

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



ITEM: 3.20
(ID # 20048)

MEETING DATE:

Tuesday, October 25, 2022

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve Agreement for the Fiscal Year 2020 Operation Stonegarden Grant Program with the County of Imperial and Other Parties for Acceptance of FY2020 Operation Stonegarden Grant Program (OPSG), Funded by the United States Department of Homeland Security (DHS), Passed Through the California Governor's Office of Emergency Services (Cal OES) and Administered by the County of Imperial, All Districts [\$92,745 - Federal Funding 100%], [4/5 Vote Required]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Agreement for the Fiscal Year 2020 Operation Stonegarden Grant Program (OPSG) with County of Imperial and Other Parties for three years through August 31, 2023 (the "Agreement") and accept the FY2020 OPSG Grant Program Subaward in the amount of \$92,745 funded by DHS, passed through Cal OES and administered by the County of Imperial;
2. Authorize the Sheriff, Undersheriff, Assistant Sheriff, Chief Deputy, Captain, or Administrative Services Manager to execute the Agreement for participation in the OPSG Grant Program;
3. Delegate authority to the Sheriff, or designee, to take related actions to administer the Agreement and grant, and to execute all documents ancillary to administering this Agreement and grant and any amendments, modifications, and extensions to the Agreement, including to the compensation provisions when previously approved and budgeted by the Board of Supervisors, and subject to approval as to form by County Counsel, for the effective participation in the FY2020 OPSG Grant Program; and
4. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BR 23-035

ACTION:4/5 Vote Required

Misty Reynolds
Misty Reynolds, EXEC Chief Deputy Sheriff 10/18/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: October 25, 2022
xc: Sheriff

Kecia R. Harper
Clerk of the Board
By: *Cindy J. Jandy*
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 92,745	\$ 0	\$ 92,745	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funding from the Department of Homeland Security through Cal OES			Budget Adjustment:	Yes
			For Fiscal Year:	22/23 – 23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Since the events of September 11, 2001, the US has focused increased attention on the interception of terrorists attempting entry into the country. Terrorists and other criminals such as human and drug traffickers are regarded by law enforcement as a primary threat to our nation. Operation Stonegarden (OPSG), through intelligence gathering and agency collaboration, seeks to identify methods and enforcement profiles to weaken terrorist activities.

The Sheriff's Department's goal is to achieve maximum deterrence of illegal activity within the borders of Riverside County by apprehending criminals involved in illicit acts and to increase opportunities for the collection of intelligence involving criminal organizations operating within the County.

On April 27, 2021 (Minute Order 3.26) the Board of Supervisors approved acceptance of FY 2019 OPSG funding from the County of Imperial in the amount of \$69,310. The Department seeks to enter into the attached FY2020 Agreement for participation in the OPSG Grant Program to enhance law enforcement preparedness and operational readiness along the land borders of the United States. The Department will be reimbursed for providing increased law enforcement presence along major routes of ingress in their areas of operation, in coordination with other OPSG partner agencies, to support the DHS and Bureau of Customs and Border Protection efforts in the region to improve border security. The Department will only enforce local and state laws and will not enforce immigration laws. The OPSG Grant Program provides funding to designated localities to enhance cooperation and coordination between law enforcement agencies in a joint mission to secure the nation's land borders. The Department will provide personnel support on an overtime basis for OPSG Grant Program operations.

The current participating agencies and signatories to the FY2020 Agreement include the County of Imperial, and Cities of Brawley, Calexico, El Centro, Imperial, Calipatria, the California Highway Patrol, California Department of Fish and Wildlife, and Imperial County Narcotics Task Force. On December 7, 2021 (Minute Order 3.46) the Sheriff's Department was awarded \$280,158 from the FY2018, FY2019, and FY2020 OPSG grants pursuant to an earlier agreement with the County of San Diego. This new Agreement allocates funding in the amount of \$92,745 from the County of Imperial's FY 2020 OPSG grant.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Impact on Residents and Businesses

OPSG funding allows staff from the Sheriff's Department to work with other law enforcement personnel throughout the State on reimbursable overtime to combat border-related criminal activity which affects the County.

Additional Fiscal Information

There will be no fiscal impact for the County. The Department will receive full reimbursement for the cost of overtime, fringe benefits, and mileage up to \$92,745 related to the enforcement of regional crime with a border nexus.

SCHEDULE A. BUDGET ADJUSTMENT

**FY 2022-2023
Schedule A**

Field Operations

Increase Appropriations:

10000-2500300000-510420	Overtime	\$82,800
10000-2500300000-518080	Other Budgeted Benefits	\$5,465
10000-2500300000-529040	Private Mileage Reimbursement	<u>\$4,480</u>
	Total Increase in Estimated Appropriations	\$92,745

Increase Estimated Revenues:

10000-2500300000-767220	Federal-Other Operating Grants	\$92,745
	Total Increase in Estimated Revenues	\$92,745

Attachments

1. Schedule A – Budget Adjustment
2. Agreement for the FY2020 Operation Stonegarden Grant
3. Imperial County Approval of OPSG Grant
4. DHS & Customs and Border Protection Operations Order Report

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

Heydee Koury
Heydee Koury, Sr Accountant - Auditor 10/4/2022

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 10/18/2022

Kristine Bell-Valdez
Kristine Bell-Valdez, Supervising Deputy County Counsel 10/3/2022

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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AGREEMENT FOR THE

FISCAL YEAR 2020 OPERATION STONEGARDEN GRANT PROGRAM

THIS AGREEMENT ("Agreement"), made and entered into effective the 1st day of October, 2022, is by and between the **COUNTY OF IMPERIAL**, a political subdivision of the State of California, by and through its Sheriff's Office, Department of Probation, and District Attorney's Office ("County" or "County Parties"), the **IMPERIAL COUNTY NARCOTICS TASK FORCE** ("ICNTF"), the **CALIFORNIA HIGHWAY PATROL**, by and through its Calexico, El Centro, and Winterhaven Offices ("CHP"), the **CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE** ("CDFW"), the **CITY OF BRAWLEY**, an incorporated city within the County of Imperial, by and through its Police Department ("Brawley"), the **CITY OF CALEXICO**, an incorporated city within the County of Imperial, by and through its Police Department ("Calexico"), the **CITY OF EL CENTRO**, an incorporated city within the County of Imperial, by and through its Police Department ("El Centro"), the **CITY OF IMPERIAL**, an incorporated city within the County of Imperial, by and through its Police Department ("Imperial"), and the **CITY OF CALIPATRIA**, an incorporated city within the County of Imperial, by and through its Police Department ("Calipatria"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County of Riverside"), (individually, "Party;" collectively, "Parties"), for program support of the FY 2020 Operation Stonegarden Grant ("OPSG").

RECITALS

WHEREAS, County received funds from the U.S. Department of Homeland Security ("DHS") passed through the California Governor's Office of Emergency Services ("CalOES"), under the OPSG Program for fiscal year 2020; and

WHEREAS, said funds shall be used to support the OPSG Program to enhance law enforcement preparedness and operational readiness along the border lands of the United States located within the County; and

WHEREAS, Government Code §§ 55631 and 55632 authorize the legislative body of any local agency to contract with any other local agency for the furnishing of police protection to such other local agency, where a "local agency" includes a neighboring city, county, federal government, or any federal department or agency; and

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1 **WHEREAS**, the Parties desire to enter into an agreement with provisions concerning the nature,
2 scope, and extent of OPSG collaboration, services rendered, and compensation; and

3 **WHEREAS**, County, by action of the Board of Supervisors through Minute Order No. 33, dated
4 November 07, 2017, approved and authorized the Imperial County Sheriff to enter into this Agreement
5 with participating agencies, and to sign all grant documents necessary to receive OPSG funds that will be
6 used to reimburse the participating agencies under this Agreement; and

7 **WHEREAS**, the Parties agree to maintain documentation supporting all expenditures reimbursed
8 from OPSG funds, ensure all expenditures are allowable under grant requirements, adhere to their
9 jurisdictions authorized procurement methods, and submit an organization-wide financial and compliance
10 audit report of **Seven Hundred Fifty Thousand Dollars (\$750,000.00)** or more of OPSG federal funds
11 are expended in a fiscal year; and

12 **WHEREAS**, documentation and records shall be maintained and retained in accordance with
13 OPSG requirements and shall be available for audit and inspection; and

14 **WHEREAS**, for accounting purposes, the following is a description of OPSG funds: Federal
15 Grantor Agency: U.S. Department of Homeland Security; Pass Through Agency: California Governor's
16 Office of Emergency Services; Program Title: Homeland Security Grant Program; Federal CFDA
17 Number: 97.067.

18 **NOW THEREFORE**, and in consideration of the covenants and conditions hereinafter contained,
19 it is agreed between Parties as follows:

20 **1. PURPOSE AND INTENT.**

21 The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by DHS
22 and passed through CalOES under the OPSG for fiscal year 2020 -2023.

23 **2. SCOPE OF WORK.**

24 **2.1. Method of Service Delivery.**

25 2.1.1. County's Sheriff's Office will maintain the OPSG and will be administratively
26 responsible for coordination of Parties' obligations under this Agreement.

27 2.1.2 The OPSG will be staffed as described in Paragraph 4. – Standards of Service:
28 Obligations of the Parties.

1 **2.2. Overview of Basic Services.**

2 2.2.1. Parties will provide OPSG activities by increasing the presence of law enforcement
3 personnel in their designated areas of jurisdiction, in order to support DHS’s Bureau
4 of Customs and Border Protection (“CBP”) and Office of the Border Patrol
5 (“OBP”) efforts to improve border security in the region.

