

**AGREEMENT FOR THE
OPERATION STONEGARDEN (OPSG) GRANT**

PARTIES TO THE AGREEMENT

This Agreement is among the COUNTY OF SAN DIEGO ("COUNTY"), the CITY OF CARLSBAD, the CITY OF CHULA VISTA, the CITY OF CORONADO, the CITY OF EL CAJON, the CITY OF ESCONDIDO, the CITY OF LA MESA, the CITY OF NATIONAL CITY, the CITY OF OCEANSIDE, the CITY OF SAN DIEGO ("CITIES"), the SAN DIEGO UNIFIED PORT DISTRICT ("SDUPD"), the SAN DIEGO STATE UNIVERSITY ("SDSU"), the UNIVERSITY OF CALIFORNIA SAN DIEGO ("UCSD") the COUNTY OF ORANGE ("OC"), the COUNTY OF LOS ANGELES ("LAC"), the COUNTY OF VENTURA ("VC"), the COUNTY OF SANTA BARBARA ("SBC"), the COUNTY OF SAN LUIS OBISPO ("SLOC"), the CALIFORNIA HIGHWAY PATROL ("CHP"), the CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ("CDFW"), the CALIFORNIA DEPARTMENT OF MOTOR VEHICLES ("DMV"), the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR"), and the CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, OFFICE OF CORRECTIONAL SAFETY ("CDCR"), collectively the "PARTIES", for program support of the Operation Stonegarden Grant ("OPSG")."

PARTY DEPARTMENTS OR AGENCIES PARTICIPATING IN THE AGREEMENT

For the COUNTY, participating agencies are Probation Department and the Sheriff's Department ("SHERIFF"). For the CITIES and SDUPD, and Universities, participating agencies are their respective police department. For OC, LAC, VC, SBC, and SLOC, participating agencies are their respective Sheriff's Department. CHP, CDFW, DMV, DPR, and CDC do not have subordinate agencies or department participants.

RECITALS

R.1 COUNTY through SHERIFF requested and received funds from the U.S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (CalOES), under the Fiscal Year (FY) 2013 Operation Stonegarden Grant (OPSG) Program.

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

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

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

R.5 COUNTY, by action of the Board of Supervisors Minute Order No. 2 on December 3, 2013, approved and authorized the SHERIFF to execute expenditure contracts to

use FY2013 OPSG funds to reimburse all PARTIES for overtime expenses; equipment and vehicle purchases; fuel, mileage, flight, and vehicle and equipment maintenance costs incurred in OPSG activities not to exceed the amounts described in Exhibit A – Budget Worksheet, during the project period September 1, 2013 through May 31, 2015.

R.6 PARTIES agree to maintain documentation supporting all expenditures reimbursed from OPSG grant funds, ensure all expenditures are allowable under grant requirements, adhere to their jurisdictions authorized procurement methods and comply with OMB Circular A-133 and the Single Audit Act Amendment of 1986 if \$500,000 ~~submit an organization-wide financial and compliance audit report if \$300,000~~ or more of OPSG federal funds are expended in a fiscal year. The documentation and records shall be maintained and retained in accordance with OPSG grant requirements and shall be available for audit and inspection.

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

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

- (a) Exhibit A – FY 2013 Budget Worksheet
- (b) Exhibit B – FY 2013 Grant Assurances as set forth by the CalOES
- (c) Exhibit C – FY 2013 OPSG Operations Order
- (d) Exhibit D - FY 2013 Homeland Security Grant Program Funding Opportunity Announcement (FOA), which can be referenced at http://www.fema.gov/media-library-data/20130726-1916-25045-6176/fy_2013_hsgp_foa.pdf
- (e) Exhibit E – FY 2013 The Operation Stonegarden Grant Program State Supplemental Guidance ("Guide"), which can be referenced at <http://www.calema.ca.gov/EMS-HS-HazMat/Pages/Operation-Stonegarden-Program-Documents.aspx>
- (f) Exhibit F – 44 CFR Part 13— Uniform Administrative Requirements For Grants And Cooperative Agreements To State And Local Governments ("44 CFR Part 13")

R.8 (Added with Amendment #1 which did not affect County of Orange.)

