

PUBLIC SAFETY COMMITTEE

11-0582R

RESOLUTION AUTHORIZING AGREEMENT WITH ST. LOUIS COUNTY TO PERFORM POLICE SERVICES PURSUANT TO OPERATION STONE GARDEN AND ACCEPTING REIMBURSEMENT FROM THE DEPARTMENT OF HOMELAND SECURITY, BUREAU OF CUSTOMS AND BORDER PROTECTION, THROUGH ST. LOUIS COUNTY IN AN AMOUNT NOT TO EXCEED \$30,810.25.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute an agreement, substantially the same as that on file in the office of the city clerk as Public Document No. _____, with St. Louis County pursuant to a FY 2010 operation stone garden grant from the United States department of homeland security, bureau of customs and border protection, under which grant agreement the city shall perform services to protect and secure the international border and port of entry between St. Louis County and Canada from March 7, 2011, through July 31, 2013.

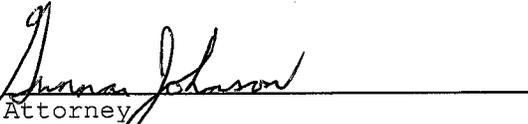
FURTHER RESOLVED, that the proper city officials are hereby authorized to accept reimbursement from St. Louis County for stated services in an amount not to exceed \$30,810.25, funds to be deposited in Fund Number 215-200-2297-4210-02 (Duluth Police Grant Programs, Police, 2009 Operation Stone Garden).

Approved:



Department Director

Approved as to form:



Attorney

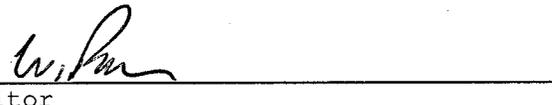
DPD/ATTY TLL:dma 10/31/2011

Approved for presentation to council:



Chief Administrative Officer

Approved:



Auditor

STATEMENT OF PURPOSE: This resolution authorizes the city to enter into an agreement with St. Louis County as the primary grantee of a FY 2010 Operation Stone Garden grant designed to increase law enforcement preparedness and operational readiness and to increase law enforcement presence on or near the international border with Canada. Reimbursement of funds from St. Louis County will support the Duluth Police Department adding overtime patrols providing services under the grant. Operation Stone Garden is a federal initiative which provides funding to states bordering Canada.

**AGREEMENT FOR SERVICES
2010 OPERATION STONE GARDEN
ST. LOUIS COUNTY
CITY OF DULUTH**

THIS AGREEMENT, by and between the CITY OF DULUTH, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City", and ST. LOUIS COUNTY, a Minnesota county acting through its governing body, hereinafter referred to as "County".

WHEREAS, County is the recipient of a grant from the U.S. Department of Homeland Security, Bureau of Customs and Border Protection, the terms of which are set forth in Operations Order OPSG-2010-DUM-St. Louis, Number 10-GFNDUM-03-001, Version 0 (hereinafter "Operations Order" attached hereto and incorporated by reference as Exhibit A), pursuant to which County is to act as fiscal agent for Operation Stone Garden, an operational plan designed to augment enforcement operations within the Duluth Border Patrol Station Area of Responsibility (hereinafter "Duluth AOR"); and

WHEREAS, pursuant to the terms of said Operations Order, City is to provide certain augmented patrol activities within its jurisdiction, for which it will be entitled to reimbursement pursuant to the terms of the Operations Order; and

WHEREAS, the parties hereto have deemed it desirable to enter into an agreement memorializing the parties' respective rights and responsibilities in the implementation of said Operation Stone Garden Operations Order.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

Scope of Professional Services

City agrees that it will, at the direction of Patrol Agent in Charge of the Duluth Border Patrol Station and in cooperation with County, provide those services designated to be provided by the Duluth Police Department in the Operations Order, and provide other necessary professional services generally relating thereto. In the event of any conflict between the terms of the Operations Order and this Agreement, the terms and conditions of the Operations Order shall control.