6 2.2.2 Parties will enforce local and state laws within the agency’s jurisdiction and will
7 not enforce immigration laws on behalf of CBP/OBP.

8 2.2.3 Parties will conduct OPSG activities consistent with the California Values Act,
9 including but not limited to Government Code Section 7284.6(b) and the following
10 conditions:

11 (a) The primary purpose of OPSG activities will not be immigration
12 enforcement, as defined in subdivision (f) of Government Code Section
13 7284.4.

14 (b) The enforcement or investigative duties will be primarily related to a
15 violation of state or federal law unrelated to immigration enforcement.

16 (c) Participation in OPSG activities by a California law enforcement agency
17 will not violate any local law or policy to which it is otherwise subject.

18 **3. TERM OF AGREEMENT.**

19 3.1. **Initial Term.** The term of this Agreement shall be from September 1, 2020, and
20 shall continue in effect through and terminate at midnight on August 31, 2023,
21 subject to the provisions in Paragraphs 3.2. and 3.3. below.

22 3.2. **Option to Extend.** Renewal or extension of this Agreement beyond August 31,
23 2023 shall be subject to remaining grant funds and to a time extension approved by
24 DHS and passed through CalOES.

25 3.3. **Termination.** Subject to the applicable provisions of State law, any Party may
26 terminate its participation in this Agreement upon a minimum of ninety (90) days
27 written notice to the other Parties.

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1 **4. STANDARDS OF SERVICE AND OBLIGATIONS OF PARTIES.**

2 **4.1. Anticipated Outcome.**

3 4.1.1. The anticipated outcome of the OPSG activities, to be provided by Parties under
4 this Agreement, is the increased presence of law enforcement personnel in their
5 designated areas of jurisdiction, to support CBP/OBP efforts to improve border
6 security in the region.

7 4.1.2. The anticipated outcome will be reached by achieving the goals and accomplishing
8 the missions set forth in this Agreement and in CBP's "Operations Order Report,"
9 hereinafter referred to as **Exhibit "A"** and incorporated by reference as though fully
10 set forth herein.

11 (a) Parties will provide enhanced enforcement by increasing patrol presence in
12 proximity to the border and/or routes of ingress from the border.

13 (b) Parties will utilize their unique investigatory and prosecutorial areas of
14 expertise in operations targeting criminal aliens upon reasonable suspicion
15 of, or for violation of, Section 1326 (a) of Title 8 of the United States Code
16 that may be subject to the enhancement specified in Section 1326(b)(2) of
17 Title 8 of the United States Code, if detected during an unrelated law
18 enforcement activity, to document fraud, and for intelligence development
19 including making necessary inquiries as permitted by Government Code
20 Section 7284.6(b).

21 (c) Parties shall increase intelligence/information sharing among each other,
22 which includes but is not limited to the following activities:

23 (i) Conducting monthly meetings with a minimum of one (1)
24 representative from each Party; and

25 (ii) Sharing information during law enforcement operations.

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1 4.2. **Personnel Qualifications and Assignment.**

2 4.2.1 All Party personnel who perform OPSG activities pursuant to this Agreement shall
3 have met the minimum qualifications designated for their specific classification.

4 4.2.2. Parties shall provide OPSG with qualified personnel to meet performance standards
5 and scope of service defined herein and as further specified in **Exhibit "A."**

6 4.2.3. County Participating Agency Discretion.

7 (a) County's Sheriff's Office shall be responsible for the management,
8 direction, and supervision of its OPSG personnel, and the standards of
9 performance, discipline, and all other matters incidental to the performance
10 of such services, in its sole but reasonable judgment, and in accordance with
11 the provisions of applicable labor agreements.

12 (b) County's Sheriff's Office shall be the appointing authority for all of its
13 personnel provided to OPSG by this Agreement.

14 (c) County's Department of Probation shall be responsible for the management,
15 direction, and supervision of its OPSG personnel, and the standards of
16 performance, discipline, and all other matters incidental to the performance
17 of such services, in its sole but reasonable judgment, and in accordance with
18 the provisions of applicable labor agreements.

19 (d) County's Department of Probation shall be the appointing authority for all
20 of its personnel provided to OPSG by this Agreement.

21 (e) Non-County Parties shall have no liability for any direct payment of salary,
22 wages, indemnity or other compensation or benefit to persons engaged in
23 County's performance of this Agreement.

24 4.2.4. Non-County Parties' Discretion.

25 (a) Non-County Parties shall be responsible for the management, direction, and
26 supervision of their respective OPSG personnel, and the standards of
27 performance, discipline, and all other matters incident to the performance
28 of such services, in each respective non-County Party's sole but reasonable

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judgment, and in accordance with the provisions of applicable labor agreements.

(b) Each non-County Party shall be the appointing authority for its respective personnel provided to the OPSG by this Agreement.

(c) County shall have no liability for any direct payment of salary, wages, indemnity or other compensation or benefit to persons engaged in non-County Party performance of this Agreement.

4.2.5. OPSG Coordinators.

(a) County's Sheriff's Office shall select and designate an OPSG Coordinator who shall manage and direct the OPSG.

(b) County's Department of Probation and each non-County Party shall select and designate an OPSG Coordinator under this Agreement.

(c) The designated OPSG Coordinator for each Party shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement, and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

4.2.6. Staffing for Basic Services. Parties shall ensure that adequate numbers of their qualified respective personnel are provided to OPSG activities at all times during the term of this Agreement to meet the commitments set forth herein.

4.2.7. Pre-Authorization of Overtime.

(a) The OPSG Coordinator for each participating agency will be responsible for authorizing all OPSG overtime prior to any detail.

(b) Any overtime scheduled for the OPSG Coordinator must be approved by the department head or city manager.

4.2.8. Equipment and Supplies.

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- 1 (a) County's Sheriff's Office will provide its OPSG personnel with all supplies
2 and/or prescribed safety gear, body armor and or standard issue equipment
3 necessary to perform OPSG activities.
- 4 (b) County's Department of Probation will provide its OPSG personnel with all
5 supplies and/or prescribed safety gear, body armor and or standard issue
6 equipment necessary to perform OPSG activities
- 7 (c) Non-County Parties will provide their respective OPSG personnel with all
8 supplies and/or prescribed safety gear, body armor and/or standard issue
9 equipment necessary to perform OPSG activities unless otherwise specified
10 in **Exhibit "A."**

11 4.2.9. Party Monitoring. The County will monitor the performance of the Parties against
12 goals and performance standards set forth in this Agreement. Substandard
13 performance as determined by the County will constitute noncompliance with this
14 Agreement. If action to correct such substandard performance is not taken by the
15 Party/Parties within a reasonable period of time after being notified by the County,
16 suspension or termination procedures will be initiated.

17 **5. COST OF SERVICES/CONSIDERATION.**

18 **5.1. General.**

- 19 5.1.1. As full consideration for the satisfactory performance and completion by non-
20 County Parties of OPSG activities set forth in this Agreement, County shall pay
21 non-County Parties for personnel assigned to perform OPSG activities on the basis
22 of invoices and submittals as set forth hereunder.
- 23 5.1.2. Parties agree that awarded funds, identified as allowable costs as set forth in
24 **Exhibit "A"** shall be expended only for OPSG activities, operating expenses, and
25 equipment as detailed in **Exhibit "A"** for the applicable grant year, and that
26 unallowable costs are not reimbursed.
- 27 5.1.3. No reimbursement shall be made to a Party during any period of time within which
28 that Party is in default on filing any informational or financial reports required by

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County. County, through its Sheriff's Office, shall make any necessary adjustments to Party claims to correct for previous overpayments and disallowances or underpayments.

5.1.4. Payments made by County are dependent on the continued availability of grant funds from DHS passed through CalOES.

5.1.5. The amount of available OPSG funds shall not exceed **Two Million, Eight Hundred and Five Thousand Dollars (\$2,805,000.00)**, unless otherwise provided for under this Agreement.

5.2. **Personnel Cost/Rate of Compensation.**

5.2.1. During the term of this Agreement, County shall compensate Parties for preauthorized overtime worked by personnel assigned to perform OPSG activities.

5.2.2. Compensation made by County is based upon available funding and the actual costs incurred by Parties to provide OPSG activities under this Agreement.

5.3. **Method of Payment.**

5.3.1. Non-County Parties shall fax an itemized invoice, timesheets and any other related supporting documentation that represents amounts due under this Agreement to County's Sheriff's Office no later than 5:00 p.m., ten (10) business days following the end of each calendar month during the term of this Agreement.

5.3.2. Invoices, timesheets and other related supporting documentation must have the signature of each non-County Party's OPSG Coordinator, or his or her designee, certifying that the invoices, timesheets, and related documentation are true and correct.

5.3.3. Non-County Parties shall mail original documents in Paragraph 5.3.1. no later than 5:00 p.m. of the eleventh (11th) business day following the end of each calendar month during the term of this Agreement to:

Imperial County Sheriff's Department
Fiscal Unit, Ref. OPSG
PO Box 1040
El Centro, CA 92244.

1 5.3.4. Within ten (10) business days after receipt of a valid invoice, County's Sheriff's
2 Office will process the request for reimbursement to DHS passed through CalOES.

3 5.3.5. Within ten (10) business days after receipt of reimbursement funds from DHS
4 passed through CalOES, County's Sheriff's Office will submit a claim for payment
5 to County's Auditor-Controller to pay non-County Parties for the service agreed to.

6 (a) County will request cash advances on the grant funds from DHS passed
7 through CalOES each quarter during the term of this Agreement.

8 (b) When County has a positive balance in its OPSG account, County will pay
9 non-County Parties for the service agreed to within ten (10) business days
10 of receipt of valid invoices.