R.9 The FY13 OPSG allocation for the COUNTY OF ORANGE, the CALIFORNIA HIGHWAY PATROL, and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION will be increased by the amount as specified below. The participating agencies, by and through their respective police departments or law enforcement agencies, have agreed to continue to provide basic services as described in the AGREEMENT, in Section 4.

- (a) The County of Orange's allocation will be increased by \$80,000, from \$120,000 to \$200,000 which will be used for personnel overtime, fringe and fuel;
- (b) The California Highway Patrol's allocation will be increased by \$125,000, from \$200,000 to \$325,000, which will be used for personnel overtime, fringe and mileage.

(c) The California Department of Parks and Recreation's allocation will be increased by \$37,500, from \$510,000 to \$547,500, which will be used for equipment.

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

AGREEMENT

1. Purpose And Intent

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

2. SCOPE OF SERVICES

2.1 Method of Service Delivery

SHERIFF will maintain the OPSG grant and will be administratively responsible for coordination of PARTIES' obligations under this Agreement. The SHERIFF'S OPSG program will be staffed as described in section 4. Standards of Service: Obligations of the PARTIES.

2.2 Overview Of Basic Services

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

3. TERM OF AGREEMENT

3.1 Initial Term

The term of this Agreement shall be retroactive to 12:01 a.m. on September 1, 2013, and shall continue in effect through and terminate at midnight on May 31, 2015; subject to the termination provision in section 3.2.

3.2 Termination

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

4. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

4.1 Anticipated Outcome

The anticipated outcome of the OPSG Activities to be provided by PARTIES under this Agreement is increased law enforcement presence in each respective PARTY's designated area of jurisdiction in order to support the U. S. Department of

Homeland Security, Bureau of Customs and Border Protection efforts in the region to improve border security and reduce border related crime. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by the PARTIES and in Exhibit C – FY XXXX OPSG Operations Order for the applicable grant year, to this Agreement.

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

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

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

4.1.2.2 Increase information sharing during operations.

4.1.3 Prior to OPSG Operations, PARTIES Designated Coordinator, as outlined in Section 4.2.3, should submit an Operations Plan to the Integrated Planning Team (IPT) at least 72 hours prior to the operation. The IPT is comprised of the SHERIFF and US Border Patrol sworn grant representatives. The role of the IPT is to work together to provide support and guidance to the local, state and federal law enforcement stakeholders within the grant. The Operations Plan is to be submitted via email to the current IPT point of contact and to SDCOPSG2008@cbp.dhs.gov.

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

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

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

4.2 Personnel Qualifications And Assignment

4.2.1 Qualifications

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

4.2.2 Management, Direction and Supervision; Independent Contractors

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

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

4.2.3 Designated Coordinators

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

4.2.4 Staffing for Basic Services

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

4.2.5 Equipment and Supplies

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

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

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

5. COST OF SERVICES/CONSIDERATION

5.1 General

5.1.1 As full consideration for the satisfactory performance and completion by PARTIES of Activities set forth in this Agreement, COUNTY through SHERIFF shall reimburse

PARTIES for personnel assigned to perform OPSG Activities on the basis of claims and submittals as set forth hereunder. Such payments by COUNTY through SHERIFF are dependent on the continued availability of funds from the U.S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (CalOES).

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

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

5.2 Project Costs/Rate of Compensation

COUNTY through SHERIFF shall reimburse PARTIES for overtime worked by personnel assigned to perform OPSG Activities and shall reimburse for equipment and vehicle purchases, equipment and vehicle maintenance, flight costs, fuel, and mileage based upon available funding and the actual costs incurred by PARTIES to provide Activities, purchase and maintain equipment and vehicles, flight costs, fuel, and mileage, under this Agreement, provided the costs were included in the approved Operations Order.