ARTICLE II

Reimbursement for Expenses

A. Reimbursement for Services

County hereby agrees to reimburse City for "Eligible Costs" incurred by it in the performance of the work under the terms and conditions of this Agreement in an amount not to exceed \$30,810.25. For the purposes of this Agreement, "Eligible Costs" shall mean the costs incurred by City for operational overtime and fringe benefits paid to or on behalf of employees providing services relating to the work provided hereunder at the rates set forth in the Budget Narrative Worksheet (attached hereto and incorporated by reference as Exhibit B). Requests for reimbursement shall be made no more frequently than monthly and shall be accompanied by such documentation as County shall reasonably request. Upon receipt of said request and the appropriate documentation, County shall promptly reimburse City for the "Eligible Costs" up to the amount set forth in Exhibit B.

B. Deposit of Funds

All reimbursement received pursuant to Paragraph A. above shall be deposited in City Fund 215-200-2297-4210-02.

ARTICLE III

Assignability

City shall not in any way assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

ARTICLE IV

Term

The Term of this Agreement shall be deemed to have commenced on March 7, 2011, and shall run through July 31, 2013.

ARTICLE V

Termination of Services

Either party may, by giving written notice at least Thirty (30) days prior to the effective date thereof, terminate this Agreement in whole or in part without cause. City shall be reimbursed for services performed and expenses incurred prior to the date of termination, subject to the availability of the grant funding. Upon termination of this Agreement for any cause City shall be entitled to retain ownership and title to any vehicle and equipment purchased pursuant to the Operations Order.

ARTICLE VI

Standard of Performance

City agrees that all services to be provided to County pursuant to this Agreement shall be in accordance with the generally accepted standards of the profession for provision of services of this type.

ARTICLE VII

Records and Inspections

A. Establishment and Maintenance of Records

Records shall be maintained by City in accordance with requirements prescribed by County and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Project.

B. Documentation of Costs

City will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

C. Reports and Information

City shall be responsible for furnishing to County records, data and information as County may require pertaining to matters covered by this Agreement.

D. Audits and Inspections

City will make available during normal business hours all of its books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement to County for examination, duplication, transcription, and audit by the County, as often as County may deem necessary..

E. Information

All reports, data, information, documentation and material given or prepared by the City pursuant to this Agreement will be subject to the Minnesota Data Practices Act except as provided for in applicable Federal or state laws, rules, regulations or orders..

ARTICLE VIII

Independent Contractor

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever. Neither party nor any officers or employees thereof shall be considered an employee of the other party, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of either party and their employees while so engaged and any and all claims whatsoever on behalf of either party arising out of employment or alleged employment, including without limitation, claims of discrimination against either party, its officers, agents, contractors or employees shall in no way be the responsibility of the other party. Neither party nor their officers, agents, contractors and employees shall be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay from the other party.

ARTICLE IX

Liability

A. As Between the Parties

Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

B. Limitation of Liability

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provisions of Minnesota Statutes Chapter 466 or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

C. Third Party Liability

Nothing herein shall be deemed to create any liability to any third party not otherwise existing under applicable law.

ARTICLE X

Civil Rights Assurances

Both parties and their officers, agents, servants and employees as part of the consideration under this Agreement, do hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

ARTICLE XI

Rules and Regulations

Both parties agree to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and County and the City and their respective agencies which are applicable to their activities under this Agreement.

ARTICLE XII

Notices

Notice to County or City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

County: St. Louis County Sheriff
100 North 5th Avenue West
Room 103 Court House
Duluth, MN 55802

City: Chief of Police
City of Duluth
411 West First Street
Room 104 City Hall
Duluth, MN 55802

ARTICLE XIII

Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

ARTICLE XIV

Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

ARTICLE XV

Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

ARTICLE XVI

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

[Remainder of page left intentionally blank, signature page to follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

**CITY OF DULUTH, a Minnesota
municipal corporation**

ST. LOUIS COUNTY, a Minnesota County

By: _____
Mayor

By: _____
Its County Board Chair

Attest:

By: _____
Its Sheriff

By: _____
City Clerk

Date: _____

Approved as to Form:

City Attorney

By: _____
Its County Auditor

Countersigned:

Approved as to form and Execution:

City Auditor

County Attorney

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Submitted 3/7/11
NOT APPROVED yet
(by HQ/FEMA)

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

Op Order Name: OPSG-2010-DUM-ST. LOUIS
Op Order Number: 10-GFNDUM-03-001 Version 0
Op Dates: From: 3/7/2011 To: 7/31/2013
Report Date: 3/7/2011