11 5.3.6. Non-County Parties shall maintain payroll records for each and every person whose
12 costs are reimbursable under this Agreement, to include, at a minimum, the person's
13 name, classification, duty position, task and regular/overtime hours worked.

14 5.3.7. Upon request, non-County Parties shall make available to County's Sheriff's Office
15 all payroll records and other records that relate to the services provided under this
16 Agreement.

17 5.3.8. County Departments shall obtain reimbursement for qualifying OGSP activities
18 through procedures to be agreed upon within County.

19 **6. INDEMNIFICATION.**

20 **6.1. Indemnification Related to Workers' Compensation and Employment.**

21 6.1.1. County shall fully indemnify and hold harmless all non-County Parties and their
22 respective officers, employees and agents from any claims, losses, fines, expenses
23 (including attorneys' fees and court costs), costs, damages or liabilities arising from
24 or related to:

25 (a) Any Workers' Compensation claim or demand or other Workers'
26 Compensation proceeding arising from or related to, or claimed to arise
27 from or relate to, employment which is brought by an employee of County
28 or any contract labor provider retained by County; or

1 (b) Any claim, demand, suit or other proceeding arising from or related to, or
2 claimed to arise from or relate to, the status of employment (including
3 without limitation, compensation, demotion, promotion, discipline,
4 termination, hiring, work assignment, transfer, disability, leave or other
5 such matters) which is brought by an employee of County.

6 6.1.2. Non-County Parties shall fully indemnify and hold harmless County and its
7 officers, employees and agents from any claims, losses, fines, expenses (including
8 attorneys' fees and court costs or arbitration costs), costs, damages or liabilities
9 arising from or related to:

10 (a) Any Workers' Compensation claim or demand or other Workers'
11 Compensation proceeding arising from or related to, or claimed to arise
12 from or relate to, employment which is brought by an employee of the
13 respective non-County Party or any contract labor provider retained by the
14 respective non-County Party; or

15 (b) Any claim, demand, suit or other proceeding arising from or related to, or
16 claimed to arise from or relate to, the status of employment (including
17 without limitation, compensation, demotion, promotion, discipline,
18 termination, hiring, work assignment, transfer, disability, leave or other
19 such matters) which is brought by an employee of the respective non-
20 County Party or any contract labor provider retained by the respective non-
21 County Party.

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23 **6.2. Indemnification Related to Acts and/or Omissions – Negligence.**

24 **6.2.1. Claims Arising from Sole Acts and/or Omissions of a Party.**

25 (a) Each Party to this Agreement hereby agrees to defend and indemnify the
26 other Parties to this Agreement and their agents, officers and employees,
27 from any claim, action, or proceeding against the other Parties arising solely
28 out of its own acts or omissions in the performance of this Agreement.

1 (b) At each Party's sole discretion, each Party may participate at its own
2 expense in the defense of any claim, action or proceeding, but such
3 participation shall not relieve any Party of any obligation imposed by this
4 Agreement.

5 (c) Parties shall notify each other promptly of any claim, action, or proceeding
6 and cooperate fully in the defense.

7 6.2.2. Claims Arising from Concurrent Acts or Omissions.

8 (a) Parties hereby agree to defend themselves from any claim, action or
9 proceeding arising out of the concurrent acts or omissions of Parties.

10 (b) Parties agree to retain their own legal counsel, bear their own defense costs
11 and waive their right to seek reimbursement of such costs, except as
12 provided in Paragraph 6.2.4. below.

13 6.2.3. Joint Defense.

14 (a) Notwithstanding Paragraph 6.2.2. above, in cases where Parties agree in
15 writing to a joint defense, Parties may appoint joint defense counsel to
16 defend the claim, action or proceeding arising out of the concurrent acts or
17 omissions of Parties.

18 (b) Joint defense counsel shall be selected by mutual agreement of Parties.

19 (c) Parties agree to share the costs of such joint defense and any agreed
20 settlement in equal amounts, except as provided in Paragraph 6.2.4. below.

21 (d) Parties agree that no Party may bind the others to a settlement agreement
22 without the written consent of the others.

23 6.2.4. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award
24 allocates or determines the comparative fault of the Parties, Parties may seek
25 reimbursement and/or reallocation of defense costs, settlement payments,
26 judgments and awards, consistent with such comparative fault.

27 7. GENERAL PROVISIONS.

28 7.1. Independent Contractor Status.

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- 7.1.1. In the performance of services under this Agreement, County and non-County Parties acknowledge and agree that:
 - (a) County and its respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of non-County Parties; and
 - (b) Non-County Parties and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents or employees of County.
- 7.1.2. All personnel provided by County under this Agreement are under the direct and exclusive supervision, daily direction, and control of County, and County assumes full responsibility for the actions of such personnel in the performance of services hereunder.
- 7.1.3. All personnel provided by non-County Parties under this Agreement are under the direct and exclusive supervision, daily direction, and control of their respective agencies, and each agency assumes full responsibility for the actions of such personnel in the performance of services hereunder.
- 7.1.4. County and non-County Parties acknowledge and agree that County does not control the manner and means of performing the work of non-County Parties' officers, agents or employees who perform OPSG activities, nor does County have the right to hire or terminate employment of such officers, agents or employees.
- 7.1.5. Non-County Parties do not control the manner and means of performing the work of County officers, agents or employees who perform OPSG activities, nor do non-County Parties have the right to hire or terminate employment of such officers, agents or employees.
- 7.1.6. County has no authority of any kind to bind non-County Parties, and non-County Parties have no authority to bind County in any respect whatsoever.

1 7.1.7. County shall not act or attempt to act, or represent itself directly or by implication
2 as an agent of non-County Parties, or in any manner assume or create or attempt to
3 assume or create any obligation on behalf of or in the name of non-County Parties.

4 7.1.8. Non-County Parties shall not act or attempt to act, or represent themselves directly
5 or by implication as an agent of County, or in any manner assume or create or
6 attempt to assume or create any obligation on behalf of or in the name of County.

7 7.2. **Insurance.** Parties agree to obtain, at their sole cost and expense, sufficient insurance to
8 cover the liabilities arising out of this Agreement.

9 7.3. **Notices.**

10 7.3.1. Any notice, request, demand or other communication required or permitted
11 hereunder shall be in writing and may be personally delivered or given as of the
12 date of mailing by depositing such notice in the United States mail, first-class
13 postage prepaid, and addressed as follows, or to such other place as each Party may
14 designate by subsequent written notice to each other:

15 County Parties:

16 Sheriff
17 Imperial County Sheriff's Office
18 PO Box 1040
19 El Centro, CA 92244

Chief Probation Officer
Imperial County Probation Department
324 Applestill Road
El Centro, CA 92243

19 District Attorney
20 Imperial County District Attorney's Office
21 940 West Main Street, Suite 102
22 El Centro, CA 92243

22 Non-County Parties:

23 California Highway Patrol
24 Fiscal Management Section
25 PO Box 942898
26 Sacramento, CA 94298-2898

Deputy Director/Administration Division
California Department of Fish & Wildlife
1416 Ninth Street, Twelfth Floor
Sacramento, CA 95814

26 Imperial County Narcotics Task Force
27 2417 La Brucherie Road, Suite C
28 Imperial, CA 92251

Chief of Police
Brawley Police Department
351 Main Street
Brawley, CA 92227

1 Chief of Police
2 Calexico Police Department
3 420 East Fifth Street
4 Calexico, CA 92231

Chief of Police
El Centro Police Department
105 North Eleventh Street
El Centro, CA 92243

Chief of Police
Imperial Police Department
420 South Imperial Avenue
Imperial, CA 92251

Chief of Police
Calipatria Police Department
125 N. Park Ave.
Calipatria, CA 92233

Riverside County Sheriff
1500 Castellano Rd.
Riverside, CA 92509

7.3.2. A notice shall be effective:

- (a) On the date of personal delivery if personally delivered before five o'clock (5:00) p.m. on a business day; or
- (b) On the first (1st) business day following personal delivery that did not occur before five o'clock (5:00) p.m. on a business day; or
- (c) Two (2) business days following the date the notice is postmarked for mail delivery; or
- (d) On the first (1st) business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery; or
- (e) When otherwise actually received.

7.4. **Amendment.** This Agreement may be modified or amended only by a written document signed by all Parties, and no verbal understanding or agreement shall be binding on the Parties.

7.5. **Assignment.** No Party shall assign any of its rights nor delegate any of its obligations hereunder without the prior written consent of the other Parties.

7.6. **Entire Agreement.**

7.6.1. This Agreement constitutes the complete and exclusive statement of agreement between County and non-County Parties with respect to the subject matter hereto.

7.6.2. All prior written and verbal understandings are superseded in total by this Agreement.

7.7. **Construction.**

1 7.7.1. This Agreement will be deemed to have been made and shall be construed,
2 interpreted, governed, and enforced pursuant to and in accordance with the laws of
3 the State of California.

4 7.7.2. The headings and captions used in this Agreement are for convenience and ease of
5 reference only, and shall not be used to construe, interpret, expand or limit the terms
6 of the Agreement and shall not be construed against any one (1) Party.

7 **7.8. Waiver.**

8 7.8.1. A waiver by County or non-County Parties of a breach of any of the covenants to
9 be performed by County or non-County Parties shall not be construed as a waiver
10 of any succeeding breach of the same or other covenants, agreements, restrictions
11 or conditions of this Agreement.

12 7.8.2. The failure of any Party to insist upon strict compliance with any provision of this
13 Agreement shall not be considered a waiver of any right to do so, whether for that
14 breach or any subsequent breach.

