 61,366
	Vehicle mileage reimbursement 106,724 miles x \$0.575 per mile	\$ 61,366
CA Department of Fish & Wildlife		\$ 3,030
	Includes fuel and maintenance 5,269 miles x \$.575/mile	\$ 3,030
California Department of Motor Vehicles		\$ -
	Includes fuel and maintenance 6,459 X .56 mile	
CA Department of Parks and Recreation		\$ 18,975
	Vehicle mileage reimbursement 33,000 miles x \$0.575 per mile	\$ 18,975
Total Mileage		\$196,100

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		\$ 3,515
	Helicopter Flight use 3 Operations x 1.5 hours = 9 hours x \$781 / hour	\$ 3,515
Ventura County Sheriff's Office		\$ 5,129
	Helicopter Flight Use 2 Operations x 2.5 hours = 5 hours x \$1,025.80/hr	\$ 5,129
Total Flight Costs		\$13,644

Administration/Logistics/ Budget Request	Narrative Justification (Computation of Items)	Federal Request			
M&A					
San Diego County Sheriff's Department	CLASSIFICATION	HOURS	RATE	TOTAL M&A COST	
				\$	213,566
	Assist with grant administration	Graduate Student Worker	2,400	\$ 15.76	\$ 37,831
	Assist with grant administration	Admin Analyst I Staff Accountant, Admin.	4,160	\$ 39.84	\$ 165,734
	Overtime for review of reimbursement requests from participating agencies	Analyst I, Assoc. Accountant, Admin. Analyst II, Admin. Analyst III	231	\$ 43.35	\$ 10,000
Total M&A					\$213,566

TOTAL 15 OPSG GRANT REQUEST (YEAR 1)	\$6,600,000
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Cost Estimates:

General Cost:	\$1,328,393.00
OT Cost:	\$5,271,607.00
Total Cost:	\$6,600,000.00

B. Travel:

Not Applicable

C. Lodging:

Not Applicable

D. Reception of Detailed Personnel:

Not Applicable

E. Uniform and Equipment:

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

F. Special Equipment:

Not Applicable

G. Alien Processing:

Individuals in custody determined to be illegal 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 procedures.

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. Robert Smith (760) 445-2984

Maritime Unified Command (MUC)
SBPA Chris Vanwagenen (619) 952-8093

Central California Maritime Agency Coordination Group (CenCalMAC)
SBPA Javier Montano (619) 730-9497

San Diego County Probation Department
OPSG Rep: Supervising Probation Officer Dan Deleon (858) 694-4401

San Diego Police Department
OPSG Rep: Sgt. Jennifer Atwood (619) 977-6090

San Diego Harbor Police Department
OPSG Rep: Capt. Kirk Nichols (619) 725-6035

Carlsbad Police Department
OPSG Rep: Sgt. Gil Beason (760) 931-2100

Chula Vista Police Department
OPSG Rep: Lt. Kenny Heinz (619) 476-2399

Coronado Police Department
OPSG Rep: Det. Sgt. Matthew Mitchell (619) 522-2620

El Cajon Police Department
OPSG Rep: Sgt. Paul Winslow (619) 441-1587

Escondido Police Department
OPSG Rep: Lt. Mike Kearney (760) 839-4702

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

National City Police Department
OPSG Rep: Sgt. Chris Cameon (619) 250-4721

Oceanside Police Department
OPSG Rep: Sgt. Jeff Brandt (760) 522-7515

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

Orange County Sheriff's Department
OPSG Rep: Sgt. Ken Olszewski (951) 551-1313

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

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

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

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

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

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

Monterey County Sheriff's Office
OPSG Rep: Sgt. Matthew Luther (831) 776-7890

San Mateo County Sheriff's Office
OPSG Rep: Lt. Saul Lopez (650) 573-3592

Santa Cruz County Sheriff's Office
OPSG Rep: Lt. Jim Skillicorn (831) 212-1560

University of California, San Diego Police Department
OPSG Rep: Corporal Patrick Dobbins (858) 945-0313

B. Unit Command:

Border Patrol Stations

Boulevard Station
PAIC Michael Doolittle
(619) 766-4773

Brown Field Station
PAIC Mickey A. Valdez
(619) 730-8733

Campo Station
PAIC David Bemiller
(619) 938-8700

Chula Vista Station
PAIC Daniel Parks
(619) 498-9700

El Cajon Station
PAIC Mark R. Moody
(619) 258-4500

Imperial Beach Station
PAIC Gregory Bovino
(619) 628-2900

Murrieta Station

PAIC Walter Davenport
(951) 816-3000

San Clemente Station
PAIC Thomas Blanks
(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	0	0

Location Zone:

ANNEX

A. Administration Annex:

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

B. Execution Annex:

The 2015 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. It 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, 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.
- During inclement weather phases along the international border (fog, rain), partners may be asked to conduct high visibility patrols in areas known for human and narcotic smuggling to help deter the surge in attempted smuggling events that occur during this time. Requests will be made by the OPSG IPT based upon weather data confirming that conditions are imminent. Departments will supply resources based upon staffing levels and availability.

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

C. Communication Annex:

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

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 need to be implemented.	Low

Photos:

No photos have been associated with this Op Order.