Executive Summary

Operation Stone Garden St. Louis County 2010 (OPSG-2010-DUM-ST. LOUIS), a Category II Operation, is intended to augment enforcement operations in the Duluth Border Patrol Station (BPS) area of responsibility (AOR). OPSG-2010-DUM-ST. LOUIS will be focused on and near the international border and routes of egress from the border area and is designed to address and minimize risk within the Duluth AOR. Risk is defined by several factors to include but not limited to:

- Border security threats may originate from within and outside the U.S.
- The remoteness of Duluth's border area.
- The non-existence of technology to monitor cross border incursions due to the remoteness of Duluth's border area.
- A primary transit corridor to the Central United States exists.
- The possibility that this transit corridor could be exploited to facilitate the movement of terrorist elements away from the U.S. border to the homeland.
- The likelihood that threat elements will attempt to exploit these vulnerabilities in order to gain access to the homeland.
- The potential of significant impact to the homeland.

The Duluth BPS will collaborate with the St. Louis County Sheriff's Office (SLC) and other state, local or tribal (SLT) law enforcement agencies to increase the presence of law enforcement personnel on and near the international border and on egress routes from the border, to enhance situational awareness and strengthen operational control of the international border.

OPSG-2010-DUM-ST. LOUIS will support the objectives of the National Border Patrol Strategy to strengthen operational control of the United States border, by increasing the probability of apprehending terrorists and weapons of terror illegally entering the United States, detecting and apprehending smugglers of humans, drugs and other contraband, and protecting the Homeland through strong law enforcement partnerships and rapid response to cross-border related incidents.

I. SITUATION

A. General Situation:

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A large majority of the Duluth BPS' apprehensions are directly linked to strong partnerships with state, local and tribal law enforcement agencies. The Duluth BPS remains reliant upon strong partnerships, as such; these partnerships are at the core of the Northern Border Resourcing Philosophy.

As a direct result of these forged partnerships, the Duluth BPS frequently receives requests for assistance from other law enforcement agencies encountering persons of interest including; special interest aliens, aliens from special interest countries, and criminal aliens.

Operation Stone Garden 2010 is intended to reinforce these partnerships, improve situational awareness, and increase the law enforcement presence, thereby, achieving a greater capability to prevent, protect against, and respond to border related security issues.

Participating SLT agency officials will be deployed to strategic patrol areas within Zone 33, Zone 71, Zone 38 and Zone 76 as designated by the Patrol Agent In Charge (PAIC) of the Duluth Station.

Station Zones:

Border Zone 33

Border Zone 33 consists of 57 miles of remote international boundary on the Minnesota boundary with Canada and the Province of Ontario. Zone 33 stretches from the Lake County and Saint Louis County, Minnesota line to Crane Lake, Minnesota. This zone includes a seasonal Port of Entry and limited hour Port of Entry. The seasonal Port of Entry is located on Highway 169 just east of Ely, Minnesota and is closed during winter. A limited hour Port of Entry is located on Crane Lake and conducts inspections of boaters, small aircraft and snowmobiles.

Egress Zone 71

Egress Zone 71 contains three main highway corridors leading from the Boundary Waters area; State Highway 61, Interstate 35, and U.S. Highways 2 and 53. The northern-most point of Interstate 35 terminates into the southern juncture of State Highway 61 in the City of Duluth. Highway 61 is the major north-south route exiting the Grand Marais AOR from Canada. Highway 53 exits the International Falls AOR into the Duluth AOR, and is also a direct route to/from Canada.

Border Zone 38 (Port of Duluth/Superior)

Border Zone 38 is the Seaway Port of Duluth/Superior. It is considered "Border" because it is operated as a 24/7 Port of Entry as the largest seaport on the Great Lakes. During the shipping season, 1,000 or more commercial shipping vessels may arrive in the port. In past years, well over 300 of these vessels, dependent on worldwide economic and commodity factors, may be foreign flagged vessels - Canadian or

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overseas, some with special interest aliens as crewmen. During the summer season recreational boating is also a popular water sport.

Zone 76

Zone 76 is comprised of the western-most portion of Lake Superior and contains multiple marinas, private docks and safe harbors. Recreational and commercial vessels returning or arriving from Canada, or overseas, frequent the area. Many recreational water craft transit to and from Canada without any expectation or regard for CBP enforcement of the I-68 program.