15 7.8.3. The acceptance by County or non-County Parties of either performance or payment
16 shall not be considered a waiver of any other Party's preceding breach of this
17 Agreement.

18 **7.9. Authority to Enter Into Agreement.**

19 7.9.1. County and non-County Parties have all requisite power and authority to conduct
20 their respective business and to execute, deliver and perform the Agreement.

21 7.9.2. Each Party warrants that the individuals who have signed this Agreement have the
22 legal power, right and authority to make this Agreement and to bind each respective
23 Party.

24 **7.10. Cooperation.** County and non-County Parties will cooperate in good faith to implement
25 this Agreement.

26 **7.11. Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of
27 which shall be deemed to be an original, but all of which together shall constitute one (1)
28 and the same instrument.

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7.12. Severability.

7.12.1. This Agreement is subject to all applicable laws and regulations.

7.12.2. 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.

7.12.3. 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.

7.12.4. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

7.13. Legislative Changes. If any changes are made to laws or regulations under which this Agreement is made, or to any successor legislation or regulations, or if DHS passed through CalOES imposes any budget requirements or limitations applicable to this Agreement and the services to be provided hereunder, then:

7.13.1. To the extent any of the changes are of mandatory application, such change(s) shall apply to the Parties and this Agreement, and this Agreement shall be deemed to be amended to be consistent with such change(s) except to the extent that such change(s) alter(s) a material provision of this Agreement, in which case, such material provision shall be voidable, and the Parties will negotiate in good faith to amend the Agreement as necessary; and

7.13.2. To the extent any of the changes are not of mandatory application, such change(s) shall not affect this Agreement or the rights or obligations of County and non-County Parties under this Agreement, unless Parties mutually agree to subject themselves to such change(s).

7.14. Representation.

7.14.1. County’s Sheriff’s Office, District Attorney’s Office, and Department of Probation shall be represented by their respective OPSG Coordinators, or their designees, in all discussions pertaining to this Agreement.

1 7.14.2. Non-County Parties shall be represented by their respective OPSG Coordinators,
2 or their designees, in all discussions pertaining to this Agreement.

3 7.15. **Dispute Resolution Concerning Services and Payment.** In the event of any dispute
4 concerning services and payment arising from this Agreement, Parties' OPSG
5 Coordinators, or their respective designees, will meet and confer within ten (10) business
6 days after receiving notice of the dispute to resolve the dispute.

7 7.16. **Termination of Funding.**

8 7.16.1. In the event that funding for reimbursement of costs related to OPSG activities is
9 terminated by DHS passed through CalOES, this Agreement, in its entirety, shall
10 be considered null and void, and Parties shall no longer be required to provide
11 OPSG activities as described herein.

12 7.16.2. In the event that funding for reimbursement of costs related to OPSG activities is
13 terminated, Parties shall meet immediately, and if agreed upon by Parties, mutually
14 develop and implement, within a reasonable period, a transition plan for the
15 provision of OPSG activities through alternate means.

16 7.17. **Obligation.** This Agreement shall be binding upon the successors of the Parties.

17 ///

18 **8. SPECIAL PROVISIONS.**

19 8.1. **Lobbying and Political Activities.**

20 8.1.1. As required by Section 1352, Title 31 of the United States Code (U.S.C.), for
21 persons entering into a contract, grant, loan, or cooperative agreement from an
22 agency or requests or receives from an agency a commitment providing for the
23 United States to insure or guarantee a loan, each Party independently certifies that:

- 24 (a) No federal appropriated funds have been paid for or will be paid, by or on
25 behalf of the undersigned, to any person for influencing or attempting to
26 influence an officer or employee of an agency, a Member of Congress, an
27 officer or employee of Congress, or an employee of a Member of Congress
28 in connection with the awarding of any Federal contract, the making of any

1 federal grant, the making of any federal loan, the entering into of any
2 cooperative agreement, and the extension, continuation, renewal,
3 amendment, or modification of any federal contract, grant, loan, or
4 cooperative agreement.

5 (b) If any funds other than federal appropriated funds have been paid or will be
6 paid to any person for influencing or attempting to influence an officer or
7 employee of any agency, a Member of Congress, an officer or employee of
8 Congress, or an employee of a Member of Congress in connection with this
9 federal contract, grant, loan, or cooperative agreement, the undersigned
10 shall complete and submit Standard Form-LLL, "Disclosure Form to Report
11 Lobbying," in accordance with its instructions.

12 (c) The undersigned shall require that the language of this certification be
13 included in the award documents for all subawards at all tiers (including
14 subcontracts, subgrants, and contracts under grants, loans, and cooperative
15 agreements) and that all subrecipients shall certify and disclose accordingly.

16 8.1.2 When applicable, each Party will also comply with provisions of the Hatch Act (5
17 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of
18 employees whose principal employment activities are funded in whole or in part
19 with federal funds.

20 8.1.3 Finally, each Party agrees that federal funds will not be used, directly or indirectly,
21 to support the enactment, repeal, modification, or adoption of any law, regulation,
22 or policy without the express written approval from Cal OES or the federal
23 awarding agency.

24 **8.2. Debarment and Suspension.**

25 8.2.1. Each Party will provide protection against waste, fraud, and abuse by debarment or
26 suspending those persons deemed irresponsible in their dealings with the federal
27 government. Each Party independently certifies that it and its principal,
28 subgrantees, recipients, or subrecipients:

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

18 8.2.2. Where a Party, its subgrantees, recipients, or subrecipients, under this Agreement
19 is unable to certify to any of these statements in the certification listed in Paragraph
20 8.2.1, such Party shall provide a written explanation to County.

21 **9. CALIFORNIA LAW.**

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

25 **IN WITNESS WHEREOF**, the Parties have executed this Agreement on the day and year first
26 above written.

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**COUNTY OF IMPERIAL
SHERIFF'S OFFICE**

By: _____
Raymond Loera
Sheriff

**COUNTY OF IMPERIAL
DISTRICT ATTORNEY'S OFFICE**

By: _____
Gilbert G. Otero
District Attorney

**CALIFORNIA HIGHWAY PATROL
CALEXICO OFFICE,
EL CENTRO OFFICE,
INDIO OFFICE,
WINTERHAVEN OFFICE**

By: _____
Scott Parker
Border Division Chief

**CITY OF BRAWLEY
POLICE DEPARTMENT**

By: _____
Jimmy Duran
Chief

**CITY OF EL CENTRO
POLICE DEPARTMENT**

By: _____
Brian P. Johnson
Chief

**COUNTY OF IMPERIAL
DEPARTMENT OF PROBATION**

By: _____
Daniel Prince
Chief Probation Officer

**IMPERIAL COUNTY NARCOTICS
TASK FORCE**

By: _____
Gilbert G. Otero
Imperial County District Attorney

**CALIFORNIA DEPARTMENT OF
FISH AND WILDLIFE**

By: _____
Melinda Peacock
Branch Chief, Business Management Branch

**CITY OF CALEXICO
POLICE DEPARTMENT**

By: _____
Jesus Serrano
Interim Chief

**CITY OF IMPERIAL
POLICE DEPARTMENT**

By: _____
Leonard J. Barra
Chief

20

1 **COUNTY OF IMPERIAL**
2 **SHERIFF'S OFFICE**

3 By: _____
4 Raymond Loera
5 Sheriff

6 **COUNTY OF IMPERIAL**
7 **DISTRICT ATTORNEY'S OFFICE**

8 By: _____
9 Gilbert G. Otero
10 District Attorney

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14 **CALIFORNIA HIGHWAY PATROL**
15 **CALEXICO OFFICE,**
16 **EL CENTRO OFFICE,**
17 **INDIO OFFICE,**
18 **WINTERHAVEN OFFICE**

19 By: _____
20 Scott Parker
21 Border Division Chief

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25 **CITY OF BRAWLEY**
26 **POLICE DEPARTMENT**

27 By: _____
28 Jimmy Duran
Chief

CITY OF EL CENTRO
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COUNTY OF IMPERIAL
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IMPERIAL COUNTY NARCOTICS
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Gilbert G. Otero
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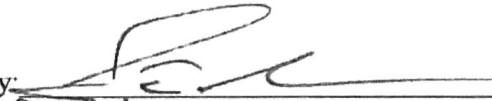
1 **COUNTY OF IMPERIAL**
2 **SHERIFF'S OFFICE**

3 By: _____
4 Raymond Loera
5 Sheriff

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COUNTY OF IMPERIAL
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Daniel Prince
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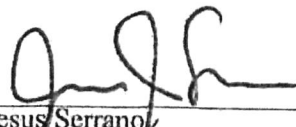
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Interim Chief

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Leonard J. Barra
Chief

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4 Raymond Loera
5 Sheriff

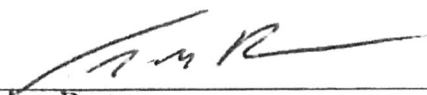
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21 Border Division Chief

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Chief

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TASK FORCE

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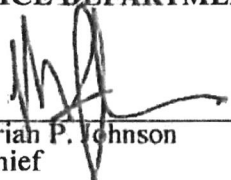
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Daniel Prince
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IMPERIAL COUNTY NARCOTICS
TASK FORCE

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Gilbert G. Otero
Imperial County District Attorney

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Interim Chief

CITY OF IMPERIAL
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Leonard J. Barra
20 Chief

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**COUNTY OF IMPERIAL
SHERIFF'S OFFICE**

By: _____
Raymond Loera
Sheriff

**COUNTY OF IMPERIAL
DISTRICT ATTORNEY'S OFFICE**

By: _____
Gilbert G. Otero
District Attorney

**CALIFORNIA HIGHWAY PATROL
CALEXICO OFFICE,
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Brian P. Johnson
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DEPARTMENT OF PROBATION**

