

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



ITEM: 3.12
(ID # 20626)

MEETING DATE:

Tuesday, December 06, 2022

FROM : HUMAN RESOURCES AND RCIT :

SUBJECT: HUMAN RESOURCES & RIVERSIDE COUNTY INFORMATION TECHNOLOGY DEPARTMENT: Classification & Compensation Recommendation to adjust the salaries of the RCIT Data Network Engineer class series, RCIT Voice Engineer class series, and the IT Systems Administrator class series; and amend Ordinance No. 440 pursuant to Resolution No. 440-9315 submitted herewith, All Districts. [Cost \$97,419, with an ongoing cost of \$63,322, 100% Enterprise Allocation and Department Budgets]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the recommendation to adjust the salaries of the RCIT Data Network Engineer (I/II/III), RCIT Voice Engineer (I/II/III), and the IT Systems Administrator (I/II/III) class series.
2. Amend Ordinance No. 440 pursuant to Resolution No. 440-9315.

ACTION:Policy

Jim Smith
Jim Smith, Chief Information Officer

11/17/2022

Jennifer Cruikshank
Jennifer Cruikshank, Chief Executive Officer - Health System

11/17/2022

Joseph Belli
Joseph Belli

11/17/2022

Michael Bowers
Michael Bowers, Assistant HR Director

11/22/2022

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 and that Resolution 440-9315 is adopted as recommended.

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez
Nays: None
Absent: None
Date: December 6, 2022
xc: HR, RCIT

Kecia R. Harper
Clerk of the Board

By: *Cindy Gandy*
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	\$34,094	\$63,322	\$97,419	\$63,322
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Enterprise Allocation & Department Budgets			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The mission of the Riverside County Information Technology (RCIT) Department is to ensure the business of government remains efficient by providing an information technology infrastructure with systems that are secure, reliable, and financially viable. RCIT continuously strives to improve the dissemination of public service information through the expanded use of communications, computing technology, and effective management oversight.

At the request of RCIT, the Human Resource's Classification and Compensation (Class and Comp) Division conducted a class series study on the RCIT Data Network Engineer (I/II/III), RCIT Voice Engineer (I/II/III), and IT Systems Administrator (I/II/III). Class and Comp found that when the RCIT Data Network Engineer and RCIT Voice Engineer class series were first established, the duties required of these positions necessitated more physical manipulation of equipment. As technology has progressed through the years, the work functions that the RCIT Data Network and RCIT Voice Engineer class series perform have become more virtualized and less reliant on the manipulation of physical equipment. This change in technology has caused the RCIT Data Network and RCIT Voice Engineer class series to work alongside the IT Systems Administrator class series. All three of the identified class series now utilize similar technology within their respective departments.

A market review for the classifications above were conducted to ensure parity and market competitiveness, which are highlighted below:

1. RCIT Voice Engineer I - Current salary of \$60,150 - \$70,910/year is below the market at the minimum base salary by approximately 23% and below the maximum base salary by approximately 25% (**Attachment 2**).
2. RCIT Voice Engineer II - Current salary of \$84,718 - \$99,874/year is above market at the minimum base salary and below market at the maximum base salary by approximately 7% (**Attachment 3**).
3. RCIT Voice Engineer III - Current salary of \$99,753 - \$123,844/year is below the market at the minimum base salary by approximately 4% and below the maximum base salary by approximately 5% (**Attachment 4**).
4. RCIT Data Network Engineer I - Current salary of \$60,150 - \$70,910/year is below the market at the minimum base salary by approximately 19% and below the maximum base salary by approximately 29% (**Attachment 5**).

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5. RCIT Data Network Engineer II - Current salary of \$84,719 - \$99,874/year is above the market at the minimum base salary and below the market at the maximum base salary by approximately 9% (**Attachment 6**).
6. RCIT Data Network Engineer III - Current salary of \$99,753 - \$123,844/year is at market at the minimum base salary and below the market at the maximum base salary by approximately 8% (**Attachment 7**).
7. IT Systems Administrator I - Current salary of \$57,001 - \$77,575/year is below the market at the minimum base salary by approximately 23% and below the maximum base salary by approximately 22% (**Attachment 8**).
8. IT Systems Administrator II - Current salary of \$80,283 - \$109,260/year is below the market at the minimum base salary by approximately 5% and below the market at the maximum base salary by approximately 0.14% (**Attachment 9**).
9. IT Systems Administrator III - Current salary of \$99,550 - \$135,482/year is slightly below the market at the minimum base salary by approximately 0.01% and slightly below the market at the maximum base salary by approximately 0.35% (**Attachment 10**).

The five-county market indicates that these classifications are paid very similarly at their respective levels (see Figure 1).

Figure 1:

Job Classification	Current Salary Minimum	Current Salary Maximum	Minimum % Diff from Mean	Maximum % Diff from Mean	Suggested Market Min	Suggested Market Max
RCIT Voice Engineer III	\$99,753	\$123,844	4.09%	5.21%	\$104,010	\$130,650
RCIT Data Network Engineer III	\$99,753	\$123,844	0.21%	7.64%	\$99,542	\$134,089
IT Systems Administrator III	\$99,550	\$135,482	0.01%	0.35%	\$99,556	\$135,958
RCIT Voice Engineer II	\$84,718	\$99,874	1.24%	6.52%	\$83,681	\$106,840
RCIT Data Network Engineer II	\$84,719	\$99,874	0.62%	8.72%	\$84,197	\$109,418
IT Systems Administrator II	\$80,283	\$109,259	4.73%	0.14%	\$84,273	\$109,418
RCIT Voice Engineer I	\$60,150	\$70,910	22.67%	24.62%	\$77,785	\$94,074
RCIT Data Network Engineer I	\$60,150	\$70,910	18.89%	29.00%	\$74,154	\$99,878
IT Systems Administrator I	\$57,001	\$77,575	23.13%	22.33%	\$74,154	\$99,878

Based on the study findings, it is recommended that the RCIT Voice Engineer, RCIT Data Network Engineer, and IT Systems Administrator class series be benchmarked together at each respective level. It is important to note that the minimum and maximum base salaries of certain classifications within the RCIT Voice Engineer, RCIT Data Network Engineer, and IT Systems Administrator series are currently higher than the recommended market ranges. For the classifications that currently have a higher minimum or maximum, it is recommended that the higher minimum or maximum be retained to ensure that there is no negative impact in earning potential for current incumbents. It is further recommended that the highest minimum or maximum be used across the respective levels throughout all series to maintain equity. The final proposed state of the three series can be found below (see figure 2).

Figure 2:

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PROPOSED VOICE ENGINEER ORG STRUCTURE			PROPOSED DATA NETWORK ENGINEER ORG STRUCTURE			PROPOSED IT SYS ADMIN ORG STRUCTURE		
Classification	Proposed Salary		Classification	Proposed Salary		Classification	Proposed Salary	
	Min	Max		Min	Max		Min	Max
RCIT Supervising Engineer	\$121,858	\$143,658	RCIT Supervising Engineer	\$121,858	\$143,658	IT Supervising Systems Administrator	\$115,479	\$157,159
% Difference	17.16%	6.03%	% Difference	17.16%	6.03%	% Difference	11.03%	16.00%
RCIT Voice Engineer III	\$104,010	\$135,482	RCIT Data Network Engineer III	\$104,010	\$135,482	IT Systems Administrator III	\$104,010	\$135,482
% Difference	22.77%	24.00%	% Difference	22.77%	24.00%	% Difference	22.77%	24.00%
RCIT Voice Engineer II	\$84,719	\$109,260	RCIT Data Network Engineer II	\$84,719	\$109,260	IT Systems Administrator II	\$84,719	\$109,260
% Difference	8.91%	16.14%	% Difference	8.91%	16.14%	% Difference	0.00%	0.00%
RCIT Voice Engineer I	\$77,785	\$94,074	RCIT Data Network Engineer I	\$77,785	\$94,074	IT Systems Administrator II - CN	\$84,719	\$109,260
						% Difference	8.91%	16.14%
						IT Systems Administrator I	\$77,785	\$94,074

Salary Adjustment:

RCIT Voice Engineer III: It is recommended to adjust the salary plan/grade from SEU 675 (\$99,753 - \$123,844/year) to salary plan/grade SEU 678 (\$104,010 - \$135,482/year). There are currently 2 incumbents in this classification. It is recommended that the 2 incumbents who have been at the max salary for 1 year or longer receive a 4% increase on the new salary plan/grade.

RCIT Voice Engineer II: It is recommended to adjust the salary plan/grade from SEU 601 (\$84,718 - \$99,874/year) to salary plan/grade SEU 604 (\$84,719 - \$109,260/year). There are currently no incumbents in this classification.

RCIT Voice Engineer I: It is recommended to adjust the salary plan/grade from ESEU 305 (\$60,150 - \$70,910/year) to salary plan/grade ESEU 343 (\$77,785 - \$94,074/year). There are currently no incumbents in this classification.

RCIT Data Network Engineer III: It is recommended to adjust the salary plan/grade from SEU 675 (\$99,753 - \$123,844/year) to salary plan/grade SEU 678 (\$104,010 - \$135,482/year). There are currently 3 incumbents in this classification. It is recommended that the 2 incumbents who have been at the max salary for 1 year or longer receive a 4% increase on the new salary plan/grade.

RCIT Data Network Engineer II: It is recommended to adjust the salary plan/grade from SEU 602 (\$84,719 - \$99,874/year) to salary plan/grade SEU 604 (\$84,719 - \$109,260/year). There are currently no incumbents in this classification.

RCIT Data Network Engineer I: It is recommended to adjust the salary plan/grade from ESEU 305 (\$60,150 - \$70,910/year) to salary plan/grade ESEU 343 (\$77,785 - \$94,074/year). There are currently no incumbents in this classification.

IT Systems Administrator III: It is recommended to adjust the salary plan/grade from SEU 672 (\$99,550 - \$135,482/year) to salary plan/grade SEU 678 (\$104,010 - \$135,482/year). There are currently forty-four incumbents in this classification.

IT Systems Administrator II: It is recommended to adjust the salary plan/grade from SEU 574 (\$80,283 - \$109,260/year) to salary plan/grade SEU 604 (\$84,719 - \$109,260/year). There are

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currently thirty-six incumbents in this classification. It is recommended that the 9 incumbents presently below the newly proposed minimum be brought up to the proposed minimum upon implementation of this recommendation.