B. Terrain/Weather:

The northern topography of Minnesota consists of gently rolling hills with thick conifer and hardwood forests surrounding the highways. January's average temperature is in the single digits F (-teens C). During summer, temperatures can climb to above 90 degrees F for several days (32 degrees C). Nighttime summer temperatures occasionally dip below freezing.

C. Criminal Element:

There has been no specific criminal threat identified with the operation order. However, the generalized vulnerabilities of the northern border exist due to the vast remote terrain. Organized criminal groups and criminal individuals, such as outlaw motorcycle gangs, Asian drug trafficking organizations, and European crime groups identified by U.S. and Canadian authorities are known to be operating in the Great Lakes region. Therefore, SLT officers should expect to encounter activity at anytime during the operation. Officers should be prepared to encounter undocumented and special interest aliens, smugglers of contraband, weapons of mass effect, and other federal law violators.

D. Friendly Forces:

Minnesota Agencies:
St. Louis County Sheriff's Office (SLC)
Duluth Police Department, Duluth, MN (DPD)
MN Dept. of Natural Resources, Law Enforcement Division (MNDNR)

II. MISSION

The mission of OPSG-2010-DUM-ST. LOUIS is to increase the presence of law enforcement personnel at or near the international boundary and routes of egress from the border area, thereby, enhancing situational awareness and operational control of our Nation's border.

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Operation Stone Garden 2010 will support the objectives of the National Border Patrol Strategy to strengthen operational control of the United States border, by increasing the probability of apprehending terrorists and weapons of terror illegally entering the United States, detecting and apprehending smugglers of humans, drugs and other contraband, and protecting the Homeland through strong law enforcement partnerships and rapid response to cross-border related incidents.

This operation does not extend any Federal authority to participating law enforcement agencies to enforce Federal immigration or customs laws.

III. EXECUTION

A. Management/Supervisor Intent:

The intent of OPSG-2010-DUM-ST. LOUIS is to address potential weaknesses in border security, to increase law enforcement preparedness and operational readiness, and to enhance situational awareness and operational control at or near the international boundary and on routes of egress leading from the border.

This will be achieved by providing the "tools" to participating SLT agencies through operational overtime and equipment, thereby, enhancing the law enforcement presence in and around border and egress zones utilizing St. Louis County Sheriff's Office (SLC), Duluth Police Department (DPD), and Minnesota Department of Natural Resources (MNDNR) officers.

B. General Concept:

The general concept of OPSG-2010-DUM-ST. LOUIS is to utilize officers from the SLC, DPD, and MNDNR to increase the law enforcement presence in border and egress zones. The implementation of this operation will enhance situational awareness and intelligence collection and dissemination within the Duluth BPS AOR.

Officers will be assigned to strategic locations within Zone 33, Zone 71, Zone 76, and Zone 38 increasing the probability of apprehending terrorists, weapons of terror, and those who attempt to illegally enter or smuggle contraband across our Nation's sovereign borders through strong law enforcement partnerships and rapid response.

C. Specific Responsibilities:

1. The Duluth BPS will provide a pre-operation briefing to participating SLT agencies prior to the commencement of the operation.
2. Participating agencies will complete a bi-weekly overtime schedule one week in advance, or, as far in advance as is practical which will project the SLT officers involved in the operational overtime which will

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indicate the officers' names and overtime shifts to be performed. (Duluth BPS will provide further guidance)