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Daniel Prince
Chief Probation Officer

**IMPERIAL COUNTY NARCOTICS
TASK FORCE**

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Gilbert G. Otero
Imperial County District Attorney

**CALIFORNIA DEPARTMENT OF
FISH AND WILDLIFE**

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Melinda Peacock
Branch Chief, Business Management Branch

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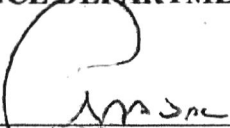
**CITY OF IMPERIAL
POLICE DEPARTMENT**

By: _____
Leonard J. Barra
Chief

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1
2 **CITY OF CALIPATRIA
POLICE DEPARTMENT**

**COUNTY OF RIVERSIDE
SHERIFF'S OFFICE**

3
4 By: 
5 Lynn A. Mara
6 Chief

By: _____
Chad Bianco
Sheriff/Coroner

7 **APPROVED AS TO FORM:**

8 Eric Havens
9 County Counsel

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11 By: _____
12 Danuta Tuszynska
13 Deputy County Counsel

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**CITY OF CALIPATRIA
POLICE DEPARTMENT**

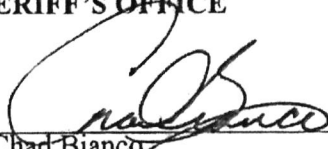
By: _____
Lynn A. Mara
Chief

APPROVED AS TO FORM:

Eric Havens
County Counsel


By: _____
Danuta Tuszynska
Deputy County Counsel

**COUNTY OF RIVERSIDE
SHERIFF'S OFFICE**

By:  _____
Chad Bianco
Sheriff/Coroner

APPROVED AS TO FORM:

Minh C. Tran
County Counsel – County of Riverside

By:  _____
Amrit P. Dhillon
Deputy County Counsel



BOARD AGENDA FACT SHEET

CLERK USE ONLY
BOS ACTION

Sheriff's Office
Department / Agency

November 7th, 2017
Requested Board Date

1. Request:

Board Approval

X

Information
Only/Presentation
Schedule Hearing
Time: _____

Other (specify)

2. Requested Action: *Type requested action below*

- 1. Accept Fiscal Year (FY) 2017 Operation Stonegarden Grant (OPSG),
- 2. Authorize Sheriff Raymond Loera to sign FY 2017 Operation Stonegarden Grant award documents including FY 2017 Grant Assurances and Memorandum of Understanding (MOU) with participating agencies,
- 3. Authorize the Chairman of the Board to sign Governing Body Resolution

3. Cost \$ 2,300,000 Source: _____

4. If approval of Contract, reviewed/approved by County Counsel on: _____
By: _____ Action Request # _____
Assigned by County Counsel's Office

5. If approval of position allocation change, approved by Human Resources on: _____
By: _____

6. Electronic copy submittal date: _____ By: _____

Department Head/Agency Representative

INSTRUCTIONS: *Back-up must be submitted 11 BUSINESS days prior to requested date. Back-up submitted must contain an Original and 6 copies. Copies must be submitted double sided and three (3) hole punched. Back-up must be submitted in a PDF format to cobstaff@co.imperial.ca.us.*

CEO/CLERK USE ONLY:

DATE STAMP

BOARD DATE: 11/7/17

Action _____ Filing _____

Consent X Presentation _____

Hearing _____ CEO Approval _____

Other (specify) _____

CEO

10/23/17
Date

IMPERIAL COUNTY SHERIFF'S OFFICE

RAYMOND LOERA
SHERIFF•CORONER•MARSHAL



November 7th, 2017

Honorable Board of Supervisors
County Executive Officer
County of Imperial
940 West Main Street
El Centro, CA 92243

Subject: FY 2017 Operation Stonegarden Program

Dear Board Members;

Requested Action:

1. Accept Fiscal Year (FY) 2017 Operation Stonegarden Grant (OPSG),
2. Authorize Sheriff Raymond Loera to sign FY 2017 Operation Stonegarden Grant award documents including FY 2017 Grant Assurances and Memorandum of Understanding (MOU) with participating agencies,
3. Authorize the Chairman of the Board to sign Governing Body Resolution.

Background:

On October 11, 2017, The Imperial County Sheriff's Office (ICSO) received notification letter of award approval from The California Office of Emergency Services (Cal OES) in the amount of \$2,300,000 under the FY 2017 Operation Stonegarden (OPSG) Program. The grant funds will be used to enhance manpower in the form of increased uniformed patrol along the US-Mexico border corridors. In addition, use of the funds will include enhancing the cooperation and coordination between local, state and federal law enforcement agencies in securing the United States border along routes of ingress from the international border.

ICSO will act as the fiduciary of the grant funds. ICSO will use \$596,106 to pay for overtime and related benefits, vehicle maintenance, equipment and administration fees. The remaining \$1,703,894 will be used to reimburse local and state participating agencies. The 2017 Operation Stonegarden grant will be included in FY 2018-2019 budget process.

Fiscal Impact:

There will be no impact to the General Fund: grant expenditures are equal to grant funding.

Sincerely,

Raymond Loera
Sheriff-Coroner-Marshal

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**RESOLUTION OF THE BOARD OF SUPERVISORS
OF IMPERIAL COUNTY, STATE OF CALIFORNIA**

APPROVING AN APPLICATION FOR FUNDING FROM STONEGARDEN 17

Resolution No. _____

WHEREAS, on October 11, 2017, the Imperial County Sheriff's Office (ICSO) received notification letter of award approval from The California Office of Emergency Services, (Cal OES) in the amount of \$2,300,000 under the FY 2017 Operation Stonegarden (OPSG) Program.

WHEREAS, ICSO will act as the fiduciary of the grant funds; and

WHEREAS, the grant funds will be used to enhance manpower in the form of increased uniformed patrol along the US-Mexico border corridors; and

WHEREAS, the grant funds will also enhance the cooperation and coordination between local, State and Federal law enforcement agencies to secure the United States border along routes of ingress from the international border.

NOW, THEREFORE, THE BOARD OF SUPERVISORS DECLARES:

1. The Imperial County Board of Supervisors has reviewed and hereby approves application for Stonegarden 17 grant program for up to \$2,300,000.
2. The Stonegarden 15 grant funds shall be budgeted by ICSO as the fiduciary of the grant funds as outlined below:

a. Operational Overtime	\$ 1,771,454
b. New/Replacement Equipment	\$ 199,239
c. Maintenance	\$ 188,695
d. Fuel	\$ 25,612
e. Management & Admin. Fees	\$ 115,000

PASSED AND ADOPTED, by the Board of Supervisors of Imperial County, California, this _____, 2017, by an affirmative vote of the members present.

AYES: _____

NOES: _____

ABSTAINED: _____

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ABSENT: _____

Michael W. Kelly
Chairman of the Board of Supervisors

ATTEST:

BLANCA ACOSTA,
Clerk of the Board of Supervisors



October 11, 2017

Raymond Loera
Sheriff
Imperial County Sheriff's Office
328 Applestill Road
El Centro, CA 92243

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL
Fiscal Year (FY) 2017 Operation Stonegarden Grant Program
Grant #2017-0083, Cal OES ID#025-95005
Subrecipient Performance Period: September 1, 2017 to May 31, 2020

Dear Sheriff Loera:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2017 Operation Stonegarden Grant Program (OPSG) award in the amount of \$2,300,000. You may not expend grant funds until you receive written approval of your Operational Order and/or Fragmentary Order by the Federal Emergency Management Agency (FEMA). Once this approval is received and your completed application is received and approved, you may request reimbursement of eligible grant expenditures using the Cal OES Financial Management Forms Workbook available at www.caloes.ca.gov.

During the review process, a Cal OES Program Representative will examine and evaluate your FY 2017 HSGP grant application. Throughout the grant cycle, Cal OES will use performance milestones set in the Department of Homeland Security/FEMA Grants Reporting Tool (GRT) as indicators of performance and grant management capacity and this information may be used in assessing future competitive grant applications. All activities funded with this award must be completed within the Subrecipient performance period.

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, projects requiring EHP review, sole source procurement requests, and controlled equipment requests require additional approvals from Cal OES. Subrecipients must obtain written approval for these activities **prior** to incurring any costs, in order to be reimbursed for any related costs under this grant. Subrecipients are also required to obtain a performance bond prior to the purchase of any equipment item over \$250,000, including any aviation or watercraft financed with homeland security dollars. Performance bonds must be submitted to your Program Representative no later than the time of reimbursement.

Raymond Loera
October 11, 2017
Page 2 of 2

Following acceptance of this award, you must enter your grant information into the GRT for the Biannual Strategy Implementation Report (BSIR) period. The GRT can be accessed online at <https://www.reporting.odp.dhs.gov/>. Your agency must prepare and submit the BSIR to Cal OES via the GRT semi-annually for the duration of the grant performance period or until you complete all activities and the grant is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

This grant is subject to all provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 days of receipt and keep a copy for your files. For further assistance, please feel free to contact your Cal OES Program Representative or the Infrastructure Protection Grants Unit at (916) 845-8404.