5.3 Method of Payment

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

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

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

5.3.3 Within sixty (60) business days upon receipt of valid invoice and complete documentation, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

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

5.4 Reimbursement Disallowances

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

6. PROGRAM/FINANCIAL ADMINISTRATION

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

6.1.1 Contract Provisions

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

6.1.2 Sole Source Purchases

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

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

7.1 Workers Compensation And Employment

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

7.1.2 Each Non-County PARTY shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or

related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective agency or any contract labor provider retained by the Non-County party, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective law enforcement agency or any contract labor provider retained by the law enforcement agency.

7.2 Indemnification Related To Acts Or Omissions; Negligence

7.2.1 Claims Arising From Sole Acts or Omissions of a PARTY

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

7.2.2 Claims Arising From Concurrent Acts or Omissions

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

7.2.3 Joint Defense

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

7.2.4 Reimbursement and/or Reallocation

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

8. GENERAL PROVISIONS

8.1 Notices

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

To COUNTY and SHERIFF:

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

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

To Non-County PARTIES:

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

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

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

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

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

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

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

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

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

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

Chief of Police
 Public Safety / Police Department
 San Diego State University
 5500 Campanile Drive
 San Diego, CA 92182-4390

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

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

Sheriff

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

Sheriff
Los Angeles County Sheriff's Department
Special Enforcement Bureau
Sheriff
Ventura County Sheriff's Office
800 South Victoria Avenue
Ventura, CA 93009

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

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

1060 N. Eastern Ave.
Los Angeles, CA 90063

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

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

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

Chief - Office of Correctional Safety
California Department of Corrections,
and Rehabilitation
1515 S Street, Room 201-North
Sacramento, CA 95811

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

8.2 Amendment

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

8.3 Entire Agreement

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

8.4 Construction

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

8.5 Waiver

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

8.6 Authority to Enter Agreement

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

8.7 Cooperation

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

8.8 Counterparts

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

8.9 Severability

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

8.10 Representation

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

8.11 Dispute Resolution Concerning Services and Payment

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

8.12 Termination of Funding

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

8.13 Obligation

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

8.14 California Law

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

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on this ____ day of _____, 2014.

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

**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

William D. Gore
Sheriff

Mack Jenkins
Chief

**CARLSBAD POLICE
DEPARTMENT**

**CHULA VISTA
POLICE DEPARTMENT**

Gary Morrison
Chief

David Bejarano
Chief

**CORONADO POLICE
DEPARTMENT**

CITY OF EL CAJON

Jon Froomin
Chief

Douglas Williford
City Manager

ESCONDIDO POLICE

LA MESA POLICE

DEPARTMENT

POLICE DEPARTMENT

Craig Carter
Chief

Ed Aceves
Chief

**NATIONAL CITY
POLICE DEPARTMENT**

**OCEANSIDE POLICE
DEPARTMENT**

Manuel Rodriguez
Chief

Frank McCoy
Chief

**SAN DIEGO POLICE
DEPARTMENT**

CITY OF SAN DIEGO

Shelley Zimmerman
Chief

Mayor Kevin Faulconer
or Designee

**SAN DIEGO HARBOR POLICE
DEPARTMENT**

**SAN DIEGO STATE UNIVERSITY
POLICE DEPARTMENT**

John Bolduc
Chief

Lamine Secka
Chief (Interim)