IT Systems Administrator II - CN: It is recommended to adjust the salary plan/grade from MCO 547 (\$69,532 - \$109,260/year) to salary plan/grade MCO 656 (\$84,719 - \$109,260/year). There are currently no incumbents in this classification.

IT Systems Administrator I: It is recommended to adjust the salary plan/grade from ESEU 275 (\$57,001 - \$77,575/year) to salary plan/grade ESEU 343 (\$77,785 - \$94,074/year). There are currently no incumbents in this classification.

Additional Fiscal Information

The \$34,094 reflected in the current fiscal year cost highlights the immediate costs in salary/benefits to bring the 9 IT Systems Administrator II incumbents up to the new minimum and grant the 4 incumbents who have been at the maximum for over 1 year a 4% increase.

The salary adjustment of the RCIT Data Network Engineer, RCIT Voice Engineer, and the IT Systems Administrator series does not have a Net County Cost as these positions would be funded by the Enterprise Allocation fund and other department budgets.

Impact on Residents and Businesses

The proposed salary adjustments will have no impact on Residents or Businesses. Adjusting the salary of the RCIT Data Network Engineer, RCIT Voice Engineer, and the IT Systems Administrator class series will allow the County to provide a competitive salary that is within market to attract and retain the most qualified individuals to perform the roles.

Attachments:

1. Resolution No. 440-9315
2. Market Data - RCIT Voice Engineer I
3. Market Data - RCIT Voice Engineer II
4. Market Data - RCIT Voice Engineer III
5. Market Data - RCIT Data Network Engineer I
6. Market Data - RCIT Data Network Engineer II
7. Market Data - RCIT Data Network Engineer III
8. Market Data - IT Systems Administrator I
9. Market Data - IT Systems Administrator II
10. Market Data - IT Systems Administrator III

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Meghan Hahn
Meghan Hahn, Principal Management Analyst 11/23/2022

RESOLUTION NO. 440-9315

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on December 6, 2022, that pursuant to Section 8(c) of Ordinance No. 440, the Director of Human Resources is authorized to amend the Class and Salary Listing of Ordinance No. 440, operative at the beginning of the pay period following the date of approval, as follows:

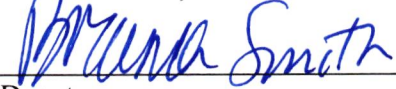
Job Code	Class Title	From Salary Plan/Grade	To Salary Plan/Grade
86161	IT Systems Administrator I	ESEU 275	ESEU 343
86164	IT Systems Administrator II	SEU 574	SEU 604
86237	IT Systems Administrator II - CN	MCO 547	MCO 656
86165	IT Systems Administrator III	SEU 672	SEU 678
76316	RCIT Data Network Engineer I	ESEU 305	ESEU 343
76317	RCIT Data Network Engineer II	SEU 602	SEU 604
76320	RCIT Data Network Engineer III	SEU 675	SEU 678
76302	RCIT Voice Engineer I	ESEU 305	ESEU 343
76303	RCIT Voice Engineer II	SEU 601	SEU 604
76304	RCIT Voice Engineer III	SEU 675	SEU 678

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER, Clerk of said Board

By: 
Deputy

External Market Survey Data

Insert Class Title

Riv Co Class Code: XXXXX

Jurisdiction	Title	Job Code	Min Salary	Max Salary	Spread
Los Angeles County	<u>Assistant Telecommunications Systems Engineer</u>	3526	\$83,311	\$100,726	20.90%
Orange County	<u>Telecommunications Engineer I</u>	1890GE	\$72,259	\$87,422	20.98%
San Bernardino County	<i>No Comparable Class</i>				
San Diego County	<i>No Comparable Class</i>				
Ventura County	<i>No Comparable Class</i>				
	County Mean:		\$77,785	\$94,074	20.94%
	County Median:		\$77,785	\$94,074	20.94%
Riverside County	<u>RCIT Voice Engineer I</u>	76302	\$60,150	\$70,910	17.89%
	Dollar difference from Mean:		-\$17,635	-\$23,164	
	Percentage difference from mean:		-22.67%	-24.62%	
	Dollar difference from median:		-\$17,635	-\$23,164	
	Percentage difference from median:		-22.67%	-24.62%	

Notes:

Run Date:

Date Prepared/Revised: 11/10/2022

By: DF

External Market Survey Data

RCIT Voice Engineer II

Riv Co Class Code: 76303

Jurisdiction	Title	Job Code	Min Salary	Max Salary	Spread
Los Angeles County	<u>Sr Asst Telecommunications Systems Engineer</u>	3527	\$83,311	\$106,343	27.65%
Orange County	<u>Telecommunications Engineer II</u>	1891	\$76,107	\$102,523	34.71%
San Bernardino County	<i>No Comparable Class</i>				
San Diego County*	<u>Information Technology Engineer</u>	2420	\$91,624	\$111,654	21.86%
Ventura County	<i>No Comparable Class</i>				
	County Mean:		\$83,681	\$106,840	27.68%
	County Median:		\$83,311	\$106,343	27.65%
Riverside County	<u>RCIT Voice Engineer II</u>	76303	\$84,718	\$99,874	17.89%
	Dollar difference from Mean:		\$1,038	-\$6,967	
	Percentage difference from mean:		1.24%	-6.52%	
	Dollar difference from median:		\$1,408	-\$6,469	
	Percentage difference from median:		1.69%	-6.08%	

Notes:

Run Date:

Date Prepared/Revised: 9/7/2022

By: DF

External Market Survey Data

RCIT Voice Engineer III

Riv Co Class Code: 76304

Jurisdiction	Title	Job Code	Min Salary	Max Salary	Spread
Los Angeles County	<u>Senior Telecommunications Systems Engineer</u>	3529	\$123,906	\$134,408	8.48%
Orange County	<u>Senior Telecommunications Engineer</u>	1893	\$94,744	\$127,587	34.67%
San Bernardino County*	<u>Enterprise Network Engineer</u>	1608	\$88,587	\$122,054	37.78%
San Diego County*	<u>Senior IT Engineer</u>	2421	\$108,805	\$138,549	27.34%
Ventura County	<i>No Comparable Class</i>				
	County Mean:		\$104,010	\$130,650	25.61%
	County Median:		\$101,774	\$130,997	28.71%
Riverside County	<u>RCIT Voice Engineer III</u>	76304	\$99,753	\$123,844	24.15%
	Dollar difference from Mean:		-\$4,257	-\$6,805	
	Percentage difference from mean:		-4.09%	-5.21%	
	Dollar difference from median:		-\$2,021	-\$7,153	
	Percentage difference from median:		-1.99%	-5.46%	

Notes:

Run Date:

Date Prepared/Revised: 9/7/2022

By: DF

External Market Survey Data

Insert Class Title

Riv Co Class Code: XXXXX

Jurisdiction	Title	Job Code	Min Salary	Max Salary	Spread
Los Angeles County	<u>Network Systems Administrator I</u>	2558	\$76,050	\$102,475	34.75%
Orange County	<u>Information Technology Network Engineer I</u>	7961GE	\$72,259	\$97,282	34.63%
San Bernardino County	<i>No Comparable Class</i>				
San Diego County	<i>No Comparable Class</i>				
Ventura County	<i>No Comparable Class</i>				
	County Mean:		\$74,154	\$99,878	34.69%
	County Median:		\$74,154	\$99,878	34.69%
Riverside County	<u>RCIT Data Network Engineer I</u>	76316	\$60,150	\$70,910	17.89%
	Dollar difference from Mean:		-\$14,004	-\$28,968	
	Percentage difference from mean:		-18.89%	-29.00%	
	Dollar difference from median:		-\$14,004	-\$28,968	
	Percentage difference from median:		-18.89%	-29.00%	

Notes:

Run Date:

Date Prepared/Revised: 11/9/2022

By: DF

External Market Survey Data

RCIT Data Network Engineer II

Riv Co Class Code: 76317

Jurisdiction	Title	Job Code	Min Salary	Max Salary	Spread
Los Angeles County	<u>Network Systems Administrator</u>	2559	\$80,283	\$108,191	34.76%
Orange County	<u>Information Technology Network Engineer II</u>	7962	\$80,683	\$108,410	34.36%
San Bernardino County	<i>No Comparable Class</i>				
San Diego County*	<u>Information Technology Engineer</u>	2420	\$91,624	\$111,654	21.86%
Ventura County	<i>No Comparable Class</i>				
	County Mean:		\$84,197	\$109,418	29.96%
	County Median:		\$80,683	\$108,410	34.36%
Riverside County	<u>RCIT Data Network Engineer II</u>	76317	\$84,719	\$99,874	17.89%
	Dollar difference from Mean:		\$522	-\$9,545	
	Percentage difference from mean:		0.62%	-8.72%	
	Dollar difference from median:		\$4,036	-\$8,536	
	Percentage difference from median:		5.00%	-7.87%	

Notes:

Run Date:

Date Prepared/Revised: 9/7/2022

By: DF

External Market Survey Data

RCIT Data Network Engineer III

Riv Co Class Code: 76320

Jurisdiction	Title	Job Code	Min Salary	Max Salary	Spread
Los Angeles County	<u>Principal Network Systems Administrator</u>	2561	\$105,819	\$142,602	34.76%
Orange County	<u>Senior IT Network Engineer</u>	7963	\$94,744	\$127,587	34.67%
San Bernardino County*	<u>Enterprise Network Engineer</u>	1608	\$88,587	\$122,054	37.78%
San Diego County*	<u>Senior IT Engineer</u>	2421	\$108,805	\$138,549	27.34%
Ventura County	<u>Principal Network Systems Analyst</u>	284	\$99,753	\$139,655	40.00%
	County Mean:		\$99,542	\$134,089	34.71%
	County Median:		\$99,753	\$138,549	38.89%
Riverside County	<u>RCIT Data Network Engineer III</u>	76320	\$99,753	\$123,844	24.15%
	Dollar difference from Mean:		\$211	-\$10,245	
	Percentage difference from mean:		0.21%	-7.64%	
	Dollar difference from median:		\$0	-\$14,705	
	Percentage difference from median:		0.00%	-10.61%	

Notes: **San Diego**: Their IT is outsourced except for the Sheriffs Dept., DA and Child Support. They handle their own IT functions and those departments use the IT Engineer series for these functions. **Ventura County**: Considered a single position class.