Sincerely,



MARK S. GHILARDUCCI
Director

Raymond Loera
Imperial County Sheriff's Office

Date



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant 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 Applicant 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 set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

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

1. Proof of Authority

The Applicant 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 Applicant and the city council, governing board, or authorized body agree:

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

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

2. Period of Performance

The Applicant 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 United States 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 Applicant 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 Applicant 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 Applicant 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 12549 and 12689, and 2 C.F.R. §200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principal, subgrantees, recipients or subrecipients:

- (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 Applicant 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 Applicant 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, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units

- (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201); ;
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
 - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
 - (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
 - (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
 - (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

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

6. Drug-Free Workplace

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

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

8. Audits

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

9. Access to Records

In accordance with 2 C.F.R. §200.336, the Applicant 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 Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

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

12. Reporting - Accountability

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

13. Whistleblower Protections

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

14. Human Trafficking

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

15. Labor Standards

The Applicant will comply with the following federal labor standards:

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

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this

Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant 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), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

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

19. Use of Cellular Device While Driving is Prohibited

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

20. California Public Records Act and Freedom of Information Act

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

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

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

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

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

22. Acknowledgment of Federal Funding from DHS

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

23. Activities Conducted Abroad

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

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

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also

find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

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

26. Duplication of Benefits

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

27. Energy Policy and Conservation Act

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

28. Federal Debt Status

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

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

30. Hotel and Motel Fire Safety Act of 1990

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

31. Non-supplanting Requirements

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

32. Patents and Intellectual Property Rights

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

33. SAFECOM

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

34. Terrorist Financing

All recipients must comply with 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. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

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

36. USA Patriot Act of 2001

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

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, 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 Applicant 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 subrecipient 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. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2017, Version 7.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

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

Op Order Name: OPSG CA - Imperial FY20
Op Order Number: 20-ELCELC-04-001 Version 0
Op Dates From: 9/1/2020 **To:** 8/31/2023
Report Date: 04/30/2019

(U) Warning: The information contained herein remains under the control of the Department of Homeland Security (DHS), through U.S. Customs and Border Protection (CBP). It is being disseminated for authorized law enforcement purposes only.

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

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

Executive Summary

Operation Stonegarden (OPSG) is grant funding allowing state and local law enforcement agencies in Imperial County to utilize their own law enforcement authorities to support the border security mission. OPSG funds are solely invested in collaborative efforts to secure the United States borders along ingress routes and travel corridors that lead from the U.S. - Mexico borders.

Operation OPSG OO CA - Imperial FY20 will enable multilateral enforcement efforts between state and local law enforcement agencies in the El Centro Sector (ELC) area of responsibility (AOR) by increasing a patrol-based law enforcement presence in the communities and on the highways of Imperial County. Deploying friendly forces in areas not traditionally patrolled by ELC is essential in refining operational control of the border.

I. SITUATION

A. General Situation:

ELC is responsible for 70 linear miles along the international border, and operates three (3) U.S. Border Patrol checkpoints located on California State Routes (SR) 2, 86 and 111. In addition, there are two U.S. CBP Ports of Entry (POE), one located in downtown Calexico, California and one situated six miles east of Calexico, both of which are operated by the Office of Field Operations (OFO).

In 2020, ELC projects it will continue to experience resource shortfalls that challenge the border security mission. Contributing factors are personnel shortages, quick vanishing times, extended detention times, transportation and hospital watch duties, all of which, compromise border security operations. The majority of USBP resources are dedicated to the immediate border area.

Transnational Criminal Organizations (TCO) are active throughout the United States and involved in diverse criminal enterprises, affecting the communities and institutions across the United States. TCOs operating in the ELC AOR are involved in a network of cross-border criminal activities and have the capability to compartmentalize their criminal ventures by establishing a recruitment base in both Mexicali, BC, Mexico and Imperial County. This recruitment base allow TCOs to recruit criminal organizations and/or individuals into criminal roles such as "foot-guide", "load driver", "stash-house" operator, money courier, etc.

The priority for Stonegarden operations in Imperial County align with DHS strategies to combat TCOs and include:

- Enhance Intelligence and Information Sharing.
- Strengthen Interdiction and Prosecutions.
- Disrupt Drug Trafficking and Its Facilitation of Other Transnational Threats.
- Build International Capacity, Cooperation, and Partnership.
- Develop intelligence-based surge operations to respond to emerging threats

Stonegarden operations are an effective way to disrupt TCOs capability by targeting their reliance on both private and commercial vehicles utilized to smuggle their criminal cargo into the United States. The main travel routes from Imperial County lead drivers and scouts to various checkpoints. As long as the checkpoints are operational, the drivers and scouts are vulnerable to detection and may face the decision of taking alternate routes to circumvent them. Increasing patrols on highways used as circumvention routes augments checkpoint operations by adding another layer of enforcement. Accordingly, TCOs have established stash-houses, which have become integral to their criminal ventures and provides them a tactical advantage.

B. Terrain/Weather:

The ELC AOR is located in a bowl formed by mountain ranges on both the east and west edges of the county, which contribute to its diverse topography and extreme heat during the summer months. On the western edge of the sector is a 4,000-foot, boulder-laden mountain range that descends east into an open expanse of mostly flat desert terrain. Continuing east and adjacent to the desert are contiguous farming operations, which run northward from the international border to the Salton Sea, cutting a wide swath through the center of the sector. An advantage for friendly forces is that the terrain and limited amount of major freeways creates natural chokepoints on roads that lead to larger metropolitan cities such as Los Angeles, California.

While Imperial County is a desert, the economy is heavily based on agriculture (48%) due to irrigation that is supplied by the Colorado River via the All-American Canal. The agricultural fields are interwoven with lateral canals and deep run-off drains that hinder both friendly forces and the adversary, constraining the adversary to use the county roads and some major highways. On the other hand, the infrastructure used for farming operations are spread-out and offer the adversary an advantage to scout or stage their operations.

The incorporated areas within the ELC AOR comprise less than one percent of the land. County roads and state highways transit near or through these small communities and provide TCOs the opportunity for bi-directional smuggling into and out of the ELC AOR. Considering the close proximity of Interstate 8 and Highway 98 (SR98) to the U.S. – Mexico border, the adversary has the advantage of exploiting the quick vanishing times from the border entry zones.

Temperatures in the Imperial Valley are amongst the highest in the nation. During the summer months, the extreme heat has an adverse effect for both the adversary and friendly forces.

Due to high average temperatures and the low altitude of the area, the Imperial Valley will typically have higher than average wind speeds. March is the windiest month of the year, with an average maximum wind speed of 30 miles per hour. Wind gusts have a significant impact on ELC operations, with speeds over 30 miles per hour. These gusts can cause delays or cancellation of flight operations, surveillance and affect checkpoint operations.

C. Criminal Element:

TCOs conduct alien, narcotics, and bulk-cash trafficking operations within the ELC AOR and rely heavily on motor vehicles. TCOs are aware that ELC assets are predominantly located at the border or checkpoints with a less significant patrol presence on the Interstate and around the communities north of Calexico, California. The majority of narcotics smuggling loads enter the U.S. via a land POE in either privately owned vehicles or commercial trucks. This illicit cargo is often strategically staged throughout Imperial County until TCOs believe conditions are optimal to ensure they have a higher probability of avoiding detection and successfully transporting their contraband further into the interior of the U.S.

In order to defeat border security operations, both at the border and checkpoints, the adversary has expanded its capabilities by conducting operations within the air domain. A vulnerability faced by TCOs is the need for ground crews and sites for both launch and recovery operations. These landing and drop zones for Ultra-Light Aircraft (ULA) and Small Unmanned Air Systems (SUAS) expose their ground crews to interdiction by law enforcement.

TCOs have formed alliances with California prison and street gangs to control trafficking routes, distribute drugs, and kidnap, extort, and kill as necessary to protect their criminal activities. Stonegarden friendly forces can target these criminals, especially if they operate away from the border and in the communities of Imperial County.

Lastly, Terrorism is a threat stream that remains an intelligence gap within ELC. Information currently available has failed to identify Foreign Terrorist Organizations (FTO), Domestic Terrorist Organizations (DMTO), and Homegrown Violent Extremists (HVE).

D. Friendly Forces:

Agency	No. of Officers in Department	No. of Officers Available for OPSG
Imperial County Sheriff's Office	90	90
Imperial County Border Crime Suppression Team	4	4
California Highway Patrol-El Centro	32	30
California Highway Patrol-Calexico	16	15
California Highway Patrol-Winterhaven	21	21
El Centro Police Department	52	48
Brawley Police Department	26	24
Calexico Police Department	20	20
Imperial Police Department	18	16
Calipatria Police Department	4	4
Imperial County Probation Department	61	33
Imperial County District Attorney's Office	14	7
Imperial County Narcotics Task Force	7	7
California Department of Fish & Wildlife	11	11
Riverside County Sheriff's Office Special Investigation Bureau	6	6

II. MISSION

From September 1, 2020 through August 31, 2023, ELC will collaborate with state and local law enforcement agencies to enhance border security by increasing OPSG law enforcement operations on ingress routes and travel corridors.

III. EXECUTION

A. Management/Supervisor Intent:

Purpose: Enhance border security by increasing a law enforcement presence on ingress routes from the international border and travel corridors utilized by TCOs.

Method: Through funding, support concerted efforts to secure the United States along routes of ingress from international borders and travel corridors in Imperial County.

End State: Enhanced border security through increased state and local law enforcement presence along routes of ingress from the international border and travel corridors throughout Imperial County.

B. General Concept:

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 degrade the ability of criminal organizations to operate within the greater Imperial County area, thereby reducing their threat to border security.

OPSG will emphasize measures that increase border security through joint operations that are patrol-based. Participating state and local agencies will utilize their unique areas of expertise and jurisdictional authority to collaboratively patrol the travel corridors that transit from the international border and/or through Imperial County. In addition, intelligence driven multi-agency criminal surge operations that have a border nexus will be conducted throughout the municipalities within the county.