**UNIVERSITY OF CALIFORNIA
SAN DIEGO POLICE DEPARTMENT**

**LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT**

Orville King
Chief

John L. Scott
Sheriff

**ORANGE COUNTY
SHERIFF'S DEPARTMENT**

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

Sandra Hutchens
Sheriff

**SANTA BARBARA COUNTY
SHERIFF'S OFFICE**

Bill Brown
Sheriff-Coroner

**CALIFORNIA HIGHWAY
PATROL**

Jim Abele
Chief, Border Division

**CALIFORNIA DEPARTMENT OF
CORRECTIONS & REHABILITATION**

Charles D. Dangerfield
Chief- Office of Correctional Safety

**CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION**

Clay Phillips
(A) District Superintendent

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

Dana L. Begley
Senior Deputy

Approved as to form and legality:
ORANGE COUNTY COUNSEL

Ian Parkinson
Sheriff

**VENTURA COUNTY SHERIFF'S
OFFICE**

Geoff Dean
Sheriff

**CALIFORNIA DEPARTMENT
OF FISH AND WILDLIFE**

Lisa Gallegos
Chief, Business Management Branch

**CALIFORNIA DEPARTMENT
OF MOTOR VEHICLES**

Frank Alvarez
Chief, Investigations

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

Linda L. Peter
Deputy City Attorney

Nicole A. Sims
Senior Deputy

**FY 2013 OPERATION STONEGARDEN
ANNUAL BUDGET WORKSHEET
SUMMARY**

AGENCY NAME	Budget Narrative Category									TOTAL
	A	B	C	D	E	F	G	H	I	
	Operational OT	Fringe Benefits	Vehicle/Vessel Maint	Equip Maint	New/Replace Equip	Fuel Costs	Mileage	Flight Costs	M&A	
San Diego County Sheriff's Department	1,751,731	135,367	20,000	87,750	1,297,020	5,000	28,557	5,000	25,274	3,355,699
San Diego County Probation	94,335	5,665	-	-	-	-	-	-	-	100,000
Carlsbad Police Department	23,504	341	-	-	-	-	1,155	-	-	25,000
Chula Vista Police Department	118,285	1,715	-	-	-	-	-	-	-	120,000
Coronado Police Department	22,411	2,377	-	-	-	-	212	-	-	25,000
El Cajon Police Department	22,915	1,474	-	-	-	-	611	-	-	25,000
Escondido Police Department	50,000	-	-	-	-	-	-	-	-	50,000
La Mesa Police Department	43,655	6,018	-	-	-	-	327	-	-	50,000
National City Police Department	30,050	3,303	-	-	-	-	1,647	-	-	35,000
Oceanside Police Department	64,013	928	-	-	170,000	10,059	-	-	-	245,000
San Diego Harbor Police	96,452	12,539	-	-	-	10,509	500	-	-	120,000
San Diego Police Department	149,297	-	-	-	-	-	703	-	-	150,000
San Diego State University Police Department	15,000	-	-	-	-	-	-	-	-	15,000
LA County Sheriff's Department	350,000	-	-	-	-	-	-	-	-	350,000
Orange County Sheriff's Department	48,368	10,355	7,099	-	45,000	4,992	500	3,686	-	120,000
Proposed Amendment 2	153,771	9,452	3,099			33,678				200,000
San Luis Obispo County Sheriff's Office	179,600	19,900	-	-	150,500	-	-	-	-	350,000
Santa Barbara County Sheriff's Office	179,986	2,610	-	-	184,790	-	585	7,029	-	375,000
Ventura County Sheriff's Office	168,982	13,176	2,016	-	150,000	3,780	1,846	10,200	-	350,000
CA Highway Patrol	185,030	3,845	-	-	-	-	1,125	10,000	-	200,000
CA Department of Fish and Wildlife	23,040	1,763	-	-	-	-	197	-	-	25,000
CA Department of Motor Vehicles, Investigators	24,510	355	-	-	-	-	135	-	-	25,000
CA Department of Parks and Recreation	247,616	3,590	5,000	1,200	250,000	-	2,594	-	-	510,000
CA Department of Corrections & Rehabilitation	15,000	-	-	-	-	-	-	-	-	15,000
University of California San Diego Police Department	25,000									25,000
Grand Total San Diego County Region	\$ 4,082,551	\$ 234,773	\$ 37,214	\$ 88,950	\$ 2,247,310	\$ 68,018	\$ 40,694	\$ 35,915	\$ 25,274	\$ 6,860,699