Run Date:

Date Prepared/Revised: 9/7/2022

By: DF

External Market Survey Data

Insert Class Title

Riv Co Class Code: XXXXX

Jurisdiction	Title	Job Code	Min Salary	Max Salary	Spread
Los Angeles County	<u>Network Systems Administrator I</u>	2558	\$76,050	\$102,475	34.75%
Orange County	<u>Information Technology Systems Engineer I</u>	7964GE	\$72,259	\$97,282	34.63%
San Bernardino County	<i>No Comparable Class</i>				
San Diego County	<i>No Comparable Class</i>				
Ventura County	<i>No Comparable Class</i>				
	County Mean:		\$74,154	\$99,878	34.69%
	County Median:		\$74,154	\$99,878	34.69%
Riverside County	<u>IT Systems Administrator I</u>	86161	\$57,001	\$77,575	36.09%
	Dollar difference from Mean:		-\$17,153	-\$22,304	
	Percentage difference from mean:		-23.13%	-22.33%	
	Dollar difference from median:		-\$17,153	-\$22,304	
	Percentage difference from median:		-23.13%	-22.33%	

Notes: **San Diego:** Information Technology Specialist (\$39,790 - \$85,301) is the entry level class in the Information Technology series.

Run Date:

Date Prepared/Revised: 11/9/2022

By: DF

External Market Survey Data

IT Systems Administrator III

Riv Co Class Code: 86165

Jurisdiction	Title	Job Code	Min Salary	Max Salary	Spread
Los Angeles County	<u>Network Systems Administrator</u>	2559	\$80,283	\$108,191	34.76%
Orange County	<u>Information Technology Systems Engineer</u>	7966	\$80,683	\$108,410	34.36%
San Bernardino County	<i>No comparable Class</i>				
San Diego County	<u>Information Technology Analyst</u>	2581	\$91,853	\$111,654	21.56%
Ventura County	<i>No comparable class</i>				
	County Mean:		\$84,273	\$109,418	29.84%
	County Median:		\$80,683	\$108,410	34.36%
Riverside County	<u>IT Systems Administrator II</u>	86164	\$80,283	\$109,260	36.09%
	Dollar difference from Mean:		-\$3,990	-\$158	
	Percentage difference from mean:		-4.73%	-0.14%	
	Dollar difference from median:		-\$400	\$850	
	Percentage difference from median:		-0.50%	0.78%	

Notes:

Run Date:

Date Prepared/Revised: 9/7/2022

By: DF

External Market Survey Data

IT Systems Administrator III

Riv Co Class Code: 86165

Jurisdiction	Title	Job Code	Min Salary	Max Salary	Spread
Los Angeles County	<u>Principal Network Systems Administrator</u>	2561	\$105,819	\$142,602	34.76%
Orange County	<u>Senior IT Systems Engineer</u>	7967	\$94,744	\$127,587	34.67%
San Bernardino County	<u>Enterprise Systems Engineer</u>	1609	\$88,587	\$122,054	37.78%
San Diego County	<u>Information Technology Principal</u>	2582	\$109,075	\$151,590	38.98%
Ventura County	<i>No comparable class</i>				
	County Mean:		\$99,556	\$135,958	36.56%
	County Median:		\$100,282	\$135,094	34.71%
Riverside County	<u>IT Systems Administrator III</u>	86165	\$99,550	\$135,482	36.09%
	Dollar difference from Mean:		-\$6	-\$477	
	Percentage difference from mean:		-0.01%	-0.35%	
	Dollar difference from median:		-\$732	\$387	
	Percentage difference from median:		-0.73%	0.29%	

Notes: **San Diego:** Their IT is outsourced except for the Sheriffs Dept., DA and Child Support. Any Systems Administration related duties are handled by the Information Technology series. IT Principal is considered the advanced professional class. **Ventura:** Per Ventura County HR/IT Department, the Office Systems Support Analyst II (\$83,647 - \$116,112) and the Principal Office Sys Support Analyst perform duties similar to the IT Sys Admin. They do not have one specific class to handle all sys admin duties.

Run Date:

Date Prepared/Revised: 9/7/2022

By: DF

RESOLUTION NO. 440-9315

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on December 6, 2022, that pursuant to Section 8(c) of Ordinance No. 440, the Director of Human Resources is authorized to amend the Class and Salary Listing of Ordinance No. 440, operative at the beginning of the pay period following the date of approval, as follows:

<u>Job Code</u>	<u>Class Title</u>	<u>From Salary Plan/Grade</u>	<u>To Salary Plan/Grade</u>
86161	IT Systems Administrator I	ESEU 275	ESEU 343
86164	IT Systems Administrator II	SEU 574	SEU 604
86237	IT Systems Administrator II - CN	MCO 547	MCO 656
86165	IT Systems Administrator III	SEU 672	SEU 678
76316	RCIT Data Network Engineer I	ESEU 305	ESEU 343
76317	RCIT Data Network Engineer II	SEU 602	SEU 604
76320	RCIT Data Network Engineer III	SEU 675	SEU 678
76302	RCIT Voice Engineer I	ESEU 305	ESEU 343
76303	RCIT Voice Engineer II	SEU 601	SEU 604
76304	RCIT Voice Engineer III	SEU 675	SEU 678

**AGREEMENT FOR
FISCAL YEAR 2021
OPERATION STONEGARDEN (OPSG)**

1. PARTIES TO THE AGREEMENT

This Agreement is between the COUNTY OF SAN DIEGO (COUNTY), the CITY OF CHULA VISTA, CITY OF EL CAJON, CITY OF ESCONDIDO, CITY OF LA MESA, CITY OF OCEANSIDE, CITY OF SEAL BEACH, CITY OF HUNTINGTON BEACH (collectively the CITIES), SAN DIEGO UNIFIED PORT DISTRICT (SDUPD), SYCUAN BAND OF THE KUMEYAAAY NATION (SBKN), UNIVERSITY OF CALIFORNIA SAN DIEGO (UCSD), COUNTY OF RIVERSIDE (RC), COUNTY OF ORANGE (OC), COUNTY OF LOS ANGELES (LAC), COUNTY OF SAN LUIS OBISPO (SLOC), COUNTY OF SANTA BARBARA (SBC), COUNTY OF VENTURA (VC), COUNTY OF MONTEREY (MC), COUNTY OF SAN MATEO (SMC), CALIFORNIA HIGHWAY PATROL (CHP), DEPARTMENT OF FISH AND WILDLIFE (DFW), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION (DPR), each a PARTY and collectively the PARTIES, for support of the Operation Stonegarden (OPSG) program.

1.1 Party Departments or Agencies Participating In The Agreement

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

2. RECITALS

2.1 WHEREAS, COUNTY through SHERIFF applied for, and was awarded grant funds from the U. S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (Cal OES), under the Fiscal Year (FY) 2021 Operation Stonegarden (OPSG) grant program. As an applicant for the San Diego Border Patrol Sector, SHERIFF shall be the lead agency to manage the OPSG program.

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

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

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

2.5 WHEREAS, COUNTY, by action of the Board of Supervisors Minute Order No. 24 on June 28, 2022, approved the appropriation and use of FY 2021 OPSG funds to reimburse PARTIES for program related overtime and fringe benefits; equipment purchases and maintenance costs; fuel; mileage; flight; and management and administration costs incurred not to exceed the amounts described in Exhibit A – FY 2021 OPSG Budget Worksheet in paragraph 2.9 (a), during the period of performance (POP) September 1, 2021 through May 31, 2024 but, the operational project period for PARTIES shall be the date of FEMA's approval, July 18, 2022 through February 29, 2024.

2.6 WHEREAS, PARTIES shall retain documentation supporting all expenditures reimbursed from OPSG grant funds, ensure all expenditures are allowable under grant requirements, adhere to the federal procurement standards found in Title 2 of the Code of Federal Regulations, Part 200, Subpart D, Section § 200.317-§ 200.327, and comply with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F - Audit Requirements regarding organization-wide financial and compliance audit reports if \$750,000 or more of OPSG federal funds are expended in a fiscal year.

2.6.1 Documentation shall be retained in accordance with the FEMA Preparedness Grants Manual and other OPSG grant requirements and shall be available for audit and inspection.

2.7 WHEREAS, PARTIES agree that this Agreement does not provide Federal authority to PARTIES to enforce immigration laws (Title 8 USC).

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

- (a) Federal Grantor Agency: U. S. Department of Homeland Security (DHS)
- (b) Administrative Authority: Federal Emergency Management Agency (FEMA)
- (c) Operational Oversight: U. S. Customs and Border Protection (CBP)
- (d) State Administrative Agency (SAA) or Pass-Through Agency: California Governor's Office of Emergency Services (Cal OES)
- (e) Program Title: Homeland Security Grant Program (HSGP) Operation Stonegarden (OPSG)
- (f) Grant Identification Number: 2021-0081
- (g) Federal CFDA Number: 97.067

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

- (a) Exhibit A – FY 2021 OPSG Budget Worksheet
- (b) Exhibit B – FY 2021 OPSG Standard Assurances
- (c) Exhibit C – FY 2021 OPSG – Byrd Anti-Lobbying Certification Form
- (d) Exhibit D – FY 2021 OPSG Operations Order
- (e) Exhibit E – Title 2 of the Code of Federal Regulations Part 200,
- (f) Exhibit F – Federal Contract Provisions
(language to be developed and incorporated within a contract)
- (g) Exhibit G - FY 2021 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)
- (h) Exhibit H - FY 2021 Homeland Security Grant Program (HSGP) California Supplement to the Federal Notice of Funding Opportunity (NOFO)
- (i) Exhibit I – FEMA Preparedness Grants Manual

Nothing in the Exhibits above shall limit the requirements of this Agreement.

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

3. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the OPSG grant program proposal awarded by the DHS and passed through to Cal OES, under the FY 2021 Operation Stonegarden grant program.

4. SCOPE OF SERVICES

4.1 Method of Service Delivery

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

4.2 Overview of Basic Services

PARTIES shall perform OPSG Operations ("Operations") by increasing law enforcement presence in each PARTY's designated jurisdiction and in coordination with other OPSG partner agencies to support the U. S. Customs and Border Protection (CBP) efforts to improve border security in the region. PARTIES shall enforce local and state laws within their designated jurisdiction subject to the California Values Act (SB 54; Chapter 495) and shall not enforce or aid in the enforcement of immigration laws on behalf of U. S. Customs and Border Protection (CBP) and U. S. Border Patrol (BP). This Agreement does not provide Federal authority to PARTIES to enforce immigration laws (Title 8 USC).

5. TERM OF AGREEMENT

The OPSG grant program period of performance (POP) is September 1, 2021 through May 31, 2024, but the operational project period for PARTIES shall be the date of FEMA's approval, July 18, 2022 through February 29, 2024.