3. Each respective agency will be responsible for the supervision of their participating officers.
4. Participating officials will notify Grand Forks Sector Dispatch (KAK-720) at 1-800-982-4077, at the beginning and ending of their OPSG overtime tour of duty.
5. Participating officials will contact the Duluth BPS through Grand Forks Sector dispatch at 1-800-982-4077 with regards to foreign nationals or suspicious activity with a nexus to the International Boundary, terrorism, and/or alien/narcotic smuggling.
6. Participating officials will provide the Duluth BPS a copy of any reports generated that are related to terrorism, alien or narcotic smuggling, and/or any incident with a nexus to the International Boundary.
7. Participating officials will complete an OPSG Daily Activity Report at the end of their OPSG overtime shift and e-mail a completed report to the Duluth BPS at OPSGDULUTH.cbp.dhs.gov.
8. In the event that a system connectivity issue arises, participating officers will fax a hard copy of the OPSG Daily Activity Report to the Duluth BPS at 218-720-5402.
9. Time sensitive information relating to border security shall be reported as soon as practical to the Duluth Border Patrol Office at 218-720-5465 or Grand Forks Sector dispatch (KAK-720) at 1-800-982-4077. Sector Dispatch will contact a Duluth agent and relay the information.
10. On duty Border Patrol Agents, Supervisory Border Patrol Agents, and the Duluth Station Lead Border Patrol Agent will be responsible for ensuring all actionable intelligence and encounter and arrest data is collected and reviewed. Supervisory Border Patrol Agents and the station Lead Border Patrol Agent will coordinate the dissemination of pertinent intelligence during the operation to partnering agencies.
11. Duluth BPS will compile the OPSG shift reports into a Monthly Activity Report for the duration of OPSG and submit them to GFN.

D. Coordinating Instructions:

State and local officers will be deployed to strategic patrol areas within Zone 33, Zone 38, Zone 71, and Zone 76 as designated by the PAIC of the Duluth Station.

Participating SLT agencies will provide officers and equipment for overtime shifts and patrol duties as outlined by patrol area.

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Patrol Areas and Shift Requirements:

1. Highway 61 Corridor – Interstate 35 from the City of Duluth, south to Moose Lake, MN and Highway 61 north to Two Harbors.
 - DPD will provide a minimum of two 12 hour shifts per week
2. Highway 53 North, Border Area – U.S. Highway(USH) 53 from Cook to Orr, County Highways (CH) 23 and 24 to Crane Lake, CH 116 (Echo Trail) to Ely, CH 1, CH 361 and CH 115 to Highway 53 at Cook.
 - SLC will provide a minimum of one 12 hour shift per week
3. Highway 53 South – USH 53, USH 2, CH 16, and CH 4, Duluth to Cook
 - SLC will provide a minimum of one 12 hour shift per week
4. Harbor – To include the docks and connecting roadways within the Seaway Port of Duluth/Superior in Duluth, Minnesota.
 - DPD will provide a minimum of two 12 hour shifts per week
5. Marine/ATV/snowmobile patrols may be performed at the discretion and with the concurrence of the Duluth Station PAIC and will be conducted in accordance with outstanding memorandum(s) of understanding between the Department of Homeland Security and the appropriate land management agency governing the area to be patrolled.

IV. ADMINISTRATION/LOGISTICS

A. Cost Estimates/Funding Issues:

1. Overtime

a. SLC

SLC will provide a combined total of 74 road patrols @ 12 hrs. per shift during OPSG 10.

The total cost for operational overtime shall not exceed \$35,875.20 (See calculations below).

74 road patrols x 12 hr. x \$40.40 per hr. = \$35,875.20

TOTAL SLC OT: \$35,875.20

b. DPD

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DPD will provide a combined total of 55 road patrols @ 12 hrs. per shift during OPSG 10.

The total cost for operational overtime shall not exceed \$26,664.00 (See calculations below).

55 road patrols x 12 hr. x \$40.40 per hr. = \$26,664.00

TOTAL DPD OT: \$26,664.00

c. MNDNR

MNDNR will provide a 28 total patrols @ 8 hrs. per shift during OPSG 10.

Any MNDNR Marine/ATV/Snowmobile patrols performed will be with the concurrence of and at the direction of the Duluth Station PAIC.

The total cost for operational overtime shall not exceed \$10,039.68 (See calculations below).

28 road Patrols x 8 hours x \$44.82 per hour = \$10,039.68

TOTAL MNDNR OT: \$10,039.68

TOTAL OPSG 10 OT: \$72,578.88

2. Fringe

a. SLC

SLC fringe benefits are estimated at 0.1555 of the total overtime funds and shall not exceed \$5,578.59 (See calculations below).

888 patrol hrs. x 40.40 per hr. x 0.1555 = \$5,578.59

TOTAL SLC FRINGE: \$5,578.59

b. DPD

DPD fringe benefits are estimated at 0.1555 of the total overtime funds and shall not exceed \$4,146.25 (See calculations below).