Participating agencies will utilize OPSG funding for overtime, mileage, and the acquisition of equipment to support border security based law enforcement operations. This plan is subject to approval by the Chief Patrol Agent - El Centro Sector, U.S. Border Patrol Headquarters and Federal Emergency Management Agency (FEMA) Grant Program Directorate (GPD) prior to release of OPSG funds.

No funds may be obligated or drawn down in support of OPSG operations without FEMA GPD approval of the final Campaign Plan (OPORD).

C. Specific Responsibilities:

OPSG funds must be used to provide an increased law enforcement presence on ingress routes and travel corridors. State and Local law enforcement agencies shall not use this funding to supplant their inherent routine patrol and law

enforcement operations or activities in order to perform other activities not directly related to border security.

Effective border security operations rely on timely information sharing and actionable intelligence to accurately assess and prevent threats against the United States. Each participating agency are required to contribute to the information sharing and collaboration purposes of the OPSG program and a culture of national preparedness. Any Stonegarden forces unable to comply with the grant requirements need to identify in writing how they will address, and overcome any existing laws, policies, and practices that prevent information sharing.

OPSG Sub-recipients and associated friendly forces will not enforce Title 8 (U.S. Immigration Law) nor will they be granted any additional authorities or powers to enforce immigration law. Sub-recipients and associated friendly forces will enforce state law and local municipality codes against violators in target areas to help reduce criminal activity associated with transnational criminal activity.

Each participating agency conducting Stonegarden operation will be required to notify the El Centro Sector's Tactical Operation Center (Radio) at the start of their respective shift. At the conclusion of each Stonegarden operation or shift, each agency is responsible to ensure a Daily Activity Report (DAR) is completed within 48 hours via the Homeland Security Information Network (HSIN). Reports will include a narrative to document any significant seizures, prosecution cases, and penal code apprehensions. DARs will be reviewed to ensure compliance with grant guidelines and utilized to measure performance.

Sergeants and/or officers will intermittently attend Station musters at the Border Patrol Station where OPSG operations are being conducted. The intent will be to message Stonegarden and familiarize Border Patrol Agents with operations that are being conducted. This will also be an opportunity to identify the Station's needs concerning border security, which may influence future operations. During Stonegarden operations, communication will be conducted via the participating law enforcement agencies respective dispatch centers. Multi-agency operations requiring communications interoperability will be coordinated with the respective participating agencies to ensure that all participating officers have the appropriate communications equipment.

D. Coordinating Instructions:

ELC, state and local partners will establish and maintain an OPSG Integrated Planning Team (IPT) with representation from all participating law enforcement agencies, co-chaired by representatives from ELC and ICSSO. A minimum of two IPT meetings are mandatory, one prior to submitting the Concept of Operation (CONOP) and the second prior to submitting the Campaign Plan (OPORD).

The Imperial County Sheriff's Office (sub recipient) and eligible friendly forces must coordinate with ELC in developing and submitting a CONOP with an embedded budget to the State Administrative Agency (SAA). The operational plan will be developed collaboratively between federal, state and local law enforcement agencies. Each eligible friendly force will develop a plan identifying

a proposal of action to address enforcement efforts that enhance border security. The SAA will be responsible to apply for grant funding and submitting the CONOP to FEMA during the Notice of Funding Opportunity (NOFO) open period.

After awards are announced, the IPT will re-scope the CONOP into a Campaign Plan (OPORD) and resubmit a final OPORD with an embedded budget, based on actual dollar amounts awarded. ELC will review, approve and submit a final OPORD to Headquarters, United States Border Patrol, Washington, D.C. (USBP HQ). Upon receipt, USBP HQ will review and forward the OPORD to the Federal Emergency Management Agency (FEMA) Grant Program Directorate (GPD) for approval.

Recipients may not begin operations, obligate, or expend any funds until USBP HQ and FEMA GPD has approved the final OPORD with any existing special conditions and/or restrictions removed.

Public/Open Records Requests:

In order to accomplish the OPSG mission, law enforcement sensitive information is shared between Federal, State, and local friendly forces. This information includes: intelligence sharing, CONOPS/Applications, Operations Orders, Fragmentary Orders, Daily Activity Reports, After Action Reports, and more. OPSG records and documents are Law Enforcement Sensitive and are to be secured by all parties involved in OPSG operations from release of data or information to individuals or entities without a legally sufficient need to know.

OPSG documents, data, and information must also be protected from inadvertent or improper distribution.

State Administrative Agencies, Sub-Recipients, and Friendly Forces should, while maintaining state and local policy, also notify their local USBP Sectors Staff when a public disclosure request is received. USBP Sector Staff will notify the appropriate USBP HQ Staff about the request for awareness. In turn, USBP HQ will provide applicable assistance to insure the appropriate handling of the request and insure maximum protection of Personally Identifiable Information (PII) and Operations Security (OPSEC) of OPSG documents, data, and information.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

No funds may be obligated or drawn down in support of OPSG activities without FEMA GPD approval of the final Campaign Plan (OPORD).

The California State Administrative Agency (SAA) and the Imperial County Sheriff's Office are required to meet the various Federal financial reporting requirements identified in the FEMA Preparedness Grants Manual by submitting financial and programmatic reports as a condition of the Stonegarden award. Future awards and funds drawdown may be withheld by the Department of Homeland Security (DHS) if these reports are delinquent.

The funds will be paid by the State of California on behalf of the Department of Homeland Security and distributed to the Imperial County Sheriff's Office. All operational overtime hours and activity will be monitored and managed by the individual agencies and reported via the Homeland Security Information Network (HSIN).

Once more, State and Local law enforcement agencies shall not use this funding to supplant their inherent routine patrol and law enforcement operations or activities in order to perform other activities not directly related to border security. Funding will only be provided to the extent that participating law enforcement agencies can demonstrate that the specific operations to be reimbursed were not being routinely performed prior to the initiation of the operation.

Each eligible agency participating in Stonegarden operations will be required to submit a standardized daily shift report (DAR) under the appropriate operation order number and ensure the DARs are entered into the HSIN network.

Cost Estimates:

General Cost:	\$775,021.40
OT/MA Cost:	\$2,029,978.60
<hr/>	
Total Cost:	\$2,805,000.00

Administration/Logistics/Budget		Narrative Justification (Computation of Items)	Federal Request
Law Enforcement Operational Overtime * Over 50% in OT funding needs a Personal Cap Waiver request letter		ICSO: \$465,000.00 Friendly Forces: \$1,244,955.00	\$1,709,955.00
Fringe Benefits for Law Enforcement		ICSO: \$6,742.50 Friendly Forces: \$173,031.10	\$179,773.60
		Overtime and Fringe Total	\$1,889,728.60
General Equipment * Justification Letter needed for \$100K or more purchases *If more space is needed show total equipment cost and list all equipment in justification section of budget.		ICSO: \$0.00 ECPD : \$25,000.00 PROB: \$2245.40	\$27,245.40
Special Equipment * Needs Justification Letter		ICSO: \$0.00 ECPD : \$124,000.00 CAXPD: \$26,000.00	\$150,000.00

Vehicles, Watercraft, other type of vehicles * Needs Justification Letter		ICSO: \$152,000.00 ECPD: \$125,000.00 BPD: \$60,000.00 CAX PD: \$60,000.00 IC PROB: \$60,000.00	\$457,000.00
Regional Capability Building Equipment * Needs Justification Letter		ICSO: \$0.00 Friendly Force: \$0.00	\$0.00
		Equipment Total	\$634,245.40
Vehicle	Fuel Cost	ICSO: \$0.00 Friendly Forces: \$0.00	\$0.00
	Maintenance Cost	ICSO: \$0.00 Friendly Forces: \$0.00	\$0.00
	Mileage Cost	ICSO: \$20,300.00; Friendly Forces: \$120,476.00	\$140,776.00
Travel, Lodging, and Per diem	For Deployed LE and/or Federally Sponsored (DHS/FEMA) border security task force meetings (IPTs)	ICSO: \$0.00 Friendly Forces: \$0.00	\$0.00
State M&A		State can take up to 2.5% of total allocation	\$0.00
County M&A	subtract state M&A from allocation and total county M&A cannot exceed 5%	Sub A: \$140,250.00	\$140,250.00
		Total M&A	\$140,250.00
Indirect Costs	If using Indirect Costs a letter must be attached explaining FEMA's agreed percentage	Sub-recipient's Indirect cost total	\$0.00
Unallocated Funds		Individual total of unallocated funds for each Sub-recipient and Friendly Force	
		Total Funding Cost	\$2,805,000.00

Overtime					Fringe	
Agency name	Officers	Estimated Hours (per Officer)	Estimated Overtime Rate	Estimated Overtime total	Estimated Fringe Rate	Estimated Fringe total
Imperial County Sheriff's Office	5	1500	\$62.00	\$465,000.00	1.45%	\$6,742.50
Imperial County Border Crime Suppression Team	3	240	\$62.00	\$44,640.00	1.45%	\$647.28
California Highway Patrol El Centro Station	5	400	\$108.00	\$216,000.00	16.56%	\$35,769.60
California Highway Patrol Calexico Station	5	400	\$108.00	\$216,000.00	16.56%	\$35,769.60
California Highway Patrol Winterhaven Station	5	400	\$108.00	\$216,000.00	16.56%	\$35,769.60
El Centro Police Department	5	250	\$59.00	\$73,750.00	21.61%	\$15,937.38
Brawley Police Department	4	250	\$51.00	\$51,000.00	13.66%	\$6,966.60
Calexico Police Department	3	250	\$62.00	\$46,500.00	21.42%	\$9,960.30
Imperial Police Department	3	250	\$66.00	\$49,500.00	17.64%	\$8,731.80
Calipatria Police Department	2	400	\$33.00	\$26,400.00	28.00%	\$7,392.00
Imperial County Probations	9	80	\$56.00	\$40,320.00	1.45%	\$584.64
Imperial County District Attorney's Office	5	155	\$59.00	\$45,725.00	1.45%	\$663.01
Imperial County Narcotic Task Force	7	240	\$52.00	\$87,360.00	1.45%	\$1,266.72
California Department of Fish and Wildlife	3	240	\$68.00	\$48,960.00	16.56%	\$8,107.78
Riverside County Sheriff's Office Special Investigations Bureau	4	225	\$92.00	\$82,800.00	6.60%	\$5,464.80
				Total	\$1,709,955.00	Total \$179,773.60

General Equipment						
Agency name	Item Number	AEL #	Equipment name	Quantity	Price	Total
El Centro Police Department	1	04HW-01-MOBL	Laptops (MDT)	5	\$5,000.00	\$25,000.00
Imperial County Probations Department	2	01ZA-02-GLVA	Gloves	100	\$22.45	\$2,245.40
						\$27,245.40

Item #1: Laptops will assist with furthering the OPSG mission. The laptops would be used in patrol cars and remotely in the field to access criminal databases, computer-aided dispatch, license plate reader information, and other police patrol resources. Communications is the key to effective Stonegarden enforcement operations.