5.1 Initial Term

The term of this Agreement shall be retroactive to 12:01 a.m. on July 18, 2022 and shall continue in effect through and terminate at midnight on May 31, 2024; subject to the termination provision in paragraph 5.3.

5.2 Option to Extend

Renewal or extension of the Agreement beyond May 31, 2024 shall be subject to remaining grant funds and to a time extension approved by Cal OES. PARTIES that choose not to renew shall terminate its participation at the end of the term of this Agreement.

5.3 Termination

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

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

5.3.2 As the lead agency, SHERIFF, with approval from FEMA, CBP, and/or Cal OES as needed, may require the termination of a PARTY's participation if it is determined that the PARTY has violated the provisions of this Agreement, including failure to provide the Anticipated Outcome set forth in section 6.3.

6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

6.1 Suspension and Debarment

SHERIFF will request, and PARTIES shall provide a copy of the SAM.gov report for their agency which shows their Active and Inactive Exclusions. Any PARTY with Active Exclusions at the onset of, or any time during, the term of this Agreement is not eligible to participate as set forth in Executive Orders 12549 and 12689, 2 CFR 200.214, and codified in 2 CFR Part 180, and shall terminate its participation in this Agreement as provided for in paragraph 5.3 Termination.

6.2 Byrd Anti-Lobbying Amendment

PARTIES that receive an award greater than \$100,000 shall certify to SHERIFF on the Byrd Anti-Lobbying Certification Form attached hereto as Exhibit C, that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each

PARTY shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from agency to agency up to the recipient who in turn will forward the certifications to the federal awarding agency.

6.3 Anticipated Outcome

The anticipated outcome of Operations to be performed by PARTIES under this Agreement is increased law enforcement presence in each PARTY's designated jurisdiction to support U. S. DHS and U. S. CBP efforts in the region to improve border security and reduce border related crime. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by PARTIES and in Exhibit D – FY 2021 OPSG Operations Order.

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

6.3.2 Increased intelligence/information sharing among PARTIES, including but not limited to:

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

6.3.3 Prior to Operations, PARTIES' Designated Operations Coordinator, in paragraph 6.4.3, shall submit an operational plan and schedule to the Integrated Planning Team (IPT) at least 72 hours prior to the operation.

6.3.3.1 The IPT is comprised of SHERIFF and CBP sworn personnel.

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

6.3.4 Within 48 hours following the conclusion of each Operation:

6.3.4.1 Each PARTY shall complete a Daily Activity Report (DAR) form in Excel format, which will be submitted as supporting documentation for any reimbursement request. Information entered in the Narrative section of the DAR form shall include statistical data and report from Field Interviews (FIs), Arrest Reports, and/or Citations.

6.3.4.2 PARTIES' Designated Operations Coordinator in paragraph 6.4.3, or designee, shall enter and submit the same DAR information directly into DHS's Homeland Security Information Network (HSIN).

6.3.4.3 PARTIES' Designated Operations Coordinator or designee shall ensure DAR information entered in HSIN is correct and shall make necessary corrections until it is processed for approval.

6.4 Personnel Qualifications and Assignment

6.4.1 Qualifications

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

6.4.2 Management, Direction, and Supervision; Independent Contractors

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

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

6.4.3 Designated Operations Coordinators

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

6.4.4 Staffing for Basic Services

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

6.4.5 Equipment and Supplies

COUNTY will provide SHERIFF OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform Operations. Similarly, all other PARTIES will provide their respective OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform Operations unless otherwise specified in Exhibit D- FY 2021 OPSG Operations Order.

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

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

7. COST OF SERVICES/CONSIDERATION

7.1 General

7.1.1 As full consideration for the satisfactory performance and completion by PARTIES of Operations set forth in this Agreement, COUNTY shall reimburse PARTIES for personnel assigned to perform Operations based on claims and submittals as set forth hereunder. Such payments by COUNTY are dependent on the continued availability of funds from the DHS passed through the Cal OES.

7.1.2 PARTIES agree that awarded funds identified as allowable costs, as set forth in Exhibit G – FY 2021 Homeland Security Grant Program Notice of Funding Opportunity (HSGP NOFO), shall be expended only for approved Operations operating expenses and equipment as detailed in Exhibit A – FY 2021 OPSG Budget Worksheet, and that unallowable costs are not reimbursable as set forth in Exhibit G – FY 2021 HSGP NOFO.

7.1.3 No reimbursement shall be made to a PARTY during any period within which that PARTY is in default on filing any informational or financial reports required by SHERIFF. SHERIFF shall make any necessary adjustments to PARTY claims to correct for overpayments, underpayments, or disallowances.

7.2 Project Costs/Rate of Compensation

SHERIFF shall reimburse PARTIES for overtime worked by personnel assigned to perform Operations and shall reimburse for costs approved in Exhibit D – FY 2021 OPSG Operations Order, based upon available funding and the actual costs incurred by PARTIES to provide Operations.

7.3 Reimbursement Method

PARTIES shall submit to SHERIFF, accurate and complete reimbursement forms, labor reports, timesheets, DARs, equipment and equipment maintenance invoices,

procurement documents, purchase orders and/or contracts, and proof of payment, that represent amounts to be reimbursed under this Agreement within ninety (90) days from the date when expenditure was incurred. All requests for reimbursement shall be sent to:

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

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

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

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

7.3.3 PARTIES shall submit to SHERIFF, verifiable and complete supporting documentation to substantiate reimbursement requests for service maintenance and/or equipment purchase, to include the equipment inventory ledger, certified copies of invoice, purchase order, proof of payment to vendor and other procurement documentation. Compliance with the disclosure requirements of this Agreement by any PARTY shall not otherwise waive Attorney-Client privilege or any other privilege or exemption.

7.3.3.1 PARTIES shall provide procurement records that show proof of compliance to 2 CFR 200.317-200.327 requirements, and documents that substantiate full and open competition, to include but not limited to copies of solicitation (RFQ, RFB, RFP), rationale for the method of procurement, contract policy, basis for the contract type and price, purchase request, statement of work and other pre-solicitation documents, cost/price analysis (if applicable), profit negotiation (if applicable), purchase orders, federal contract provisions with required language incorporated within contracts under federal award (as directed herein by Exhibit F – Federal Contract Provisions), notice of award, record of protest, performance or other bond documents, specialized endorsements, suspension and debarment listing, etc.

7.3.3.2 PARTIES shall make available to SHERIFF for inspection and upon request, all procurement records that provide historical and background

information to answer inquiries pertaining to the acquisition of service maintenance and/or equipment that may arise in a review or audit or until the grant record retention period expires.

7.3.4 PARTIES shall ensure awareness, understanding, and compliance to all grant rules and procurement requirements. PARTIES shall be responsible in making sure that proper authorizations are in place for any OPSG equipment purchase that requires specialized endorsement or approvals, including waiver request forms or Environmental and Historic Preservation (EHP) review and compliance.

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

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

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

7.3.6.1 Performance bond shall be included for reimbursement with invoice.

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

7.3.8 Each PARTY shall manage their allocation and track their claims to remain within their allocated amount as specified in Exhibit A – FY 2021 OPSG Budget Worksheet.

7.4 Reimbursement Disallowances

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

8. PROGRAM/FINANCIAL ADMINISTRATION

8.1 PARTIES shall use as the primary reference in all programmatic, financial, and grant administration matters and adhere to the policies and regulations in Exhibit E - Title 2 of the

Code of Federal Regulations Part 200 (2 CFR Part 200), Exhibit G – FY 2021 HSGP NOFO, Exhibit H – FY 2021 HSGP CA Supplement to the NOFO, and Exhibit I – FEMA Preparedness Grants Manual, in conjunction with updates issued by the Office of Management and Budget (OMB), Grants & Training (G&T) information bulletins, and Cal OES policy, regulations, and statutes.

8.1.1 Contract Provisions

PARTIES shall ensure that *all* contracts adhere to all applicable procurement rules and regulations stated in 2 CFR 200.317–200.327 and described in Appendix II Part 200 - Contract Provisions for Non-Federal Entity Contracts under Federal Awards. Reimbursement claims associated with contracts found to be out of compliance will be denied.

8.1.2 Methods of Procurement

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

9. REPAYMENT OF REIMBURSEMENTS

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

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

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

10.2 Each non-County PARTY shall fully indemnify and hold harmless the COUNTY, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective non-County PARTY or any contract

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

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

11. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE

11.1 Claims Arising from Sole Acts or Omissions of a PARTY

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

11.2 Claims Arising from Concurrent Acts or Omissions

The PARTIES hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 11.4 below.

11.3 Joint Defense

Notwithstanding paragraph 11.2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 11.4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

11.4 Reimbursement and/or Reallocation

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

12. GENERAL PROVISIONS

12.1 Notices

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

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

To Non-County PARTIES:
Chief
Chula Vista Police Department
315 Fourth Avenue
Chula Vista, CA 91910

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

Chief
Oceanside Police Department
3855 Mission Avenue
Oceanside, CA 92054

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

Chief
Seal Beach Police Department
911 Seal Beach Boulevard
Seal Beach, CA 90740

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

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

Chief
San Diego Harbor Police Department
3380 North Harbor Drive
San Diego, CA 92101

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

Chief
Huntington Beach Police Department
2000 Main Street
Huntington Beach, CA 92648

Sheriff
Riverside County Sheriff's Department
4095 Lemon Street
Riverside, CA 92501

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

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

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

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

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

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

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

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

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

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

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

12.2 Amendment; Assignment

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

assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other PARTIES.

12.3 Entire Agreement

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

12.4 Construction

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

12.5 Waiver

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

12.6 Authority to Enter Agreement

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

12.7 Cooperation

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

12.8 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. SHERIFF will provide each PARTY with a copy of this Agreement once fully executed.

12.9 Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed upon by the PARTIES, to conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of

this Agreement to any PARTY is lost, then the Agreement may be terminated at the option of the affected PARTY, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

12.10 Legislative Changes

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

12.11 Representation

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

12.12 Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, representatives described in paragraph 12.11, will meet, and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

12.13 Termination of Funding

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

12.14 Obligation

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

12.15 California Law

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

IN WITNESS WHEREOF, the PARTIES hereto approve and agree to the terms of this Agreement, such Agreement being effective July 18, 2022, unless otherwise specified.