660 patrol hrs. x 40.40 per hr. x 0.1555 = \$4,146.25

TOTAL DPD FRINGE: \$4,146.25

c. MNDNR

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MNDNR fringe benefits are \$7.64 per hour and shall not exceed \$1,711.36 (See calculations below).

224 Patrol hours x \$7.64 per hr. = \$1,711.36

TOTAL MNDNR FRINGE: \$1,711.36

TOTAL OPSG 10 FRINGE: \$11,436.21

3. Fuel

a. SLC

St. Louis County SO is not requesting Fuel reimbursements during this operation.

b. DPD

Duluth Police Department is not requesting Fuel reimbursements during this operation.

c. MNDNR

MNDNR fuel is estimated at \$4.44 per gallon and is not to exceed \$2,072.01.

Fuel for any road, snowmobile, or boat patrols will be reimbursed.

Fuel for any aircraft patrols will not be reimbursed.

(See calculations below)

5,600 mi. / 12mpg x \$4.44 per gallon = \$2,072.01

Total MNDNR Fuel: \$2,072.01

MNDR shall monitor their agency fuel expenditures to ensure adequate fuel for the duration of this operational period.

No additional fuel expenses will be authorized.

TOTAL OPSG 10 FUEL: \$2,072.01

4. Maintenance

a. SLC

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St. Louis County SO is not requesting Maintenance reimbursements during this operation.

b. DPD

Duluth Police Department is not requesting Maintenance reimbursements during this operation.

c. MNDNR

The MNDNR will receive \$7.57 per hr. for the use of their vehicles. MNDNR will claim \$7.57 per hr. per overtime shift worked. MNDNR will receive a total not to exceed \$1,695.68 for maintenance costs (See calculations below).

28 shifts x 8 hrs x \$7.57 per hr = \$1,695.68

TOTAL OPSG 10 MAINTENANCE: \$1,695.68

5. Equipment

No Equipment Purchases are authorized during this operation.

TOTAL OPSG 10 EQUIPMENT: \$0.00

TOTAL OPSG-10-ST. LOUIS COST: \$87,782.78

(TOTAL OPSG-10-ST. LOUIS "Award": \$87,785.00)

Cost Estimates:

General Cost: \$15,203.90

OT Cost: \$72,578.88

Total Cost: \$87,782.78

B. Travel:

No travel cost included or required.

C. Lodging:

No lodging cost required.

D. Reception of Detailed Personnel:

No detailed personnel required.

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E. Uniform and Equipment:

Uniform and equipment will be provided by each respective agency.

F. Special Equipment:

No special equipment is required.

G. Alien Processing:

Alien processing will be completed by Border Patrol Agents at the Duluth Station.

H. Medical:

Any medical issues in the Duluth/Superior area can be handled by the following medical facilities:

St. Mary's Hospital located at 407 E. 3rd Street, Duluth, MN
St Luke's Hospital located at 915 E. 1st Street, Duluth, MN

I. Detention/Transportation:

Alien detention and transportation will be facilitated and or completed by Border Patrol Agents from the Duluth BPS.

J. Vehicles:

Vehicles will be provided by the respective agencies that are involved in this operation.

V. COMMAND/CONTROL/COMMUNICATION

A. Chain of Command:

A. Chain of Command

Grand Forks Sector Office of Border Patrol
2320 South Washington Street
Grand Forks, ND 58201-6348

Phone: 1-800-982-4077
Fax: 1-701-746-4238

Staff Officers:

Chief Patrol Agent
Rosa Nelly Hernandez

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Phone: (701)775-6259

Deputy Chief Patrol Agent
Dan M. Harris Jr.
Phone: (701)775-6259

Assistant Chief Patrol Agent
Scott R. Blackwell
Phone: (701)775-6259

Assistant Chief Patrol Agent
Brian L. Pigg
Phone: (701)775-6259

Assistant Chief Patrol Agent
Jason D. Owens
Phone: (701)775-6259

Assistant Chief Patrol Agent
Andrew Althoff
Phone: (701)775-6259

B. Unit Command:

Duluth Office of Border Patrol
4431 Endeavor Drive
Duluth, MN 55811
Phone: (218) 720-5465
Fax: (218) 720-5402

Officers:

Patrol Agent In Charge
John Donohoe
Phone: (218) 779-8906

Assistant Patrol Agent In Charge
Donn Gordon
Phone: (218) 349-8247

Supervisory Border Patrol Agent
Oscar Rios
Phone: (218) 349-7661

Supervisory Border Patrol Agent
Patrick Moroney
Phone: (218) 349-8352

Supervisory Border Patrol Agent
Marc Rauscher
Phone: (218) 341-8634

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Supervisory Border Patrol Agent
Jonathan Steele
Phone: (701) 317-1676

*Participating agencies will be responsible for the supervision of their respective officers.