Item #2: Nitrile gloves are utilized as PPE when conducting enforcement operations. The officers are provided a sufficient amount for day-to-day operations but Stonegarden Operations have put a strain on supplies, since extra equipment for Stonegarden operations are not budgeted by their county administrators.

Special Equipment						
Agency name	Item Number	AEL #	Equipment name	Quantity	Price	Total
El Centro Police Department	1	03OE-01-ALPR	ALPR	12	\$6,000.00	\$72,000.00
El Centro Police Department	2	03OE-01-ALPR	ALPR	2	\$26,000.00	\$52,000.00
Calexico Police Department	3	03OE-01-ALPR	ALPR	1	\$26,000.00	\$26,000.00
						\$150,000.00

Item #1: The portable ALPR systems will be mounted in locations throughout the city known to be thoroughfares for individuals transporting contraband. ALPR data will be used: (a) in various forms of crime analysis; (b) to alert law enforcement officials that a license plate number on a hotlist is nearby; (c) to monitor the movements of vehicles involved in the transportation of illicit substances, firearms, and contraband; and (d) to identify instances of criminal conduct that might have previously gone undetected without the aid of the ALPR system.

Item #2 - 3: The ALPR systems will be mounted to patrol vehicles and will act as a force multiplier for officers in the field. ALPR data will be used: (a) in various forms of crime analysis; (b) to alert law enforcement officials that a license plate number on a hotlist is nearby; (c) to monitor the movements of vehicles involved in the transportation of illicit substances, firearms, and contraband; and (d) to identify instances of criminal conduct that might have previously gone undetected without the aid of the ALPR system.

Vehicles, Watercraft, other type of vehicles						
Agency name	Item Number	AEL #	Equipment name	Quantity	Price	Total
Imperial County Sheriff's Office	1	12-VE-00-MISS	Vehicle	2	\$76,000.00	\$152,000.00
El Centro Police Department	2	12-VE-00-MISS	Vehicle	2	\$62,500.00	\$125,000.00
Brawley Police Department	3	12-VE-00-MISS	Vehicle	1	\$60,000.00	\$60,000.00
Calexico Police Department	4	12-VE-00-MISS	Vehicle	1	\$60,000.00	\$60,000.00
Imperial County Probations Department	5	12-VE-00-MISS	Vehicle	1	\$60,000.00	\$60,000.00
						\$457,000.00

Items #1 - 5: The patrol vehicle will be used for targeted intelligence driven patrols to provide an operational law enforcement presence to enhance border security. No recording or video equipment will be purchased with grant funds.

Mileage			
Agency name	Estimated miles	Estimated Mileage Rate	Estimated Overtime total
Imperial County Sheriff's Office	35000	\$0.58	\$20,300.00
Imperial County Border Crime Suppression Team	9000	\$0.58	\$5,220.00
California Highway Patrol El Centro Station	25000	\$0.96	\$24,000.00
California Highway Patrol Calexico Station	25000	\$0.96	\$24,000.00
California Highway Patrol Winterhaven Station	25000	\$1.04	\$26,000.00
El Centro Police Department	7500	\$0.56	\$4,200.00
Brawley Police Department	7500	\$0.56	\$4,200.00
Calexico Police Department	6000	\$0.58	\$3,480.00
Imperial Police Department	6000	\$0.58	\$3,480.00
Calipatria Police Department	3500	\$0.56	\$1,960.00
Imperial County Probations	2400	\$0.58	\$1,392.00
Imperial County District Attorney's Office	5500	\$0.56	\$3,080.00
Imperial County Narcotic Task Force	18900	\$0.56	\$10,584.00
California Department of Fish and Wildlife	8000	\$0.55	\$4,400.00
Riverside County Sheriff's Office Special Investigation Bureau	8000	\$0.56	\$4,480.00
Total			\$140,776.00

B. Travel:
Not applicable

C. Lodging:
Not applicable

D. Reception of Detailed Personnel:
Not applicable

E. Uniform and Equipment:
Uniform and equipment will be prescribed by the participating state and local law enforcement agencies' respective chain of command.

F. Special Equipment:
Not applicable

G. Processing:
Apprehended individuals and seized property will be processed in accordance with federal, state, and local laws, policies, and guidelines.

H. Medical:
Medical emergencies will be managed by individual participating agencies in accordance with their own existing policies and procedures.

Hospital:

Pioneers Memorial Hospital
Trauma Level IV
207 West Legion Road
Brawley, CA 92227
(760) 351-3333

El Centro Regional Medical Center
Trauma Level IV
1150 N. Imperial Avenue
El Centro, CA 92243
(760) 339-7100

Desert Regional Medical Center
Trauma Level II
1150 N. Indian Canyon Dr.

Palm Springs, CA 92262
(760) 323-6511

UC San Diego Health Hillcrest
Trauma Level I
200 W Arbor Dr.
San Diego, CA 92103
(619) 543-6222

Yuma Regional Medical Center
Trauma Level IV
2400 S. Ave A
Yuma, AZ 85364
(928) 344-2000

Air Transport:

Reach Air Medical
1111 Airport Rd.
Imperial, CA 92251
(760) 427-3244

I. Detention/Transportation:

Apprehended individuals will be transported in accordance with federal, state, and local laws, policies, agreements and guidelines of the arresting agency.

J. Vehicles:

State and local law enforcement marked vehicles will be used in support of this operation. Participating agencies will be responsible for the fuel and maintenance of their vehicles. Mileage costs may be reimbursed in whole or in part for those vehicles utilized in Stonegarden operations.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

Chief Patrol Agent Gregory K. Bovino
Deputy Chief Patrol Agent Travis S. Darling
Division Chief Carmen Gandara
Division Chief Jorge L. Chapa
Assistant Chief Patrol Agent Joshua C. Devack

B. Unit Command:

El Centro Sector:

- Special Operations Supervisor Marcelino Velasco 760-335-5811

Imperial County Sheriff's Office:

- Chief Robert Benavidez 442-572-3657
- Admin. Analyst Laura Bowen 442-265-2035

Imperial County Border Crime Suppression Team:

- Lieutenant Jimmy Duran 442-265-5252

California Highway Patrol:

- Sergeant Hector Tavares (Calexico) 760-768-4000
- Sergeant Darnella Melancon (Winterhaven) 760-572-0294

California Department of Fish and Wildlife

- Lt Lee King 760-337-2677

El Centro Police Department:

- Commander Aaron Reel (OPSG) 760-337-4527

Brawley Police Department:

- Commander Brett Houser 760-351-2650

Calexico Police Department:

- Lieutenant Jesus Serrano 760-427-3953

Imperial Police Department:

- Captain Mario Luna 760-355-3821

Calipatria Police Department:

- Sergeant Eric Trevino 760-348-2211

Imperial County Probation Department:

- Supervisory Probation Officer Kevin Arellano 442-265-2355

Imperial County District Attorney's Office:

- Commander Carl Armstrong 760-335-5393

Imperial County Narcotic Task Force

- Commander Ryan Kelley 760-337-3706

Riverside County Sheriff's Office Special Investigation Bureau:

- Sergeant Jeremy Harding 951-581-2570

C. Communication Details:

OPSG operations primary communication will be conducted via the participating law enforcement agencies' respective dispatch centers. Multi-agency operations requiring communications interoperability will be coordinated with the respective participating agencies and ensure that all participating officers have the appropriate communications equipment.

D. Map Coordinates:

Notes: El Centro Sector AOR

	Longitude	Latitude
Degrees : Minutes : Seconds	115 : 33 : 17	32 : 49 : 26
Decimal	-115.55475	32.82396

Location Zone: Z29

ANNEX

- A. Administration Annex:**
- B. Execution Annex:**
- C. Communication Annex:**

Media Action Plan:

All Border Patrol inquiries will be directed to the El Centro Sector Public Information Office/Communications Division. State and local agencies will manage media inquiries as specified by their individual departmental policies.

State Administrative Agencies, Sub-Recipients, and Friendly Forces should notify El Centro Sector Staff when a Public disclosure request is received. USBP Sector Staff will notify the appropriate USBP HQ Staff about the request for awareness. USBP HQ will provide applicable assistance to insure the appropriate handling of the request to insure maximum protection of Personally Identifiable Information (PII) and Operations Security (OPSEC) of OPSG documents, data, and information.

Legal Review:

Reviewed by USBP HQ, California SAA CAL OES and FEMA

Risks:

No supplementary risks have been associated with this Op Order.