**SAN DIEGO COUNTY
SHERIFF'S DEPARTMENT**

Anthony C. Ray
Sheriff

**CHULA VISTA POLICE
DEPARTMENT**

Roxana Kennedy
Chief

**EL CAJON POLICE
DEPARTMENT**

Mike Moulton
Chief

**ESCONDIDO POLICE
DEPARTMENT**

David Cramer
Interim Chief

**OCEANSIDE POLICE
DEPARTMENT**

Fred Armijo
Chief

Approved as to form and legality:
CLAUDIA G. SILVA
OFFICE OF COUNTY COUNSEL
COUNTY OF SAN DIEGO

Mark Day
Senior Deputy

CITY OF EL CAJON

Graham Mitchell
City Manager

Approved as to form:
CITY OF EL CAJON

Morgan L. Foley
City Attorney

**LA MESA POLICE
DEPARTMENT**

Ray Sweeney
Chief

**SAN DIEGO HARBOR POLICE
DEPARTMENT**

Magda Fernandez
Chief

FORM APPROVED COUNTY COUNSEL
BY: AMRIT P DHILLON
DATE: 11/28/2022


**UNIVERSITY OF CALIFORNIA
SAN DIEGO POLICE DEPARTMENT**

Lamine Secka
Chief

**SEAL BEACH POLICE
DEPARTMENT**

Philip L. Gonshak
Chief

**RIVERSIDE COUNTY
SHERIFF'S DEPARTMENT**



Chad Bianco
Sheriff

**ORANGE COUNTY
SHERIFF'S DEPARTMENT**

Don Barnes
Sheriff-Coroner

**LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT**

Alex Villanueva
Sheriff

**SYCUAN TRIBAL POLICE
DEPARTMENT**

William Denke
Chief

**HUNTINGTON BEACH POLICE
DEPARTMENT**

Eric Parra
Chief

**VENTURA COUNTY
SHERIFF'S OFFICE**

William Ayub
Sheriff

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

Nicole A. Sims
Supervising Deputy

Approved as to form:
DAWYN R. HARRISON
OFFICE OF THE COUNTY COUNSEL
COUNTY OF LOS ANGELES

Michele Jackson
Principal Deputy County Counsel

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

Ian Parkinson
Sheriff

**SANTA BARBARA COUNTY
SHERIFF'S OFFICE**

Bill Brown
Sheriff-Coroner

**CALIFORNIA HIGHWAY PATROL
BORDER DIVISION**

Scott Parker
Chief

**CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION**

Gina Moran
District Superintendent

**MONTEREY COUNTY
SHERIFF'S OFFICE**

Steve Bernal
Sheriff-Coroner

**SAN MATEO COUNTY
SHERIFF'S OFFICE**

Carlos G. Bolanos
Sheriff

**CALIFORNIA DEPARTMENT
OF FISH AND WILDLIFE**

Melinda Peacock
Section Chief
Contracts and Procurement Section
Business Management Branch

**FY 2021 OPERATION STONEGARDEN
ANNUAL BUDGET WORKSHEET
SUMMARY**

AGENCY NAME	Budget Narrative Category									TOTAL
	A	B	C	D	E	F	G	H	I	
	Operational OT	Fringe Benefits	Vehicle/Vessel Maint	Equip Maint	New/Replace Equip	Fuel Costs	Mileage	Flight Costs	M&A	
San Diego County Sheriff's Department	2,773,513	181,790	-	95,888	716,100	-	408,949	58,653	406,107	4,641,000
Chula Vista Police Department	177,427	2,573	-	-	-	-	-	-	-	180,000
El Cajon Police Department	47,966	2,034	-	-	59,100	-	-	-	-	109,100
Escondido Police Department	10,000	-	-	-	-	-	-	-	-	10,000
La Mesa Police Department	147,000	8,673	-	-	119,000	-	4,327	-	-	279,000
Oceanside Police Department	174,820	2,535	15,170	-	2,659	24,816	-	-	-	220,000
San Diego Harbor Police Department	71,480	9,292	17,000	-	-	51,840	388	-	-	150,000
Sycuan Tribal Police Department	18,718	1,282	-	-	79,500	-	-	-	-	99,500
University of California San Diego Police Department	8,400	218	-	-	-	-	1,382	-	-	10,000
Riverside County Sheriff's Department	151,950	10,319	-	-	44,300	-	12,731	-	-	219,300
Seal Beach Police Department	29,571	429	-	-	73,800	-	-	-	-	103,800
Huntington Beach Police Department	138,492	2,008	-	40,000	-	-	-	-	9,500	190,000
LA County Sheriff's Department	500,000	-	-	-	-	-	-	-	-	500,000
Orange County Sheriff's Department	230,743	23,028	22,852	-	14,700	20,160	3,217	-	-	314,700
San Luis Obispo County Sheriff's Office	120,490	19,905	7,338	1,440	41,000	5,083	9,744	6,000	-	211,000
Santa Barbara County Sheriff's Office	164,225	-	9,920	-	12,600	9,180	10,443	56,232	-	262,600
Ventura County Sheriff's Office	400,000	-	-	-	383,000	-	-	-	-	783,000
Monterey County Sheriff's Office	140,460	2,037	-	-	-	-	7,503	-	-	150,000
San Mateo County Sheriff's Office	85,000	-	-	-	-	-	-	-	-	85,000
CA Highway Patrol	387,864	5,624	-	-	-	-	45,072	61,440	-	500,000
CA Department of Fish and Wildlife	19,714	286	-	-	-	-	-	-	-	20,000
CA Department of Parks and Recreation	117,916	1,710	14,436	-	62,000	4,320	4,179	-	7,439	212,000
Grand Total San Diego County Region	\$ 5,915,749	\$ 273,743	\$ 86,716	\$ 137,328	\$ 1,607,759	\$ 115,399	\$ 507,935	\$ 182,325	\$ 423,046	\$ 9,250,000

Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)
FY 2021 Standard Assurances
 (All OPSG Participating Agencies)

Name of Agency: Riverside County Sheriff's Department

Address: 4095 Lemon Street

City: Riverside State: CA Zip Code: 92501

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

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

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

Federal Regulations

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

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

1. Proof of Authority

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

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required;
- (b) That any liability arising out of the performance of this agreement shall be the responsibility of the Agency and the city council, governing board or authorized body;
- (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body;
- (d) That the Agency is authorized by the city council, governing body, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any, or to retroactively repay any reimbursement found

- out of compliance, which was paid to Agency, for as long as the grant is active) to ensure proper planning, management and completion of the project described in this application; and
- (e) That the official executing this agreement is, in fact, authorized to do so.

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

2. Period of Performance

The Agency is only authorized to perform allowable activities approved under the award, within the period of performance specified in the grant. Allowable activities may be initiated after approval of the award.

3. Lobbying and Political Activities

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

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

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

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

4. Suspension and Debarment

As required by Executive Orders (EO) 12549 and 12689, and 2 C.F.R §200.214 and codified in 2 C.F.R Part 180, Debarment and Suspension, the Agency will provide protection against waste, fraud and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The Agency certifies that it and its principals, contractors, or subcontractors:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

5. Non-Discrimination and Equal Employment Opportunity

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

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. § 12101-12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd --- 2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units --- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) --- be designed and constructed with certain accessible features (See 24 C.F.R § 100.201);
- (h) Executive Order (E.O.) 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
- (i) Executive Order (E.O.) 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) The Agency will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code § 12940, 12945, 12945.2), as applicable. 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, 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;

- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) which may apply to the application.

6. Drug-Free Workplace

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

7. Environmental Standards

The Agency will comply with State and Federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401), which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Orders (EO) 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order (EO) 11988
- (g) Executive Order (EO) 11514 which sets forth national environmental standards;
- (h) Executive Order (EO) 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order (EO) 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

8. Audits

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

9. Cooperation and Access to Records

The agency must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R § 200.337, the Agency will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Agency will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

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

11. Financial Management

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

12. Reporting - Accountability

The Agency agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$30,000 or more in federal funds and (b) executive compensation data for first tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

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

14. Human Trafficking

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

15. Labor Standards

The Agency will comply with the following federal labor standards:

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

16. Worker's Compensation

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

17. Property-Related

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

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

18. Certifications Applicable Only to Federally Funded Construction Projects

For all construction projects, the Agency will:

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

19. Use of Cellular Device While Driving is Prohibited

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

20. California Public Records Act and Freedom of Information Act

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

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

21. Acknowledgement of Federal Funding from DHS

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

22. Activities Conducted Abroad

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

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

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

24. Copyright

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

25. Duplication of Benefits

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

26. Energy Policy and Conservation Act

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

27. Federal Debt Status

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

28. Fly America Act of 1974

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

29. Hotel and Motel Fire Safety Act of 1990

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

30. Non-supplanting Requirement

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

31. Patents and Intellectual Property Rights

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

32. SAFECOM

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

33. Terrorist Financing

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

34. Reporting of Matters Related to Subrecipient Integrity and Performance

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

35. USA Patriot Act of 2001

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

36. Use of DHS Seal, Logo, and Flags

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

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, agencies must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

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38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All Agencies are bound by the Department of Homeland Security Standard Terms and Conditions 2021, Version 11.4, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Name of Agency: Riverside County Sheriff's Department

Signature of Authorized Agent: 

Printed Name of Authorized Agent: Adriaan Roggeveen

Title: Captain Date: 10/18/2022

Email Address: aroggeve@riversidesheriff.org

**2021 OPERATION STONEGARDEN (OPSG) OPERATIONS
ORDER AND BUDGET**

**OMB No: 1660-01258
Expires: 08/31/2024**

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Op Order Name:	SDC OPERATION STONEGARDEN (OPSG) FY2021	
Op Order Number:	OPSG OO CA San Diego FY21 21-SDCSDC-12-001 V0	
Op Dates:	From: 9/1/2021	To: 8/31/2024
Report Date:	11/16/2021	

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(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

Law enforcement partnerships between federal, state, and local entities are critical to improving operational control of the border. Grant funding in the amount of \$9,250,000 via Operation Stonegarden (OPSG) will be utilized by a total of 23 partner law enforcement agencies from local units of government within the San Diego Sector Area of Responsibility (AOR), including the Sycuan Tribal Police Department, Sheriff’s Departments from San Diego, Orange, Los Angeles, Ventura, Santa Barbara,

San Luis Obispo, Monterey, and San Mateo Counties, as well as California State Agencies to target border-related crime in the U.S./Mexico Border area and the California coastline. The San Diego County Sheriff's Department will be the OPSG Grant Administrator. The point-of contact (POC) will be Lieutenant Kevin Ralph. The San Diego Sector Chief Patrol Agent will have operational oversight. The POC will be Special Operations Supervisor Anna M. Sofchek.