C. Communication Details:

All officials will have radio communication through their respective agency. If participating agencies require additional assistance, the officers will contact the Duluth BPS at (218) 720-5465 or Grand Forks Sector Dispatch at 1-800-982-4077.

D. Map Coordinates:

Notes:

	Longitude	Latitude
Degrees : Minutes : Seconds	92 : 9 : 21	46 : 50 : 3
Decimal	-92.1559	46.8342

Location Zone:

ANNEX

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

Media Action Plan:

Media inquiries will be forwarded to Grand Forks Sector Public Information Officer.

Legal Review:

Standard operational policies, laws and regulations apply.

Risks:

No risks have been associated with this Op Order.

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Photos:

No photos have been associated with this Op Order.

2010 Stonegarden per Narrative				
Administration/Logistics	DPD	SLC Sheriff	MN Dep NR	TOTALS Total Fuel
Fuel Budget:	\$0.00	\$0.00	\$2,072.00	\$2,072.00
Total Expended	\$0.00	\$0.00	\$0.00	\$0.00
Remaining Budget	\$0.00	\$0.00	\$2,072.00	\$2,072.00
				\$0.00
Maintenance Budget	\$0.00	\$0.00	\$1,695.68	\$1,695.68
Total Expended	\$0.00	\$0.00	\$0.00	\$0.00
Remaining Maint Budget	\$0.00	\$0.00	\$1,695.68	\$1,695.68
				\$0.00
Total Fuel/Maintenance	\$0.00	\$0.00	\$3,767.68	\$3,767.68
Total Fuel/Maint Expended	\$0.00	\$0.00	\$0.00	\$0.00
Net Fuel/Maint Budget	\$0.00	\$0.00	\$3,767.68	\$3,767.68
				\$0.00
Check	\$0.00	\$0.00	\$3,767.68	\$3,767.68
Equipment:				
Vehicles/Attachments	\$0.00		\$0.00	\$0.00
Tahoe Purchase	\$0.00			\$0.00
Attachments	\$0.00			\$0.00
Automatic License Plt Rdr	\$0.00			\$0.00
License Plt Reader	\$0.00			\$0.00
Patrol Vehicle Radar Unit	\$0.00			\$0.00
Radar Unit	\$0.00			\$0.00
Breath Test Analyzer	\$0.00			\$0.00
	\$0.00			\$0.00
Portable Radio	\$0.00		\$0.00	\$0.00
	\$0.00			\$0.00
Night Vision	\$0.00		\$0.00	\$0.00
	\$0.00			\$0.00
Binoculars	\$0.00		\$0.00	\$0.00
	\$0.00			
Total Equipment Budget	\$0.00	\$0.00	\$0.00	\$0.00
Total Equipment Expended	\$0.00	\$0.00	\$0.00	\$0.00
Net Equipment Budget	\$0.00	\$0.00	\$0.00	\$0.00
Personnel Overtime				
Road Patrols	\$26,664.00	\$35,875.20	\$10,039.68	\$72,578.88
Harbor	\$0.00	\$0.00	\$0.00	\$0.00
Combination Patrols			\$0.00	\$0.00
Personnel Fringes	<u>\$4,146.25</u>	<u>\$5,578.59</u>	<u>\$1,711.36</u>	<u>\$11,436.20</u>
Total Personnel Budget:	\$30,810.25	\$41,453.79	\$11,751.04	\$84,015.08
Personnel Charges	\$0.00	\$0.00	\$0.00	\$0.00
Net Personnel Budget	\$30,810.25	\$41,453.79	\$11,751.04	\$84,015.08
Total 2009 StonegardenBudg	\$30,810.25	\$41,453.79	\$15,518.72	\$87,782.76
Total Remaining Budget	\$30,810.25	\$41,453.79	\$15,518.72	\$87,782.76