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

Utilizing an all-threats approach in collaboration with U.S. Customs and Border Protection/Border Patrol, state and local law enforcement agencies will exercise their unique jurisdictional capabilities in order to collaboratively address border security issues. Historically, San Diego County has been a highly favored operational area for crime and drug smuggling organizations. The close proximity of Tijuana, Mexico to San Diego, California, population density, significant coastline, and extensive transportation networks leading to the interior immediately north of the border make San Diego a consistently lucrative target. Now, as the maritime smuggling threat increases, these organizations are looking for smuggling opportunities beyond San Diego County as demonstrated by Pangas being discovered more than 400 miles north in San Mateo County. Border-related crime represents an all-threat environment in that the primary criminal activity (drug/human smuggling) often results in cross-border criminal organizations and individuals undertaking secondary and frequently, tertiary criminal activities that involve a wider range of crimes (kidnappings, assaults, murders, money laundering, cross-border weapons trafficking, etc.). These criminal activities, when undertaken in the U.S., constitute a threat to domestic security, subsequently triggering involvement by state and local law enforcement.

A. General Situation:

San Diego County (SDC) includes approximately 60 miles of international land border and the responsibility of the San Diego Sector includes the 840 miles of coastal border of the State of California, including beaches and bays. SDC has an effective level of security that is commensurate with known and identified risks associated with criminal organizations. The incidents of border violence associated with competing drug cartels in the Tijuana/Tecate areas has continued and still have great potential to spread into the United States. Frequent assaults against Border Patrol Agents are a common diversionary tactic utilized by smuggling organizations to further their criminal activity. During a particularly volatile situation on July 23, 2009, Border Patrol Agent Robert Rosas was murdered in close proximity to the border fence while responding to alien traffic

in the Campo Station AOR. As security of the border is established and/or expanded within key target zones, criminal organizations resort to increasingly elaborate smuggling methods such as sophisticated cross-border tunnels, watercraft in the maritime environment, and ultra-light aircraft. U.S. Border Patrol San Diego Sector Operation Division addresses specific threats posed by such organizations and aggressively integrates OPSG assets to reduce violent crime along the border, increase border security, and improve the quality of life within affected communities throughout the San Diego Sector operational AOR.

As the maritime threat continues to increase in San Diego Sector's AOR, it has been necessary to provide additional funding and support along the coast to address emerging maritime Panga smuggling events approximately 489 miles north in Monterey, Santa Cruz and San Mateo counties.

Since its inception, the intent of OPSG has been to enhance law enforcement preparedness and operational readiness along the nation's borders. The Department of Homeland Security Appropriations Act 2010 (PL 111-83), via the Homeland Security Grant Program, allocated \$90 million in FY 2021 OPSG grant funds for use by local units of government to increase coordination and enforcement capabilities in support of Department of Homeland Security (DHS) goals including those outlined in the Border Patrol National Strategy. For this grant year, the San Diego Sector has been awarded \$9,250,000 in FY 2021 OPSG Homeland Security Grant funds.

B. Terrain/Weather:

Terrain features within the San Diego Sector include beaches, estuaries, coastal plains, steep canyons and ravines, high desert, and mountains over six thousand feet in elevation. There are numerous environmentally sensitive and protected areas. Dense, low lying brush and scrub trees cover much of the rural terrain throughout.

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

Orange County through San Mateo County represents a rugged coastline along with varying weather. Los Angeles County includes the Islands of Catalina and San Clemente. Ventura and Santa Barbara Counties include the Channel Islands. These islands are remote and desolate and represent an area of great concern for the San Diego Sector.

California State Parks and the California Highway Patrol are working together in remote areas from Ventura to San Mateo with the Sheriff's Offices in each of

those counties as the Maritime threat continues to move north along the California Coast.

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

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

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

C. Criminal Element:

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

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

D. Friendly Forces:

San Diego County Sheriff's Department
San Diego Harbor Police
Chula Vista Police Department

Coronado Police Department
Escondido Police Department
La Mesa Police Department
El Cajon Police Department
Oceanside Police Department
Sycuan Tribal Police Department
Riverside County Sheriff's Department
Huntington Beach Police Department
Seal Beach Police Department
Orange County Sheriff's Department
Los Angeles County Sheriff's Department
Monterey County Sheriff's Office
Santa Barbara County Sheriff's Office
Ventura County Sheriff's Office
San Luis Obispo County Sheriff's Office
San Mateo County Sheriff's Office
California Highway Patrol
California Department of Fish and Wildlife California
Department of Parks and Recreation
University of California San Diego Police Department

II. MISSION

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

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

III. EXECUTION

A. Management/Supervisor Intent:

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

B. General Concept:

OPSG operational activities will emphasize those measures that increase border security in direct collaboration with CBP/Border Patrol. Participating agencies will

utilize their unique areas of expertise and jurisdictional authority to patrol targeted areas within the county and participate in special operations targeting border nexus crime. Border security threat and operational hours/activities will be determined jointly between the San Diego Sector unified command staff and the OPSG Integrated Planning Team (IPT). Maritime-specific operations will be coordinated jointly with the San Diego Regional Coordinating Mechanism (ReCoM), Los Angeles/Long Beach ReCoM, CenCal MAC, and the San Francisco ReCoM. This operational concept does not result in a change or extension of Federal authority to state or local law enforcement agencies to enforce Federal immigration laws (Title 8 USC). It is anticipated however, that increased enforcement activities under OPSG will reduce the threat of border incursions and also significantly impact the ability of criminal organizations to operate from the U.S. Mexico border in San Diego north along the coast to San Mateo County. Participating agencies will utilize OPSG funding for overtime, fuel, mileage, vehicle/vessel maintenance, air support, and equipment in order to support enforcement operations as identified in the quarterly OPSG Operational Plan(s). If Federal immigration violations are encountered, state and local agencies will follow current local and state laws, policies and practices. This plan is subject to approval by the Chief Patrol Agent-San Diego Sector and the Office of Border Patrol prior to release of OPSG funds.

C. Specific Responsibilities:

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

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

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

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

San Diego County Sheriff's Department, San Diego BP Sector and Station Special Operations Groups and Intelligence Units in conjunction with OPSG Partners and

Task Forces will conduct intelligence-based operations within the San Diego Sector during the time period outlined during the Border Patrol weekly Unified Command meetings, along with the RECOM and OPSG IPT.

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

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

Sheriff William Gore

OPSG Rep: Lieutenant Kevin Ralph (619) 337-2040

- Patrols (days and times of shift to be determined during monthly RECOM meetings) in the vicinity of Seacoast Drive, Border Field State Park and adjacent beach areas. Deputies will coordinate efforts and provide coastal observation for maritime enforcement assets patrolling the immediate coastline
- Perform coordinated cyclical intelligence based criminal interdiction operations once per month in the Imperial Beach and South San Diego areas
- Patrols in the vicinity of Otay Lakes Road from Wueste Road to Highway 94 and/or Alta Road to Otay Mesa Road
- Multiple special operations as necessary including: traffic enforcement in the vicinity of Donovan State Prison and George Bailey Detention Facility, off-road vehicle enforcement on Otay Mesa, joint bandit interdiction operations on Otay Mountain, and joint narcotic interdiction in Otay Valley
- Border egress patrols in the vicinity of Highway 94 from Barrett Lake Road to Forest Gate Road and adjacent communities. Special emphasis on State Route 188 and Tecate is enforced
- Border egress patrols in the vicinity of Hwy 94 from Campo to Jacumba and intersecting routes north to Interstate 8, to include Pine Valley and Border Patrol I-8/Old Hwy 80 westbound checkpoints
- Maritime interdiction/coastal observation and patrols at or near beach communities from San Clemente north (days and times of shift to be determined during monthly RECOM meetings)

Sector-wide-Special Operations

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

2. San Diego Harbor Police Department (SDHPD)

OPSG Rep: Lieutenant Victor Banuelos (619) 686-6376

- Conduct weekly vessel patrols around the coastal waters and/or tidelands in the Southern California coastline

- Conduct boat ramp/marina patrol in the San Diego Sector AOR.
- Conduct intelligence based criminal interdiction operations on coastline roadways and routes of egress from the border

3. Chula Vista Police Department (CVPD)

OPSG Rep: Sergeant Manuel Salazar (619) 691-5103

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

4. Coronado Police Department (CorPD)

OPSG Rep: Lieutenant Mark Harris (619) 522-7352

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

5. Escondido Police Department (EPD)

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

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

6. La Mesa Police Department (LMPD)

OPSG Rep: Sergeant Daniel Herrin (619) 667-1400

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

7. El Cajon Police Department (ECPD)

OPSG Rep: Lieutenant Keith MacArthur (619) 579-3366

- Conduct high visibility intelligence-based criminal interdiction operations targeting transnational criminal organization activity within the city limits of El Cajon, the I-8 egress and surrounding feeder roads and areas, to include known smuggling corridors.
- Conduct monthly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR.

8. Oceanside Police Department (OPD)

OPSG Rep: Lieutenant Dan Sullivan (760) 435-4694

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

9. Sycuan Tribal Police Department (STPD)

OPSG Rep: Lieutenant Tom Biondo (619) 672-7409

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

10. Riverside County Sheriff's Department (RCSD)

OPSG Rep: Captain Adrian Roggeveen (760) 578-1621

- Conduct intelligence-based operations targeting transnational criminal organizational activities along I-15 near lower Highway 74 bordering San Diego County, I-10 and Highway 86, which are critical points of intersection for both Arizona border and southern border of Imperial county.
- Conduct high-visibility patrols design to saturate the freeway system and routes of ingress and egress from border counties, using law enforcement presence to deter smuggling activities.

11. Huntington Beach Police Department (HBPD)

OPSG Rep: Lieutenant Christopher Nesmith (714) 536-5918

- Coordinate intelligence-based operations within the Huntington Beach AOR and adjacent coastal areas of Newport Beach.
- Conduct high-visibility interdiction operations along I-405 to help deter transnational criminal organizational activities.
- Conduct harbor and coastal patrol, as well as aerial support, in response to maritime enforcement related to smuggling activities.

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

OPSG Rep: Commander Jack Ewell (323) 881-7823

- Conduct air, land and sea patrols in the vicinity of San Clemente Island, Catalina Island and adjacent coastal areas within Los Angeles County
- Conduct operations and patrols as determined by the Los Angeles/Long Beach RECOM, using intelligence and analysis provided by the MAC Intelligence Community (MAC IC)
- Coordinate efforts through the Los Angeles/Long Beach RECOM and the Maritime Coordination Center (MCC) and provide coastal observation per MAC IC collection requirements for maritime enforcement assets patrolling the immediate coastline
- Perform coordinated cyclical intelligence based criminal interdiction operations

13. Orange County Sheriff's Department (OCSD)

OPSG Rep: Sergeant Jeff Tucker (949) 723-1004

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

14. Ventura County Sheriff's Office (VCSO)

OPSG Rep: Sergeant Peter Frank (805) 383-8712

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

15. Monterey County Sheriff's Office (MCSO)

OPSG Rep: Sergeant Andrew Kobayashi (831) 759-7237

- Conduct coastal interdiction patrols with special emphasis on support of maritime enforcement related to smuggling activities
- Conduct weekly patrol operations with a focus on transnational criminal activity within the San Diego Sector AOR

- Conduct intelligence based criminal interdiction operations on coastline highways to include State Highway 1 that parallels the Pacific Ocean

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

OPSG Rep: Sergeant Chad Nicholson (805) 781-4507

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

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

OPSG Rep: Lieutenant Michael Leishman (650) 784-8718

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

18. Santa Barbara County Sheriff's Office (SBSO)

OPSG Rep: Lieutenant Jason Grossini (805) 681-4353

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

19. California Highway Patrol (CHP)

OPSG Rep: Sergeant Robert Catano (619) 213-8218

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

20. California Department of Fish and Wildlife (CAD F&W)

OPSG Rep: Lieutenant Scott Bringman (858) 846-2520

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

21. California Department of Parks and Recreation (CAD P&R)

OPSG Rep: Chief Ranger Nicole VanDoren (619) 985-7169

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

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

OPSG Rep: Sergeant Patrick Dobbins (858) 534-3644

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

23. Seal Beach Police Department (SBPD)

OPSG Rep: Lieutenant Julia Clasby (562) 799-4100

- Conduct intelligence-based law enforcement patrols and special operations along the coastline, coastal access points, and flood control access points in the jurisdiction of Seal Beach, in an effort to reduce smuggling and marine interdiction related crimes

D. Coordinating Instructions:

The San Diego Sector Chief Patrol Agent will have operational oversight and in coordination/collaboration with OPSG stakeholders, will determine which areas will be the focus of operations. The Sector and local participating agencies will be executing a yearly OPSG operational plan for submission to OBP. San Diego

Sector stations will be responsible for OPSG-related enforcement activities and intelligence sharing within their respective AORs. An Incident Command System (ICS) may be utilized to facilitate Sector-wide coordination and monitoring of OPSG activities as warranted during special operations. Sector stations and local/state representatives will ensure daily OPSG activities within their respective AOR are monitored and reported accordingly. Stations will be responsible for reporting OPSG-related intelligence to the Sector Intelligence Unit (SIU) as appropriate. For maritime operations, the RECOM will be responsible for the aforementioned requirements.

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

Activity Reporting-

Sub-recipients and Friendly Forces receiving funding through a sub-recipient will need to complete a Daily Activity Report (DAR) form and submit the DAR information directly into DHS's Homeland Security Information network (HSIN) within 48-hours of the conclusion of each OPSG shift. USBP Sector is responsible to ensure that DAR information is accurate and is submitted in a timely manner. Bi-weekly Activity Reports will be completed by the Sector OPSG Group and submitted via email to OBP.

Information Sharing-

Information from source documents (e.g. arrest reports, citations, field interviews, etc.) will be entered into HSIN. Items of interest will be developed by Intelligence Units and forwarded to appropriate agency/task force for action.

Intelligence Products-

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

Performance Metrics-

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

- Statistically tracked events such as traffic stops, citations, arrests, and contraband seizures in OPSG target areas.
- SIU evaluation of OPSG effect on targeted criminal organizations and their activities.
- Third party indicators ascertained via crime statistical analysis and community impact data developed by Fusion Centers within the San Diego Sector.

Regional Scheduling-

Each partner agency will send their weekly/bi-weekly/monthly OPSG schedule

(whichever applies), utilizing the appropriate format, to SDCOPSG2008@cbp.dhs.gov.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

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

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

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

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

Fringe Benefits for friendly forces:

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

- Coronado Police Department
- Escondido Police Department
- Los Angeles County Sheriff's Department
- Santa Barbara County Sheriff's Office
- Ventura County Sheriff's Office
- San Mateo County Sheriff's Office

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	SDDSD	\$2,763,874	\$5,915,749
	CVPD	\$177,427	
	CPD	\$9,639	
	ECPD	\$47,966	
	EPD	\$10,000	
	LMPD	\$147,000	
	OPD	\$174,820	
	SDHPD	\$71,480	
	STPD	\$18,718	
	UCSDPD	\$8,400	
	RCSD	\$151,950	
	SBPD	\$29,571	
	HBPD	\$138,492	
	LASO	\$500,000	
	OCSO	\$230,743	
	SLOSO	\$120,490	
	SBSO	\$164,225	
	VCSO	\$400,000	
	MCSO	\$140,460	
	SMSO	\$85,000	
CHP	\$387,864		
CADF&W	\$19,714		
CADP&R	\$117,916		

Fringe Benefits for Law Enforcement	SDDSD	\$181,790	\$273,743
	CVPD	\$2,573	
	ECPD	\$2,034	
	LMPD	\$8,673	
	OPD	\$2,535	
	SDHPD	\$9,292	
	STPD	\$1,282	
	UCSDPD	\$218	
	RCSO	\$10,319	
	SBPD	\$429	
	HBPD	\$2,008	
	OCSO	\$23,028	
	SLOSO	\$19,905	
	MCSO	\$2,037	
	CHP	\$5,624	
	CADF&W	\$286	
CADP&R	\$1,710		
Overtime and Fringe Total		\$6,189,492	

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.	SDSD: Items 1-9	\$506,100	\$1,138,159
	LMPD: Items 10-11	\$45,000	
	STPD: Item 12	\$15,000	
	RVSD: Items 13-14	\$44,300	
	SBPD: Items 15	\$73,800	
	OCSD: Item 16	\$14,700	
	SLOSO: Item 17	\$41,000	
	SBSO: Item 18	\$12,600	
	VCSD: Item 19	\$383,000	
OPD: Item 20	\$2,659		
Special Equipment * Needs Justification Letter		N/A	
Vehicles, Watercraft, other type of vehicles * Needs Justification Letter	SDSD: Items 1-2	\$270,000	\$529,600
	ECPD: Items 3	\$59,100	
	LMPD: Items 4	\$74,000	
	STPD: Items 5	\$64,500	
	CADP&R: Items 6	\$62,000	
Regional Capability Building Equipment * Needs Justification Letter		N/A	
Equipment Total			\$1,667,759

Vehicle/Vessel	Fuel Cost	OPD	\$24,816	\$115,399	
		SDHPD	\$51,840		
		OCSD	\$20,160		
		SLOSO	\$5,083		
		SBSO	\$9,180		
		CADP&R	\$4,320		
	Maintenance Cost	SDSD	\$154,541	\$406,369	
		OPD	\$15,170		
		SDHPD	\$17,000		
		HMPD	\$40,000		
		OCSD	\$22,852		
		SLOSO	\$14,778		
		SBSO	\$66,152		
		CHP	\$61,440		
		CADP&R	\$14,436		
		SDSD	\$348,588		\$447,935
		CPD	\$361		
	LMPD	\$4,327			
	SDHPD	\$388			
	UCSDPD	\$1,382			
	RCSO	\$12,731			
	OCSD	\$3,217			
	SLOSO	\$9,744			
	SBSO	\$10,443			
	MCSO	\$7,503			
	CHP	\$45,072			
	CADP&R	\$4,179			
Travel, Lodging, and Per diem	For Deployed LE and/or Federally Sponsored (DHS/FEMA) border security task force meetings (IPTs)	N/A		0	
State M&A		State can take up to 2.5% of total allocation	0	0	
County M&A	Subtract state M&A from allocation and total county M&A cannot exceed 5%	SDSD	423,046	423,046	
Total M&A				\$423,046	
Indirect Costs	If using Indirect Costs a letter must be attached explaining FEMA's agreed percentage	Sub-recipient's Indirect cost total	0	0	
Unallocated Funds		Individual total of unallocated funds for each Sub-recipient and Friendly Force	0	0	
Total Funding Cost				\$9,250,000	

Agency Name	Overtime			Fringe	
	Estimated Hours (per Officer)	Estimated Overtime Rate	Estimated Overtime Total	Estimated Fringe Rate	Estimated Fringe total
SDSD	29719	\$93.00	\$2,763,874	6.54%	\$181,790
CVPD	1949	\$91.00	\$177,427	1.45%	\$2,573
CPD	101	\$95.00	\$9,639	0.00%	\$0
ECPD	545	\$88.00	\$47,966	4.24%	\$2,034
EPD	105	\$95.00	\$10,000	0.00%	\$0
LMPD	1547	\$95.00	\$147,000	5.90%	\$8,673
OPD	1879	\$93.00	\$174,820	1.45%	\$2,535
SDHPD	752	\$95.00	\$71,480	13.00%	\$9,292
STPD	328	\$57.00	\$18,718	6.85%	\$1,282
UCSDPD	105	\$80.00	\$8,400	2.59%	\$218
RCSO	1582	\$96.00	\$151,950	6.72%	\$10,319
SBPD	273	\$108.00	\$29,571	1.45%	\$429
HBPD	1457	\$95.00	\$138,492	1.45%	\$2,008
LASO	3968	\$126.00	\$500,000	0.00%	\$0
OCSD	2480	\$93.00	\$230,743	9.98%	\$23,028
SLOSO	1353	\$89.00	\$120,490	16.52%	\$19,905
SBSO	1804	\$91.00	\$164,225	0.00%	\$0
VCSO	4301	\$93.00	\$400,000	0.00%	\$0
MCSO	1463	\$96.00	\$140,460	1.45%	\$2,037
SMCSO	555	\$153.00	\$85,000	0.00%	\$0
CHP	3878	\$100.00	\$387,864	1.45%	\$5,624
CADF&W	249	\$79.00	\$19,714	1.45%	\$286
CADP&R	1734	\$68.00	\$117,916	1.45%	\$1,710
Total			\$5,915,749	Total	\$273,743

Agency Name	Item Number	AEL #	Equipment Name	Quantity	Price	Total
SDSD	1	03OE-01-ALPR	Mobile LPR Systems to install in Marked Patrol Vehicles: To enhance our law enforcement capabilities to collect information and intelligence to increase border security.	2	\$10,000	\$20,000
SDSD	2	03OE-01-ALPR	Portable LPR Systems: To enhance our law enforcement capabilities to collect information and intelligence to increase border security.	20	\$10,000	\$200,000
SDSD	3	15IN-00-XRAY	Portable X-Ray Machine / Density Scanner: Offers SDSD the operational flexibility and tactical advantage to detect and act on any potential public dangers with less risk.	1	\$65,000	\$65,000
SDSD	4	03SR-03-SCAM	Videoscope: Enhance the tactical inspection capability during OPSG traffic stops.	1	\$12,000	\$12,000
SDSD	5	03OE-02-TILA	Night Vision Goggles: Enhance situational, collect intelligence and distribute information on cross-border smuggling events that occur during darkness.	2	\$15,000	\$30,000
SDSD	6	03SR-02-TPEL	Ogura Combi Breaching Tools: Provides SDSD to gain access to hard to reach areas of a vehicle while minimizing the risk of injury during OPSG operations.	4	\$6,500	\$26,000
SDSD	7	03OE-02-TILA	Thermal Imagers and Corresponding Mounting Brackets: To enhance capabilities and safety during OPSG operations during the hours of darkness.	10	\$8,500	\$85,000
SDSD	8	03OE-02-TILA	Infrared Helmet Mounted Lights (HML) - white and IR: To enhance safety and security for personnel working OPSG	45	\$180	\$8,100

SDSD	9	04AP-02-DGSPS	GPS Trackers: To enhance our law enforcement capabilities to collect information and intelligence to increase border security.	30	\$2,000	\$60,000
LMPD	10	03OE-01-ALPR	Mobile LPR for Fully Equipped Marked Patrol Vehicle (SUV): To enhance our law enforcement capabilities to collect information and intelligence to increase border security.	1	\$40,000	\$40,000
LMPD	11	07MD-01IREDD	FLIR Camera for Fully Equipped Marked Patrol Vehicle (SUV): To enhance capabilities and safety during OPSG operations during the hours of darkness.	1	\$5,000	\$5,000
STPD	12	03OE-01-ALPR	Mobile LPR System for Fully Equipped Marked Patrol Vehicle: To enhance our law enforcement capabilities to collect information and intelligence to increase border security.	1	\$15,000	\$15,000
RVSD	13	07SE-01-DENS	Density Scanners: Enhance the tactical inspection capability during OPSG traffic stops.	2	\$6,000	\$12,000
RVSD	14	07CD-01-MONO	TruNarc Narcotic Analyzers: To enhance safety by conducting tests without manipulating unknown substances during OPSG operations.	1	\$32,300	\$32,300
SBPD	15	03OE-01-ALPR	Portable LPR Systems: To enhance our law enforcement capabilities to collect information and intelligence to increase border security.	6	\$12,300	\$73,800
OCSD	16	17WC-00-BOAT	SafeBoat Lower Units: Replacing the lower units will prolong the life expectancy of the engines allowing the continuation of OPSG operations.	3	\$4,900	\$14,700
SLOSO	17	03OE-01ALPR	Mobile LPR 4 Camera Reaper HD Systems and Mounting Kits: To enhance our law enforcement capabilities to collect information and intelligence to increase border security.	2	\$20,500	\$41,000
SBSO	18	03OE-02-BNOC	Thermal Binoculars (Pulsar Accolade): To enhance capabilities and safety during OPSG operations during the hours of darkness.	2	\$6,300	\$12,600
VCSO	19	03OE-02-TiLA	HD Multi-Spectral FLIR Imaging System: To enhance capabilities and safety during OPSG aviation operations during the hours of darkness.	1	\$383,000	\$383,000
OPD	20	17WC-00-BOAT	SAFE Boat Aft Deck Bimini Replacement: To enhance safety during OPSG operations.	1	\$2,659	\$2,659

Vehicles, Watercraft, other type of Vehicles						
Agency name	Item Number	AEL #	Equipment Name	Quantity	Price	Total
SDSD	1	12VE-00-MISS	Covert Vehicle with Law Enforcement package: Use for OPSG Patrols	2	\$60,000	\$120,000
SDSD	2	12VE-00-MISS	Law Enforcement package: Use for OPSG Patrols	2	\$75,000	\$150,000
ECPD	3	12VE-00-MISS	Marked Vehicle with Law Enforcement package: Use for OPSG	1	\$59,100	\$59,100
LMPD	4	12VE-00-MISS	Law Enforcement package: Use for OPSG Patrols	1	\$74,000	\$74,000
STPD	5	12VE-00-MISS	Law Enforcement package: Use for OPSG Patrols	1	\$64,500	\$64,500
CADP&R	6	12VE-00-MISS	Law Enforcement package: Use for OPSG Patrols	1	\$62,000	\$62,000

Fuel			
Agency name	Estimated Patrol Hours (16 Gallons Per Hour)	Estimated Fuel Cost (Gallon)	Estimated Total
OPD	345	\$4.50	\$24,816
SDHPD	720	\$4.50	\$51,840
OCSD	280	\$4.50	\$20,160
SOSO	71	\$4.50	\$5,083
SBSO	128	\$4.50	\$9,180
CADP&R	60	\$4.50	\$4,320
		Total	\$115,399

Maintenance			
Agency Name	Maintenance Description	Total	
SDSD	Flight Costs	\$58,653	
SDSD	GPS Trackers Annual Service Fees	\$42,000	
SDSD	GPS Trackers Maintenance Fees	\$12,000	
SDSD	IB IR Camera Annual Maintenance Fee	\$20,000	
SDSD	Monthly 800 mhz (RCS) User Fees	\$21,888	
OPD	Oil Changes / Monthly Hull Cleaning	\$15,170	
SDHPD	SafeBoat Maintenance Costs	\$17,000	
HBPD	Subscription for LPR System previously purchased	\$40,000	
OCSD	SafeBoat Maintenance Costs	\$22,852	
SOSO	SafeBoat Maintenance Costs	\$7,338	
SOSO	Flight Costs	\$6,000	
SOSO	Montly data service fees for wireless camera SIM cards	\$1,440	
SBSO	SafeBoat Maintenance Costs	\$9,920	
SBSO	Flight Costs	\$56,232	
CHP	Flight Costs	\$61,440	
CADP&R	SafeBoat Maintenance Costs / Slip Fee / Cleaning Fee	\$14,436	
		Total	\$406,369

Mileage			
Agency Name	Estimated Miles	Estimated Mileage Rate	Estimated Total
SDSD	622,478	\$0.56	\$348,588
CPD	645	\$0.56	\$361
LMPD	7,727	\$0.56	\$4,327
SDHPD	693	\$0.56	\$388
UCSDPD	2,468	\$0.56	\$1,382
RCSO	22,734	\$0.56	\$12,731
OCSD	5,745	\$0.56	\$3,217
SOSO	17,400	\$0.56	\$9,744
SBSO	18,648	\$0.56	\$10,443
MCSO	13,398	\$0.56	\$7,503
CHP	80,486	\$0.56	\$45,072
CADP&R	7,463	\$0.56	\$4,179
		Total	\$447,935

**In some of the agencies' budget worksheet detailed above, certain categorical statistics, i.e. number of OT hours, OT rate, Fringe Benefit rate, as well as operational OT and Fringe Benefit costs have been rounded using Microsoft Excel in order to stay within the allocated budget plan.*

***The following agencies have elected not to request reimbursement under Fringe Benefits from FY 2021 OPSG: Coronado Police Department, Escondido Police Department, Los Angeles County Sheriff's Department, Santa Barbara County Sheriff's Office, Ventura County Sheriff's Office, San Mateo County Sheriff's Office.*

Cost Estimates:

General Cost:	\$1,603,100
OT Cost:	\$7,646,900
<hr/>	
Total Cost:	\$9,250,000

A. Travel:

Not Applicable

B. Lodging:

Not Applicable

C. Reception of Detailed Personnel:

Not Applicable

D. Uniform and Equipment:

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

E. Special Equipment:

Not Applicable

G. Processing:

Participating OPSG law enforcement agencies will enforce local/state laws within their jurisdiction and will not enforce immigration laws (Title 8 USC) on behalf of CBP/Border Patrol. Seizures will be processed in accordance with existing federal, state, and local policies. State felony warrant suspects in CBP/Border Patrol custody will be managed in accordance with existing agreements between the Sector and local agencies.

H. Medical:

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

I. Detention/Transportation:

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

J. Vehicles:

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

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

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

Border Patrol-San Diego Sector
Chief Patrol Agent: Aaron M. Heitke
(A) Deputy Chief Patrol Agent: Patricia McGurk-Daniel
ACTT Director: Bernardino Soto
(A) ACTT Deputy Director: Lewis F. Salling
Special Operations Supervisor: Anna M. Sofchek

SD Regional Coordinating Mechanism (ReCoM) (A)SOS Rory Russel
(619) 782-3586

Central California Maritime Agency Coordination Group (CenCalMAC)
SBPA Richard Wilcox (619) 481-8819

B. Unit Command:

U.S. Border Patrol Stations:

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

C. Communication Details:

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

D. Map Coordinates:

Notes:	Longitude	Latitude
Degrees : Minutes : Seconds	0 : 0 : 0	0 : 0 : 0
Decimal	0	0
Location Zone:		

ANNEX

A. Administration Annex:

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

B. Execution Annex:

N/A

C. Communication Annex:

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

D. Media Action Plan:

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

LEGAL REVIEW:

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

RISKS:

No risks have been associated with this Op Order.

PHOTOS:

No photos have been associated with this Op Order.

Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)
CERTIFICATION REGARDING LOBBYING UNDER FY2021 OPSG
(All OPSG Participating Agencies)

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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.
2. 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 of Lobbying Activities,' in accordance with its instructions.
3. 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Homeland Security Grant Program - Operation Stonegarden Grant (OPSG)
CERTIFICATION REGARDING LOBBYING UNDER FY2021 OPSG
(All OPSG Participating Agencies)

The Subrecipient, as identified below, certifies, or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Name of Agency: Riverside County Sheriff's Department

Signature of Authorized Agent:  _____

Printed Name of Authorized Agent: Adriaan Roggeveen

Title: Captain Date: 10/18/2022